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RECORDED FRANKLIN CO. OHIO

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AUG 31 1988

EASEMENT AGREEMENT

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE \$ 26-

This AGREEMENT is made this 26th day of August, 1988, by and between the CITY OF COLUMBUS, OHIO ("City"), a municipal corporation, whose tax mailing and notice address is: Mortgage Code 9000 (50 West Gay Street, Columbus, Ohio 43215); and BURGESS & NIPLER, LIMITED ("B&N"), an Ohio limited partnership association, whose tax mailing and notice address is 5085 Reed Road, Columbus, Ohio 43220.

In consideration of the sum of One Dollar (\$1.00) paid by the City and B&N to each other, the receipt of which is hereby acknowledged, and in consideration of the mutual agreements herein contained, the City and B&N agree as follows:

1. City's Easement Grant. The City hereby grants to B&N the following easements in, over, across and through certain real property owned by the City and commonly known as the "Northcrest Park access roadway" and described and platted in Exhibits "A" and "B" attached hereto and incorporated herein by reference (the "Driveway Easement Area"):

1.1 Access Easement. A nonexclusive easement for the purposes of pedestrian and vehicular ingress to and egress from the public right of way known as Reed Road, from and to the premises described in Exhibit "C" attached hereto and incorporated herein by reference (the "Dominant Tract"), and any other real estate which may hereafter be used in conjunction with the Dominant Tract (the "Access Easement").

1.2 Maintenance Easement. A nonexclusive easement for the purposes of installation, construction, reconstruction, maintenance and repair of a certain existing roadway located in the Driveway Easement Area and any improvements therein, for the benefit of both the City and B&N (the "Maintenance Easement").

The Access Easement and Maintenance Easement shall be for the use and benefit of B&N and its successors, assigns, agents, customers, invitees, licensees, employees, servants, contractors, mortgagees and tenants.

The rights granted herein are non-exclusive and shall not be construed to interfere with or restrict the City's use of the Driveway Easement Area or construction and maintenance of improvements in, over, across, under and through the Driveway Easement Area so long as the same does not unreasonably interfere with the limited uses granted herein, and the City specifically reserves the right to keep and maintain its present sign which designates the location of Northcrest Park or any other similar sign as it may deem proper.

The City and B&N understand that they will concurrently use the Driveway Easement Area for access, and that the City shall have the right to exercise all rights of ownership which are not inconsistent with the easement rights being granted herein.

2. Improvement and Maintenance. B&N shall improve, within one year after the date of this Agreement, the existing park access road within the Driveway Easement Area as follows (the "Improvements"):

2.1 B&N shall widen the park access road to twenty-four (24) feet wide in an area extending from the east line of B&N's proposed future west access drive intersecting said road to the west line of B&N's proposed future east access drive, in accordance with the plans and specifications dated March 8, 1988, as previously delivered to and approved by the City (the "Plans").

CONVEYANCE TAX

EXEMPT

NOT NECESSARY

AUG 31 1988

PALMER C. MCNEAL
AUDITOR
FRANKLIN COUNTY, OHIOPALMER C. MCNEAL
FRANKLIN COUNTY AUDITOR

Return to: Peter Wright Morris & Arthur (J. Brown)

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2.2 In order to provide a right turn lane from the park access road to Reed Road, B&N shall widen the park access road to thirty (30) feet wide from the west line of B&N's proposed future east access drive to the present west pavement line of Reed Road, in accordance with the Plans.

2.3 B&N shall provide a new 3 inch asphalt surface on top of all the existing park access road pavement and newly widened areas designated in Paragraphs 2.1 and 2.2 above, in accordance with the Plans.

After completion of said Improvements, B&N, at its sole expense, shall maintain and repair during the term hereof said Improvements. Further, B&N shall maintain, at its sole expense, the grounds located within the Driveway Easement Area, said maintenance to include, but not necessarily be limited to, mowing grass, trash clean-up, and maintenance of all trees and other plantings.

3. Real Estate Taxes. B&N shall be responsible and liable for and shall pay any real property taxes imposed upon the City with respect to the Driveway Easement Area or the Improvements thereto arising by virtue of the City's granting the Access Easement to B&N.

4. Indemnity. B&N hereby agrees that it shall forever indemnify and hold harmless the City and all of its agents, employees and/or representatives from and against all claims, damages, losses, suits and actions, including attorney's fees, arising or resulting from B&N's, its agents', employees', representatives' or contractors' maintenance, repair, reconstruction, construction or installation of said access road improvements and the use thereof by the public or B&N's invited guests.

5. Parking Easement. B&N hereby grants to the City a nonexclusive easement over and across certain real property designated and described in Exhibit D attached hereto and incorporated herein by reference (the "Parking Easement Area"), for the purpose of providing overflow public vehicular parking for persons using Northcrest Park for City park purposes only, which Park is described in Exhibit E attached hereto and incorporated herein by reference, subject to the reasonable rules and regulations adopted by B&N from time to time for the use of the Parking Easement Area. Such rules and regulations may include, by way of illustration but not limitation, restrictions against usage of the Parking Easement Area during normal business hours of B&N or usage which would unreasonably interfere with the operations of B&N and the right, at any time and from time to time, to remove, exclude and restrain any person from the use, occupancy or enjoyment of the Parking Easement Area or any easement hereby granted by B&N for failing to observe any rule or regulation established by B&N as provided herein or for, in B&N's judgment, posing a threat to any person or property. Such rules and regulations shall become effective upon B&N's written notice thereof to the City. B&N shall have the right to require the City to subordinate its interest in the Parking Easement Area to any lien granted to any institutional lender or mortgagee if required by any such lender or mortgagee of B&N. The City shall execute such written evidence of such subordination as B&N may reasonably require.

6. No Dedication. B&N shall have the right to erect temporarily barriers to avoid the possibility of dedicating all or any part of the Parking Easement Area for public use or creating prescriptive rights therein.

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7. Duration. Subject to the provisions of Section 9 hereof, this Agreement and each easement created hereunder shall continue in perpetuity, except that (a) if the City determines, in its reasonable judgment, that the Driveway Easement Area shall be needed for any public purpose which is materially inconsistent with or adverse to the rights herein granted, or (b) if B&N determines, in its reasonable judgment, that the Parking Easement Area shall be needed for any purpose which is materially inconsistent with or adverse to the rights herein granted, then the City and B&N shall each have the absolute, independent right and option to terminate any easement and other rights granted hereunder at any time by giving the other party hereto not less than one hundred eighty (180) days prior written notice. Upon expiration of the notice period, all easements and rights granted by the parties hereto shall cease and terminate, and neither the City nor B&N shall have any further right, liability or obligation hereunder. At either party's request, the other party hereto shall execute and deliver to the requesting party a recordable instrument verifying termination of all easements and rights granted by this Agreement.

8. Binding Effect. Each of the easements and rights created by this Agreement are appurtenant to the tract to which they benefit and relate and may not be transferred, assigned or encumbered except as an appurtenance thereto. For the purpose of each of such easements and rights, the tract benefited thereby shall constitute the dominant estate and the tract burdened thereby shall constitute the servient estate. Each covenant contained in this Agreement: (a) constitutes a covenant running with the land; (b) binds every owner now having or hereafter acquiring an interest in the servient estate; and (c) shall inure to the benefit of each party hereto and their respective permitted successors, assigns and mortgagees.

9. Default; Remedies. Any violation by a party hereto of any of the provisions of this Agreement shall constitute a default hereunder by such party. Upon the other party's delivery of written notice to the defaulting party and the defaulting party's failure to cure such default within thirty (30) days after delivery of such notice, the party not in default shall have the right to terminate this Agreement.

10. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Ohio.

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

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

13. Notice. All notices, demands and other communication given pursuant to this Agreement shall be in writing and shall be delivered in person or by certified mail, postage prepaid to the parties at the notice addresses set forth above or such other address as any party may select by proper notice hereunder.

12191D04

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

Signed and acknowledged
in the presence of:

CITY OF COLUMBUS

John H. Lindner
Richard A. Niple

By: *[Signature]*
James W. Barney, Director
Department of Recreation
and Parks

Burgess & Niple
Peggy Swanson

BURGESS & NIPLE, LIMITED

By: *[Signature]*
By: *[Signature]*

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 26th day of August, 1988, before me, a Notary Public in and for said county, came the above named City of Columbus, by James W. Barney, its Director of Recreation and Parks Department, being duly authorized by Ordinance No. 1613-88, passed by the City Council of Columbus, and acknowledged the signing of this instrument to be his voluntary act and deed for and as the act and deed of the City of Columbus, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Richard A. Niple
Notary Public
RICHARD A. NIPLE
NOTARY PUBLIC, STATE OF OHIO
C.R.C. 14123

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 26th day of August, 1988, before me a notary public in and for said county, came the above named Burgess & Niple, Limited, by James W. Barney and James W. Barney, being duly authorized, and acknowledged the signing of this instrument to be their voluntary act and deed for and as the act and deed of Burgess & Niple, Limited, for the uses and purposes therein mentioned.

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Peggy Garrison
Notary Public

PEGGY GARRISON
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 24, 1989

This Instrument Prepared By:

John E. Brady, Esq.
Porter, Wright, Morris & Arthur
41 South High Street
Columbus, Ohio 43215

BRA/146

EXHIBIT A

Driveway Easement Area Legal Description

Said real estate is situated in the State of Ohio, County of Franklin, City of Columbus, and being a part of the 9.804 acre tract conveyed to the City of Columbus as recorded in Deed Volume 3276, page 597, Franklin County Recorder's Office and being a parcel 60 feet wide by 616.62 feet in depth as bounded and described as follows:

Beginning at an iron pin found at the northeasterly corner of a 3.00 acre tract conveyed to Burgess & Niple, Limited as recorded in Official Record Volume 08754101, the easterly line of said 9.804 acre tract as conveyed to the City of Columbus and the westerly line of an 0.307 acre tract conveyed to the City of Columbus as recorded in Deed Volume 3276, page 595. Said point of beginning also being located by the following courses from the intersection of Bethel and Reed Roads: (1) S02°52'W, a distance of 716.6 feet; (2) N86°30'W, a distance of 40.00 feet.

Thence along the northerly property line of the said 3.00 acre tract a southerly line of the 9.804 acre tract, N86°30'W, a distance of 616.62 feet to an iron pin found at the northwesterly corner of said 3.00 acre tract and a corner in the 9.804 acre tract.

Thence northerly through said 9.804 acre tract, N02°52'E, a distance of 60.00 feet to the northerly property line of said 9.804 acre tract;

Thence along the northerly line of said 9.804 acre tract and the southerly property line of a 3.67 acre tract conveyed to D. B. Beathan, as recorded in Deed Volume 1629, page 404, and a 3.724 acre tract as conveyed to Plaza 112 Associates as recorded in Official Record Volume 03173406, S86°30'E, a distance of 616.62 feet to the northeasterly corner of said 9.804 acre tract, the southeasterly corner of said 3.724 acre tract and the westerly line of said 0.307 acre tract;

Thence along the easterly line of said 9.804 acre tract and the westerly line of said 0.307 acre tract, S02°52'W, a distance of 60.00 feet to the point of beginning containing 0.849 acres, more or less and subject to all legal highways, easements, restrictions, and conditions of record.

INGRESS/EGRESS ROAD EASEMENT TO BURGESS & NIPLE, LIMITED.
FROM THE CITY OF COLUMBUS

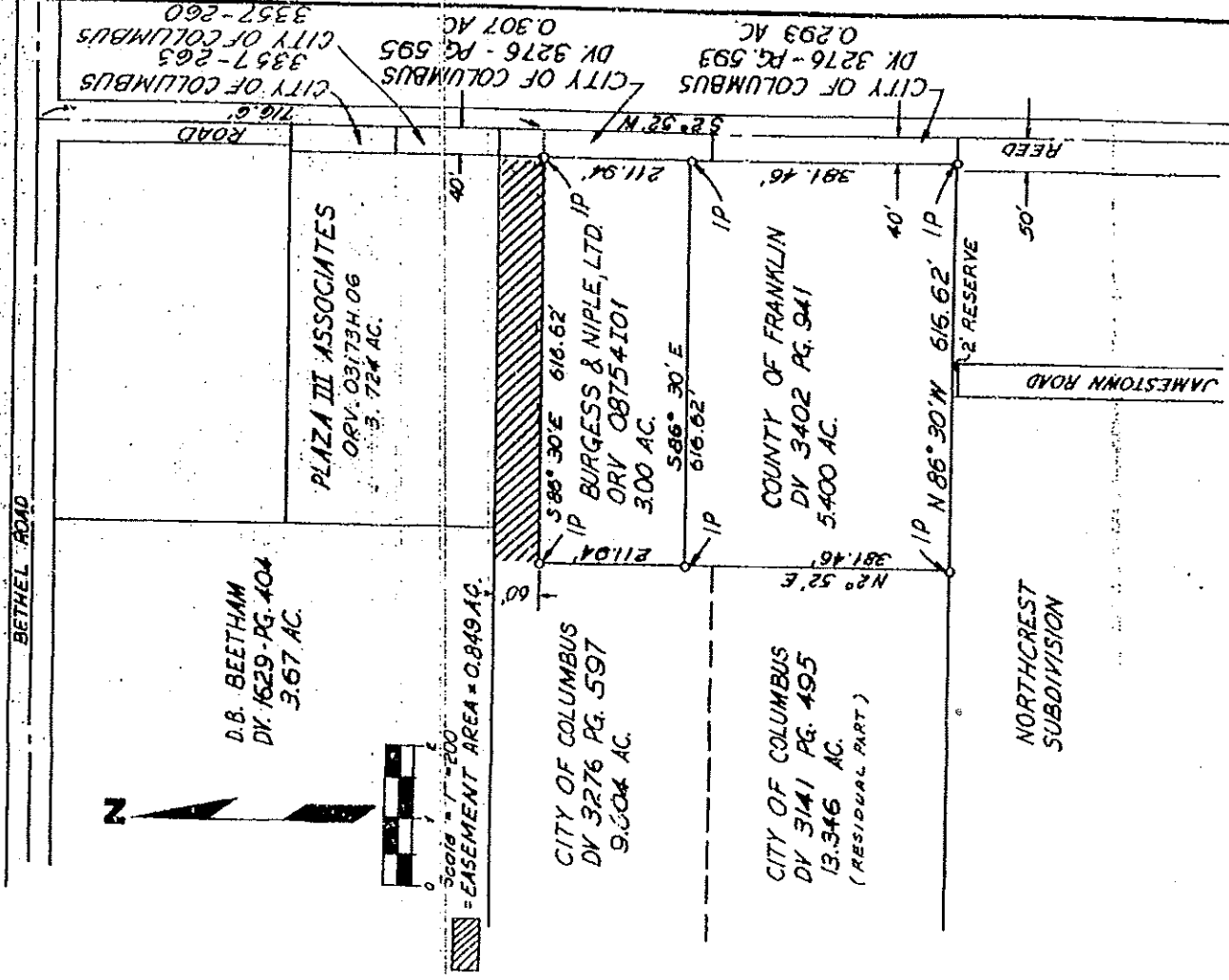
POOR ORIGINAL

12191007

PLAT PREPARED BY
BURGESS & NIPLE, LIMITED
ENGINEERS AND ARCHITECTS
COLUMBUS, OHIO

EXHIBIT B

SUPPLEMENT TO EXHIBIT A



SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, AND BEING 60 FEET WIDE BY 616.62 FEET IN DEPTH, LYING IN THE EASTERLY PORTION OF THE 9.804 ACRE TRACT CONVEYED TO THE CITY OF COLUMBUS AS THE SAME IS RECORDED IN DEED VOLUME 3276, PAGE 597, FRANKLIN COUNTY RECORDER'S OFFICE.

EXHIBIT C

Description of the Dominant-Tract

Parcel 1

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of Lot 3, Section 1, Township 1, Range 19, United States Military Lands and being part of the east part of a 14.0 acres tract of land conveyed to Twenty Fifteen West Fifth, Inc. as the same is recorded in Deed Book 3085, Page 246, Franklin County Recorder's Office and more particularly bounded and described as follows:

Commencing at a point on the centerline of Reed Road at the northeast corner of said 14.0 acres tract, said point being referenced South 2 deg. 52' West 636.6 feet from the point of intersection of the centerlines of Reed and Bethel Roads; thence with the north line of said 14.0 acres tract North 86 deg. 30' West 40.00 feet to a point on the west right-of-way line of Reed Road; thence along the west right-of-way line of Reed Road South 2 deg. 52' West 60.00 feet to an iron pin, the true point of beginning of the parcel herein described; said iron pin being a southeast corner of a 9.804 acres tract of land conveyed to the City of Columbus as the same is recorded in Deed Book 3276, Page 597, Franklin County Recorder's Office; thence continuing along the west right-of-way line of Reed Road South 2 deg. 52' West 211.94 feet to an iron pin; thence North 86 deg. 30' West, parallel with and 271.94 feet south of the north line of said 14.0 acres tract, a distance of 616.62 feet to an iron pin on an east line of said 9.804 acres tract; thence North 2 deg. 52' East, along an east line of said 9.804 acres tract, a distance of 211.94 feet to an iron pin; thence South 86 deg. 30' East, parallel with and 60.00 feet south of the north line of said 14.0 acres tract and along a south line of said 9.804 acres tract, a distance of 616.62 feet to the true point of beginning, containing 3.000 acres more or less.

This description prepared January 25, 1974 by C. A. Sprague,
Registered Surveyor No. 3911.

Parcel 2

Situated in the County of Franklin, in the State of Ohio, and in the City of Columbus, and bounded and described as follows:

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of Lot 3, Section 1, Township 1, Range 19, United States Military Lands and being 4.511 acres out of the 4.804 acres tract of land conveyed to Twenty Fifteen West Fifth, Inc., as the same is recorded in Deed Book 3276, page 592, and 0.889 acre out of the east part of the 14.0 acres tract of land conveyed to Twenty Fifteen West Fifth, Inc. as the same is recorded in Deed Book 3085, page 246, both in the Franklin County Recorder's Office, and more particularly bounded and described as follows:

Commencing at the point of intersection of the centerlines of Reed and Bethel Roads; thence with the centerline of Reed Road South 2° 52' West, 928.54 feet to a point, passing the northeast corner of said 14.0 acres tract at 656.6 feet; thence North 86° 30' West, parallel with and 271.94 feet south of the north line of said 14.0 acres tract, a distance of 40.00 feet to an iron pin on the west right-of-way line of Reed Road, said iron pin being the true point of beginning of the parcel herein described; thence along said west right-of-way line of Reed Road South 2° 52' West 381.46 feet to an iron pin on the south line of said 4.804 acres tract, passing the north line of said 4.804 acres tract at 62.80 feet; thence with the south line of said 4.804 acres tract North 86° 30' West 616.62 feet to an iron pin on the southwest corner of said 4.804 acres tract; thence North 2° 52' East, along the west line of said 4.804 acres tract and said west line extended northerly, a distance of 381.46 feet to an iron pin, passing the northwest corner of said 4.804 acres tract at 318.66 feet; thence South 86° 30' East, parallel with and 271.94 feet south of the north line of said 14.0 acres tract, a distance of 616.62 feet to the true point of beginning, containing 5.400 acres, more or less.

POOR ORIGINAL

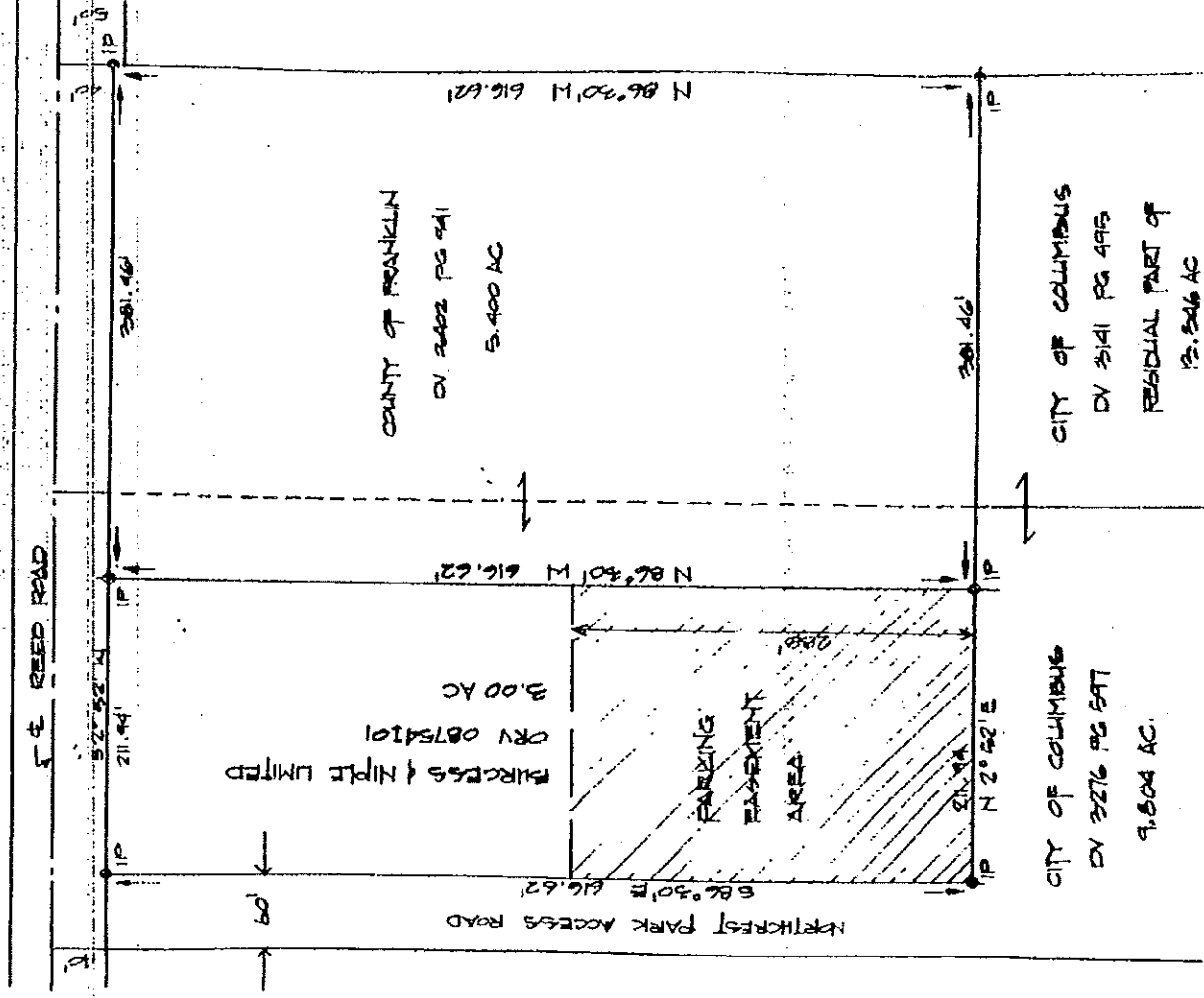
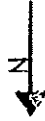
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EXHIBIT D

Parking Easement Area Legal Description.

Situated in the State of Ohio, County of Franklin, City of Columbus, and being the westerly 288 feet of the 3.00-acre tract conveyed to Burgess & Niple, Limited, as recorded in Official Record Volume 08754101, Franklin County Recorder's Office.

PARKING EASEMENT AREA PLAT
SCALE 1" = 100'



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EXHIBIT E

PARCEL I:

Situated in the County of Franklin, in the State of Ohio, and in the City of Columbus, and bounded and described as follows:

Being part of Lot 3, Section 1, Township 1, Range 19, U. S. Military Lands and being part of a 14.0 acre tract of land conveyed to Twenty Fifteen West Fifth, Inc. as the same is recorded in Deed Book 3085, Page 246, Franklin County Recorder's Office, and more particularly bounded and described as follows:

Commencing at a point on the centerline of Reed Road, said point being South 2° 32' West 656.6 feet from the point of intersection of the centerline of Reed Road with the centerline of Bethel Road; thence with the north line of said 14.0 acre tract North 86° 30' West 40.00 feet to the true point of beginning of the parcel herein conveyed; thence, parallel to and 40.00 feet west of the centerline of Reed Road, South 2° 32' West 60.00 feet to a point; thence, parallel to and 60.00 feet south of the north line of said 14.0 acre tract, North 86° 30' West 616.62 feet to a point; thence, parallel to and 656.62 feet west of the centerline of Reed Road, South 2° 32' West 274.74 feet to the south line of said 14.0 acre tract, thence with the south line of said 14.0 acre tract North 86° 30' West 1166.58 feet to the southwest corner of said 14.0 acre tract; thence with the west line of said 14.0 acre tract North 3° 20' East 334.74 feet to the northwest corner of said 14.0 acre tract; thence with the north line of said 14.0 acre tract South 86° 30' East 1780.48 feet to the true point of beginning, containing 9.804 acres, more or less. Subject, however, to all easements, exceptions, restrictions, and conditions of record.

This description prepared by C. A. Sprague, Registered Surveyor No. 3911.

PARCEL II:

POOR ORIGINAL

Situated in the County of Franklin, State of Ohio, City of Columbus, being located in Section 1, Township 1, Range 19, United States Military Lands, and being 13.346 acres of the Nellie B. Fellows 27.42 acre tract as shown of records in Deed Book 1237, Page 365, all references being to records in the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the centerline of Reed Road, at the northerly corner of "NORTHCREST" as the plat of same is shown of record in Plat Book 38, Pages 100 and 101, thence along the northerly line of the said "NORTHCREST" north 86° 30' West, 1825.89 feet to the northwesterly corner of Lot No. 49 of the said "NORTHCREST" being also in the easterly line of the Board of Education of City of Columbus School District 7 acre tract as shown of record in Deed Book 2705, Page 493; thence along the easterly line of the said 7 acre tract and the Arthur H. Dierker tract as shown of record in Deed Book 1088, Page 115, and Deed Book 1095, Page 373, north 30° 20' East, 518.66 feet to the northwesterly corner of the Clarence E. Elwell, B. and 14 acre tract shown of record in Deed Book 2938, Page 557; thence along the southerly line of the said 14 acre tract, South 86° 30' East, 1823.41 feet to a point in the centerline of the said Reed Road, at the southwesterly corner of the said 14 acre tract; thence along the centerline of the said Reed Road, South 2° 52' West, 318.66 feet to the place of beginning, containing 13.346 acres, more or less.

Except 4.804 acres conveyed to Twenty Fifteen West Fifth, Inc., by deed as recorded in Deed Volume 3276, Page 592, Franklin County Recorder's Office.
BRA/146-6