

QUIT-CLAIM ENCROACHMENT EASEMENT #7
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by Energy Smart, LLC, an (Ohio limited liability company) ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing (block retaining wall) ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: **0.020** Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over, and across the right of way of Town Street and Princeton Avenue. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the southeast corner of Lot 108 as numbered and delineated on the plat entitled "West High School Addition", a subdivision of record in Plat Book 4 Page 257 and described in a deed to Energy Smart LLC by deed of record in Instrument No. 201412110164373, same being the intersection of the existing northerly right of way line of Town Street (60' width) with the existing westerly right of way line of Princeton Avenue (50' width);

Thence **N 08 degrees 25 minutes 56 seconds W** a distance of **33.59 feet** with the existing westerly right of way line for Princeton Avenue and the east line of said Lot 108 to the northeast corner of said Lot;

Thence **N 81 degrees 38 minutes 08 seconds E** a distance of **6.00 feet** into Princeton Avenue existing right of way to a point;

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **33.12 feet** across Princeton Avenue existing right of way to a point;

Thence **S 06 degrees 16 minutes 16 seconds W** a distance of **2.64 feet** across Princeton Avenue existing right of way and into Town Street existing right of way to a point;

Thence **S 46 degrees 43 minutes 44 seconds W** a distance of **3.77 feet** across Town Street existing right of way to a point;

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **127.23 feet** across Town Street existing right of way to a point;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **4.25 feet** across Town Street existing right of way to a point in the southwest corner of said Lot 108, said point also being at the intersection of the existing easterly right of way line of an Alley (16' width) and the existing northerly right of way line of Town Street;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **125.00 feet** with the existing northerly right of way of Town Street and the southerly line of said Lot 108 to the southeast corner of said Lot and the **POINT OF BEGINNING**, containing a total of **0.020 acres** / (859.64 square feet) more or less.

The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2018.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South Zone, NAD83 (2011)). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-012597-00)
Prior Instrument Reference(s): (Instrument No. 201412110164373)
Address(es): Recorder's Office, Franklin County, Ohio,
(163-165 S Princeton Ave, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the

Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Energy Smart, LLC
PO Box 298143
Columbus, OH 43229)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

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GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, City of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

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GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Energy Smart, LLC] an [Ohio limited liability company] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Energy Smart, LLC an Ohio limited liability company]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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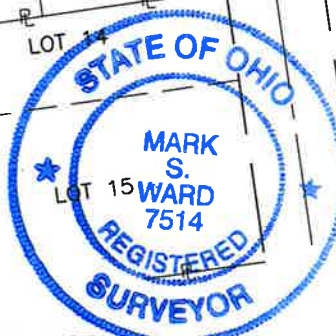
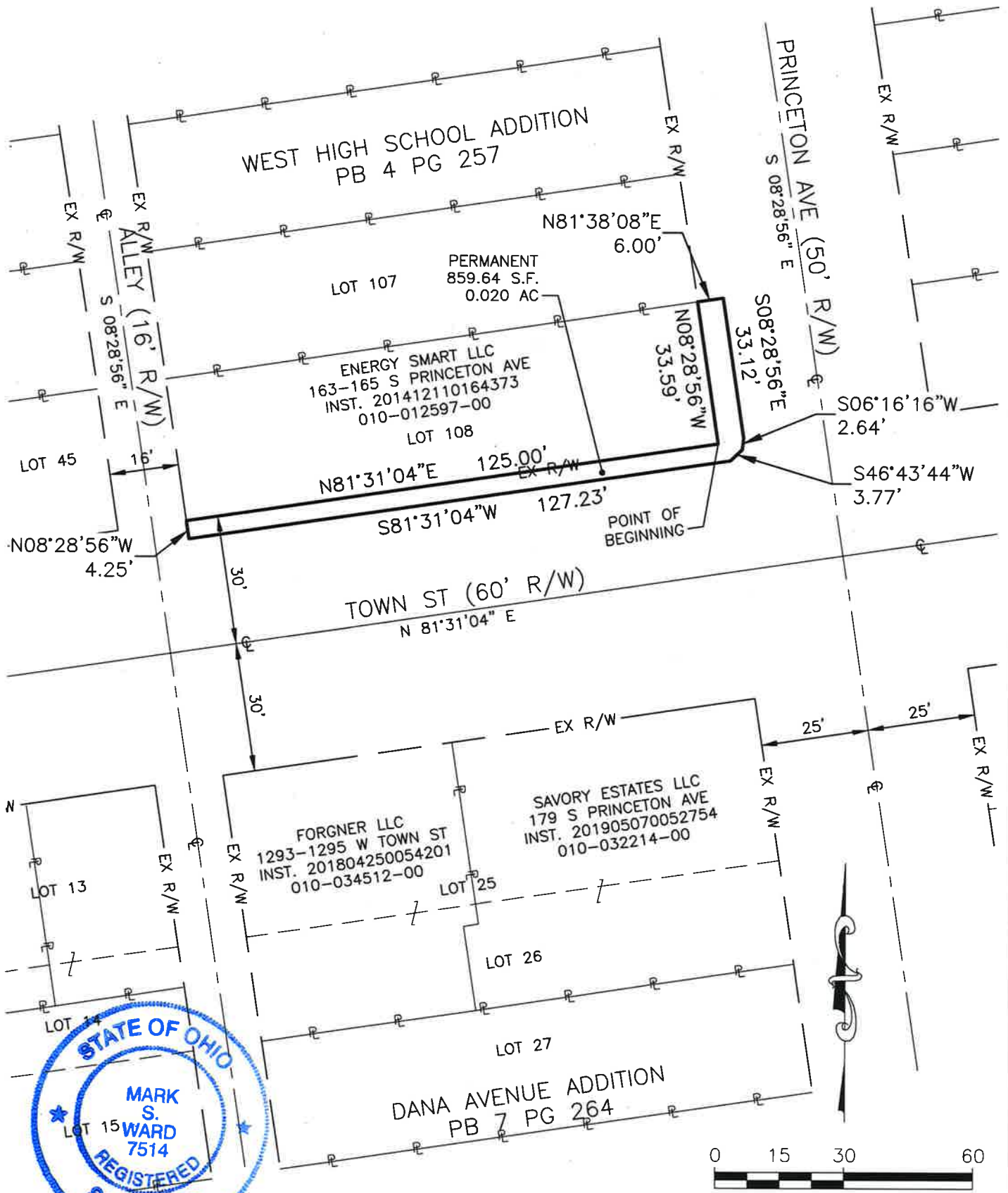
ENCROACHMENT EASEMENT #7

PART OF WEST HIGH SCHOOL ADDITION
VIRGINIA MILITARY SURVEY No.1393
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 28, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF WEST HIGH SCHOOL ADDITION AS SHOWN IN PLAT BOOK 4, PAGE 257



BASIS OF BEARING:

THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF TOWN STREET, HAVING A BEARING OF N 81°31'04" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward 4-29-2020
MARK S. WARD P.S., S-7514 DATE

QUIT-CLAIM ENCROACHMENT EASEMENT #8
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by Forgner, LLC, an (Ohio limited liability company) ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing (wood timber retaining wall) ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: 0.005 Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over, and across the right of way of Town Street. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 25 as numbered and delineated on the plat entitled "Dana Avenue Addition", a subdivision of record in Plat Book 2 Page 264 and described in a deed to Forgnier LLC by deed of record in Instrument No. 201804250054201, same being the intersection of the existing southerly right of way line of Town Street (60' width) with the existing easterly right of way line of an Alley (16' width);

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **4.25 feet** into the existing right of way of Town Street to a point;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **53.73 feet** across Town Street existing right of way to a point;

Thence **S 08 degrees 30 minutes 59 seconds W** a distance of **4.25 feet** across Town Street existing right of way to a point in the northerly line of said Lot 25, said point also being at the northeast corner of said Forgnier LLC property and lies in the existing southerly right of way line of Town Street;

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **53.74 feet** with the existing southerly right of way line of Town Street and the northerly line of said Lot 25 to the northwest corner of said Lot and the **POINT OF BEGINNING**, containing a total of **0.005 acres** / (228.38 square feet) more or less.


The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

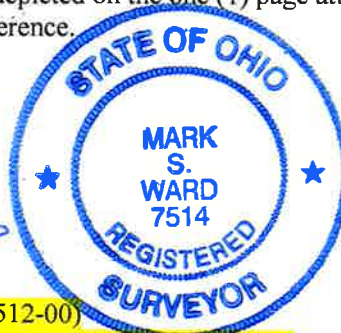
This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2018.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-034512-00)
Prior Instrument Reference(s): (Instrument No. 201804250054201)
Address(es): Recorder's Office, Franklin County, Ohio,
(1293-1295 W Town Street, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Forgner, LLC
500 Amity Road
Galloway, OH 43119)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTOR'S EXECUTION ON NEXT PAGE]

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, City of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTEE'S EXECUTION ON NEXT PAGE]

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Forgner, LLC] an [Ohio limited liability company] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Forgner, LLC an Ohio limited liability company]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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ENCROACHMENT EASEMENT #8

PART OF DANA AVENUE ADDITION

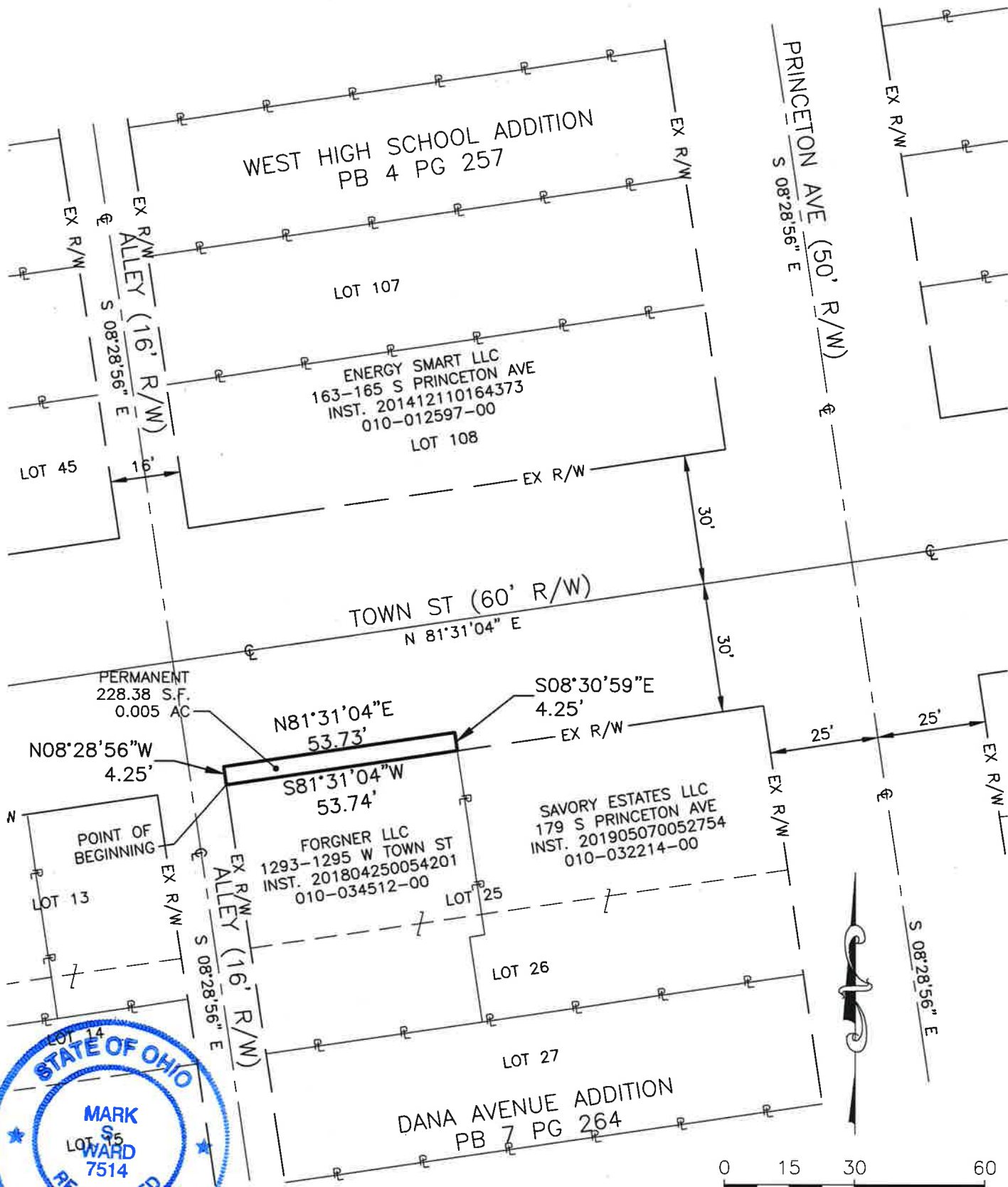
VIRGINIA MILITARY SURVEY No.1393

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 28, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF DANA AVENUE ADDITION AS SHOWN IN PLAT BOOK 7, PAGE 264



GRAPHIC SCALE 1" = 30'

BASIS OF BEARING:

THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF TOWN STREET, HAVING A BEARING OF N 81°31'04" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward
 MARK S. WARD P.S., S-7514

4-29-2020
 DATE

QUIT-CLAIM ENCROACHMENT EASEMENT #9
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by **Savory Estates, LLC**, an **(Illinois limited liability company)** ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing **(block wall with wrought iron fence)** ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: 0.012 Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Town Street and Princeton Avenue. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 25 as numbered and delineated on the plat entitled "Dana Avenue Addition", a subdivision of record in Plat Book 2 Page 264 and described in a deed to Savory Estates LLC by deed of record in Instrument No. 201905070052754, same being the intersection of the existing southerly right of way line of Town Street (60' width) with the existing westerly right of way line of Princeton Avenue (50' width);

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **42.00 feet** with the existing southerly right of way of Town Street and the northerly line of said Lot 25 to a point;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **4.25 feet** into Town Street existing right of way to a point;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **40.75 feet** across Town Street existing right of way to a point of curvature;

Thence on the arc of a curve to the right across Town Street existing right of way, having as its elements a delta of 32°48'18", a radius of 12.00 feet, an arc length of 6.87 feet with a **Chord Bearing of S82°04'47"E with a Chord length of 6.78 feet** to a point of compound curvature;

Thence on the arc of a curve to the right into Princeton Avenue existing right of way, having as its elements a delta of 57°11'42", a radius of 2.50 feet, an arc length of 2.50 feet with a **Chord Bearing of S37°04'47"E with a Chord length of 2.39 feet** to a point of tangency;

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **52.25 feet** across Princeton Avenue existing right of way to a point;

Thence **S 81 degrees 38 minutes 29 seconds W** a distance of **6.40 feet** across Princeton Avenue existing right of way to a point in the existing westerly right of way line of Princeton Avenue, said point also being in the easterly line of said Lot 25;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **52.00 feet** with the westerly right of way line of Princeton Avenue and the easterly line of said Lot 25 to the northeast corner of said Lot and the ***POINT OF BEGINNING***, containing a total of **0.012 acres** / (529.72 square feet) more or less.


The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2018.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-032214-00)
Prior Instrument Reference(s): (Instrument No. 201905070052754)
Address(es): Recorder's Office, Franklin County, Ohio,
(179 S Princeton Avenue, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described in this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Savory Estates, LLC
4987 IvyVine Blvd
Dublin, OH 43016)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

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GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, City of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

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GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Savory Estates, LLC] an [Illinois limited liability company] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Savory Estates, LLC an Illinois limited liability company]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)
County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED BY: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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ENCROACHMENT EASEMENT #9

PART OF DANA AVENUE ADDITION

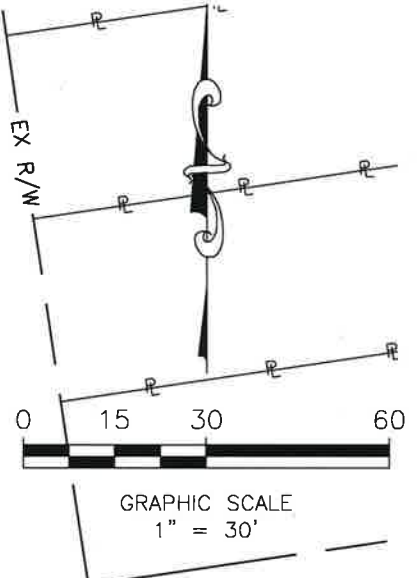
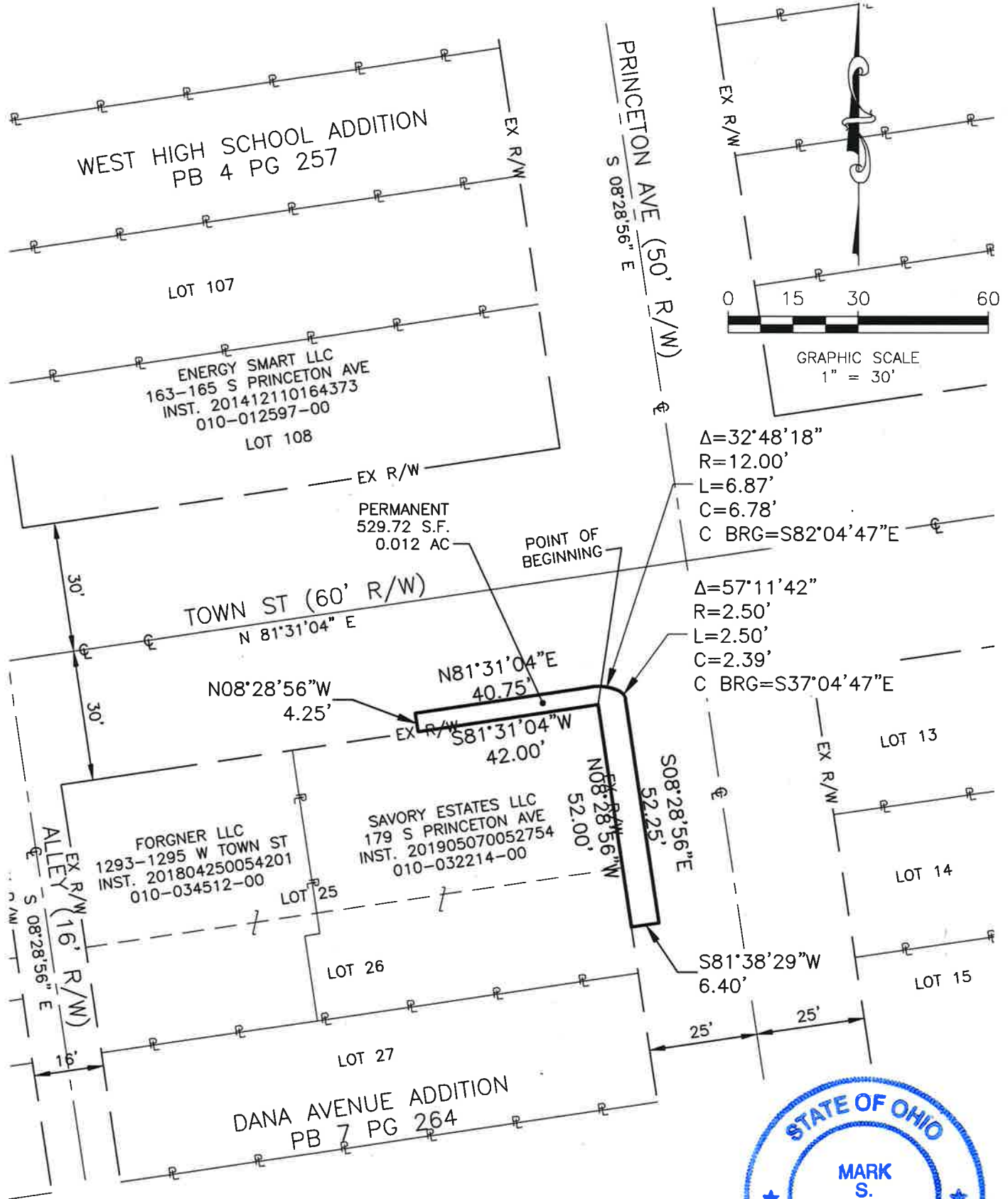
VIRGINIA MILITARY SURVEY No.1393

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 28, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF LOT 25 OF DANA AVENUE ADDITION AS DELINEATED IN PLAT BOOK 7, PAGE 264



$\Delta=32^{\circ}48'18''$
 $R=12.00'$
 $L=6.87'$
 $C=6.78'$
 $C\ BRG=S82^{\circ}04'47''E$

$\Delta=57^{\circ}11'42''$
 $R=2.50'$
 $L=2.50'$
 $C=2.39'$
 $C\ BRG=S37^{\circ}04'47''E$



BASIS OF BEARING:

THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF TOWN STREET, HAVING A BEARING OF N 81°31'04" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward 4-29-2020
 MARK S. WARD P.S., S-7514 DATE

QUIT-CLAIM ENCROACHMENT EASEMENT #10
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by **Essayas OL, LLC**, a **(Domestic limited liability company)** ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing **(building overhang with attached private sign)** ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**,"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: 0.005 Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Town Street and Princeton Avenue. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the southwest corner of Lot 802 as numbered and delineated on the plat entitled "West Park Addition", a subdivision of record in Plat Book 4 Page 264 and described in a deed to Essayas OL LLC by deed of record in Instrument No. 201202270026744, same being the intersection of the existing northerly right of way line of Town Street (60' width) with the existing easterly right of way line of Princeton Avenue (50' width);

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **59.00 feet** with the existing northerly right of way line of Town Street and the southerly line of said Lot 802 to a point;

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **2.00 feet** into Town Street existing right of way to a point;

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **62.00 feet** across Town Street existing right of way to a point;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **32.54 feet** into Princeton Avenue existing right of way to a point;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **3.00 feet** across Princeton Avenue existing right of way to a point in the northwest corner of said Lot 802, said point also being in the existing easterly right of way line for Princeton Avenue;

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **30.54 feet** with the existing easterly right of way of Princeton Avenue and the west line of said Lot 802 to the southwest corner of said Lot and the **POINT OF BEGINNING**, containing a total of **0.012 acres** / (215.63 square feet) more or less.


The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

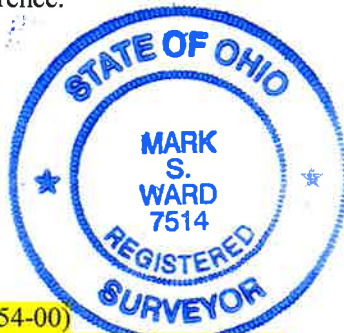
This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2018.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South Zone, NAD83 (2011)). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-042654-00)
Prior Instrument Reference(s): (Instrument No. 201202270026744)
Address(es): Recorder's Office, Franklin County, Ohio,
(1270 W Town Street, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the

Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Essayas OL, LLC
1274 Onslow Drive
Columbus, OH 43204)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

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GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, City of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

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GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Essayas OL, LLC] a [Domestic limited liability company] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Essayas OL, LLC a Domestic limited liability company]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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ENCROACHMENT EASEMENT #10

PART OF WEST PARK ADDITION

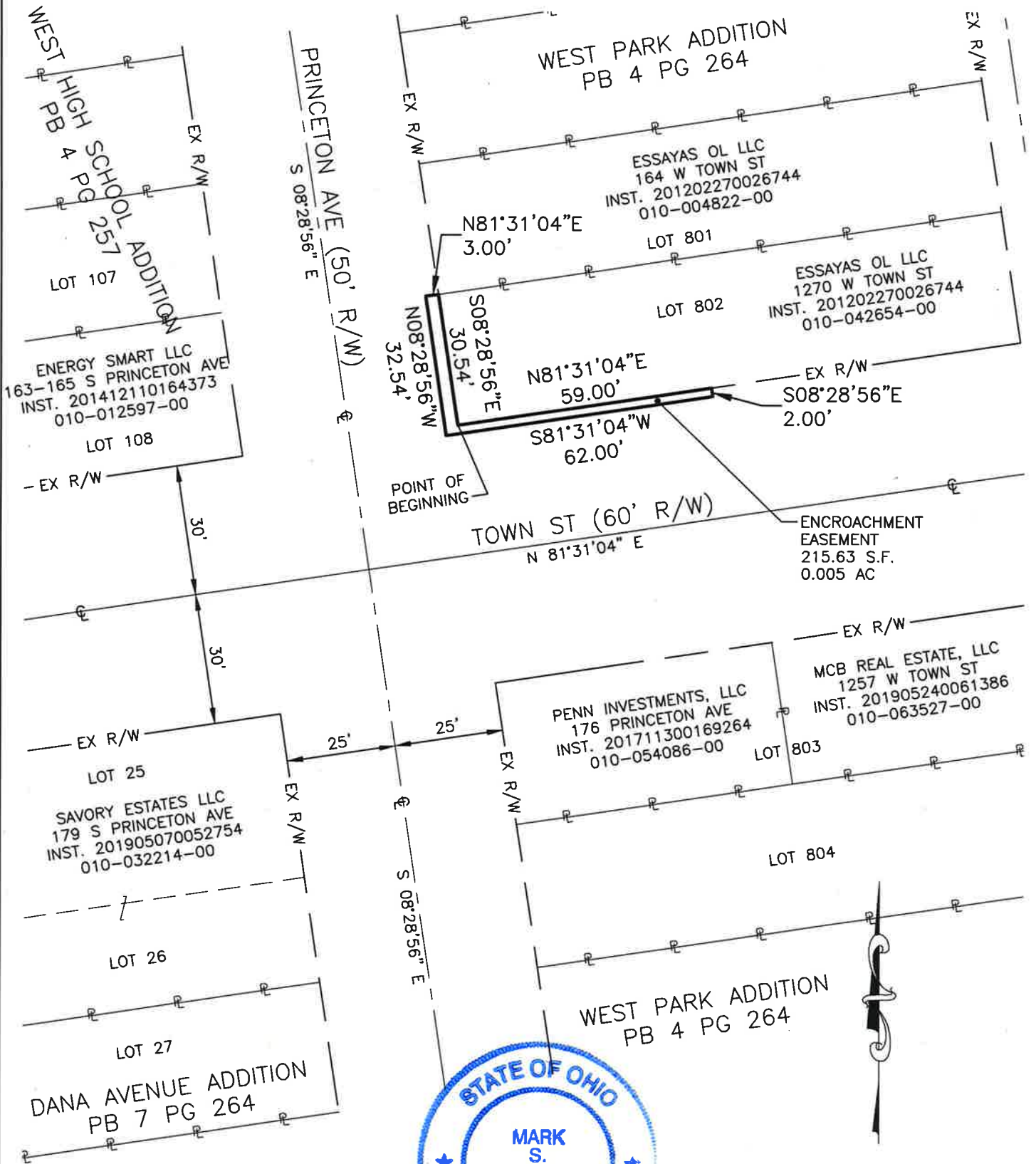
VIRGINIA MILITARY SURVEY No.1393

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 28, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF WEST PARK ADDITION AS SHOWN IN PLAT BOOK 4, PAGE 264



BASIS OF BEARING:

THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF TOWN STREET, HAVING A BEARING OF N 81°31'04" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward A-29-2020
MARK S. WARD P.S., S-7514 DATE

QUIT-CLAIM ENCROACHMENT EASEMENT #11
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by **Emanuel Dolph and Candace A. Dolph**, an **(Ohio resident)** ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing **(stone retaining wall)** ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: 0.017 Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Town Street and West Park Avenue. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at a found 5/8" iron pin in the southwest corner of Lot 731 as numbered and delineated on the plat entitled "West Park Addition", a subdivision of record in Plat Book 4 Page 264 and described in a deed to Emanuel Dolph and Candice A. Dolph by deed of record in Instrument No. 201712051708879, same being the intersection of the existing northerly right of way line of Town Street (60' width) with the existing easterly right of way line of an Alley (15' width);

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **131.00 feet** with the existing northerly right of way of Town Street and the southerly line of said Lot 731 to the southeast corner of said Lot, said point also being the intersection of the existing westerly right of way line of West Park Avenue (150' width) and the existing northerly right of way line of Town Street;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **30.32 feet** with the existing westerly right of way line of West Park Avenue and the easterly line of said Lot 731 to the northeast corner of said Lot;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **4.50 feet** into West Park Avenue existing right of way to a point;

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **32.03 feet** across West Park Avenue existing right of way to a point in the existing right of way of Town Street;

Thence **S 39 degrees 21 minutes 55 seconds W** a distance of **4.15 feet** into Town Street existing right of way to a point;

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **132.42 feet** across Town Street existing right of way to a point;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **4.50 feet** across Town Street existing right of way to a point in the southwest corner of said Lot 731 and the **POINT OF BEGINNING**, containing a total of **0.017 acres / (741.89 square feet)** more or less.


The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

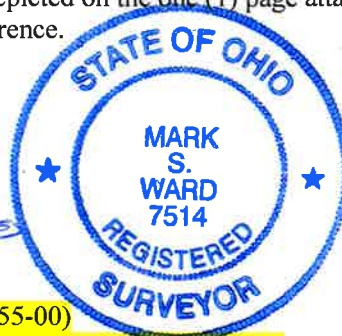
This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2020.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-042555-00)
Prior Instrument Reference(s): (Instrument No. 201712051708879)
Address(es): Recorder's Office, Franklin County, Ohio,
(165 West Park Ave, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Emanuel Dolph and
Candace A. Dolph
165 West Park Ave
Columbus, OH 43222)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

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GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, **City of Columbus, Ohio**, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

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GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Emanuel Dolph and Candace A. Dolph] an [Ohio resident] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Emanuel Dolph and Candace A. Dolph an Ohio resident]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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ENCROACHMENT EASEMENT #11

PART OF WEST PARK ADDITION

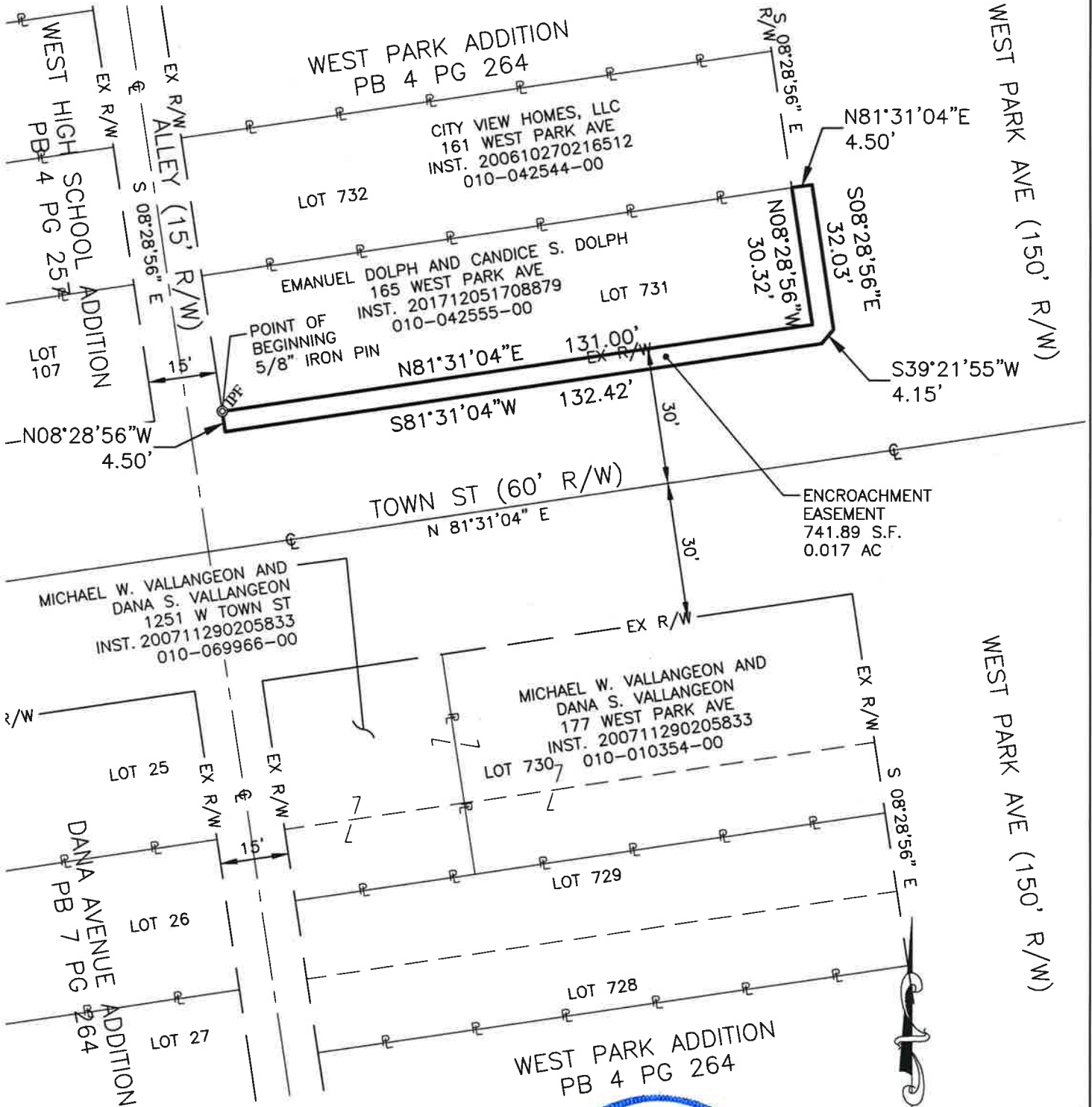
VIRGINIA MILITARY SURVEY No.1393

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 28, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF WEST PARK ADDITION AS SHOWN IN PLAT BOOK 4, PAGE 264



GRAPHIC SCALE 1" = 30'

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward 4-29-2020
MARK S. WARD P.S., S-7514 DATE

BASIS OF BEARING:
THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF TOWN STREET, HAVING A BEARING OF N 81°31'04" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

QUIT-CLAIM ENCROACHMENT EASEMENT #12
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by **Michael W. Vallangeon and Dana S. Vallangeon**, an **Ohio resident** ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing **curb wall with chain link fence** ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: **0.005** Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Town Street. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

Commencing at the northeast corner of Lot 730 as numbered and delineated on the plat entitled "West Park Addition", a subdivision of record in Plat Book 4 Page 264 and described in a deed to Michael W. Vallangeon and Dana S. Vallangeon by deed of record in Instrument No. 200711290205833 and 200810150152832, same being the intersection of the existing southerly right of way line of Town Street (60' width) with the existing westerly right of way line of West Park Avenue (150' width);

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **60.91 feet** with the existing southerly right of way line of Town Street and the northerly line of said Lot 730 to the **POINT OF BEGINNING**;

Thence continue **S 81 degrees 31 minutes 04 seconds W** a distance of **45.00 feet** with the existing southerly right of way line of Town Street and the northerly line of said Lot 730 to a point;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **4.50 feet** into the existing right of way of Town Street to a point;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **45.00 feet** across Town Street existing right of way to a point;

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **4.50 feet** across Town Street existing right of way to a point in the northerly line of said Lot 730, said point also lies in the existing southerly right of way line of Town Street and being the **POINT OF BEGINNING**, containing a total of **0.005 acres** / (202.50 square feet) more or less.

The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2020.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-010354-00)
Prior Instrument Reference(s): (Instrument No. 200714290205833)
Address(es): Recorder's Office, Franklin County, Ohio,
(177 West Park Ave, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described in this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Michael W. Vallangeon
and Dana S. Vallangeon
177 West Park Ave
Columbus, OH 43222)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTOR'S EXECUTION ON NEXT PAGE]

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, City of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTEE'S EXECUTION ON NEXT PAGE]

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Michael W. Vallangeon and Dana S. Vallangeon] an [Ohio resident] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Michael W. Vallangeon and Dana S. Vallangeon an Ohio resident]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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ENCROACHMENT EASEMENT #12

PART OF WEST PARK ADDITION

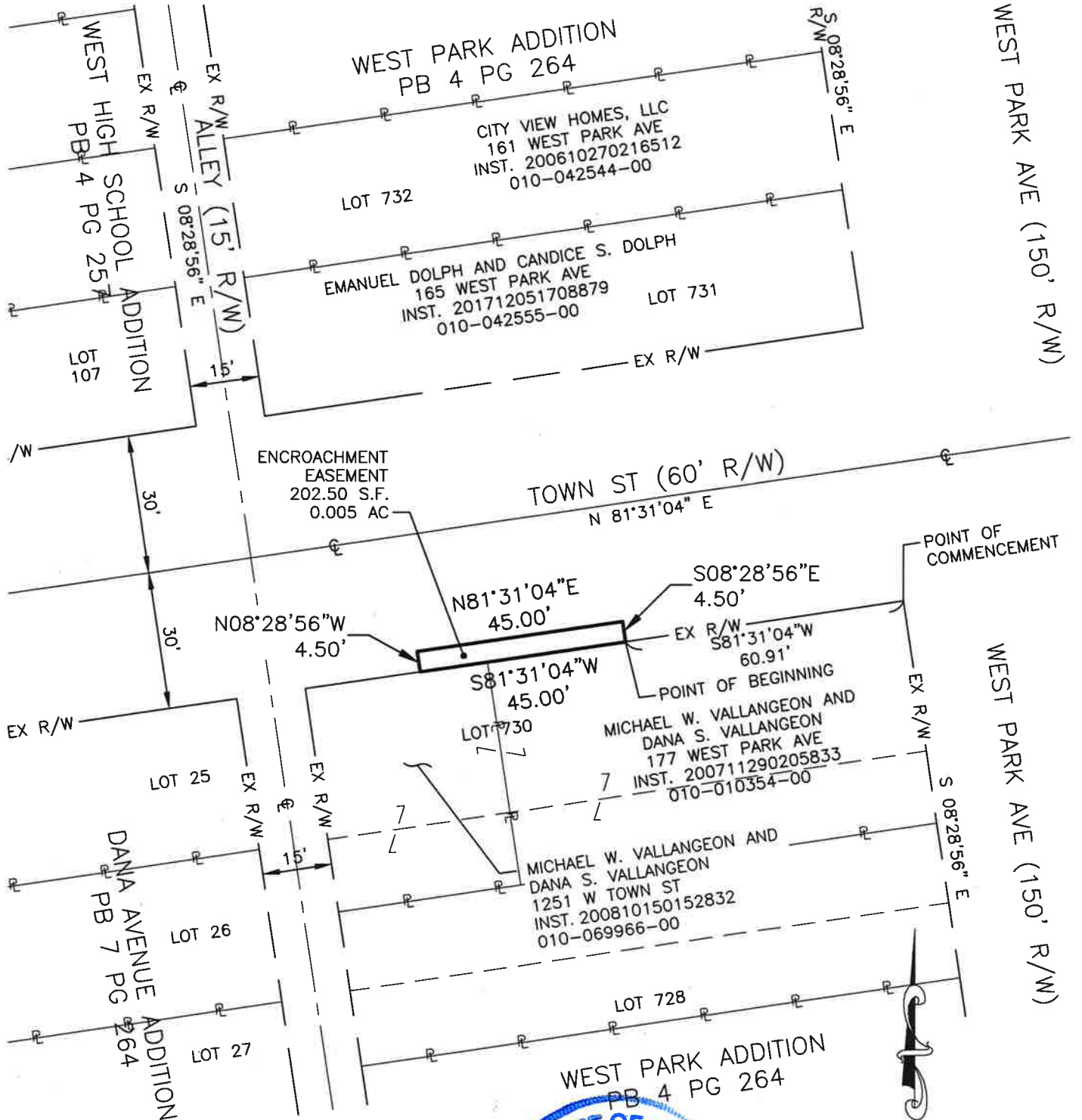
VIRGINIA MILITARY SURVEY No.1393

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 28, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF WEST PARK ADDITION AS DELINEATED IN PLAT BOOK 4, PAGE 264



GRAPHIC SCALE
1" = 30'

BASIS OF BEARING:

THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF TOWN STREET, HAVING A BEARING OF N 81°31'04" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward 4-29-2020
MARK S. WARD P.S., S-7514 DATE

QUIT-CLAIM ENCROACHMENT EASEMENT #14
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by **(Channa Hay)**, an **(Ohio resident)** ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing **(building and concrete curb wall)** ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate,**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: 0.002 Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Town Street. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

Commencing at the southwest corner of Lot 659 as numbered and delineated on the plat entitled "West Park Addition", a subdivision of record in Plat Book 4 Page 264 and described in a deed to Channa Hay by deed of record in Instrument No. 200401270018653, same being the intersection of the existing northerly right of way line of Town Street (60' width) with the existing easterly right of way line of West Park Avenue (150' width);

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **4.89 feet** with the existing northerly right of way line of Town Street and the southerly line of said Lot 659 to the **POINT OF BEGINNING**;

Thence continue **N 81 degrees 31 minutes 04 seconds E** a distance of **35.00 feet** with the existing northerly right of way line of Town Street and the southerly line of said Lot 659 to a point;

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **2.00 feet** into Town Street existing right of way of to a point;

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **35.00 feet** across Town Street existing right of way to a point;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **2.00 feet** across Town Street existing right of way to a point in the southerly line of said Lot 659, said point also lies in the existing northerly right of way line of Town Street and being the **POINT OF BEGINNING**, containing a total of **0.002 acres** / (70.00 square feet) more or less.

The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2020.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.



Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-007302-00)
Prior Instrument Reference(s): (Instrument No. 200401270018653)
Address(es): Recorder's Office, Franklin County, Ohio,
(166 West Park Ave, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Channa Hay
166 West Park Ave
Columbus, OH 43222)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTOR'S EXECUTION ON NEXT PAGE]

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, City of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTEE'S EXECUTION ON NEXT PAGE]

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Channa Hay] an [Ohio resident] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Channa Hay an Ohio resident]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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ENCROACHMENT EASEMENT #14

PART OF WEST PARK ADDITION

VIRGINIA MILITARY SURVEY No.1393

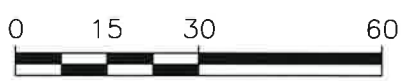
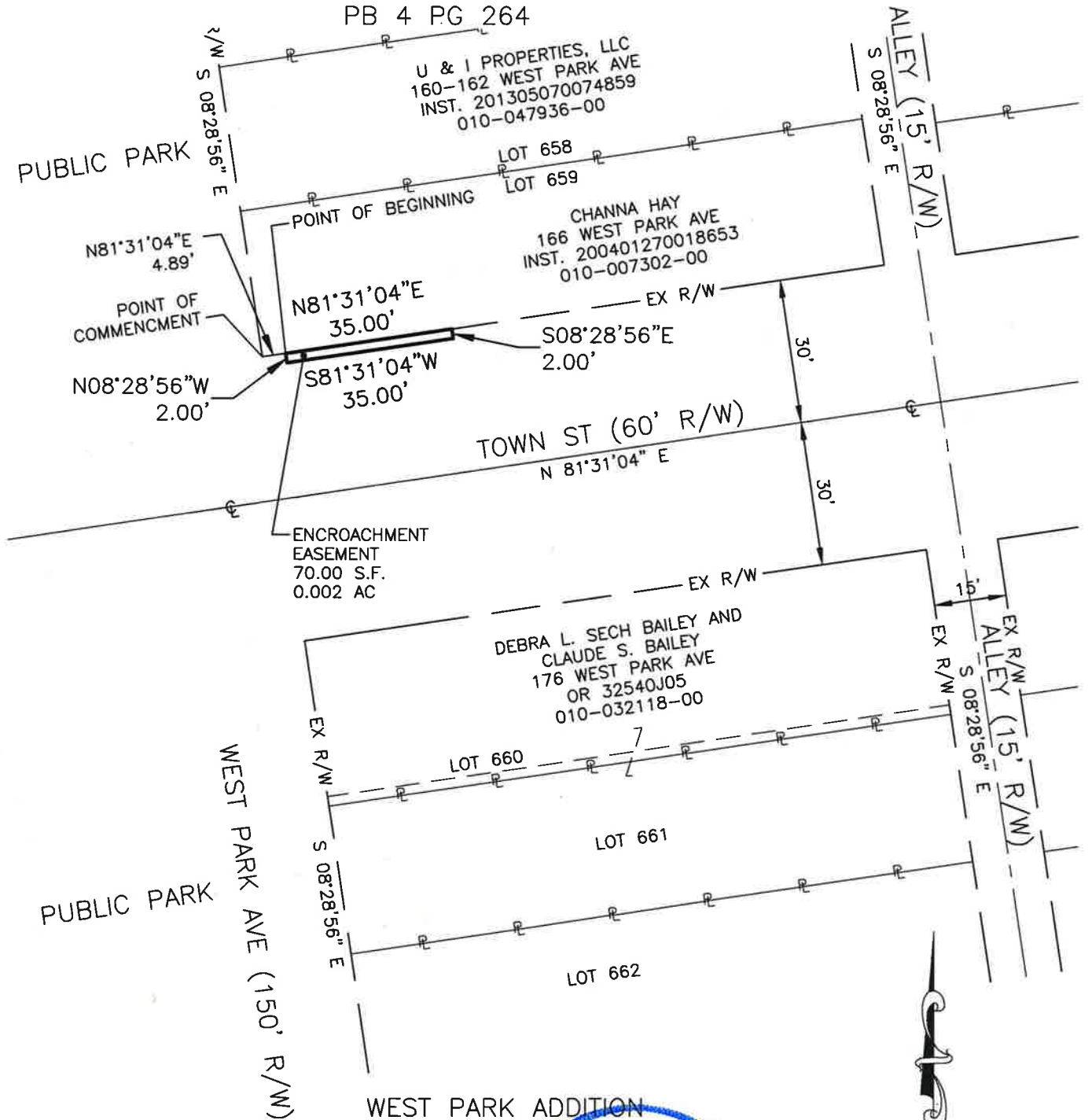
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 28, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF WEST PARK ADDITION AS DELINEATED IN PLAT BOOK 4, PAGE 264

WEST PARK ADDITION
PB 4 PG 264



GRAPHIC SCALE
1" = 30'

BASIS OF BEARING:

THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF TOWN STREET, HAVING A BEARING OF N 81°31'04" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward 4-29-2020
MARK S. WARD P.S., S-7514 DATE

QUIT-CLAIM ENCROACHMENT EASEMENT #16
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by **Invest in Homes, LLC**, an **Ohio limited liability company** ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing **patio and chain link fence** ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: **0.004** Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Town Street. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

Commencing at the northeast corner of Lot 398 as numbered and delineated on the plat entitled "West Park Addition", a subdivision of record in Plat Book 4 Page 264 and described in a deed to Invest In Homes LLC by deed of record in Instrument No. 201602010012510 and, same being the intersection of the existing southerly right of way line of Town Street (60' width) with the existing westerly right of way line of Cypress Avenue (50' width);

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **50.68 feet** with the existing southerly right of way line of Town Street and the northerly line of said Lot 398 to the **POINT OF BEGINNING**;

Thence continue **S 81 degrees 31 minutes 04 seconds W** a distance of **38.00 feet** with the existing right of way line of Town Street and the northerly line of said Lot 398 to a point;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **4.50 feet** into the existing right of way of Town Street to a point;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **38.00 feet** across Town Street existing right of way to a point;

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **4.50 feet** across Town Street existing right of way to a point in the northerly line of said Lot 730, said point also lies in the existing southerly right of way line of Town Street and being the **POINT OF BEGINNING**, containing a total of **0.004 acres** / (171.00 square feet) more or less.


The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

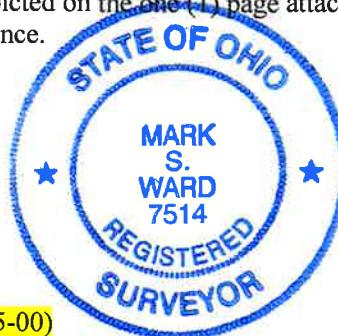
This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2018.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-003195-00)
Prior Instrument Reference(s): (Instrument No. 201602010012510)
Recorder's Office, Franklin County, Ohio,
Address(es): (177-179 Cypress Ave, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described in this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Invest in Homes, LLC
7491 Calhoun Road
Ostrander, OH 43061)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

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GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, City of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTEE'S EXECUTION ON NEXT PAGE]

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Invest in Homes] an [Ohio limited liability company] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Invest in Homes an Ohio limited liability company]

By: _____ Print Name: _____

Print Title: _____

Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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QUIT-CLAIM ENCROACHMENT EASEMENT #19
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by Victor A. Golowin, an (Ohio resident) ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing (block retaining wall) ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: **0.010** Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Town Street and Dakota Avenue. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the southwest corner of Lot 210 as numbered and delineated on the plat entitled "West Park Addition", a subdivision of record in Plat Book 4 Page 264 and described in a deed to Victor A. Golown by deed of record in Deed Book 3766, Page 167, same being the intersection of the existing northerly right of way line of Town Street (60' width) with the existing easterly right of way line of Dakota Avenue (124' width);

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **106.00 feet** with the existing northerly right of way of Town Street and the southerly line of said Lot 210 to the southeast corner of said Lot, same being the intersection of the existing northerly right of way line of Town Street (60' width) with the existing westerly right of way line of an Alley (16' width);

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **3.50 feet** into Town Street existing right of way to a point;

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **109.75 feet** across Town Street existing right of way to a point;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **15.75 feet** across Town Street existing right of way and into Dakota Avenue existing right of way to a point;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **3.75 feet** across Dakota Avenue existing right of way to a point in the westerly line of said Lot 210, said point also being in the existing easterly right of way line for Dakota Avenue;

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **12.25 feet** with the existing easterly right of way of Dakota Avenue and the west line of said Lot 210 to the southwest corner of said Lot and the **POINT OF BEGINNING**, containing a total of **0.010 acres** / (430.06 square feet) more or less.

The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2020.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.

Mark S. Ward, P.S.
Professional Surveyor No. S-7514

Franklin County Tax Parcel(s): (010-046339-00)
Prior Instrument Reference(s): (Deed book 3766, Page 167)
Address(es): Recorder's Office, Franklin County, Ohio,
(166-170 Dakota Ave, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Victor A. Golowin
166 Dakota Ave
Ostrander, OH 43222)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTOR'S EXECUTION ON NEXT PAGE]

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, **City** of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTEE'S EXECUTION ON NEXT PAGE]

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Victor A. Golowin] an [Ohio resident] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Victor A. Golowin an Ohio resident]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)
County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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QUIT-CLAIM ENCROACHMENT EASEMENT #21
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by Geoffrey M. Ryan, an Ohio resident ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing block retaining wall ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: **0.005** Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Town Street. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 209 as numbered and delineated on the plat entitled "West Park Addition", a subdivision of record in Plat Book 4 Page 264 and described in a deed to Gregory M. Ryan by deed of record in Instrument No. 201909100116612, same being the intersection of the existing southerly right of way line of Town Street (60' width) with the existing westerly right of way line of an Alley (16' width);

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **42.00 feet** with the existing southerly right of way line of Town Street and the northerly line of said Lot 209 to a point;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **4.75 feet** into the existing right of way of Town Street to a point;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **42.00 feet** across Town Street existing right of way to a point;

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **4.75 feet** across Town Street existing right of way to a point in the northeast corner of said Lot 209, said point also lies in the existing southerly right of way line of Town Street and being the **POINT OF BEGINNING**, containing a total of **0.005 acres** / (199.50 square feet) more or less..


The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2020.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-018544-00)
Prior Instrument Reference(s): (Instrument No. 201909100116612)
Recorder's Office, Franklin County, Ohio,
Address(es): (178 Dakota Ave, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.
2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.
3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.
4. USE & RESTRICTIONS.
 - 4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.
 - 4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.
 - 4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Geoffrey M. Ryan
178 Dakota Ave
Ostrander, OH 43222)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

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GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, **City** of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTEE'S EXECUTION ON NEXT PAGE]

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Geoffrey M. Ryan] an [Ohio resident] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Geoffrey M. Ryan an Ohio resident]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT-A BEGINS ON NEXT PAGE]

QUIT-CLAIM ENCROACHMENT EASEMENT #22
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by Robert Hughes, the Successor Trustee of the HEMI Hughes Family Trust 4 ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing block retaining wall and chain link fence ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: **0.007** Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Town Street and Martin Avenue. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the southeast corner of Lot 102 as numbered and delineated on the plat entitled "Richard Sinclair's Addition", a subdivision of record in Plat Book 4 Page 403 and described in a deed to Robert Hughes by deed of record in Instrument No. 201009020114040, same being the intersection of the existing northerly right of way line of Town Street (60' width) with the existing westerly right of way line of Martin Avenue (90' width);

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **35.90 feet** with the existing westerly right of way line for Martin Avenue and the east line of said Lot 102 to a point in the northeast corner of said Lot;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **3.00 feet** into Martin Avenue existing right of way to a point;

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **38.40 feet** across Martin Avenue existing right of way and into Town Street existing right of way to a point;

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **82.00 feet** across Town Street existing right of way to a point;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **2.50 feet** across Town Street existing right of way to a point in the southerly line of said Lot 102, said point also lies in the existing northerly right of way line of Town Street;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **79.00 feet** with the existing northerly right of way of Town Street and the southerly line of said Lot 102 to the southeast corner of said Lot and the **POINT OF BEGINNING**, containing a total of **0.007 acres** / (312.69 square feet) more or less.


The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2020.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-004579-00)
Prior Instrument Reference(s): (Instrument No. 201609020114040)
Address(es): Recorder's Office, Franklin County, Ohio,
(163-165 S Martin Ave, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Robert Hughes, Successor Trustee of
the HEMI Hughes Family Trust 4
417 Reinhard Avenue
Columbus, OH 43206)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTOR'S EXECUTION ON NEXT PAGE]

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, City of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

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GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Robert Hughes] the [Successor Trustee of the HEMI Hughes Family Trust 4] by its duly authorized representative, _____, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Robert Hughes the Successor Trustee of the HEMI Hughes Family Trust 4]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)
County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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ENCROACHMENT EASEMENT #22

PART OF RICHARD SINCLAIR'S ADDITION

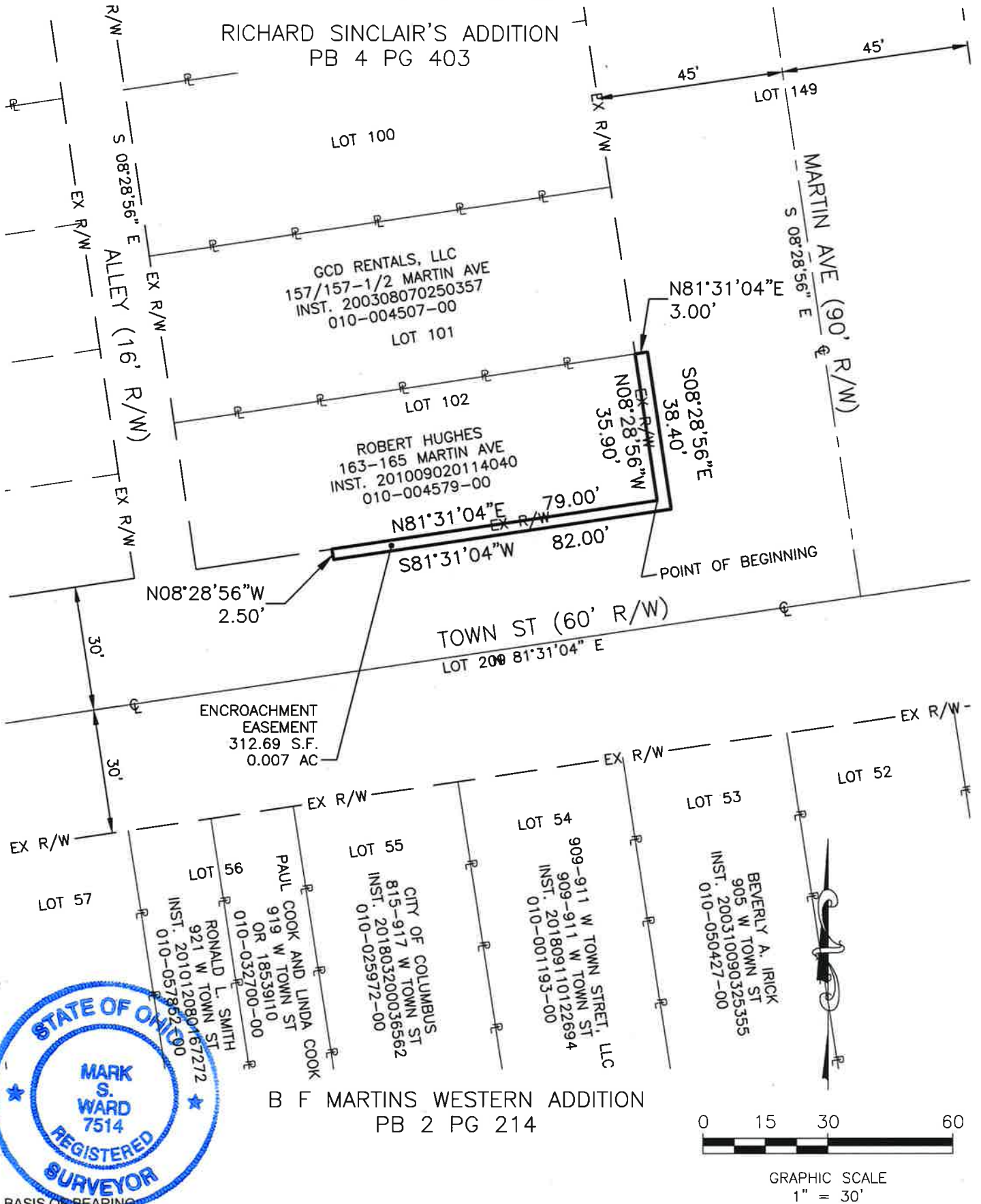
VIRGINIA MILITARY SURVEY No.1393

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 28, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF RICHARD SINCLAIR'S ADDITION AS DELINEATED IN PLAT BOOK 4, PAGE 403



THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF TOWN STREET, HAVING A BEARING OF N 81°31'04" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward 4-29-2020
 MARK S. WARD P.S., S-7514 DATE

QUIT-CLAIM ENCROACHMENT EASEMENT #25
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by **Friends of Franklinton, LLC**, an **(Ohio limited liability company)** ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing **(block retaining wall)** ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: **0.004** Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Martin Avenue. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 50 as numbered and delineated on the plat entitled "B F Martins Western Addition", a subdivision of record in Plat Book 2 Page 214 and described in a deed to Friends of Franklinton, LLC by deed of record in Instrument No. 201508260119515, same being the intersection of the existing southerly right of way line of Town Street (60' width) with the existing easterly right of way line of Martin Avenue (50' width);

Thence **S 08 degrees 28 minutes 56 seconds E** a distance of **54.00 feet** with the existing easterly right of way line for Martin Avenue and the west line of said Lot 50 to a point;

Thence **S 81 degrees 31 minutes 04 seconds W** a distance of **3.00 feet** into Martin Avenue existing right of way to a point;

Thence **N 08 degrees 28 minutes 56 seconds W** a distance of **54.00 feet** across Martin Avenue existing right of way to a point;

Thence **N 81 degrees 31 minutes 04 seconds E** a distance of **3.00 feet** across Martin Avenue existing right of way to a point in the northwest corner of said Lot 50 and the **POINT OF BEGINNING**, containing a total of **0.004 acres** / (162.00 square feet) more or less.

The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2020.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Town Street, having a bearing of N 81°31'04" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-022400-00)
Prior Instrument Reference(s): (Instrument No. 201508260119515)
Address(es): Recorder's Office, Franklin County, Ohio,
(883 W Town Street, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Friends of Franklinton, LLC
278 S Souder Avenue
Columbus, OH 43222)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTOR'S EXECUTION ON NEXT PAGE]

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)
County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, **City** of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTEE'S EXECUTION ON NEXT PAGE]

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Friends of Franklinton, LLC] an [Ohio limited liability company] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Friends of Franklinton, LLC an Ohio limited liability company]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED BY: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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ENCROACHMENT EASEMENT #25

PART OF B F MARTINS WESTERN ADDITION

VIRGINIA MILITARY SURVEY No.1393

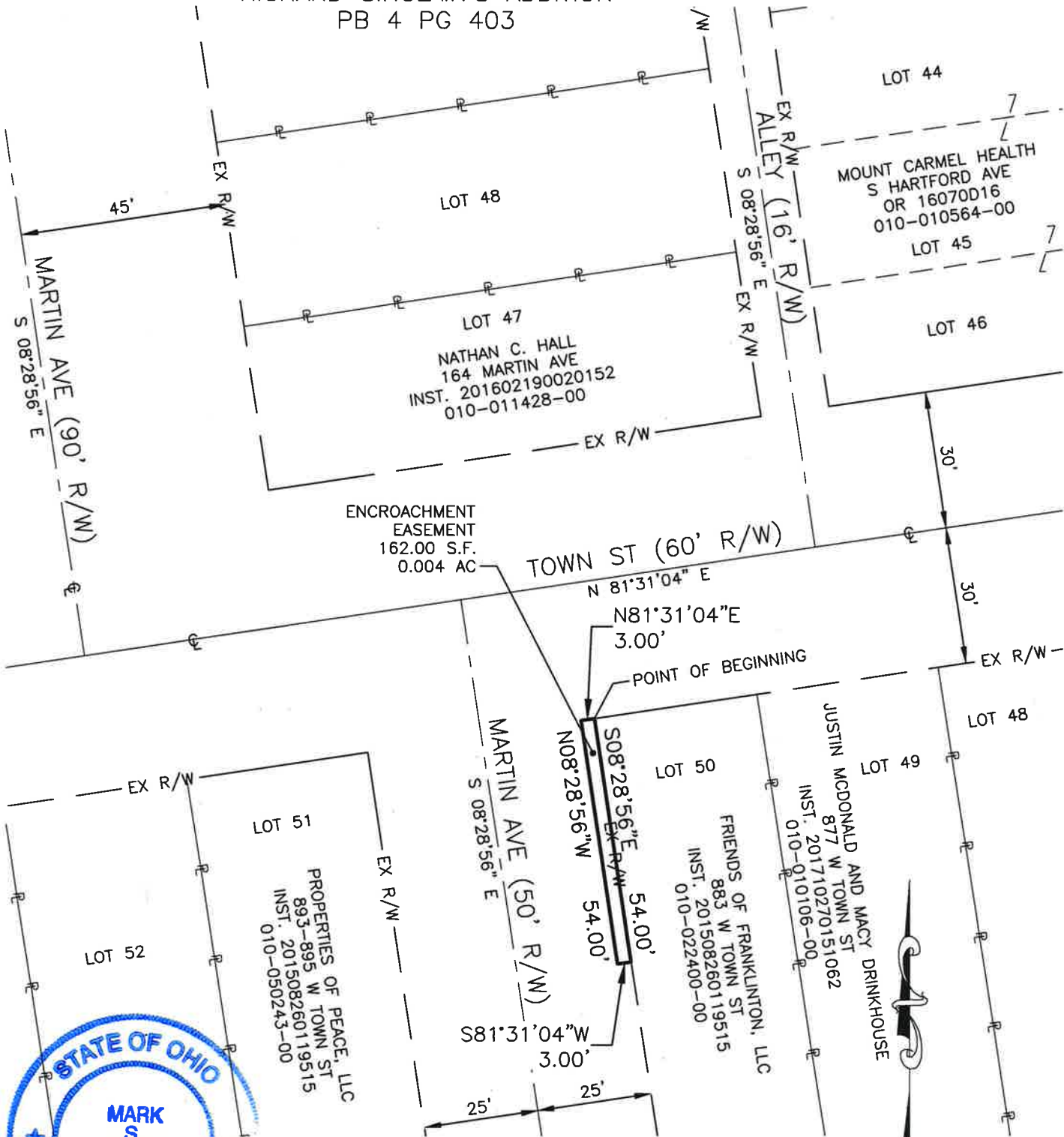
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 28, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF B F MARTINS WESTERN ADDITION AS DELINEATED IN PLAT BOOK 2, PAGE 214

RICHARD SINCLAIR'S ADDITION
PB 4 PG 403



B F MARTINS WESTERN ADDITION
PB 2 PG 214



GRAPHIC SCALE
1" = 30'

BASIS OF BEARING:

THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF TOWN STREET, HAVING A BEARING OF N 81°31'04" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward 4-29-2020
MARK S. WARD P.S., S-7514 DATE

QUIT-CLAIM ENCROACHMENT EASEMENT #29
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by (Supra Investments, LLC), an (Ohio limited liability company) ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing (stone retaining wall) ("Encroachment"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("Dominant Estate,"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: 0.006 Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Rich Street and Cypress Avenue. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 323 as numbered and delineated on the plat entitled "West Park Addition", a subdivision of record in Plat Book 4 Page 264 and described in a deed to Supra Investments, LLC by deed of record in Instrument No. 202001060001893, same being the intersection of the existing southerly right of way line of Rich Street (60' width) with the existing easterly right of way line of Cypress Avenue (50' width);

Thence **S 08 degrees 23 minutes 10 seconds E** a distance of **33.40 feet** with the existing easterly right of way line for Cypress Avenue and the westerly line of said Lot 323 to a point;

Thence **S 81 degrees 36 minutes 50 seconds W** a distance of **4.00 feet** into Cypress Avenue existing right of way to a point;

Thence **N 08 degrees 23 minutes 10 seconds W** a distance of **41.65 feet** across Cypress Avenue existing right of way and into Rich Street existing right of way to a point;

Thence **N 81 degrees 36 minutes 50 seconds E** a distance of **16.50 feet** across Rich Street existing right of way to a point;

Thence **S 08 degrees 23 minutes 10 seconds E** a distance of **8.25 feet** across Rich Street existing right of way to a point in the northerly line of said Lot 323, said point also lies in the existing southerly right of way line of Rich Street;

Thence **S 81 degrees 36 minutes 50 seconds W** a distance of **12.50 feet** with the existing southerly right of way line of Rich Street and the northerly line of said Lot 323 to the **POINT OF BEGINNING**, containing a total of **0.006 acres** / (270.81 square feet) more or less.


The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2018.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Rich Street, having a bearing of N 81°36'50" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-037276-00)
Prior Instrument Reference(s): (Instrument No. 202001060001893)
Address(es): Recorder's Office, Franklin County, Ohio,
(234 Cypress Avenue, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Supra Investments, LLC
234 Cypress Avenue
Columbus, OH 43222)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

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GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, City of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

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GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Supra Investments, LLC], an [Ohio limited liability company] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Supra Investments, LLC, an Ohio limited liability company]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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ENCROACHMENT EASEMENT #29

PART OF WEST PARK ADDITION

VIRGINIA MILITARY SURVEY No.1393

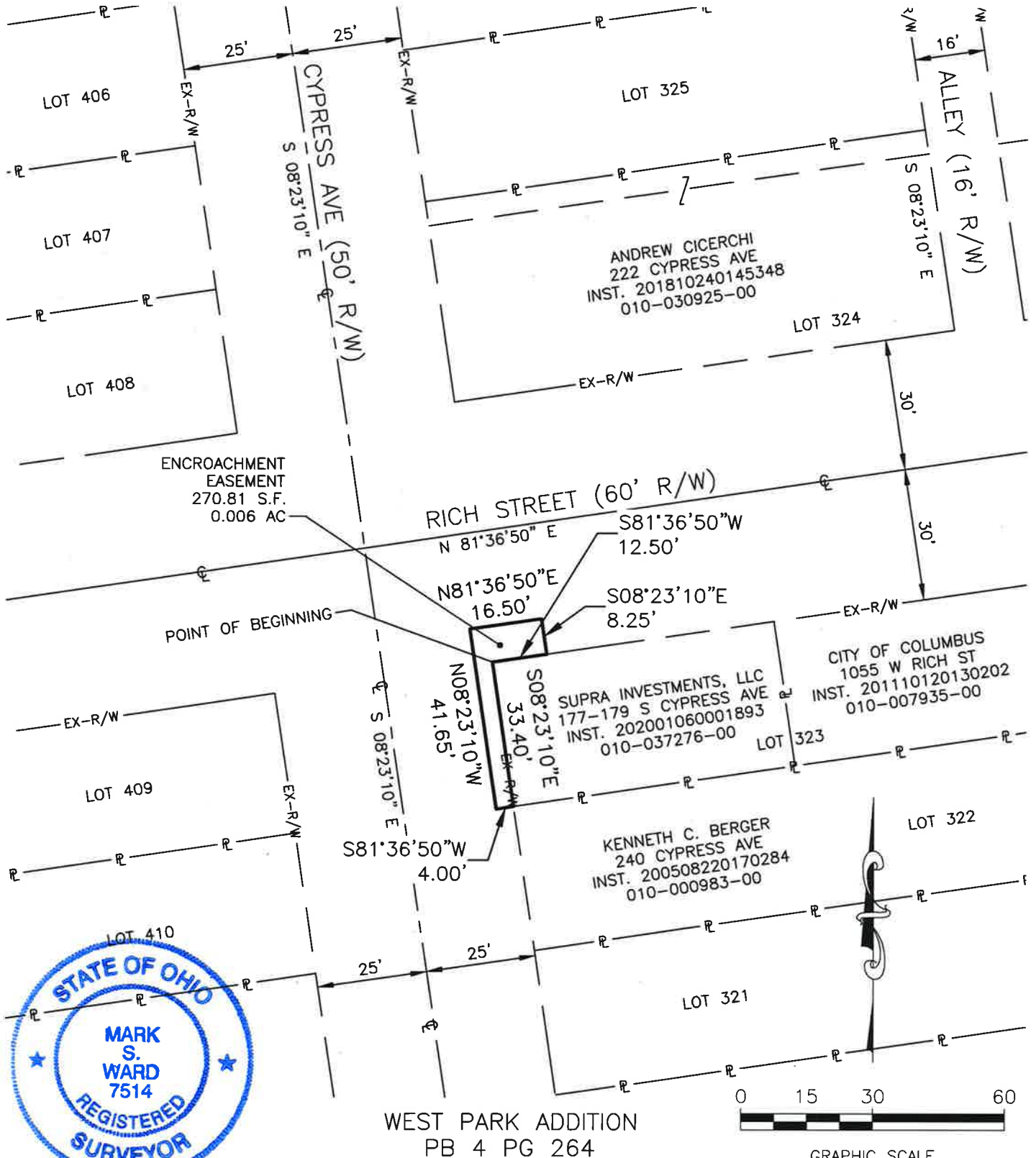
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 29, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF WEST PARK ADDITION AS DELINEATED IN PLAT BOOK 4, PAGE 264

WEST PARK ADDITION
PB 4 PG 264



BASIS OF BEARINGS:

THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF RICH STREET, HAVING A BEARING OF N 81°36'50" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward 4-29-2020
MARK S. WARD P.S., S-7514 DATE

QUIT-CLAIM ENCROACHMENT EASEMENT #30
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by **(David A. Seeger)**, an **(Ohio resident)** ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing **(concrete retaining wall)** ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: **0.004** Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Rich Street and Dakota Avenue. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the southeast corner of Lot 281 as numbered and delineated on the plat entitled "West Park Addition", a subdivision of record in Plat Book 4 Page 264 and described in a deed to David A. Seeger by deed of record in Instrument No. 199908020195136, same being the intersection of the existing northerly right of way line of Rich Street (60' width) with the existing westerly right of way line of Dakota Avenue (124' width);

Thence **N 08 degrees 23 minutes 10 seconds W** a distance of **8.25 feet** with the existing westerly right of way line for Dakota Avenue and the east line of said Lot 281 to a point;

Thence **N 81 degrees 36 minutes 50 seconds E** a distance of **3.50 feet** into Dakota Avenue existing right of way to a point;

Thence **S 08 degrees 23 minutes 10 seconds E** a distance of **12.04 feet** across Dakota Avenue existing right of way and into Rich Street existing right of way to a point;

Thence **S 58 degrees 39 minutes 03 seconds W** a distance of **9.51 feet** across Rich Street existing right of way to a point;

Thence **S 81 degrees 36 minutes 50 seconds W** a distance of **9.48 feet** across Rich Street existing right of way to a point;

Thence **N 08 degrees 23 minutes 10 seconds W** a distance of **3.50 feet** across Rich Street existing right of way to a point;

Thence **S 81 degrees 36 minutes 50 seconds W** a distance of **8.00 feet** across Rich Street existing right of way to a point;

Thence **N 08 degrees 23 minutes 10 seconds W** a distance of **4.00 feet** across Rich Street existing right of way to a point in the southerly line of said Lot 281, said point also lies in the existing northerly right of way line of Rich Street;

Thence **N 81 degrees 36 minutes 50 seconds E** a distance of **22.74 feet** with the existing northerly right of way of Rich Street and the southerly line of said Lot 281 to the southeast corner of said Lot and the ***POINT OF BEGINNING***, containing a total of **0.004 acres** / (181.44 square feet) more or less.


The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2018.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Rich Street, having a bearing of N 81°36'50" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-292020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-042644-00)
Prior Instrument Reference(s): (Instrument No. 199008020105136)
Address(es): Recorder's Office, Franklin County, Ohio,
(221 Dakota Avenue, Columbus, OH 43223)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.
2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.
3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.
4. USE & RESTRICTIONS.
 - 4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.
 - 4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.
 - 4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(David A. Seeser
3836 Bickley Place
Columbus, OH 43220)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

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GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, **City of Columbus, Ohio**, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTEE'S EXECUTION ON NEXT PAGE]

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [David A. Seeger], an [Ohio resident] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[David A. Seeger, an Ohio resident]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)
County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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QUIT-CLAIM ENCROACHMENT EASEMENT #51
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by **(Patrick Larrimer, Francis Davis, III and Brett Gregory)**, an **(Ohio resident)** ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing **(block retaining wall)** ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: 0.006 Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Rich Street and Davis Avenue. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 112 as numbered and delineated on the plat entitled "B F Martins Western Addition", a subdivision of record in Plat Book 2 Page 214 and described in a deed to Patrick Larrimer, Francis Davis III and Brett Gregory by deed of record in Instrument No. 201802050015543, same being the intersection of the existing southerly right of way line of Rich Street (60' width) with the existing easterly right of way line of Davis Avenue (50' width);

Thence **S 08 degrees 39 minutes 13 seconds E** a distance of **56.00 feet** with the existing easterly right of way line for Davis Avenue and the west line of said Lot 112 to a point;

Thence **S 81 degrees 20 minutes 47 seconds W** a distance of **2.25 feet** into Davis Avenue existing right of way to a point;

Thence **N 08 degrees 39 minutes 13 seconds W** a distance of **59.01 feet** across Davis Avenue existing right of way and into Rich Street existing right of way to a point;

Thence **N 81 degrees 20 minutes 47 seconds E** a distance of **42.25 feet** across Rich Street existing right of way to a point;

Thence **S 08 degrees 39 minutes 13 seconds E** a distance of **3.00 feet** across Rich Street to a point in the northeast corner of said Lot 112, said point also being in the existing southerly right of way of Rich Street;

Thence **S 81 degrees 20 minutes 47 seconds W** a distance of **40.00 feet** with the existing southerly right of way of Rich Street and the northerly line of said Lot 112 to the northwest corner of said Lot and the **POINT OF BEGINNING**, containing a total of **0.006 acres / (252.78 square feet)** more or less.

The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2018.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Rich Street, having a bearing of N 81°36'50" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.



Mark S. Ward, P.S.
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-054054-00)
Prior Instrument Reference(s): (Instrument No. 201802050015543)
Address(es): Recorder's Office, Franklin County, Ohio,
(777-779 Rich Street, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Patrick Larrimer, Francis Davis, III
and Brett Gregory
1388 Eastview
Columbus, OH 43212)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTOR'S EXECUTION ON NEXT PAGE]

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, City of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTEE'S EXECUTION ON NEXT PAGE]

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Patrick Larrimer, Francis Davis, III and Brett Gregory] an [Ohio resident] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Patrick Larrimer, Francis Davis, III and Brett Gregory an Ohio resident]

By: _____ Print Name: _____

Print Title: _____

Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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ENCROACHMENT EASEMENT #51

PART OF B F MARTINS WESTERN ADDITION

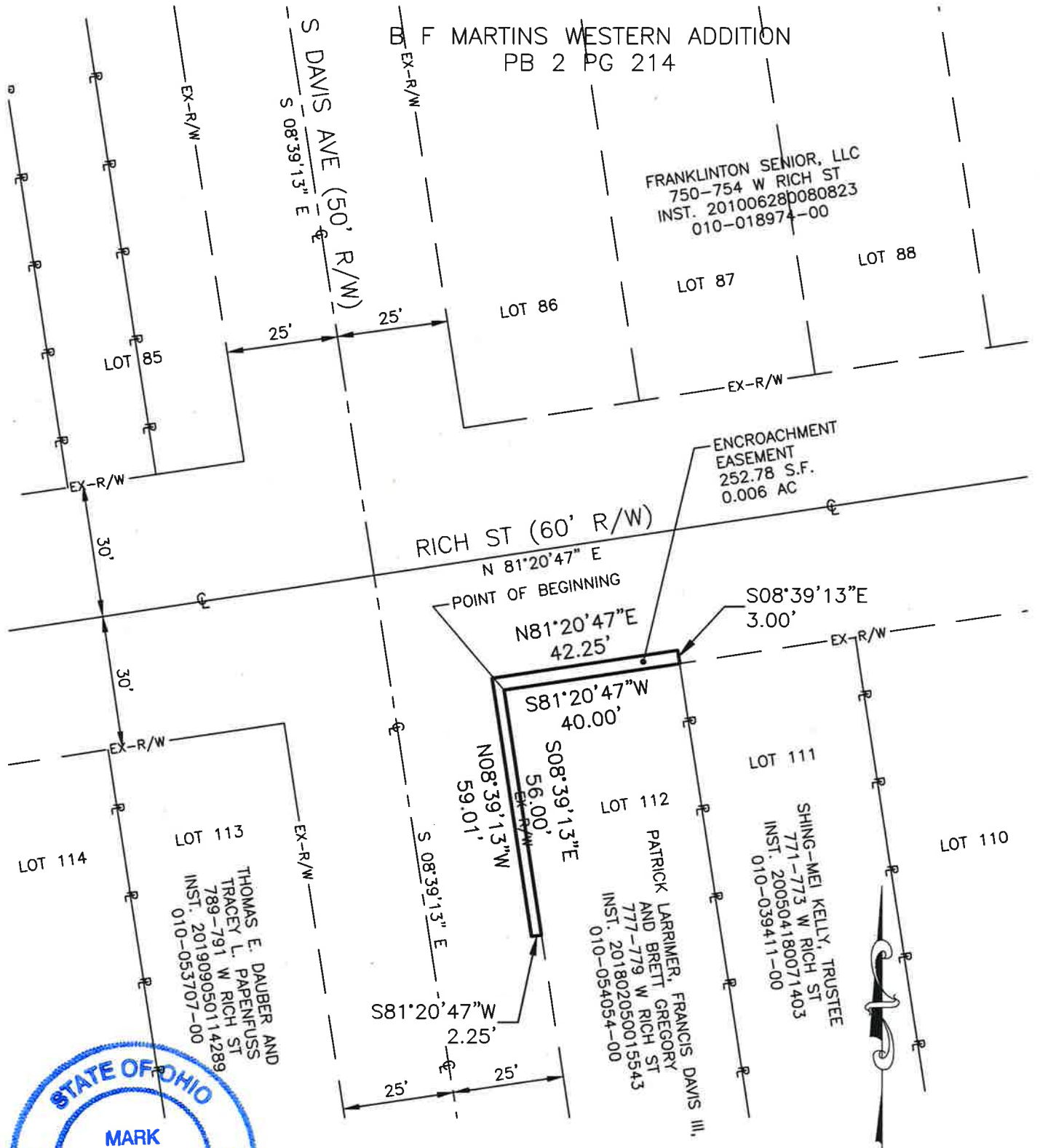
VIRGINIA MILITARY SURVEY No.1393

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 29, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF B F MARTINS WESTERN ADDITION AS SHOWN IN PLAT BOOK 2, PAGE 214



B F MARTINS WESTERN ADDITION
PB 2 PG 214



GRAPHIC SCALE
1" = 30'

BASIS OF BEARING:

THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF RICH STREET, HAVING A BEARING OF N 81°20'47" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward
MARK S. WARD P.S., S-7514

4-29-2020
DATE

QUIT-CLAIM ENCROACHMENT EASEMENT #52
(WITH RESERVATIONS)

City of Columbus, Ohio, an Ohio municipal corporation ("Grantor"), for consideration given by **(Shing-Mei Kelly)**, a **(Trustee)** ("Grantee"), does quit claim grant to Grantee and Grantee's successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property ("Easement Area") for so long as the Easement Area is only used exclusively to maintain, control and repair, an existing **(block retaining wall)** ("**Encroachment**"), as shown on the one (1) page photo attachment, Exhibit-B, and fully incorporated into this Easement for reference, for the sole benefit of Grantee's adjacent real property ("**Dominant Estate,**"); however, Grantor's granting of the Easement Area in this instrument (collectively, "Easement") is subject to the following exceptions: (i) Grantor's reversionary rights; (ii) Grantee's compliance of all provisions described in this Easement; and

(iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate's title:

Easement Area: **0.003** Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No.1393 and being on, over and across the right of way of Rich Street and Davis Avenue. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 111 as numbered and delineated on the plat entitled "B F Martins Western Addition", a subdivision of record in Plat Book 2 Page 214 and described in a deed to Shing-Mei Kelly, Trustee by deed of record in Instrument No. 200504180071403, and being in the existing southerly right of way line of Rich Street (60' width);

Thence **N 08 degrees 39 minutes 13 seconds W** a distance of **3.00 feet** into Rich Street existing right of way to a point;

Thence **N 81 degrees 20 minutes 47 seconds E** a distance of **40.00 feet** across Rich Street existing right of way to a point;

Thence **S 08 degrees 39 minutes 13 seconds E** a distance of **3.00 feet** across Rich Street existing right of way to a point in the northeast corner of said Lot 111, said point also being in the existing southerly right of way of Rich Street;

Thence **S 81 degrees 20 minutes 47 seconds W** a distance of **40.00 feet** with the existing southerly right of way of Rich Street and the northerly line of said Lot 111 to the northwest corner of said Lot and the **POINT OF BEGINNING**, containing a total of **0.003 acres** / (120.00 square feet) more or less.


The stationing for (Town Street / Rich Street) is based on City of Columbus Plan (FRA-US62-12.44, PID No. 106082), 1852-A, on file with Division of Design & Construction, Department of Public Service, City of Columbus.

This description of the Easement Area was prepared and reviewed under the supervision of Mark S. Ward, P.S. Professional Surveyor, No. S-7514 from a survey completed in December 2018.

Bearings used in this description are based on the Ohio State Plane Coordinate System, (South) Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. Establishing the centerline of Rich Street, having a bearing of N 81°36'50" E, is designated the "basis of bearing" for this description.

This description of the Easement Area is depicted on the one (1) page attachment, Exhibit-A, which is fully incorporated into this Easement for reference.

Resource International, Inc.


Mark S. Ward, P.S. 4-29-2020
Professional Surveyor No. S-7514



Franklin County Tax Parcel(s): (010-039411-00)
Prior Instrument Reference(s): (Instrument No. 200504180071403)
Address(es): Recorder's Office, Franklin County, Ohio,
(771-773 Rich Street, Columbus, OH 43222)

TERMS & CONDITIONS

1. EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. This Easement is appurtenant and forever (i) benefits the Dominant Estate, and (ii) burdens the real property of the Easement Area. And Grantee's exercise of any rights in this Easement or recordation of this Easement is deemed Grantee's acceptance of all provisions described in this Easement.

2. INDEMNIFICATION. Grantee agrees to indemnify, 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 attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and/or (iii) exercise of any rights in this Easement.

3. 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 Easement Area or 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 Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

4. USE & RESTRICTIONS.

4.1. MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole cost and expense, Grantee is forever required to exclusively operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

4.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

4.3. INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering staff, employees, contractors, or other authorized personnel are forever permitted the rights to access the Easement Area via the adjacent public right-of-way at any time and for any reason in order to inspect the Encroachment.

4.4. EXISTING UTILITIES & SURFACE CONDITION. Grantee's rights to maintenance, control, repair, and securing of the Encroachment in the 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 any water, storm and sanitary sewer, electric, and gas utilities, existing in the Encroachment (collectively, "Existing Utilities") located on, under, over, under, or adjacent to the Easement, 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 Easement Area (collectively, "Surface Condition"). Accordingly, 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. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement to Grantor's written specification and satisfaction.

4.5. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the 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 Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the 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 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 Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

1 TERMINATION.

5.1. **GENERAL.** Grantee agrees Grantor is permitted to terminate this Easement at any time and for any reason.

5.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, sidewalks, roadways, or Grantor's other real property improvement(s) and appurtenances in, on, under, over, or adjacent to the Easement Area.

5.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; and/or (vi) fails to adequately maintain the Encroachment. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), or (vi), or all, of this section, then this Easement and all rights connected with this Easement automatically terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to (a) at Grantee's sole expense, remove the Encroachment from the Easement Area, and (b) execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

6. **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 (*i.e.* Columbus City Council regarding Grantor), and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

7. **NONEXCLUSIVE, PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, through, and adjacent to the Easement Area or Encroachment.

8. **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:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St, Columbus, OH
43215 Attn: Director

& Copies to:

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

GRANTEE:

(Shing-Mei Kelly, Trustee
716 Wiltshire Road
Columbus, OH 43204)

9. COUNTERPARTS. This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

10. SEVERABILITY. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTOR'S EXECUTION ON NEXT PAGE]

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, City of Columbus, Ohio, by its duly authorized representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinance Number _____-2020, which passed on _____, 2020, does voluntarily acknowledge this Easement on behalf of Grantor on the effective date below.

City of Columbus, Ohio,
an Ohio Municipal Corporation

By: _____
Jennifer L. Gallagher, Director
Department of Public Service
Effective Date: _____

State of _____)

County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by Jennifer L. Gallagher, Director, Department of Public Service, on behalf of Grantor, **City** of Columbus, Ohio, an Ohio municipal corporation.

Notary Public
Commission Expiration Date: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTEE'S EXECUTION ON NEXT PAGE]

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Shing-Mei Kelly] a [Trustee] by its duly authorized representative, _____, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantee, does voluntarily acknowledge this Easement on behalf of Grantee on the effective date below.

[Shing-Mei Kelly, Trustee]

By: _____ Print Name: _____
Print Title: _____
Effective Date: _____

State of _____)
County of _____) SS:

BE IT REMEMBERED ON _____, 2020, I affixed my seal evidencing this instrument was acknowledged before me by _____, on behalf of Grantee, _____

(seal)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT PREPARED By: (Date)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:
DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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ENCROACHMENT EASEMENT #52

PART OF B F MARTINS WESTERN ADDITION

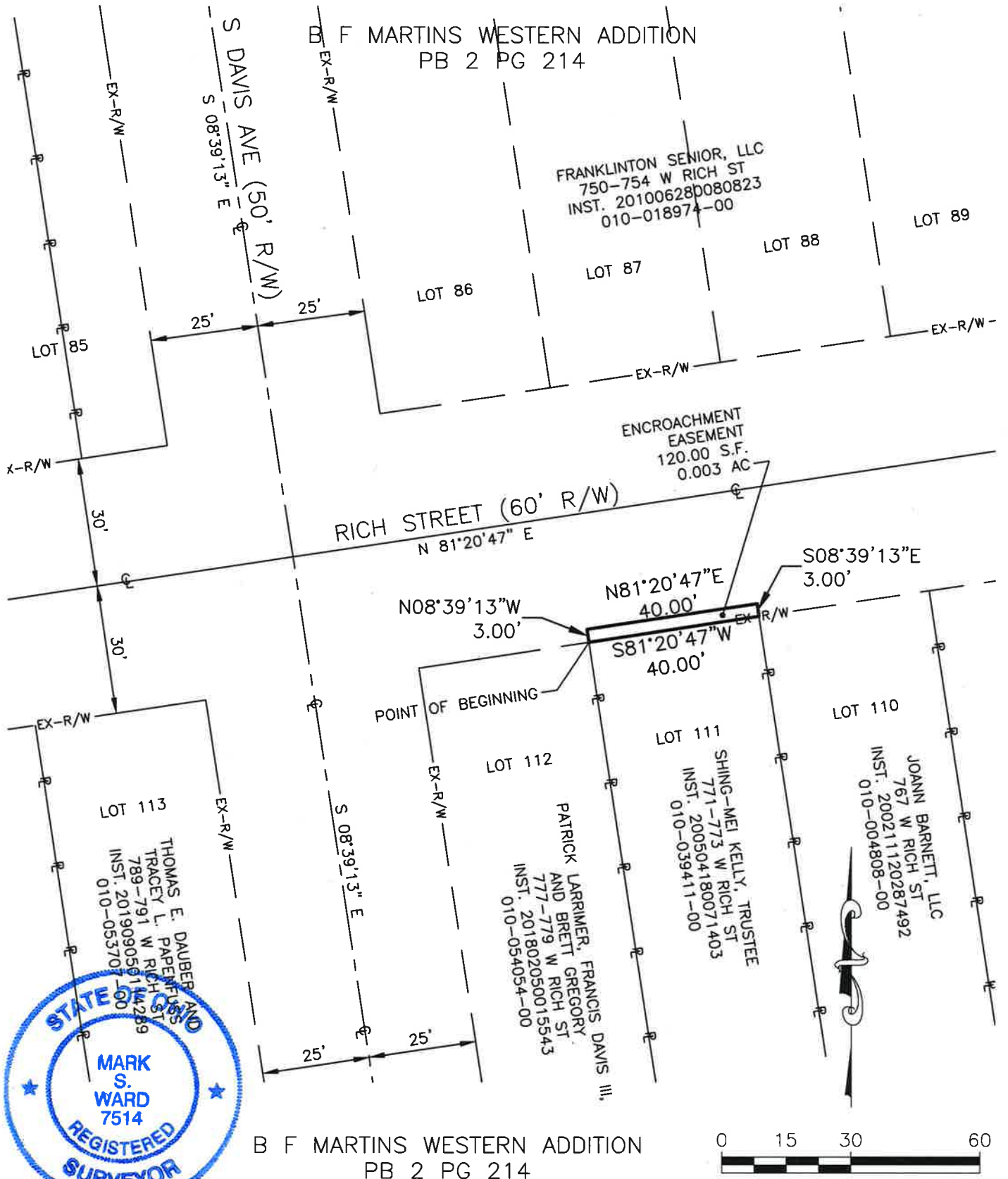
VIRGINIA MILITARY SURVEY No.1393

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

DATE: APRIL 29, 2020

SCALE: 1" = 30'

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY No.1393 BEING PART OF B F MARTINS WESTERN ADDITION AS SHOWN IN PLAT BOOK 2, PAGE 214



BASIS OF BEARING:

THE BEARINGS SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, (SOUTH) ZONE, NAD83 (2011). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS TIED (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK. ESTABLISHING THE CENTERLINE OF RICH STREET, HAVING A BEARING OF N 81°20'47" E AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

Mark S. Ward 4-29-2020
MARK S. WARD P.S., S-7514 DATE