

**DECLARATION OF RECIPROCAL EASEMENT AGREEMENT
(WITH LIMITED JOINDER)**

This Declaration of Reciprocal Easement Agreement (this “Declaration”) is made, effective as of August, ____ 2017, by Jeffco Resources, Inc. (“Jeffco”), an Ohio corporation, having an address at 72 Airport Road, Wintersville, Ohio 43953.

RECITALS

A. Jeffco is the owner of that certain parcel of real estate described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”).

B. Jeffco intends to subdivide the Property into eighteen (18) separate parcels as numbered and identified on Exhibit B attached hereto and incorporated herein by reference. Parcels 1 through 18 are described on Exhibits B-1 through B-18 attached hereto and incorporated herein by reference. Each of said parcels shall be referred to herein by its parcel number (e.g., “Parcel 1”).

C. Helen M. Sipos, Eugene A. Sipos and Dolores J. Titus (collectively, “Sipos-Titus”) are the beneficiaries of a forty (40) foot wide right of way described in O.R. Vol. 476; Page 874 of the Jefferson County, Ohio Recorder’s Office (the “Sipos-Titus ROW”) that is coextensive with the East Lane and which benefits that certain real property conveyed to Sipos-Titus in O.R. Vol. 639; Page 641 of the Jefferson County, Ohio Recorder’s Office (the “Sipos-Titus Parcel”). The Sipos-Titus Parcel is more particularly described on Exhibit “E” attached hereto and incorporated herein by reference. Sipos-Titus are joining in this Declaration for the limited purposes described in the Joinder attached hereto.

D. Parcels 1 through 18 and the Sipos-Titus Parcel are sometimes referred to herein, collectively, as the “Parcels”.

E. Jeffco desires to grant and declare for itself and for the benefit of all present and future owners and tenants of the Parcels, their respective successors and assigns, the easements described herein on, over, under and across the real property described on Exhibit C-1 (the “West Lane”), Exhibit C-2 (the “Middle Lane”) and Exhibit C-3 (the “East Lane”), but subject to the restrictions, conditions and obligations set forth in this Declaration. The West Lane, the Middle Lane and the East Lane are sometimes referred to herein collectively as the “Lanes”.

NOW, THEREFORE, in consideration of the covenants and provisions herein contained and the good and valuable consideration, the sufficiency of which is hereby acknowledged, Jeffco hereby grants, for itself and its successors and assigns, and declares that the Property shall be subject to, the following:

1. Grant of Easements. Jeffco hereby grants for the benefit of each of the Parcels, or any portion thereof, the following easements on, over under, and across each of the Lanes:

1.1 Ingress/Egress Easements. Nonexclusive easements for the purpose of pedestrian and vehicular traffic between the Parcels and public rights of way. Notwithstanding anything to the contrary contained in this Declaration, the parties agree that no buildings or other structures shall be constructed within the any of the Lanes and no vehicles shall be parked within the Lanes at any time.

1.2 Utility Easements. Nonexclusive easements under, over and across the Lanes for the installation, operation, maintenance, repair, replacement and removal of new, and existing, water lines and systems; telephone lines and systems; gas lines and systems; electrical lines and systems; storm and sanitary sewers, drainage lines and systems; and any other utility lines or systems developed to serve any of the Parcels; provided, however, that all new and existing pipes, wires, lines, conduits, mains, sewers, systems and related equipment (“Utility Facilities”) shall be installed underground, if possible, or otherwise installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Parcels or the Lanes. The above grant includes, but is not limited to, the right to connect to any storm water or sanitary sewer lines located within the Lanes. The owners of the Parcels agree to use their good faith efforts to reasonably cooperate with one another as to the location of all Utility Facilities. The owner of each Parcel shall be solely responsible for the maintenance, repair and replacement of the Utility Facilities serving their respective parcel; provided, however, if the Utility Facilities are damaged or destroyed by the negligent or willful and wrongful act of another Parcel owner, or his respective agents, contractors, unit owners, guests, or tenants, the cost of such repair shall be paid only by the owner causing or responsible for the damage. To the extent that any installation, maintenance, repair or replacement requires the alteration of any road surface constructed within the Lanes, the Parcel owner performing the work shall return the Lanes to the pre-existing condition.

2. Unimpeded Access. The owners of the Parcels agree that no barricade, fence, partition, rail, or other divider of any kind shall be constructed within the Lanes and the owners of the Parcels shall do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic between the Parcels and public rights of way.

3. Use of Easements. The use of all easements established by this Declaration shall, in each instance, be nonexclusive and for the use and benefit of the owners of the Parcels and their respective successors, assigns and such agents, customers, invitees, licensees, employees, servants, contractors, mortgagees, tenants and tenants’ customers, invitees, employees, servants, licensees, contractors and agents as might be designated by the owners of the Parcels from time to time (all of whom are hereinafter referred to as “Permittees”).

4. Maintenance of the Lanes. The owners of the Parcels shall maintain (up to the centerline) the surface of that portion of the Lanes abutting their respective parcels in the condition in which they exist at the date hereof, subject to the limitations of weather, seasonal conditions and other matters beyond the control of the owners of the Parcels. For purposes of the forgoing sentence, “maintain” shall include, but not be limited to, grading and graveling, downed tree removal and snow removal for any snowfall accumulating in excess of four (4) inches. The out-of-pocket cost of any maintenance properly performed by any Parcel owner hereunder shall

be borne by all of the Parcel owners in the respective percentages set forth in the Maintenance Reimbursement Table (“MRT”) attached hereto as Exhibit “D” and incorporated herein by reference. Any Parcel owner performing maintenance as described above shall deliver a written request for reimbursement to the other Parcel owners, with reasonable back-up information detailing the out-of-pocket expense (“Reimbursement Request”). Within thirty (30) days of receipt of a Reimbursement Request, the other Parcel owners shall pay their respective percentage(s), as set forth in the MRT, of such expenses.

5. Duration. This Declaration and the rights and obligations established hereunder shall continue in full force and effect until terminated by the written consent of all Parcel owners.

6. Legal Effect. Each of the easements and rights established by this Declaration are appurtenant to the Parcels and may not be transferred, assigned or encumbered except as an appurtenance to such Parcel. Each covenant contained in this Declaration (a) is made for the direct mutual and reciprocal benefit of the Parcels; (b) with the sole exception of the Sipos-Titus Parcel, establish mutual equitable servitudes on the Parcels; (c) constitute a covenant running with the land; (d) binds every party now having or hereinafter acquiring an interest in a Parcel; and (e) will inure to the benefit of the owner of each of the Parcels and their respective successors, assigns and mortgagees. Each party agrees that on conveyance of all or part of their respective properties, the grantee, by accepting such conveyance with thereby become a new party to and be bound by the terms and conditions and covenants contained in this Declaration.

7. No Dedication. Nothing contained in this Declaration shall be deemed to constitute a gift, grant or dedication of any portion of any Parcel to the public or for any public purpose whatsoever, it being the intention of Jeffco that this Declaration will be strictly limited to private use of the owners of the Parcels and their respective Permittees. This Declaration is intended to benefit the owners of the Parcels and their respective successors, assigns and mortgagees.

8. Amendment. This Declaration and the provisions contained herein may be terminated, extended, modified or amended only with the express written consent of the owners of each of the Parcels.

9. Default; Remedies. Each party to this Declaration agrees that the provisions of this Declaration will be enforced as follows:

9.1 Injunctive Relief. In the event of any breach of this Declaration by any Parcel owner, in addition to their right to collect damages, the nondefaulting party shall have the right to enjoin such breach in a court of competent jurisdiction or to obtain a decree to compel performance if any such term, covenant or condition is not adequate. Prior to the commencement of any such action, written notice of the breach shall be given to the party claimed to have committed such violation.

9.2 Self Help. If any Parcel owner fails to comply with any provision herein (“defaulting party”) then any other Parcel owner (the “non-defaulting party”) may, upon ten (10) days’ prior written notice to the defaulting party, cure the default by the payment

of money or performance of other action for the account of the defaulting party. The foregoing right to cure shall not be exercised if within ten (10) days notice (i) the defaulting party cures the default, or (ii) if the default is curable, but cannot reasonably be cured within that time period, the defaulting party begins to cure such default within such time period and then reasonably diligently pursues such cure to completion. The ten (10) day notice period shall not be required if, using reasonable judgement, the non-defaulting party shall give notice reasonable under the circumstances to the defaulting party. Within ten (10) days following written demand, including copies of paid invoices, the defaulting party shall reimburse the non-defaulting party any sum reasonably expended by the non-defaulting party to cure the default. All remedies are cumulative and shall be deemed additional to any and all other remedies to which any owner or tenant may have at law or in equity.

9.3 Force Majeure. If performance of any action by any party under this Declaration is prevented or delayed by any act of God, war, labor disputes or other cause beyond the reasonable control of such party, the time for the performance of such action will be extended for the period that such action is delayed or prevented by such cause.

9.4 Notice of Default. Neither party under this Declaration shall be considered in default unless the defaulting party has received written notice specifying the nature of such default and has failed to cure or commence appropriate action to cure such default within the times herein provided.

10. Miscellaneous.

10.1 Attorneys' Fees. If any Parcel owner institutes any action or proceeding against another relating to the provisions of this Declaration or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the successful party therein for the reasonable expenses of attorneys' fees and disbursements incurred by the prevailing party.

10.2 Severability. If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) shall not be affected thereby and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

10.3 Governing Law. This Declaration shall be construed in accordance with the laws of the State of Ohio.

10.4 Captions. The captions of the paragraphs of this Declaration are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

10.5 Time. Time is of the essence of this Declaration.

10.6 Binding Effect. The provisions of this Declaration shall be binding upon and inure to the benefit of the owners of each Parcel, their respective successors, assigns, and mortgagees to the extent herein provided.

IN WITNESS WHEREOF, Jeffco Resources, Inc. has executed this Agreement, effective as of the date first written above.

JEFFCO RESOURCES, INC.

By: _____
Paul P. Carapellotti, Secretary and Treasurer

STATE OF OHIO)
) SS:
COUNTY OF JEFFERSON)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Paul P. Carapellotti, as Secretary and Treasurer of Jeffco Resources, Inc., who acknowledged that he did execute the foregoing instrument as and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this ____ day of August, 2017.

Notary Public

This Instrument Prepared By:
Michael S. Yashko, Esq.
Roetzel & Andress
850 Park Shore Drive
Third Floor
Naples, Florida 34103
239-338-4249
myashko@ralaw.com

JOINDER

The undersigned hereby join in this Declaration for the limited purpose of accepting the benefit of the easements declared and granted in the Declaration and acknowledging and agreeing to be bound by the maintenance obligations set forth in the Declaration. The undersigned agree that the forgoing rights and obligations shall be binding upon their respective heirs, successors and assigns and shall be a benefit to, and burden upon, the Sipos-Titus Tract and shall run with the land.

 Print Name: _____

STATE OF OHIO)
) SS:
COUNTY OF JEFFERSON)

BEFORE ME, a Notary Public in and for said county and state, personally appeared _____, who acknowledged that (s)he did execute the foregoing instrument as and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this ____ day of August, 2017.

 Notary Public

 Print Name: _____

STATE OF OHIO)
) SS:
COUNTY OF JEFFERSON)

BEFORE ME, a Notary Public in and for said county and state, personally appeared _____, who acknowledged that (s)he did execute the foregoing instrument as and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this ____ day of August, 2017.

 Notary Public

Print Name: _____

STATE OF OHIO)
) SS:
COUNTY OF JEFFERSON)

BEFORE ME, a Notary Public in and for said county and state, personally appeared _____, who acknowledged that (s)he did execute the foregoing instrument as and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this _____ day of August, 2017.

Notary Public

EXHIBIT A

[Legal Description of Entire Arrowhead Parcel]

EXHIBIT B

**[Drawing showing Parcels 1 through 18
and the West Lane, the Middle Lane and the East Land]**

EXHIBIT B-1 through B-18

[Separate Legal Descriptions for each of Parcels 1-18]

EXHIBIT C-1 through C-3

[Legal Descriptions of West Lane, Middle Lane and East]

EXHIBIT D

[Maintenance Reimbursement Table to be attached here]

EXHIBIT E

[Legal Description of Sipos-Titus Parcel]