

ORDINANCE NO. 14-17

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beale ON THE 19<sup>th</sup> DAY  
OF June, 2017.

AN ORDINANCE TO VACATE CERTAIN EASEMENTS OVER  
PROPERTY LOCATED WITHIN THE ALLURE PROJECT ALONG  
LOOP ROAD IN THE CITY OF CENTERVILLE.

WHEREAS, Mills Development Showcase, LTD, an Ohio limited liability Company ("Mills") has requested the City of Centerville to vacate certain easements located on property it owns within the Allure development project ("Project") located at 6751 Loop Road within the City of Centerville, which easements are no longer needed; and

WHEREAS, the storm water detention and emergency access easements, more particularly described in Exhibits A, B and C attached to this ordinance and made a part herein, will no longer be needed by the general public or the City once the Project is developed; and

WHEREAS, the storm water detention and emergency access easements to be vacated will be replaced by new easements via record plan for the benefit of the property owner and the City for the future development of the Project; and

WHEREAS, the City of Centerville Unified Development Code ("UDO"), Section 5.11(I) provides a procedure for the vacation of easements; and

WHEREAS, all abutting landowners have consented to this action; and

WHEREAS, the City finds that the request to vacate the easements is for good cause, and will not be detrimental to the general interest, and is allowed pursuant to the UDO; and

WHEREAS, the City only agrees to vacate the easements contingent upon the filing of a new record plan by Mills for the Project.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY  
ORDAINS:

- Section 1. That the City of Centerville hereby vacates the storm water detention and emergency access easements at 6751 Loop Road as identified in Exhibits A, B and C.
- Section 2. That this vacation is contingent upon the Developer filing of a new record plan for the Allure project.
- Section 3. That this vacation is contingent upon Mills continuing to allow storm water drainage from Cross Pointe Shopping Center to flow through the subject site until such time a new easement can be recorded.
- Section 4. That Mills will take such other actions as may be needed to record the vacations and to reflect these changes.
- Section 5. This ordinance shall be effective from and after the earliest date allowed by law.

PASSED THIS 19<sup>th</sup> day of June, 2017.

  
\_\_\_\_\_  
Mayor of the City of  
Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. 14-17, passed by the Council of the City of Centerville, Ohio on the 19<sup>th</sup> day of June, 2017.

Carin R. Andrews  
Clerk of the Council

Approved as to form, consistency with the Charter and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

# EXHIBIT A

14225



VICKI D. PEGG  
RECORDER

28-X

## STORM WATER DETENTION AND EMERGENCY ACCESS EASEMENT

88 JUL 20 PM 2:58

MONTGOMERY CO. OHIO  
RECORDED

This agreement is made as of this 26th day of May,

1986 between National Amusements, Inc. ("National") a Maryland Corporation, located at 200 Elm Street, Dedham, Massachusetts 02026 and The City of Centerville, Ohio ("City")

The parties agree as follows:

### Section I - Conveyance of Easement

National hereby agrees to grant and convey to the City a perpetual storm water detention area as shown on Exhibit "A" attached hereto, subject to the descriptions and conditions described herein.

### Section II - Description of Land

The land subject to this easement is described with the legal descriptions attached hereto as Exhibits "B" and "C" and shown on the sketch attached hereto as Exhibit "D".

NO INSTRUMENT NEEDED  
1988 JUL 20 PM 2:49  
LAWA 4 51983  
RECORDED

### Section III - Dry Detention Area Defined

"Dry Detention Area" as used in this agreement shall mean the area of low elevation described on Exhibit "A", where rain

DEED 88-0424 D01

water accumulates from the storm sewer in-flow pipes before draining through the out-flow pipe.

#### Section IV - Extent of the Easement

National agrees not to disturb the storm water detention area described herein in any way which would affect the dry detention areas' continued capability of providing steady storm water runoff, subject to the following condition:

That the City will give National forty-eight (48) hours prior written notice before undertaking any activity on the property.

#### Section V - Maintenance

National and its successors shall be responsible for the maintenance, regulation, and the control of the storm water detention facility located on its property. National and its successors shall be responsible for keeping the in-flow and discharge pipes free from obstruction on the National property.

#### Section VI - Easement to Run with Land

This grant of easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors, or assigns.

DEED 88-0424 D02

Section VII - Emergency Access

In accordance with the terms herein, access to the dry detention facility shall be available at all times to the City for emergency repairs.

Section VIII - Landowner's Use of Property

National shall have the right to use the surface of the land over said Easement as its own, for any purpose, including the right to erect any building or structure upon, across, over, through or around the Easement or right of way provided, however, that same does not unreasonably interfere with or endanger the City's access to the storm water retention and detention basins.

Section IX - Restoration and Repair

The City agrees to replace and restore National's property to the same condition as existed prior to the City's entrance upon the property during emergency situations and for any other purposes and uses of such Easement by the City, including all ingress and egress to and through National's property and all future installation, maintenance, inspection, construction, reconstruction, excavation, removal, replacement or repair of said detention areas by the City, for which this Easement is granted.

DRED 88-0424 D03

Section X - No Unreasonable Interference with Landowner

The City agrees that its activities in connection with this Easement shall not unreasonably interfere with National's use and enjoyment of the property.

Section XI - Relocation

Notwithstanding anything to the contrary contained herein, National reserves the right to change the location of said Easement, at its own expense, upon written notification to the City at least ninety (90) days prior to the commencement of such relocation and subject to the further requirement that said relocated Easement be similar in size, character and condition and provide the same storm water detention capability as previously in existence and that said relocated Easement provides the City similar accessibility to the property as described herein.

DEED 88-0424 D04

In witness whereof, the parties have executed this agreement the day and year first written above.

NATIONAL AMUSEMENTS, INC.

Sharon Hassan  
Witness

Samuel Feldman  
By: Samuel Feldman  
Its: Vice President

Margaret M Keating  
Witness

CITY OF CENTERVILLE

Norbert Hoffman  
Witness

[Signature]  
By: [Signature]

Linda Schmitt  
Witness

DEED 88-0424 D05



COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF NORFOLK )

The foregoing instrument was acknowledged before me  
this 26 day of May, 1988 by the  
of National Amusements, Inc., a corporation on behalf of the  
corporation.

*Jean Marie West*  
Notary Public

COUNTY OF MONTGOMERY )  
 ) SS.  
STATE OF OHIO )

The foregoing instrument was acknowledged before me  
this 7th day of July, 1988 by Dorothy Kenning Mayor  
the City of Centerville on the City's behalf.



*Marilyn J. McLaughlin*  
Notary Public  
MARILYN J. McLAUGHLIN, Notary Public  
In and for the State of Ohio  
My Commission Expires Sept. 29, 1989

This instrument was prepared by Nick N. Farquhar

DEED 88-0424 D06

EXHIBIT A

Exhibit A is a Detention Basement Easement Map dated March 2, 1988 for Showcase Cinemas, Loop Road and Interstate 675. The map is of such a size that it is not recordable.

The original of the map is on file with the Clerk of Council, City of Centerville, 100 West Spring Valley Road, Centerville, Ohio 45459 and may be viewed at that location during regular business hours.

DRED 88-0424 D07

EXHIBIT B



JOHN MEYER CONSULTING

• CIVIL ENGINEERING  
• SITE PLANNING  
• TRANSPORTATION

• LANDSCAPE ARCHITECTURE  
• DESIGN MANAGEMENT  
• ENVIRONMENTAL STUDIES

120 BEDFORD ROAD  
ALMONK, NEW YORK 10504  
(914) 273 5225

JMC Proj. 8739  
Showcase Cinemas  
I-675 & Loop Road  
Centerville, OH  
April 21, 1988

ACCESS EASEMENT FOR DETENTION BASINS 1 & 2  
SHOWCASE CINEMAS

An access easement of varying width over lands of National Amusements, Inc. situated in Section 26, Town 2, Range 6, M.R.S., Washington Township, City of Centerville, Montgomery County, State of Ohio, described as follows: COMMENCING at the intersection of the southerly line of Interstate Route 675 and the westerly line of Loop Road, being also the northeasterly corner of lands of National Amusements, Inc.; thence along said line of Loop Road, South 6 degrees 40 minutes 40 seconds East 308.00 feet to the POINT OF BEGINNING; thence leaving said line of Loop Road and running the following courses along the northerly and easterly line of the hereinafter described easement: South 84 degrees 38 minutes 24 seconds West 70.21 feet to a point of curvature; thence along a curve to the left having a radius of 100.00 feet through a central angle of 17 degrees 12 minutes 11 seconds an arc distance of 30.02 feet to a point of tangency; thence South 67 degrees 26 minutes 13 seconds West 726.83 feet to a point of curvature; thence along a curve to the right having a radius of 23.00 feet through a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 36.13 feet to a point of tangency; thence North 22 degrees 33 minutes 47 seconds West 121.00 feet to a point of curvature; thence along a curve to the left having a radius of 29.00 feet through a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 45.55 feet to a point of tangency; thence South 67 degrees 26 minutes 13 seconds West 559.94 feet, North 7 degrees 56 minutes 22 seconds West 45.00 feet, North 74 degrees 40 minutes 26 seconds West 35.71 feet to the southerly line of the entrance ramp of Interstate Route 675; thence along the same South 45 degrees 28 minutes 52 seconds West 229.34 feet; thence leaving said line South 24 degrees 07 minutes 48 seconds East 24.39 feet to the northerly line of lands now or formerly of Aetna Real Estate Associates, L.P.; thence along the same North 86 degrees 15 minutes 31 seconds East 141.70 feet, South 71 degrees 18 minutes 42 seconds East 30.00 feet; thence leaving said line and running along the easterly, southerly, westerly and line of the hereinafter described easement North 43 degrees 01 minutes 48 seconds East 54.11 feet, North 7 degrees 56 minutes 22 seconds West 65.93 feet, North 67 degrees 26 minutes 13 seconds East 566.20 feet to a point of

DEED 88-0424 D08

curvature; thence along a curve to the right having a radius of 5.00 feet through a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 7.85 feet to a point of tangency; thence South 22 degrees 33 minutes 47 seconds East 145.00 feet to a point of curvature; thence along a curve to the left having a radius of 23.00 feet through a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 36.13 feet to a point of tangency; thence North 67 degrees 26 minutes 13 seconds East 714.99 feet, North 84 degrees 38 minutes 24 seconds East 50.00 feet, South 51 degrees 01 minutes 08 seconds East 14.30 feet, South 06 degrees 40 minutes 40 seconds East 184.92 feet, South 50 degrees 45 minutes 37 seconds East 19.80 feet, North 84 degrees 14 minutes 23 seconds East 54.01 feet to the aforementioned westerly line of Loop Road; thence along the same North 06 degrees 40 minutes 40 seconds West 246.46 feet to the Point of Beginning.

Containing 1.7765 acres, more or less.

ID #915/lp

DEED 88-0424 D09

Instrument Number: 1988-00014225 88-00424D01 Seq: 9

EXHIBIT C



JOHN MEYER CONSULTING

- CIVIL ENGINEERING
- SITE PLANNING
- TRANSPORTATION

- LANDSCAPE ARCHITECTURE
- DESIGN MANAGEMENT
- ENVIRONMENTAL STUDIES

120 BEDFORD ROAD  
ARMONK, NEW YORK 10504  
(914) 273-5225

JMC Proj. 8739  
Showcase Cinemas  
I-675 & Loop Road  
Centerville, OH  
April 21, 1989

**ACCESS EASEMENT FOR DETENTION BASIN 3  
SHOWCASE CINEMAS**

An access easement of varying width over lands of National Amusements, Inc. situated in Section 26, Town 2, Range 6, M.R.S., Washington Township, City of Centerville, Montgomery County, State of Ohio, described as follows: BEGINNING at the intersection of the southerly line of Interstate Route 675 and the westerly line of Loop Road, thence along the westerly line of Loop Road; South 6 degrees 40 minutes 40 seconds East 223.00 feet; thence leaving said line and running along the southerly and westerly line of said easement the following courses: South 83 degrees 19 minutes 20 seconds West 20.00 feet, North 74 degrees 19 minutes 46 seconds West 10.62 feet, North 29 degrees 19 minutes 46 seconds West 203.86 feet to the southerly right-of-way of Interstate Route 675; thence along the same North 67 degrees 26 minutes 13 seconds East 112.63 feet to the Point of Beginning.

Containing 0.3390 acres, more or less.

ID #915/lp

DEED 88-0424 D10

**EXHIBIT D**

Exhibit D is a sketch showing proposed access easements for Detention Ponds 1, 2 and 3 for Showcase Cinemas prepared by John Meyer Consulting dated April 20, 1988. Said sketch is too large for recording, but is on file with the Clerk of Council, City of Centerville, 100 West Spring Valley Road, Centerville, Ohio 45459 and may be viewed at that location during regular business hours.

DEED 88-0424 D11

# EXHIBIT B



5096

## EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made this 25<sup>th</sup> day of March 1988 by and among Aetna Real Estate Associates, L.P., a Delaware limited partnership, doing business in Ohio as Aetna Real Estate Associates Limited Partnership ("Aetna") Lincoly, a Missouri general partnership ("Lincoly") and National Assessments, Inc., a Maryland corporation ("National").

WHEREAS, Aetna is the owner of a certain parcel of real property located in the City of Centerville, Montgomery County, Ohio, the legal description of such parcel being set forth in Exhibit "A-1", attached hereto and incorporated herein by reference (the "Aetna Parcel"); and

WHEREAS, Lincoly is the land lessee of the Aetna Parcel pursuant to a lease dated September 24, 1986 by and between Lincoly, as lessee, and Aetna, as lessor, recorded in Microfiche No. 86-1779, Page E06 in the Office of the Montgomery County, Ohio Recorder, as amended by a First Amendment to Lease dated \_\_\_\_\_, 1988; and

WHEREAS, National is the owner of a certain parcel of real property located in the City of Centerville, Montgomery County, Ohio, the legal description of such parcel being set forth in Exhibit "A-2" (the "National Parcel"); and

WHEREAS, Aetna, Lincoly and National desire to create certain easements in and upon the Aetna Parcel and the National Parcel for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises, covenants and agreements herein contained, the adequacy and receipt of which are acknowledged by the parties, the parties hereby agree as follows:

1. For the purposes of this Agreement, the following definitions shall apply:

(a) "Party" or "Parties", as the case may be, shall mean Aetna and National, and any successor person or persons to Aetna or to National acquiring fee ownership interest in the Aetna Parcel or the National Parcel, and shall mean Lincoly, and any successor person or persons to Lincoly's leasehold estate in the Aetna parcel;

(b) a Party granting an easement is called the "Grantor", it being intended that the grant shall thereby bind and include not only such Party but also its successors and assigns;

(c) a Party to whom an easement is granted is called the "Grantee", it being intended that the grant shall benefit and include not only such Party but also its successors and assigns;

(d) the word "in", with respect to an easement granted "in a Particular Parcel", means, as the context may require, "in", "to", "on", "over", "through", "upon", "across", and "under", or any one or more of the foregoing;

NO FURTHER RECORDED  
88 MAR 25 AM 11:28

RECORDED  
MONTGOMERY COUNTY, OHIO

40. VICTOR L. JEFF  
RECORDED

6 88 MAR 25 AM 11:28

MONTGOMERY CO. OHIO  
RECORDER

DEED 88-0158 A01

(e) the grant of an easement by grantor shall bind and burden the Grantor's Parcel which shall, for the purpose of this Agreement, be deemed to be the servient tenement (where only a portion of the Parcel is bound and burdened by an easement, only that portion shall be deemed to be the servient tenement);

(f) the grant of an easement to the Grantee shall benefit and bind the Grantee's Parcel which shall, for the purpose of this Agreement, be deemed to be the dominant tenement (where only a portion of the Parcel is so benefited, only that portion shall be deemed to be the dominant tenement); and

(g) all easements granted herein are non-exclusive.

2. All easements granted herein shall exist by virtue of this Agreement without the necessity of confirmation by any other document and shall terminate upon recitation of a written instrument(s) executed by the Parties at the time in question with respect to the Aetna Parcel and the National Parcel.

3. Aetna and Liberty, as Grantees, hereby jointly and severally grant to National, as Grantee, an easement for emergency vehicular traffic in that portion of the Aetna Parcel, the location and width of which is described on Exhibit "A" as the "Emergency Access Way", for the purpose of providing emergency access for fire and other emergency equipment, vehicles and persons to the National Parcel over and across the Aetna Parcel, and for no other purpose, subject to the following reservations:

(a) Liberty, its successors and assigns at law or their sole cost and expense, shall construct and maintain the improvements within the Emergency Access Easement, including, without limitation, the curb cuts and fences which will be constructed in such a manner so as to provide fire trucks and other emergency vehicles access, in an emergency situation, to the National Parcel; and

(b) Grantor shall have the right, from time to time, upon at least thirty (30) days' prior written notice to Grantee, to change the location of the Emergency Access Easement and the improvements located therein, provided that any such relocation shall not change the point of entrance of the Emergency Access Easement to the National Parcel and provided that Grantee, at Grantor's sole cost, shall provide alternative emergency access to the National Parcel from the Aetna Parcel, which conforms with all requirements of any governmental authorities, including the City of Cambridge, applicable thereto.

4. Parties and Liberty hereby jointly and severally grant to National, its successors and assigns and National hereby grants to Aetna and Liberty, their successors and assigns an easement in (s)/their (Grantor's) Parcel to use the "Storm Sewer Facilities" (as defined herein) serving the Parcel of Grantee, together with an easement in Grantor's Parcel for the purpose of exercising the aforementioned easement rights. "Storm Sewer Facilities" shall mean those portions of the storm sewer system (including, but not limited to, storm sewer lines, storm sewer pipes, retention or detention ponds, catch basins, manholes, drainage basins and underground storm water detention or retention structures, basins and facilities) which now or hereafter service the Aetna Parcel and/or the National Parcel which are located, or to be located, in those portions of the Aetna Parcel and the National Parcel as set forth on

-3-



Exhibit "C" (the "Storm Sewer Easement Areas"). In the event that any portion of the Storm Sewer Facilities as now or hereafter constructed are not actually located within the Storm Sewer Easement Areas, this Agreement shall be deemed automatically amended to include within the Storm Sewer Easement Areas that portion of Grantor's Parcel on which such Storm Sewer Facilities are located. The Grantor of any easement for Storm Sewer Facilities under this Paragraph 4 shall not erect, place or maintain, nor permit the erection, placement or maintenance, of any building or other structure, except paved parking areas, roadways, pedestrian walkways, detention facilities and landscaping in the Storm Sewer Easement Areas. The Grantor of any easement for Storm Sewer Facilities under this Paragraph 4 shall be responsible, as between Grantee and Grantor, for the construction, installation, operation, maintenance and repair of all Storm Sewer Facilities located on its Parcel. The Grantor of an easement under this Paragraph 4 may relocate on its Parcel any Storm Sewer Facilities installed thereon provided that such relocation:

(a) may be performed only after Grantor has given Grantee at least thirty (30) days' prior notice of its intention to relocate such Facility;

(b) shall not interfere with or diminish Grantee's use and enjoyment of the Storm Sewer Facilities (however, temporary interferences with such use and enjoyment shall be permitted if they cannot be reasonably avoided and such interruption is permitted by governmental authorities with jurisdiction);

(c) shall not reduce or unreasonably impair the usefulness or function of the Storm Sewer Facilities;

(d) shall be performed at the sole cost of Grantor; and

(e) shall not violate any applicable requirement of governmental authorities with jurisdiction.

5. Linsley shall not alter its storm water drainage system or pattern so as to overload storm water flow into the Storm Sewer Facilities.

6. The easements, agreements and promises of each Party, as set forth in this Agreement, are covenants and not conditions, and to the fullest extent legally possible all such covenants shall run with the land.

7. If any Party ("Defaulting Party") violates any of the terms, provisions, agreements or restrictions contained in this Agreement, any other Party may, at any time, give written notice to the Defaulting Party setting forth such violation (the "Violation"). If the Violation is not corrected within thirty (30) days after receipt of such notice, or if the Violation is such that it cannot be corrected within such time and if the Defaulting Party fails to commence correction of the Violation within such period and diligently prosecute the same thereafter, then, in either such event, the other Party(ies) shall have the right to correct the Violation (including the right of the other Party(ies) to enter upon the Defaulting Party's Parcel to make repairs), and the Defaulting Party shall promptly, upon demand, reimburse the other Party(ies) for any sum of money that the other Party(ies) expend(s) in attempting to remedy the Violation, all such sums shall bear interest at the rate of two

percent (2) per annum over the then existing prime rate of interest charged by Chase Manhattan Bank, New York, New York (but in no event shall exceed the maximum rate per annum permitted by law) from the date of expenditure until the date of such reimbursement.

8. Each Party hereto represents and warrants to the other Party(ies) that it has full power and authority to grant the easements herein contained.

9. In the event of any relocation of the Emergency Access Easement, the Storm Sewer Facilities or Storm Sewer Easement Areas pursuant to this Agreement, or the discovery that any of the Storm Sewer Facilities are not located within the Storm Sewer Easement Areas, then, in any such event, at the request of any Party, the Parties shall execute an amendment to this Agreement, which amendment shall relate back to the date of this Agreement and shall have priority over any mortgages, liens or other claims in any of the Parcels which is created after the date hereof.

10. The locations of the Emergency Access Easement and Storm Sewer Easement Areas are shown on the plat attached hereto as Exhibit D.

11. In the event of an amendment to this Agreement pursuant to Paragraph 9 hereof, each Party shall be responsible for obtaining the written consent of any mortgagee or lien holder with respect to such Party's interest in the subject real estate, said written consent(s) to be in recordable form and attached to any such amendment.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

Signed and acknowledged  
in the presence of:

ARINA REAL ESTATE ASSOCIATES, L.P., a  
Delaware limited partnership, doing  
business in Ohio as ARINA REAL ESTATE  
ASSOCIATES LIMITED PARTNERSHIP

By: Astra/Area Corporation, general  
partner

Louis C. Howe  
Witness

Oliver H. G. Nichols  
By: Oliver H. G. Nichols  
Name: OLIVER H. G. NICHOLS  
Title: ASSISTANT VICE PRESIDENT

Alfred H. [Signature]  
Witness

STATE OF Connecticut }  
COURTY OF Hartford } SS.

AS IT REMEMBERED, that on the 21<sup>st</sup> day of March, 1968, before me  
the subscriber, a Notary Public in and for said county, personally came  
Oliver H. G. Nichols of Astra/Area Corporation, a  
Connecticut corporation, and acknowledged that he executed the aforesaid  
Consent of Mortgage on behalf of said corporation as a general partner of  
Astra Real Estate Associates, L.P., and acknowledged the signing thereof to be  
his voluntary act and deed, and the voluntary act and deed of Astra/Area  
Corporation and Astra Real Estate Associates, L.P.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my  
official seal, on the day and year last aforesaid.

Margaret Walsh  
Notary Public.

My Commission Expires:

MARGARET WALSH  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1962



Signed and acknowledged  
in the presence of:

LINDLAY, a Missouri general partnership

By: JDP Investment Corporation, a  
general partner

By: Madine Rafferty  
Madine Rafferty, Vice President

W. Mark P... [Signature]  
Witness  
Janice J. Bennett  
Witness

STATE OF OHIO }  
COUNTY OF HAMILTON } ss.

BE IT REMEMBERED, that on the 24<sup>th</sup> day of MARCH, 1988, before me  
the subscriber, a Notary Public in and for said county, personally came Madine  
Rafferty, Vice President of JDP Investment Corporation, a Missouri corpora-  
tion, who acknowledged that she executed the aforesaid Easement Agreement on  
behalf of said corporation, as a general partner of Lindlay, a Missouri  
general partnership, and acknowledged the signing thereof to be her voluntary  
act and deed, and the voluntary act and deed of Lindlay and JDP Investment  
Corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my  
official seal, on the day and year last aforesaid.

Any M. Ewanoff  
Notary Public.

My Commission Expires:

ANY M. EWANOFF  
Notary Public, State of Ohio  
My Commission Expires March 6, 1992

Signed and acknowledged  
in the presence of:

*[Handwritten signatures]*  
Witness

NATIONAL AMUSEMENTS, INC., a Maryland  
corporation

By: *[Signature]*  
Name: Jerome Wagner  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK }  
COUNTY OF NORFOLK } SS.

BE IT REMEMBERED, that on the 23 day of March, 1988, before me  
the subscriber, a Notary Public in and for said county, personally came  
Jerome Wagner, Vice President of National Amusements, Inc., a  
Maryland corporation, who acknowledged that he executed the aforesaid  
Easement Agreement on behalf of said corporation, and acknowledged the signing  
thereof to be his voluntary act and deed, and the voluntary act and deed of  
National Amusements, Inc.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my  
official seal, on the day and year last aforesaid.

*[Signature]*  
Notary Public.



My Commission Expires:  
Sept 15, 1989

Exhibit "A"  
Emergency Access Easement

Legal Description  
The Centerline of a 30' & 50' Ingress/Egress Easement

Situated in Section 26, Town 2, Range 8, M.R.S., Washington Township, City of Centerville, Montgomery County, State of Ohio and being the centerline of a 30' & 50' Ingress/Egress Easement and being more fully described as follows:

Commencing at the southeast corner of said section 26 and the existing centerline of Alexandersville Bellbrook Road (S.R. 725);

thence South 85° 42' 50" West along the south line of said section and the existing centerline of Alexandersville Bellbrook Road (S.R. 725), 724.02 feet to a point;

thence North 4° 17' 10" West, 80.00 feet to a found iron pin with cap in the north right of way line of Alexandersville Bellbrook Road (S.R. 725);

thence along said north right of way line, South 85° 42' 50" West, 889.76 feet to the Real Point of Beginning for this easement;

thence leaving said north R/W line and with the centerline of a 50' Ingress/Egress Easement the following three courses: North 4° 17' 10" West, 42.85 feet to a point;

thence along the arc of a curve to the left having a radius of 91.45 feet, arc distance of 84.22 feet, chord bearing North 24° 24' 15" West, 62.91 feet to a point;

thence North 44° 31' 18" West, 106.43 feet to a point being the intersection of the 50 foot and 30 foot ingress/egress easement;

thence along the centerline of said 30 foot ingress/egress easement the following 14 courses: South 45° 33' 28" West, 197.71 feet to a point;

thence along the arc of a curve to the right having a radius of 85.86 feet, arc distance of 46.02 feet, chord bearing South 85° 38' 10" West, 46.08 feet to a point;

thence South 85° 42' 50" West, 142.40 feet to a point;

thence North 44° 31' 07" West, 118.64 feet to a point;

thence South 46° 28' 53" West, 27.50 feet to a point;

thence along the arc of a curve to the right having a radius of 67.50 feet, arc distance of 90.32 feet, chord bearing North 88° 31' 07" West, 81.32 feet to a point;

thence North 44° 31' 07" West, 143.40 feet to a point;  
thence North 46° 28' 53" East, 463.80 feet to a point;  
thence North 73° 58' 14" East, 98.97 feet to a point;  
thence along the arc of a curve to the left having a radius of  
45.82 feet, arc distance of 70.12 feet, chord bearing North 30°  
09' 03" East, 83.48 feet to a point;  
thence North 13° 41' 05" West, 106.23 feet to a point;  
thence North 46° 28' 53" East, 166.41 feet to a point;  
thence North 88° 16' 31" East, 129.87 feet to a point;  
thence South 71° 16' 42" East, 83.03 feet to the terminus of said  
easement.

Subject to all legal highways, easements and restrictions of  
record.

The above description is shown on a plat of survey prepared by  
American Land Surveys under the direction of Terry N. Kohler,  
Ohio Registration No. 6364, dated January 25, 1988 and being Job  
No. 16-88.

ALS Job No. 16-88  
February 2, 1988

4

DEED 88-0158 B02

Exhibit "C"  
Storm Sewer Easement Areas

Proposed Storm Water Easement

Situated in Section 26, Town 2, Range 6, M.R.S., Washington Township, City of Centerville, Montgomery County, State of Ohio, and being the centerline of a 10' storm water easement including two detention basin areas, and being more particularly described as follows:

Commencing at the southeast corner of said Section 26 and the existing centerline of Alexandersville Bellbrook Road (S.R. 725);

thence South 85° 42' 50" West along the south line of said section in the existing centerline of Alexandersville Bellbrook Road (S.R. 725), 724.02 feet to a point;

thence North 4° 17' 10" West, 60.00 feet to a point in the north right of way line of Alexandersville Bellbrook Road (S.R. 725);

thence continuing North 4° 17' 10" West, 798.75 feet to an iron pin with cap;

thence South 85° 43' 55" West, 135.00 feet to a point;

thence continuing along said line South 85° 43' 55" West, 300.48 feet to the Real Place of Beginning for this description;

thence along the centerline of said 10' storm water easement, North 32° 05' 58" West, 59.94 feet;

thence North 89° 56' 50" West, 225.84 feet to Point A;

thence North 6° 13' 42" West, 130.31 feet;

thence South 75° 14' 36" West, 89.37 feet to Point B, said Point B being the beginning of a detention basin area;

thence with the limits of said detention basin area the following five courses: South 7° 20' 57" East, 164.47 feet;

thence North 71° 16' 42" West, 53.24 feet;

thence South 86° 15' 31" West, 176.70 feet (passing Point C at 159.70 feet);

thence North 45° 28' 53" East, 281.34 feet;

thence South 7° 20' 57" East, 40.00 feet to Point B;

thence beginning at Point C and the along the centerline of said 10' storm water easement the following three courses: South 45° 00' 31" West, 200.00 feet;



thence South 31° 30' 31" West, 222.00 feet;

thence South 46° 15' 31" West, 480.00 feet to Point D, said point D being the beginning of detention chamber area;

thence along the limits of detention chamber area the following five courses: South 43° 44' 29" East, 163.00 feet;

thence South 46° 15' 31" West, 120.00 feet;

thence North 43° 44' 29" West, 200.00 feet;

thence North 46° 15' 31" East, 120.00 feet;

thence South 43° 44' 29" East, 37.00 feet to Point D (passing Point E at 20.00 feet);

thence beginning at Point E, North 12° 50' 15" East, 79.18 feet to the terminus of the above described easement, said terminus being part of a storm channel easement recorded in Deed Book 84298C05.

Along with the above description, beginning at said Point A and being the centerline of a 10' storm water easement, South 18° 41' 20" East, 72.28 feet to the north property line of a 22.4239 acre tract.

Subject to all legal highways, easements and restrictions of record.

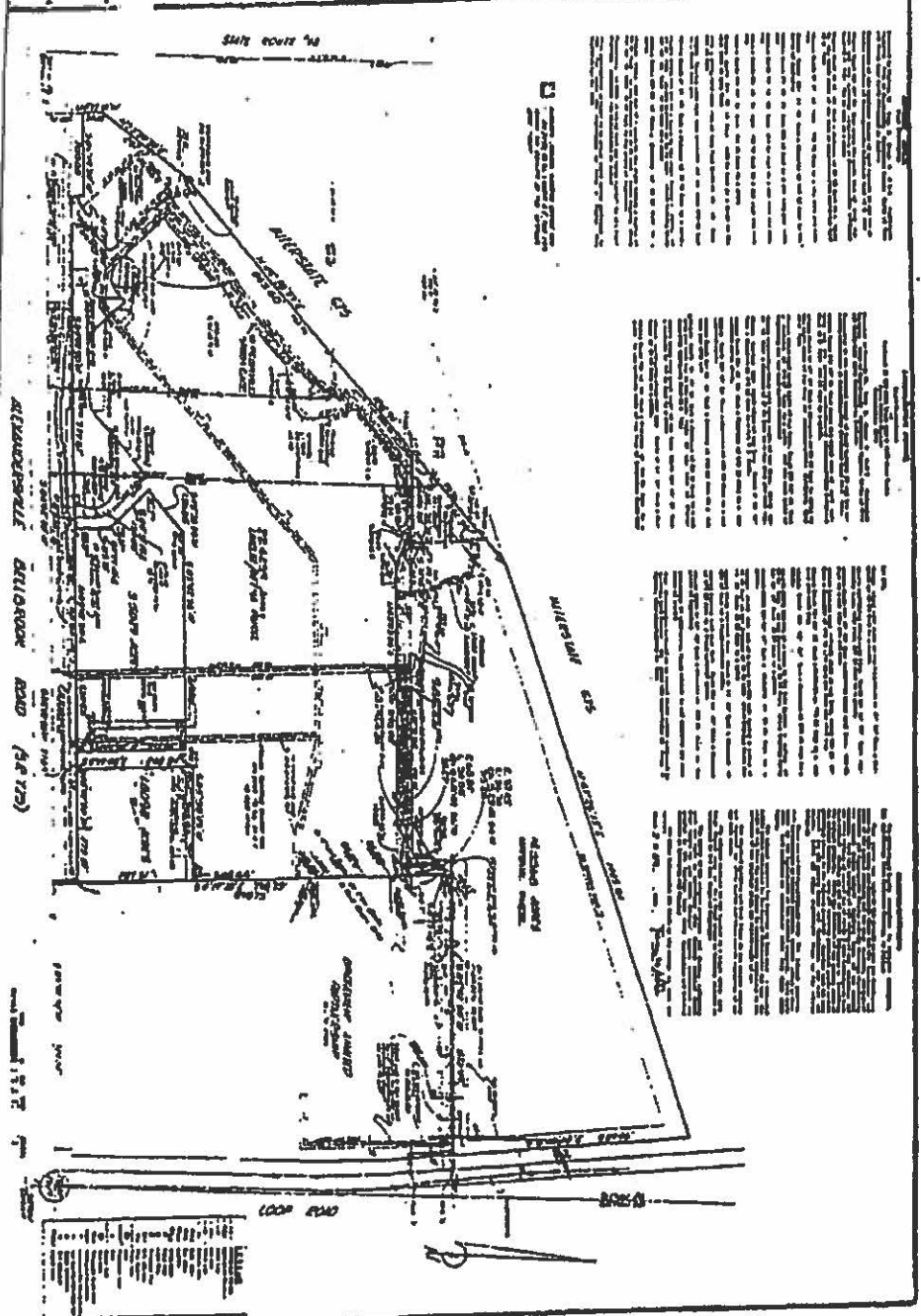
The above description is shown on a plat of survey prepared by American Land Surveys under the direction of Terry N. Kohler, Ohio Registration No. 8384, dated January 25, 1988 and being Job No. 16-86.

ALS Job No. 16-86  
February 2, 1988

DEED 88-0158 B04

8

Exhibit "p"



The following is a description of the land shown in the above plat:  
 The land is situated in the County of ... State of ...  
 and is bounded on the north by ... on the east by ...  
 on the south by ... and on the west by ...  
 The land is divided into ... sections of ... acres each.  
 The total area of the land is ... acres.  
 The land is owned by ...  
 The land is subject to the following easements:  
 1. ...  
 2. ...  
 3. ...  
 The land is subject to the following covenants:  
 1. ...  
 2. ...  
 3. ...

PART OF SURVEY  
 FOR  
**LINCLAY CORPORATION**  
 CENTERVILLE, OHIO

DEED 88-0158 B05

H:\CADD\Projects\Synergy>Showcase Cinema\Allure 2016 Hills\ALLURE RP.DWG, MAY 09, 2017 - 15:14:06

EASEMENTS TO BE VACATED

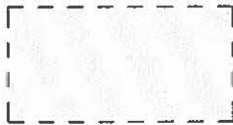
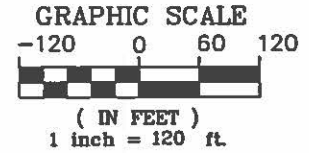
EXHIBIT A	STORM WATER DETENTION AND EMERGENCY ACCESS MF #88-424001
EXHIBIT B	EX STORM WTR ESMT. MF #88-158A01

# EXHIBIT C EASEMENT VACATION ALLURE

LOCATED IN  
SECTION 26, TOWN 2, RANGE 6 MRS  
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO

MAY, 2017

PREPARED BY:



\*\*\*  
EASEMENTS TO BE VACATED

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTH LINE OF A 14.5568 ACRE TRACT AS RECORDED IN MF #88-157E03, SAID NORTH LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 675. (N67°26'13"E)

INTERSTATE ROUTE 675  
(PUBLIC R/W w/ LIMITED ACCESS)  
(WIDTH VARIES)

