

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is made and entered into as of the _____ day of _____, 2011, by and between **FORMAN PARTNERS LP**, an Ohio limited partnership ("Forman"), and the **BOARD OF EDUCATION OF THE BIG WALNUT LOCAL SCHOOL DISTRICT**, a political subdivision of the State of Ohio ("Big Walnut").

RECITALS

WHEREAS, Forman and Big Walnut previously entered into a certain Easement Agreement (the "Easement Agreement") filed of record on June 24, 2011 at Book 1050, Page 856, Recorder's Office, Delaware County, Ohio.

WHEREAS, Big Walnut continues to own a certain parcel of real property consisting of an approximately 37.839-acre tract of land, more or less, located in the Village of Sunbury, County of Delaware, and State of Ohio, as more particularly described in deed of record in Official Record Book 885, Page 1039 of the Delaware County Recorder's Office and being commonly known as tax parcel number 41713403028000 (the "School Parcel");

WHEREAS, Forman continues to own a certain parcel of real property abutting the School Parcel and consisting of an approximately 25.952-acre tract of land, more or less, located in the Village of Sunbury, County of Delaware, and State of Ohio, as more particularly described in deed of record in Volume 460, Page 1930 of the Delaware County Recorder's Office and being commonly known as tax parcel number 41713403006000 ("Forman Parcel");

WHEREAS, Forman and Big Walnut now desire to amend the Easement Agreement to clarify and modify certain terms and provisions thereof;

AND, WHEREAS, capitalized terms, unless otherwise defined herein, are intended to have the same meaning ascribed to such terms in the Easement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Sidewalk Easement. Forman hereby grants to Big Walnut, its successors, assigns, invitees, and licensees, a non-exclusive easement in, over, under, and across that portion of the Forman Parcel depicted on Exhibit A and shown thereon as the Proposed Sidewalk Easement Area (the "Sidewalk Easement Area") for the purposes of (a) ingress and egress through the Sidewalk Easement Area as necessary to provide pedestrian access to and from the School Parcel; and (b) installing, constructing, accessing, maintaining, repairing, replacing,

and utilizing the sidewalk located within the Sidewalk Easement Area. Forman reserves the right to use the Sidewalk Easement Area for pedestrian access to and from the Forman Parcel and for any other purposes that will not adversely affect the rights granted to Big Walnut under the Easement Agreement, as modified hereby.

2. Liability Insurance. Big Walnut shall add the Sidewalk Easement Area to the areas covered by Big Walnut's policy of commercial general liability insurance referenced in Section 8 of the Easement Agreement, and such coverage shall be consistent with the other insurance coverage requirements of Big Walnut under Section 8 of the Easement Agreement.

3. Sidewalk Maintenance. Big Walnut shall maintain and from time to time repair or replace, as necessary, the sidewalk located within the Sidewalk Easement Area, including performing, as deemed necessary in Big Walnut's reasonable discretion: (a) all repairs, maintenance, and replacements necessary to keep and maintain the sidewalk in the Sidewalk Easement Area in good condition and repair; and (b) snow and ice removal as necessary to prevent unreasonable accumulations thereof and provide safe and unimpeded access over the sidewalk within the Sidewalk Easement Area.

4. No Other Modifications. Except as modified, clarified, and otherwise amended by this Amendment, the Easement Agreement remains unchanged, and the parties hereby ratify and affirm all terms, covenants, and conditions set forth in the Easement Agreement consistent with the terms of this Amendment.

5. Headings. The headings used in this Amendment are intended for convenience only and shall not serve to limit or otherwise affect the construction of the terms and provisions of this Amendment.

6. Counterparts. This Amendment may be executed in counterparts that shall collectively be deemed as one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

FORMAN:

FORMAN PARTNERS LP

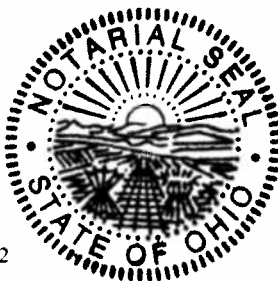
By: [Signature]
Printed Name: Mark J. Forman
Title: President

STATE OF OHIO,
COUNTY OF Delaware, SS:

The foregoing instrument was acknowledged before me this 10th day of November, 2011, by Mark J. Forman, the duly authorized President of Forman Partners LP, an Ohio limited partnership, on behalf of the partnership.

[Signature]
Notary Public

Commission Expires: 6/19/2016



REGINA S. CARPENTER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Morrow County
My Comm. Exp. 8/19/16

BIG WALNUT:

**THE BOARD OF EDUCATION OF THE
BIG WALNUT LOCAL SCHOOL DISTRICT**

By: _____
Diana Butts, Board President

By: _____
Felicia Drummey, Treasurer

STATE OF OHIO,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by
Diana Butts, the Board President, and Felicia Drummey, the Treasurer, of the Board of Education of the Big Walnut
Local School District, a political subdivision of the state of Ohio, on behalf of the political subdivision.

Notary Public

Commission Expires: _____

This instrument prepared by:
Todd O. Reutzel
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

EXHIBIT A

