

5) A right of way and easement for a walk in a strip of land, 1 foot in width, immediately adjoining the real estate described above, under "FIRST", on the East.

In the event of non-user or abandonment of the estate and interest described above under "FIRST", and "SECOND", there shall be no reversion or forfeiture to the GRANTOR, its successors and assigns.

GRANTOR RESERVES to itself, its successors and assigns forever, a right of way and easement for a walk to connect the property of the GRANTOR located West of the real estate described above, under "FIRST", with the property of the GRANTOR, located East thereof, over the following described strip of land:

Beginning at a point located 100 feet Northwardly from the point of beginning for the description above, under "FIRST", as measured along the West line of the description above, under "FIRST"; thence Eastwardly, parallel to the center line of Sidney Road, 31 feet to a point in the East line of the description above, under "FIRST"; thence Northwardly, with said East line, 5 feet to a point; thence Eastwardly, parallel to said center line of Sidney Road, 31 feet to a point in the West line of the description above, under "FIRST"; thence Southwardly, along said West line, 5 feet to the place of beginning for this description of said easement.

THE GRANTOR AND THE GRANTEE AGREE AS FOLLOWS:

1. No fence or wall shall be erected on said premises, but a hedge not to exceed two feet in height, ornamental grave lot fences not to exceed one foot in height, and a symbolic arch, shall not be deemed to be prohibited by this restriction,

2. GRANTOR covenants with Grantee that it has performed and will continue to perform all obligations and duties imposed upon it by said Deed in Deed Book 1812, Page 558, Hamilton County, Ohio, Records.

3. If GRANTOR should at any time decide to fill in and level off the sloping part of its remaining land, adjoining the real estate described above, under "FIRST" on the East and on the West, GRANTEE shall permit such fill to extend upon the sloping part of said premises described above, under "FIRST", provided that no part thereof to be so levelled off is then occupied by graves in which interments have taken place, and GRANTEE shall contribute a proportionate share of the expense, not to exceed a total of \$25.00.

4. The balance of the tract described in Deed Book 1812, Page 558, Hamilton County, Ohio, Records, remaining in GRANTOR, shall only be used for burial and cemetery purposes.

5. The GRANTOR covenants with the GRANTEE, with successors and assigns forever, that it is the true and lawful owner of the said premises and has full power to convey the same; and that the title so conveyed is clear, free and unincumbered; and further, that it does warrant and will defend the same against all claim or claims of all persons whatsoever; except the restrictions and the possibility of reverter contained in the Deed in Deed Book 1812, Page 558, said records, and except for such rights as have