

QUIT-CLAIM TEMPORARY EASEMENT

CITY OF COLUMBUS, OHIO, a municipal corporation, “Grantor” for One Dollar (\$1.00) and other good and valuable consideration given by **M/I HOMES OF CENTRAL OHIO, LLC** an Ohio limited liability company, “Grantee” the receipt of which is hereby acknowledged, does hereby forever grant to Grantee, its successors and assigns, a non-exclusive temporary easement in, on, over, under, across, within and through the following described real property (the “**Temporary Easement Area**”), and three (3) temporary construction easements in, on, over, under, across, within and through the following described real property (collectively, the “**Temporary Construction Easement Area**”) for so long as the Temporary Easement Area and Temporary Construction Easement Area are used to install, control, construct, reconstruct, replace, operate, maintain, repair, upgrade, and remove a sanitary sewer and associated appurtenances (collectively, “**Improvement**”); however, Grantor’s granting of the easement rights described in this instrument (collectively, “**Easement**”) is subject to (i) Grantor’s reversionary rights, (ii) Grantee’s compliance with all provisions described in this Easement, (iii) all termination provisions of this Easement and (iv) all previously recorded right(s), covenant(s), easement(s) condition(s), reservation(s), restriction(s), and other applicable matter(s) in the servient estate’s title:

Temporary Easement Area
0.477 Acre +/-

(SEE LEGAL DESCRIPTION ATTACHED HERETO
AS EXHIBIT “A” AND MADE A PART HEREOF)

Temporary Construction Easement Area 1
0.126 Acre +/-

(SEE LEGAL DESCRIPTION ATTACHED HERETO
AS EXHIBIT “B” AND MADE A PART HEREOF)

Temporary Construction Easement Area 2
0.018 Acre +/-

(SEE LEGAL DESCRIPTION ATTACHED HERETO
AS EXHIBIT “C” AND MADE A PART HEREOF)

Temporary Construction Easement Area 3
0.085Acre +/-

(SEE LEGAL DESCRIPTION ATTACHED HERETO
AS EXHIBIT “D” AND MADE A PART HEREOF)

Franklin County Tax Parcel No. 010-277286
Prior Instrument Reference: 201012300178816,
Recorder's Office, Franklin County, Ohio.

TERMS & CONDITIONS

1. **Successors & Assigns.** All provisions described in this Easement are covenants forever (i) benefitting, burdening, and running with the land of the servient estate, and (ii) binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. Accordingly, Grantee's exercise of any rights in this Easement or this Easement's recording in the public land records in the servient estate's title are each deemed Grantee's acceptance of all provisions described in this Easement.

2. **Duration; Temporary Construction Easement Area.** Grantee's rights to the Temporary Construction Easement Area is limited to duration of no more than **one (1) year** commencing upon Grantee's entry upon the Temporary Construction Easement Area for actual construction purposes of the Improvement and terminating **one (1) year** thereafter. However, Grantee's rights to the Temporary Construction Easement Area automatically terminate at midnight on **December 31, 2020**, regardless of Grantee's commencement of construction of the Improvement. Accordingly, all of Grantee's rights to the Temporary Construction Easement Area pursuant to this Easement automatically terminate and revert to Grantor upon the termination or expiration of Grantee's rights to the Temporary Construction Easement Area as described in this section.

3. **Duration; Temporary Easement Area.** Upon written notification to Grantee from Grantor of an available public sewer in the vicinity of Lee Road, be that the Big Walnut Phase 2 project that is currently in planning or a similar project, Grantee will have one (1) year to tie in to the new sewer. This Easement will terminate at the time of connection to the new sewer or within one (1) year of notice of the availability of the new sewer, whichever occurs first. Accordingly, all of Grantee's rights to the Temporary Easement Area pursuant to this Easement automatically terminate and revert to Grantor upon the termination or expiration of Grantee's rights to the Temporary Easement Area as described in this section.

4. **Encumbrances, Taxes & Assessments.** Grantee is prohibited from creating, causing, or allowing any other person or entity to create any debts, liens, mechanics liens, materialmen liens, mortgages, charges, or encumbrances against the Temporary Easement Area, Temporary Construction Easement Area, or generally the servient estate. Grantee is otherwise exclusively responsible to pay to the appropriate authorities all applicable real estate taxes, assessments, or other charges levied against the Temporary Easement Area, Temporary Construction Easement Area, or generally the servient estate by any public authority relating to Grantee's use of the Temporary Easement Area or Temporary Construction Easement Area.

5. **Indemnification & Insurance.** Grantee, its successors and assigns, agrees to forever indemnify, release, defend, and hold Grantor and all of Grantor's agents, employees, and representatives harmless from and against all claims, damages, losses, suits, and actions, which include reasonable attorney's fees, arising or resulting from Grantee and its agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Temporary Easement Area or Temporary Construction Easement Area, (ii) constructing, installing, using, operating, maintaining, and controlling the Improvement, or (iii) exercise of any rights in this Easement. Furthermore, Grantee and its agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) entering the Temporary Easement Area and Temporary Construction Easement Area pursuant to the rights granted in this Easement are required to be (a) fully bonded as to performance of the project, and (b) possess and maintain commercial comprehensive general liability insurance in an amount not less than **Two Million and 00/100 U.S. (\$2,000,000.00) per occurrence and Four Million and 00/100 U.S. Dollars (\$4,000,000.00) aggregately** naming Grantor as an additional insured.

6. **Use & Restrictions.**
 - 6.1. **Compliance.** Grantee is required to exclusively install, construct, use, operate, maintain, and control the Improvement in good repair and in a safe condition according to all applicable building and safety codes and practices. Furthermore, Grantee, pursuant to its exercise of any rights in this Easement, is required to conduct all of its activity regarding the Improvement and restoration of the Temporary Easement Area and Temporary Construction Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

 - 6.2. **Inspection & Right-Of-Entry.** Grantor is permitted to access the Temporary Easement Area and Temporary Construction Easement Area to inspect the Improvement at any time and for any reason.

 - 6.3. **Warnings & Notice.** Grantee, pursuant to any of its entries into the Temporary

Easement Area and Temporary Construction Easement Area, is required to display appropriate warning and detour signs and provide flagging, as approved, in writing, by Grantor, giving the public notice of Grantee's exercise of any rights in this Easement. Additionally, Grantee is required to place fencing around any bore pits or open trench cuts located in the Temporary Easement Area and Temporary Construction Easement Area.

6.4. **Emergency.** "Emergency" is defined as a circumstance posing an immediate threat to life, property, or public safety. In the event of an Emergency, Grantee is permitted to conduct all work necessary in the Temporary Easement Area or Temporary Construction Easement Area to secure the Improvement and protect life, property, public safety, or the servient estate; however, Grantee is required, as soon as possible, to (i) obtain all necessary approvals from Grantor, and (ii) perform all associated mitigation measures and restoration to the Temporary Easement Area and Temporary Construction Easement Area according to this Easement or as otherwise approved, in writing, by Grantor.

6.5. **Existing Utilities & Surface Condition.** Grantee's installation, construction, use, operation, maintenance, and control of the Improvement in the Temporary Easement Area and Temporary Construction Easement Area is strictly prohibited, in any manner, directly or indirectly, from (i) affecting any portions of any public or private utilities, including but not limited to water, storm and sanitary sewer, electric, and gas utilities (defined, collectively, as the "Existing Utilities") located in, on, under, over, under, or adjacent to the Temporary Easement Area and Temporary Construction Easement Area, and (ii) causing any type of surface settling or dipping that affects the surface condition, grade, or water drainage or retention in, on, over, under, or adjacent to the Temporary Easement Area and Temporary Construction Easement Area (defined, collectively, as the "Surface Condition"). Grantee is required to (a) obtain all permits, approvals, and authorizations from any utility or public agency, including but not limited to Grantor, and (b) take all reasonable precautions to avoid impacting, in any manner, directly or indirectly, the Existing Utilities before, during, or after the Improvement's construction. Accordingly, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee exercising any rights from this Easement to Grantor's written specification and satisfaction in the event Grantee does in fact impact the Existing Utilities or the Surface Condition.

6.6. **Restoration.** Grantee, at its sole cost and expense and as soon as practicable after any of its entries into the Temporary Easement Area and Temporary Construction Easement Area to exercise any rights in this Easement, is required to perform either of the following at Grantor's sole discretion: (i) restore all of the Temporary Easement Area and Temporary Construction Easement Area, including but not limited to Grantor's real property improvement(s), Existing Utilities, and Surface Condition, located in, on, over, under, or adjacent to the Temporary Easement Area and Temporary Construction Easement Area, to conditions aesthetically compatible with the residue servient estate according to Grantor's written specifications and approval; or (ii) monetarily compensate Grantor for all repair or restoration costs of the Temporary Easement Area and Temporary Construction Easement Area, including but not limited to any of Grantor's real property improvement(s) and associated appurtenances, Existing Utilities, and Surface Condition, located in, on, over, under, or adjacent to the Temporary Easement Area and Temporary Construction Easement Area, which repair or restoration costs occurred or resulted from Grantee's exercise of any rights in this Easement in order to restore or repair the Temporary Easement Area and Temporary Construction Easement Area to conditions aesthetically compatible with the resident servient estate.

Grantee is required to (a) complete all restoration described in this Easement regarding the Temporary Construction Easement Area by no later than **December 31, 2020**, (b) perform the additional restoration and park improvements described in the Restoration Agreement attached as Exhibit E by [REDACTED], and (c) warrant all restoration regarding the Temporary Construction Easement Area, and Restoration Agreement through **December 31, 2022**.

7. **Nonexclusive; Public Use.** Grantee's rights in this Easement are nonexclusive and not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Temporary Easement Area or Temporary Construction Easement Area for any public purpose or to construct and maintain Grantor's other real property improvement(s) in, on, upon, around, over, under, across, through, and adjacent to the Temporary Easement Area or Temporary Construction Easement Area.

8. **Disclaimer.** Grantee agrees to use the Temporary Easement Area and Temporary Construction Easement Area in their "as is" and "where is" conditions together with all faults and without any implied or express warranties or representations by Grantor including, without limitation, the following conditions of the Temporary Easement Area and Temporary Construction Easement Area: (i) suitability; (ii) fitness of

Grantee's intended purposes of the Improvement; (iii) environmental site conditions; or (iv) defects in the servient estate's chain-of-title. Furthermore, Grantee agrees to release Grantor from any and all liability arising from a claim in connection with the condition of the Temporary Easement Area or the Temporary Construction Easement Area, except to the extent a claim is directly attributable to Grantor's gross negligence or willful misconduct

9. Termination & Release. Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Temporary Easement Area, Grantee, at Grantee's sole cost and expense, is required to use its best efforts, including the most technologically advanced methods, to properly abandon in place Grantee's Improvement so as to not adversely affect the Temporary Easement Area or servient estate and to restore the surface to its formal condition including removal of any parts of the Improvement above or on the surface.

10. Reversion. Grantor expressly reserves a reversionary interest in the Temporary Easement Area and Temporary Construction Easement Area if Grantee (i) shares, leases, sells, conveys, or transfers any of the Temporary Easement Area, Temporary Construction Easement Area, or rights granted from this Easement without obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to its successor or assigns for the identical uses and purposes provided in this Easement, (ii) fails to abide by any provision described in this Easement, adequately maintain the Improvement or restore the Temporary Easement Area and Temporary Construction Easement Area and Grantee does not cure such failure within thirty (30) days following Grantee's receipt of written notice from Grantor, (iii) fails to abide by any applicable federal, state, or local laws and regulations, or (iv) abandons the Improvement. If Grantee violates any of the reversionary clauses in Subsections (i), (ii), (iii), or (iv) of this section, then this Easement and all rights associated with this Easement automatically terminate and revert to Grantor after written notice is sent by Grantor to Grantee of the applicable violation, and Grantor is permitted to execute and record an "Affidavit on Facts Relating to Title" in the public land records of the servient estate's title giving public notice of the termination and reversion of the rights in this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) appropriately restore the Temporary Easement Area, Temporary Construction Easement Area, and servient estate pursuant to the provisions of this Easement, and (b) execute and deliver all necessary real estate instrument(s) legally recordable in the public land records to Grantor, as approved by the Columbus City Attorney, returning the Temporary Easement Area and Temporary Construction Easement Area to Grantor and releasing all rights to this Easement.

11. Notice. All notices, which are required for either party to serve upon the other, are only effectively served if personally delivered or sent by certified mail, return receipt requested, and addressed as follows; however, either party is permitted, with timely written notice given to the other party, to specify a new address where further notice will be sent:

If to Grantor:

City of Columbus, Ohio
Department of Recreation and Parks
1111 E. Broad St., Columbus, OH 43205
Attn: Director

& copies to:
Columbus City Attorney
Real Estate Division
77 N. Front St., 4th Fl.,
Columbus, OH 43215
Attn: Chief Real Estate Attorney

If to Grantee:

M/I Homes of Central Ohio, LLC
3 Easton Oval Ste. 310
Columbus, Ohio 43219
Attn: Land Department

12. Rights & Remedies. Grantor is entitled to the injunctive relief described in this section in addition to any other relief Grantor is entitled, included but not limited to specific performance of any provision of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantor, where injunctive relief or specific performance does not appropriately remedy, is entitled to recover damages from Grantee for the violation of any provision of this Easement. Grantor, in its sole discretion but without limiting Grantee's respective liabilities or rights under this Easement, is permitted to apply any damages recovered to the costs of undertaking any corrective action to the Temporary Easement Area or Temporary Construction Easement area. Furthermore, Grantee is responsible for all costs incurred by Grantor in enforcing the provisions of this Easement against Grantee, including but not limited to costs and expenses of suit and attorney's fees, and any costs of restoration necessitated by Grantee's violation of any provision of this Easement. Grantor's remedies described in this section are cumulative and are in addition to any present or future remedies existing at law or in equity.

13. Non-waiver. Grantor or Grantee's failure or refusal to exercise any rights reserved in this Easement is not a waiver of any rights Grantor or Grantee possess to enforce the other party's obligations through any rights and remedies Grantor or Grantee has at law or in equity for the enforcement of the other party's obligations. Accordingly, no waiver of any kind is valid against Grantor or Grantee unless (i) reduced to writing, (ii) approved and executed by Grantor or Grantee's authorized authority, and (iii) recorded in the public land records of the servient estate's title.

14. Survival. If for any reason any provision of this Easement is held invalid or unenforceable under law, then the remaining provisions of this Easement will be unaffected and remain valid and enforceable to the full extent permitted by law.

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, **CITY OF COLUMBUS, OHIO**, a municipal corporation, by its authorized representative, **Tony Collins, Director**, Department of Recreation and Parks, pursuant to authority granted by Columbus City Council in **Ordinance Number [REDACTED]-2019**, does voluntarily acknowledge this Easement on behalf of Grantor on this ____ day of _____, 2019.

CITY OF COLUMBUS, OHIO,
a municipal corporation

By: _____
Tony Collins, Director
Department of Recreation and Parks

State of Ohio)
)
 County of _____) **SS:**

BE IT REMEMBERED ON _____, 2019, I affixed my seal evidencing this instrument was acknowledged before me by **Tony Collins, Director**, Department of Recreation and Parks, on behalf of Grantor, **CITY OF COLUMBUS, OHIO**, a municipal corporation.

(seal)

Notary Public
 Commission Expiration Date: _____

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, **M/I HOMES OF CENTRAL OHIO, LLC** an Ohio limited liability company, by its authorized representative, _____, _____, who represents and warrants personally possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on this ___ day of _____, 2019.

M/I HOMES OF CENTRAL OHIO, LLC
an Ohio limited liability company,

By: _____

Title: _____

State of Ohio)

)

County of _____) SS:

BE IT REMEMBERED ON _____, 2019, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, **M/I HOMES OF CENTRAL OHIO, LLC an Ohio limited liability company.**

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED BY:
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION
BY: JEFF BENNINGTON, ASSISTANT CITY ATTORNEY
DATE: APRIL 1, 2019
FOR: CRPD (TINA MOHN)
RE: TEMPORARY SEWER EASEMENT 7568 LEE ROAD.

EXHIBIT-A (Pg. 1/ 3)

**TEMPORARY SANITARY SEWER EASEMENT
0.477 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, in Section 6, Quarter Township 2, Township 2, Range 16, United States Military Lands, being on, over, and across that 10.376 acre tract of land conveyed to City of Columbus, Ohio by deed of record in Instrument Number 201012300178816 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the northeasterly corner of Lot 770 of the subdivision entitled "Upper Albany West Section 8 Part 1", of record in Plat Book 116, Page 55;

Thence South 87° 52' 30" East, with the northerly line of said subdivision, a distance of 30.43 feet to the TRUE POINT OF BEGINNING for this description:

Thence crossing said 10.376 acre tract the following courses and distances:

North 31° 32' 05" West, a distance of 62.23 feet to a point;

North 03° 00' 03" East, a distance of 28.22 feet to a point;

North 36° 43' 55" East, a distance of 144.03 feet to a point;

North 07° 53' 46" East, a distance of 60.19 feet to a point;

North 45° 23' 09" West, a distance of 53.69 feet to a point;

With the arc of a curve to the right, having a central angle of 18° 25' 30", a radius of 610.83 feet, an arc length of 196.43 feet, a chord bearing of North 13° 41' 04" West and chord distance of 195.58 feet to a point;

With the arc of a curve to the right, having a central angle of 28° 17' 30", a radius of 376.94 feet, an arc length of 186.13 feet, a chord bearing of North 45° 18' 44" West and chord distance of 184.24 feet to a point;

With the arc of a curve to the right, having a central angle of 29° 21' 28", a radius of 190.69 feet, an arc length of 97.71 feet, a chord bearing of North 15° 46' 57" West and chord distance of 96.64 feet to a point;

North 03° 42' 40" East, a distance of 144.96 feet to a point; and

North 47° 16' 23" West, a distance of 20.23 feet to a point in the easterly line of the subdivision entitled "Hickory Point", of record in Plat Book 54, Page 100;

Thence North 03° 40' 01" East, with said easterly line, a distance of 25.76 feet to a point;

Thence crossing said 10.376 acre tract the following courses and distances:

South 47° 16' 23" East, a distance of 46.00 feet to a point;

South 03° 42' 40" West, a distance of 153.63 feet to a point;

With the arc of a curve to the left, having a central angle of 29° 02' 33", a radius of 170.69 feet, an arc length of 86.52 feet, a chord bearing of South 15° 53' 58" East and chord distance of 85.60 feet to a point;

With the arc of a curve to the left, having a central angle of 29° 54' 19", a radius of 356.94 feet, an arc length of 186.30 feet, a chord bearing of South 46° 08' 20" East and chord distance of 184.20 feet to a point;

EXHIBIT-A (Pg. 2/ 3)

SANITARY SEWER EASEMENT
0.477 ACRE

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With the arc of a curve to the left, having a central angle of 18° 34' 57", a radius of 606.53 feet, an arc length of 196.71 feet, a chord bearing of South 13° 02' 18" East and chord distance of 195.85 feet to a point;

South 45° 23' 09" East, a distance of 59.69 feet to a point;

South 07° 29' 59" West, a distance of 72.53 feet to a point;

South 36° 22' 01" West, a distance of 145.84 feet to a point;

South 03° 00' 03" West, a distance of 15.94 feet to a point;

South 31° 32' 05" East, a distance of 45.38 feet to a point;

South 87° 53' 23" East, a distance of 33.81 feet to a point; and

South 02° 06' 37" West, a distance of 19.94 feet to a point in the northerly line of said Upper Albany West Section 8 Part 1;

Thence North 87° 52' 30" West, with said northerly line, a distance of 44.57 feet to the TRUE POINT OF BEGINNING, containing 0.477 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

19 SEP 18

Matthew A. Kirk
Professional Surveyor No. 7865

Date

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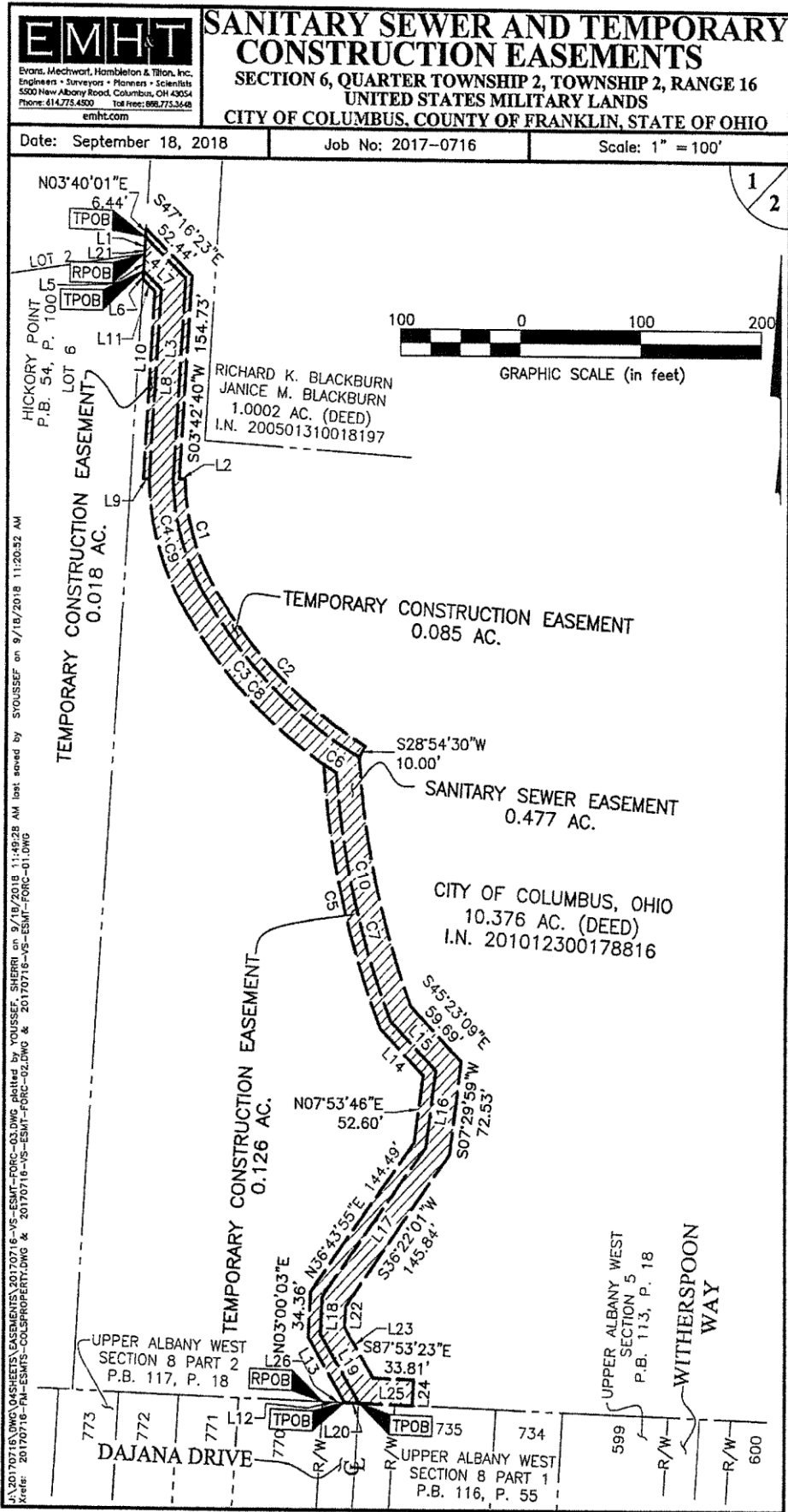


EXHIBIT-B (Pg. 1/ 1)

**TEMPORARY CONSTRUCTION EASEMENT
0.126 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, in Section 6, Quarter Township 2, Township 2, Range 16, United States Military Lands, being on, over, and across that 10.376 acre tract of land conveyed to City of Columbus, Ohio by deed of record in Instrument Number 201012300178816 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the northeasterly corner of Lot 770 of the subdivision entitled "Upper Albany West Section 8 Part 1", of record in Plat Book 116, Page 55;

Thence South 87° 52' 30" East, with the northerly line of said subdivision, a distance of 18.42 feet to the TRUE POINT OF BEGINNING for this description:

Thence crossing said 10.376 acre tract the following courses and distances:

North 31° 32' 05" West, a distance of 58.68 feet to a point;

North 03° 00' 03" East, a distance of 34.36 feet to a point;

North 36° 43' 55" East, a distance of 144.49 feet to a point;

North 07° 53' 46" East, a distance of 52.60 feet to a point;

North 45° 23' 09" West, a distance of 50.66 feet to a point;

With the arc of a curve to the right, having a central angle of 19° 01' 50", a radius of 629.09 feet, an arc length of 208.95 feet, a chord bearing of North 13° 28' 25" West and chord distance of 207.99 feet to a point;

With the arc of a curve to the left, having a central angle of 01° 53' 41", a radius of 376.94 feet, an arc length of 12.47 feet, a chord bearing of South 58° 30' 38" East and chord distance of 12.46 feet to a point;

With the arc of a curve to the left, having a central angle of 18° 25' 30", a radius of 610.83 feet, an arc length of 196.43 feet, a chord bearing of South 13° 41' 04" East and chord distance of 195.58 feet to a point;

South 45° 23' 09" East, a distance of 53.69 feet to a point;

South 07° 53' 46" West, a distance of 60.19 feet to a point;

South 36° 43' 55" West, a distance of 144.03 feet to a point;

South 03° 00' 03" West, a distance of 28.22 feet to a point; and

South 31° 32' 05" East, a distance of 62.23 feet to a point in the northerly line of said Upper Albany West Section 8 Part 1;

Thence North 87° 52' 30" West, with said northerly line, a distance of 12.01 feet to the TRUE POINT OF BEGINNING, containing 0.126 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Matthew A. Kirk
Matthew A. Kirk
Professional Surveyor No. 7865

19 SEP 18
Date

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EXHIBIT-C (Pg. 1/ 1)

TEMPORARY CONSTRUCTION EASEMENT
0.018 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, in Section 6, Quarter Township 2, Township 2, Range 16, United States Military Lands, being on, over, and across that 10.376 acre tract of land conveyed to City of Columbus, Ohio by deed of record in Instrument Number 201012300178816 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the northeasterly corner of Lot 6 of the subdivision entitled "Hickory Point", of record in Plat Book 54, Page 100;

Thence South 03° 40' 01" West, with the easterly line of said Lot 6, a distance of 12.91 feet to the TRUE POINT OF BEGINNING for this description:

Thence crossing said 10.376 acre tract the following courses and distances:

South 47° 16' 23" East, a distance of 20.23 feet to a point;

South 03° 42' 40" West, a distance of 144.96 feet to a point;

North 86° 17' 20" West, a distance of 5.00 feet to a point;

North 03° 42' 40" East, a distance of 142.58 feet to a point; and

North 47° 16' 23" West, a distance of 13.79 feet to a point in the easterly line of said Lot 6;

Thence North 03° 40' 01" East, with said easterly line, a distance of 6.44 feet to the TRUE POINT OF BEGINNING, containing 0.018 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

Matthew A. Kirk
Professional Surveyor No. 7865

19 SEP 18

Date

MAK:sy
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EXHIBIT-D (Pg. 1/ 1)

TEMPORARY CONSTRUCTION EASEMENT
0.085 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, in Section 6, Quarter Township 2, Township 2, Range 16, United States Military Lands, being on, over, and across that 10.376 acre tract of land conveyed to City of Columbus, Ohio by deed of record in Instrument Number 201012300178816 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the southeasterly corner of Lot 2 of the subdivision entitled "Hickory Point", of record in Plat Book 54, Page 100;

Thence North 03° 40' 01" East, with the easterly line of said Lot 2, a distance of 12.85 feet to the TRUE POINT OF BEGINNING for this description:

Thence North 03° 40' 01" East, with said easterly line, a distance of 6.44 feet to a point;

Thence crossing said 10.376 acre tract the following courses and distances:

South 47° 16' 23" East, a distance of 52.44 feet to a point;

South 03° 42' 40" West, a distance of 154.73 feet to a point;

South 86° 17' 20" East, a distance of 4.93 feet to a point;

With the arc of a curve to the left, having a central angle of 29° 09' 43", a radius of 160.69 feet, an arc length of 81.79 feet, a chord bearing of South 15° 48' 58" East and chord distance of 80.91 feet to a point;

With the arc of a curve to the left, having a central angle of 29° 53' 39", a radius of 346.94 feet, an arc length of 181.02 feet, a chord bearing of South 46° 08' 40" East and chord distance of 178.97 feet to a point;

South 28° 54' 30" West, a distance of 10.00 feet to a point;

With the arc of a curve to the right, having a central angle of 29° 54' 19", a radius of 356.94 feet, an arc length of 186.30 feet, a chord bearing of North 46° 08' 20" West and chord distance of 184.20 feet to a point;

With the arc of a curve to the right, having a central angle of 29° 02' 33", a radius of 170.69 feet, an arc length of 86.52 feet, a chord bearing of North 15° 53' 58" West and chord distance of 85.60 feet to a point;

North 03° 42' 40" East, a distance of 153.63 feet to a point; and

North 47° 16' 23" West, a distance of 46.00 feet to the TRUE POINT OF BEGINNING, containing 0.085 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk


19 SEP 18

Matthew A. Kirk
Professional Surveyor No. 7865

Date

MAK:sy
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EXHIBIT- E (Pg. 1/ )