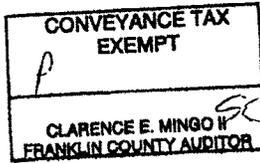


TRANSFER
NOT NECESSARY

SEP 30 2016

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



DEED OF EASEMENT
(DEVELOPER)

Central College Hospitality, Ltd., an Ohio limited liability company, which by name change is now known as **LC Exchange II, Ltd.**, an Ohio limited liability company ("Grantor"), for One U.S. Dollar (\$1.00) and other good and valuable consideration, which Grantor acknowledges receipt and sufficiency, given by the **City of Columbus, Ohio**, an Ohio municipal corporation ("Grantee"), does forever grant to Grantee and its successors and assigns an exclusive perpetual easement in, on, over, under, across, within, through, and burdening the following described tract of real property ("**Easement Area**"), including reasonable ingress and egress access, for the purposes of accessing, excavating, constructing, installing, reconstructing, replacing, removing, repairing, maintaining, controlling, and operating sanitary and storm sewer utility lines and associated appurtenances (collectively, "**Improvement**"), but subject to all provisions described in this Deed of Easement:

Easement Area: 1.497 Acre +/-

Situated in the State of Ohio, County of Franklin, City of Columbus, in Lot 14, Section 7, Quarter Township 2, Township 2, Range 16, United States Military Lands, being on, over and across that tract of land conveyed to LC Exchange II, Ltd. by deeds of record in Instrument Numbers 201208280126113 and 201507130094429, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at FCGS Monument 5211 found in the centerline of Central College Road at the southeasterly corner of said Section 7;

Thence *North 03°38'26" East*, with the easterly line of said Section 7, a distance of *139.66 feet* to a point;

Thence crossing said grantor's tract the following courses and distances:

- *North 86°21'34" West*, a distance of *24.27 feet* to the **TRUE POINT OF BEGINNING** for this description;
- *North 85° 59' 39" West*, a distance of *868.13 feet* to a point;
- *South 63° 49' 00" West*, a distance of *46.05 feet* to a point;
- *North 85° 59' 39" West*, a distance of *132.61 feet* to a point;
- *South 04° 53' 08" West*, a distance of *41.42 feet* to a point;
- *North 85° 49' 10" West*, a distance of *25.17 feet* to a point;
- *North 06° 09' 18" East*, a distance of *66.39 feet* to a point;
- *South 85° 59' 39" East*, a distance of *149.18 feet* to a point;
- *North 63° 49' 00" East*, a distance of *46.05 feet* to a point;
- *South 85° 59' 39" East*, a distance of *462.61 feet* to a point;
- *North 04° 00' 21" East*, a distance of *204.59 feet* to a point;
- *North 10° 31' 15" West*, a distance of *88.27 feet* to a point;
- *North 35° 02' 56" West*, a distance of *119.22 feet* to a point;
- *South 54° 57' 04" West*, a distance of *353.98 feet* to a point;
- *North 35° 02' 56" West*, a distance of *25.00 feet* to a point;
- *North 54° 57' 04" East*, a distance of *378.98 feet* to a point;
- *South 35° 02' 56" East*, a distance of *149.65 feet* to a point;
- *South 10° 31' 15" East*, a distance of *96.89 feet* to a point;
- *South 04° 00' 21" West*, a distance of *207.77 feet* to a point;
- *South 85° 59' 39" East*, a distance of *240.50 feet* to a point;
- *North 04° 00' 21" East*, a distance of *383.05 feet* to a point;
- *North 85° 58' 17" West*, a distance of *187.01 feet* to a point;
- *North 04° 01' 43" East*, a distance of *25.00 feet* to a point;
- *South 85° 58' 17" East*, a distance of *314.15 feet* to a point;

- South 04° 01' 43" West, a distance of 25.00 feet to a point;
- North 85° 58' 17" West, a distance of 102.15 feet to a point;
- South 04° 00' 21" West, a distance of 383.04 feet to a point;
- South 85° 59' 39" East, a distance of 121.76 feet to a point; and
- South 04° 00' 21" West, a distance of 25.00 feet, to the TRUE POINT OF BEGINNING, containing 1.497 acres of land, more or less.

This legal description of the Easement Area is also depicted on the five (5) page attachment, Exhibit-A, which is fully incorporated for reference as if rewritten.

Franklin County Tax Parcel(s): 010-234598 & 010-294085
Prior Record Reference(s): Ins. 201208280126113; Ins. 201507130094429;
Recorder's Office, Franklin County, OH
Street Address(es): N/A [0000 Central College Rd. & New Albany Rd W,
New Albany, OH 43054]

TERMS & CONDITIONS

1. This Deed of Easement forever runs with the land of the servient estate in its chain-of-title. Furthermore, all provisions described in this Deed of Easement inure to the benefit and are binding upon the Grantor and Grantee and their respective successors and assigns.
2. Grantor forever releases and discharges Grantee from any future Ohio Constitution, Article I, Section 19 just compensation claims arising from granting this Deed of Easement. This section survives this Deed of Easement's termination or release and reversion of any portions of the Easement Area.
3. Grantor, at its sole cost and expense, is required to (i) initially to install and construct the Improvement within the Easement Area according to City of Columbus, Ohio, construction specifications and all other applicable federal, state, and local specifications, laws, rules, and regulations, and (ii) restore the Easement Area to former conditions as nearly as is reasonably possible but subject to the completed Improvement after Grantor's initial installation and construction of the Improvement.
4. Grantee, after its approval and acceptance of the Improvement and upon its subsequent entry to access, excavate, construct, install, reconstruct, replace remove, repair, maintain, control, and operate the Improvement, will restore the Easement Area by returning the Easement Area to its former grade and restoring the surface to its former conditions as nearly as is reasonably possible but subject to all provisions and the Improvement anticipated by the easement rights granted in this Deed of Easement. Grantee's restoration of the Easement Area will not include any repair, replacement, or compensation of any improvement(s) including but not limited to other facility(ies), fence(s), wall(s), tree(s), bushes, vegetation, flower(s), or landscaping.
5. The perpetual easement rights granted in this Deed of Easement to Grantee are "exclusive" as to all, except Grantor and any previously granted rights of record. Grantor retains the rights to use the Easement Area for all purposes that do not in any manner impair Grantee's use or interfere with the construction, operation, maintenance, repair, removal, replacement, or reconstruction of the Improvement or its access. Grantor is prohibited from causing or allowing any permanent or temporary building(s), structure(s), facility(ies), or other improvement(s) to be constructed in, on, over, under, or upon the Easement Area, except utility service lines and asphalt or concrete parking, driveways, curbs, and sidewalks. If Grantor makes any permanent or temporary improvement(s) in, on, over, under, or upon the Easement Area, except as described in this section, then (i) Grantor agrees to assume full responsibility for any damage or destruction of the unauthorized improvement(s) by Grantee, and (ii) Grantee, its employees, agents, representatives and contractors, shall not be liable for any damage or destruction of the unauthorized improvement(s) during Grantee's good faith exercise of the rights granted and described in this Deed of Easement.
6. A party's failure or refusal to exercise any rights in this Deed of Easement is not a waiver of any kind and no waiver is valid unless executed in writing by the waiving party and properly recorded in the servient estate's chain-of-title.
7. Grantor covenants with Grantee that Grantor (i) is the true and lawful owner of the servient estate, (ii) is lawfully seized of the servient estate in fee simple, (iii) possesses good right and full power to grant this Deed of Easement, and (iv) will not convey or transfer fee simple ownership of the servient estate prior to the recording of this Deed of Easement in the servient estate's chain-of-title.

GRANTOR'S EXECUTION

In witness whereof, Grantor, LC Exchange II, Ltd., an Ohio limited liability company, by its duly authorized representative, L. Brent Miller, President, who personally represents and warrants possessing legal capacity and authority to acknowledge this Deed of Easement on behalf of Grantor, does cause this Deed of Easement to be executed and subscribed on behalf of Grantor on the effective date below.

LC Exchange II, Ltd.,
an Ohio limited liability company



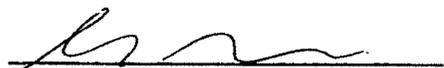
By: _____
Print Name: L. Brent Miller
Print Title: President
Effective Date: _____

State of Ohio)
County of Franklin) SS:

Be it remembered on April 29, 2016, I affixed my seal evidencing the foregoing instrument was acknowledged before me by L. Brent Miller, President, on behalf of Grantor, LC Exchange II, Ltd., an Ohio limited liability company.



Grace E. Smeenk, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.



Notary Public
Commission Expiration Date: does not expire

THIS INSTRUMENT PREPARED BY:
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION
BY: SAM ABDULLAH, ASSISTANT CITY ATTORNEY
DATE: MARCH 21, 2016
FOR: PUBLIC UTILITIES: GREG FEDNER, P.E.
RE: CC17275 - SLANE SUBAREA D

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

EXHIBIT-A (Pg. 1/5)

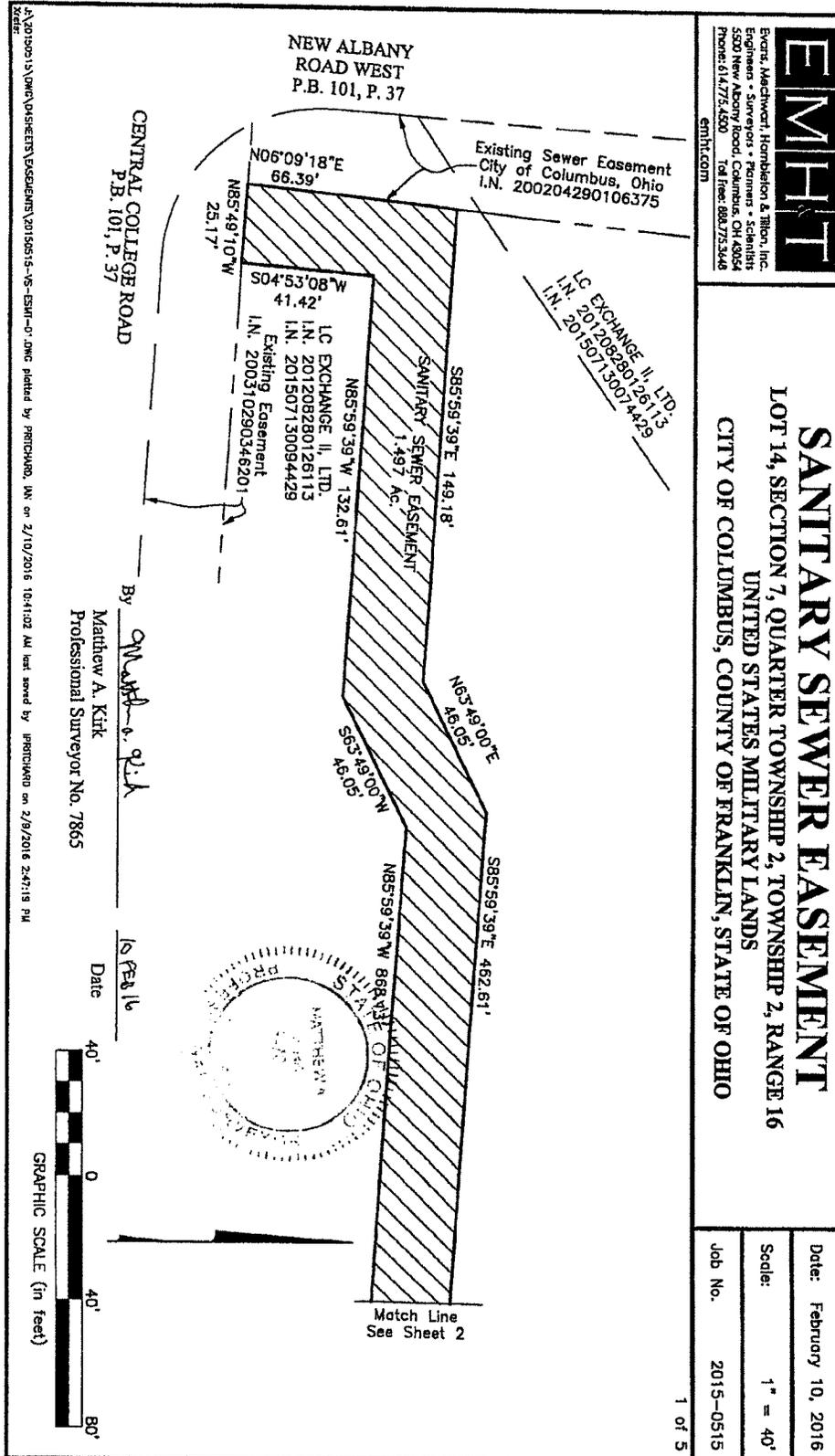
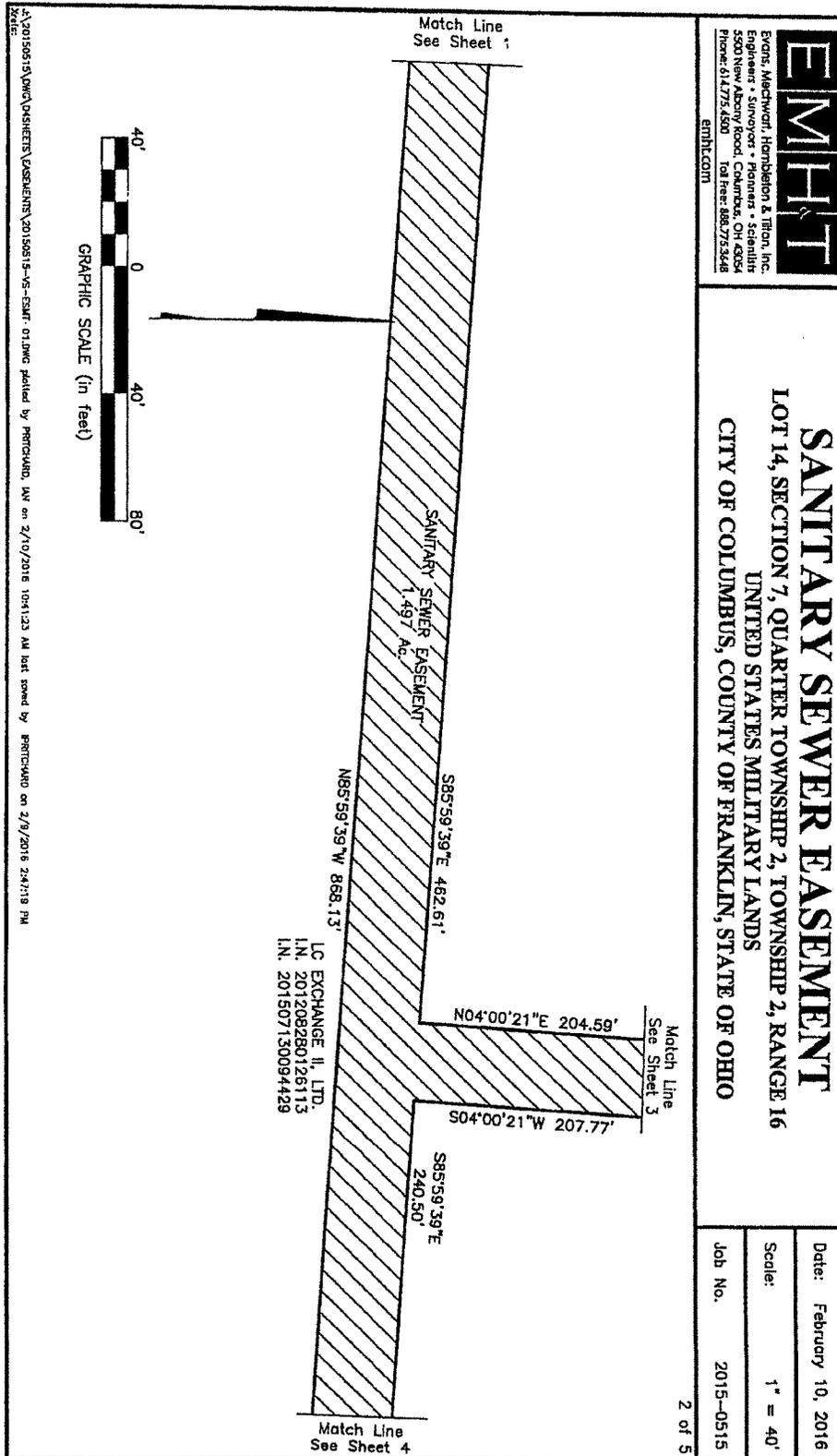


EXHIBIT-A (Pg. 2/5)



EMMHT
 Evans, Mielchior, Herdlick & Irlan, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43204
 Phone: 614/725-4500 Fax: 614/725-4500
 emmhit.com

SANITARY SEWER EASEMENT
 LOT 14, SECTION 7, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 16
 UNITED STATES MILITARY LANDS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: February 10, 2016
 Scale: 1" = 40'
 Job No. 2015-0515

2 of 5

A:\20150515\WORKSHEETS\EASEMENTS\20150515-VS-ESW-01.DWG created by PRTCHWAO, LW on 2/10/2016 10:41:23 AM last saved by PRTCHWAO on 2/10/2016 2:47:19 PM

EXHIBIT-A (Pg. 3/5)

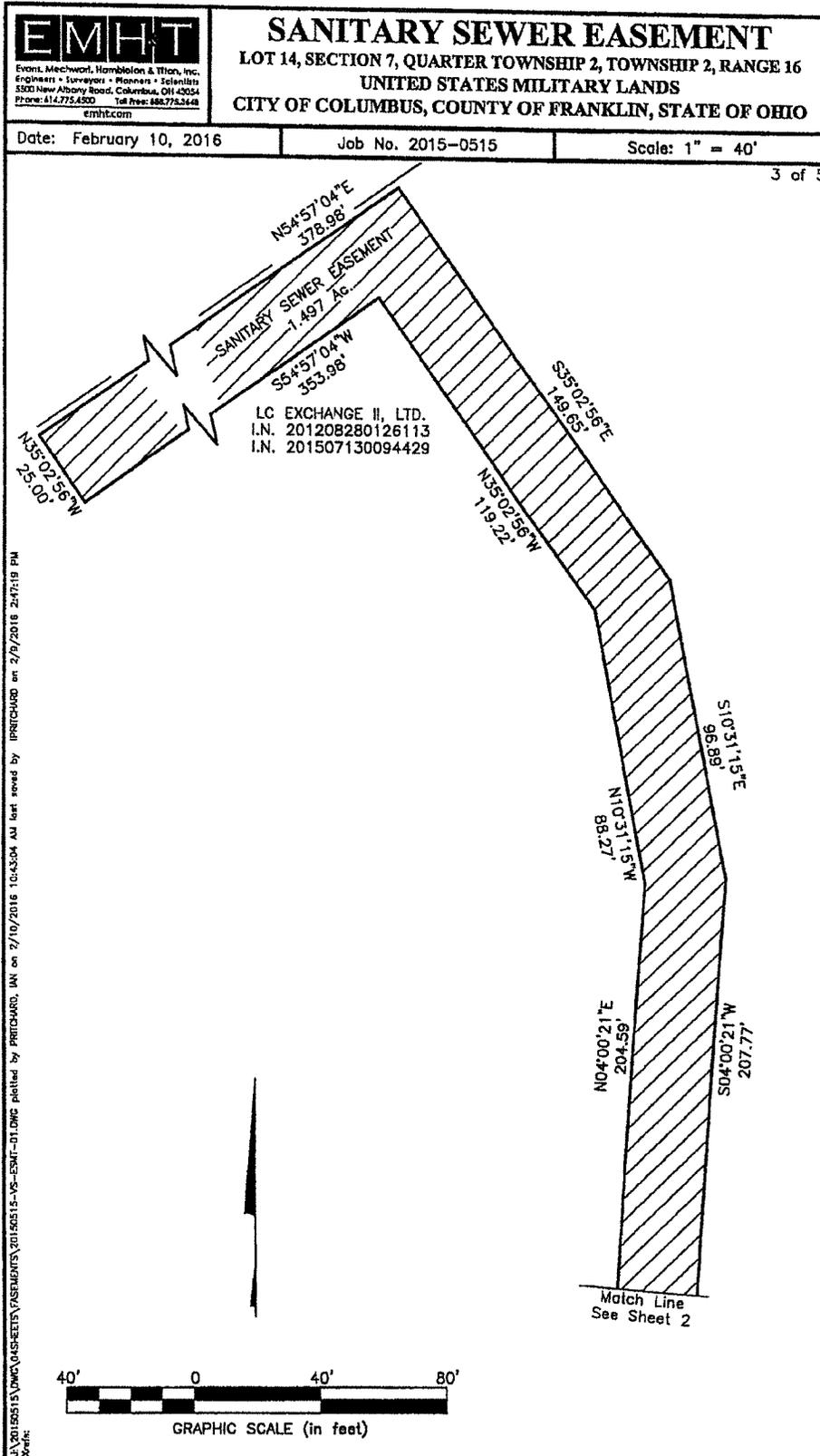
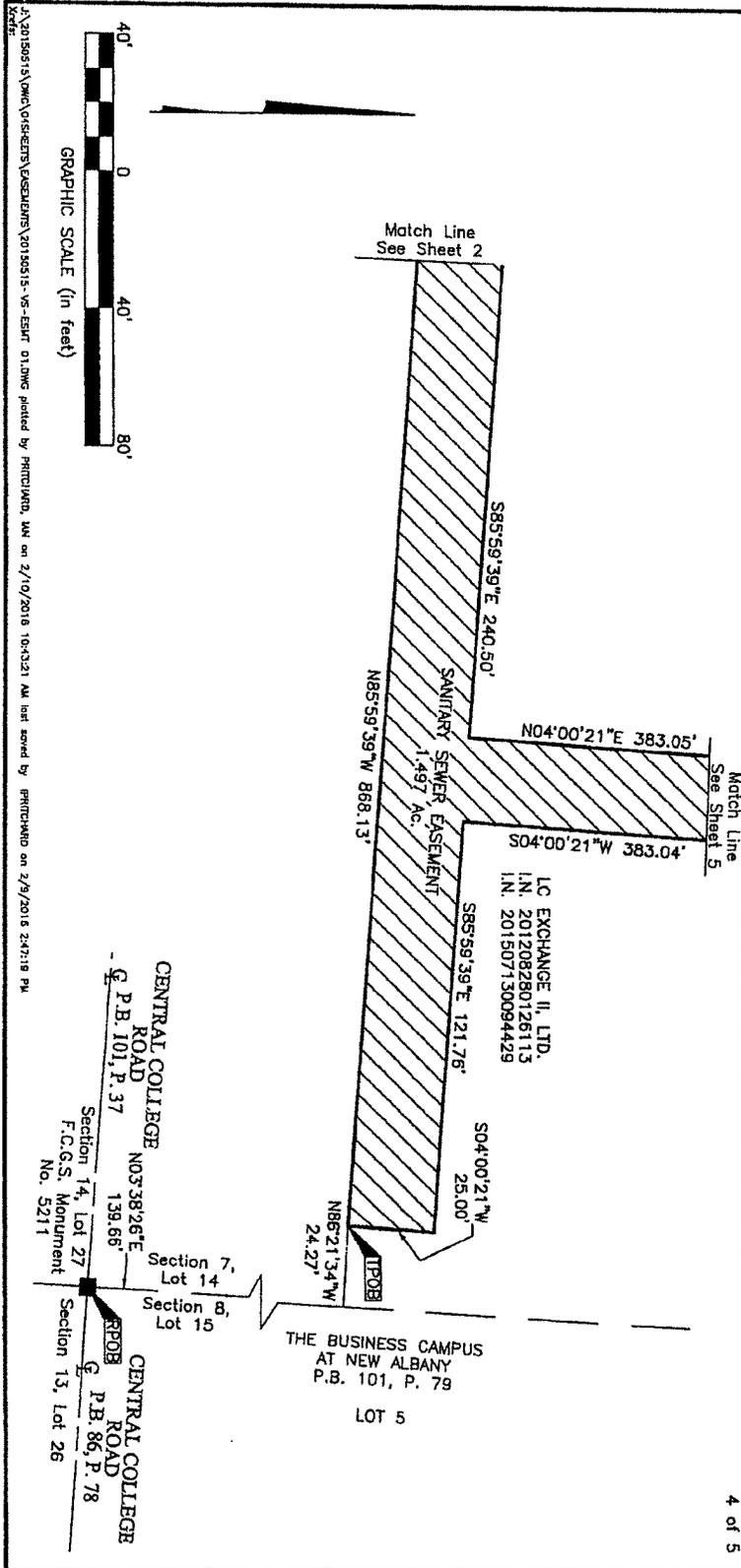


EXHIBIT-A (Pg. 4/5)

EMHIT
 ENGINEERS, ARCHITECTS, SURVEYORS & PLANNERS, INC.
 5500 New Albany Road, Columbus, OH 43224
 Phone: 614.721.4500 Fax: 614.721.4500
 emhit.com

SANITARY SEWER EASEMENT
 LOT 14, SECTION 7, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 16
 UNITED STATES MILITARY LANDS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: February 10, 2016
 Scale: 1" = 40'
 Job No. 2015-0515



4 of 5

EXHIBIT-A (Pg. 5/5)



Ernst, Mechtrow, Hambleton & Blinn, Inc.
Engineers • Surveyors • Planners • Scientists
3300 New Albany Road, Columbus, OH 43094
Phone: 614.773.4500 Toll Free: 888.773.3448
emht.com

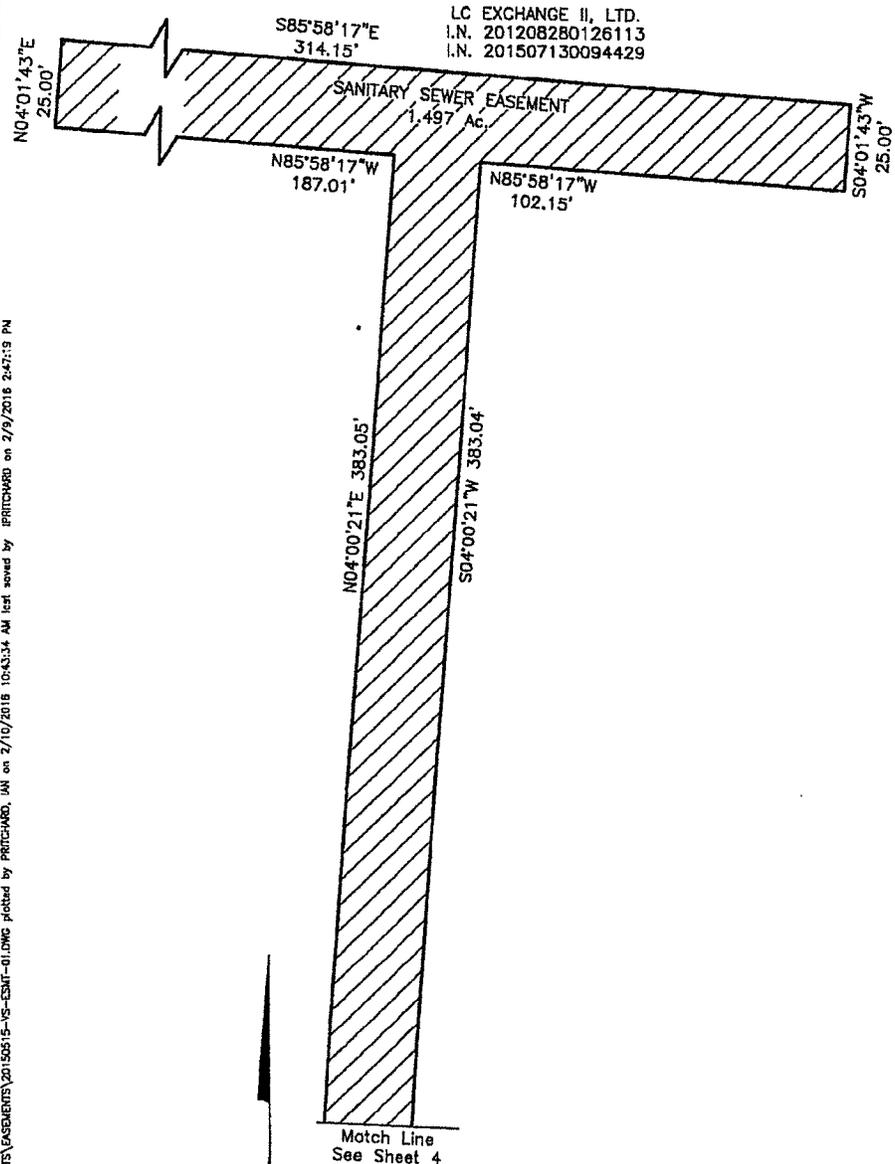
SANITARY SEWER EASEMENT
LOT 14, SECTION 7, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY LANDS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: February 10, 2016

Job No. 2015-0515

Scale: 1" = 40'

5 of 5



S:\20150515\UNW\ASSETS\CASEMENTS\20150515-15-ESMT-01.DWG plotted by PITCHARD, JH on 2/10/2016 10:43:34 AM last saved by PITCHARD, JH on 2/10/2016 2:47:19 PM

