OUIT-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.

PAGE 1 OF 8

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. A-Z ?—Professional Surveyor No. S-7514

<u>Franklin County Tax Parcel(s)</u>: <u>Prior Instrument Reference(s)</u>:

Filor instrument Reference(s

Address(es):

MARK
S.
WARD
7514

PIEGISTERED

OLIVEYOR

(010-012597-00) SURVEYO (Instrument No. 2014121101645

Recorder's Office, Franklin County, Ohio,

(163-165 S Princeton Ave, Columbus, OH 43222)

TERMS & CONDITIONS

- 1. <u>EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS.</u> 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. <u>INDEMNIFICATION</u>. 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. <u>ENCUMBRANCES, TAXES & ASSESSMENTS.</u> 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. <u>USE & RESTRICTIONS.</u>

- 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NONEXCLUSIVE</u>, <u>PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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	y of Columbus, Ohio, by its duly authorized
representative, Jennifer L. Gallagher, Director, Depa	artment of Public Service, pursuant to Ordinance
Number2020, which passed on	, 2020 , does voluntarily
acknowledge this Easement on behalf of Grantor on the	ne 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	
DE ITDEMEMBEDED ON	2020 I officed and and animate this in-terms of
was acknowledged before me by Jennifer L. Galla	, 2020, I affixed my seal evidencing this instrument
behalf of Grantor, City of Columbus, Ohio, an Ohio r	
or criminal, criy or commons, cmo, an eme.	manuful corporation.
	Notary Public
	Commission Expiration Date:
	Commission Dapitation Date.

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

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee its duly authorized representative,	, [Energy Smart, LLC] an [Ohio limited liability company] by
, who	represents and warrants possessing legal authority and capacity
to	
acknowledge this Easement on behalf of Grantee on the effective date below.	tee, does voluntarily acknowledge this Easement on behalf of
[Energy Smart, LLC an Ohio limited liabilit	y company]
By: Print Name:	
Print Title:	
Effective Date:	
State of)	
County of	S:
BEITREMEMBERED ONevidencing this instrument was acknowledged Grantee,	before me by, 2020, I affixed my seal, on behalf of
ş	
(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]



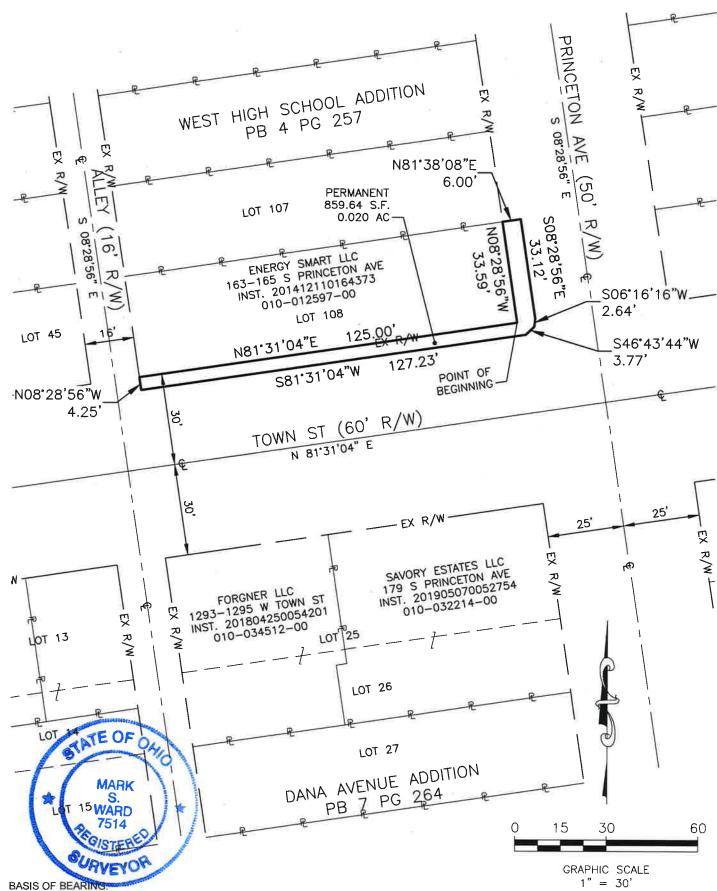
ENCROACHMENT EASEMENT #7

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



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 P.S., S-7514

A-29-Zolo
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).

(ii) 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 Forgner 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 Forgner 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 ATE OF OHIO

is fully incorporated into this Easement for reference.

Resource International, Inc.

Mark S. Ward, P.S.

Address(es):

Professional Surveyor No. S-

Franklin County Tax Parcel(s):

Prior Instrument Reference(s):

(010-034512-00)

(Instrument No. 201804)

Recorder's Office, Franklin County, Ohio,

(1293-1295 W Town Street, Columbus, OH 43222)

TERMS & CONDITIONS

- 1. <u>EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS</u>. 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.
- 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.
- 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.

USE & RESTRICTIONS.

- 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.
- 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.
- 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. <u>NONEXCLUSIVE</u>, <u>PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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 representative, Jennifer L. Gallagher, Director, Depar Number	, 2020, does voluntarily
City of Columbus, Ohio,	s checuve date below.
an Ohio Municipal Corporation	
By:	
Jennifer L. Gallagher, Director Department of Public Service	
Effective Date:	
State of	
County of) SS:	
BE IT REMEMBERED ON, was acknowledged before me by Jennifer L. Gallagl behalf of Grantor, City of Columbus, Ohio, an Ohio m	
	S
	Notary Public Commission Expiration Date:

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

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [For duly authorized representative,	gner, LLC] an [Ohio limited liability company] by its
, who repres	sents and warrants possessing legal authority and capacity
to	
acknowledge this Easement on behalf of Grantee, do Grantee on the effective date below.	oes voluntarily acknowledge this Easement on behalf of
[Forgner, LLC an Ohio limited liability company]	
By: Print Name:	2:
Print Title:	
Effective Date:	e e
State of)	
County of	
BEIT REMEMBERED ON_ evidencing this instrument was acknowledged before	e me by, 2020, I affixed my seal
Grantee,	, on behan or
(seal)	
(Scar)	
	Notary Public Commission Expiration Date:
THIS INSTRUMENT PREPARED By: (Date) COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY:	

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 PRINCETON WEST HIGH SCHOOL ADDITION 4 PG 257 AVE (5 PB LOT 107 ENERGY SMART LLC 163-165 S PRINCETON AVE 1NST. 201412110164373 010-012597-00 0 D \leq LOT 108 LOT 45 - EX R/W 엉 TOWN ST (60' R/W) N 81'31'04" E છ ERMANENT S08'30'59"E 228.38 S.F. 0.005 AC N81°31'04"E 4.25 25 EX R/W 25' N08'28'56"W 贝 S81°31'04" 4.25 SAVORY ESTATES LLC 179 S PRINCETON AVE INST. 201905070052754 낒 53.74 FORGNER LLC 1293-1295 W TOWN ST INST. 201804250054201 POINT OF 010-032214-00 BEGINNING. 贝 INST. 20180425005 25 LOT 13 08'28'56" LOT 26 o, D OF 5 LOT 27 DANA AVENUE ADDITION PGPB15 30 60 GRAPHIC SCALE 1'' = 30'

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.

BASIS OF

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 P.S., S-7514

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

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.

Address(es):

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

Franklin County Tax Parcel(s):

Prior Instrument Reference(s):

(010-032214-00)(Instrument No. 201905

Recorder's Office, Franklin County, Ohio,

(179 S Princeton Avenue, Columbus, OH 43222)

TERMS & CONDITIONS

- 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.
- 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.
- 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.

USE & RESTRICTIONS.

- 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.
- 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.
- 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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	
Number2020, which passed on	, 2020, does voluntarily
acknowledge this Easement on behalf of Grantor on the	e effective date below.
City of Columbus, Ohio,	
an Ohio Municipal Corporation	
Ву:	
Jennifer L. Gallagher, Director	
Department of Public Service	a a
Effective Date:	
State of	
County of) SS:	
	, 2020, I affixed my seal evidencing this instrument
was acknowledged before me by Jennifer L. Gallag	
behalf of Grantor, City of Columbus, Ohio, an Ohio n	nunicipal corporation.
	Notary Public
	Commission Expiration Date:

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GRANTEE'S EXECUTION

			llinois limited liability company]
by its dury authorized represent	who repres	ents and warrants noss	essing legal authority and capacity
to	, who represe	citis and warrants possi	cssing regar authority and capacity
	behalf of Grantee, do	es voluntarily acknowl	edge this Easement on behalf of
Grantee on the effective date h	pelow.		
[Savory Estates, LLC an Illino	ois limited liability of	ompanyl	
[ourory Bounds, BBO and Brind		ompany j	
By: Print Name:			
Print Title:			
Effective Date:			
# JZ.			
State of			
County of			
BEITREMEMBER	RED ON		2020, I affixed my seal
evidencing this instrument was	acknowledged before	e me by	on behalf of
Grantee,			
2.0.			
2			
(seal)			
		Notary Public	
			ion Date:
THIS INSTRUMENT PREPARED By: (Date)			
COLUMBUS CITY ATTORNEY, REAL EST	FATE DIVISION BY:		

DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY
FOR: DPS (DARREN LEE)
RE: (Item / Description) ENCROACHMENT EASEMENT

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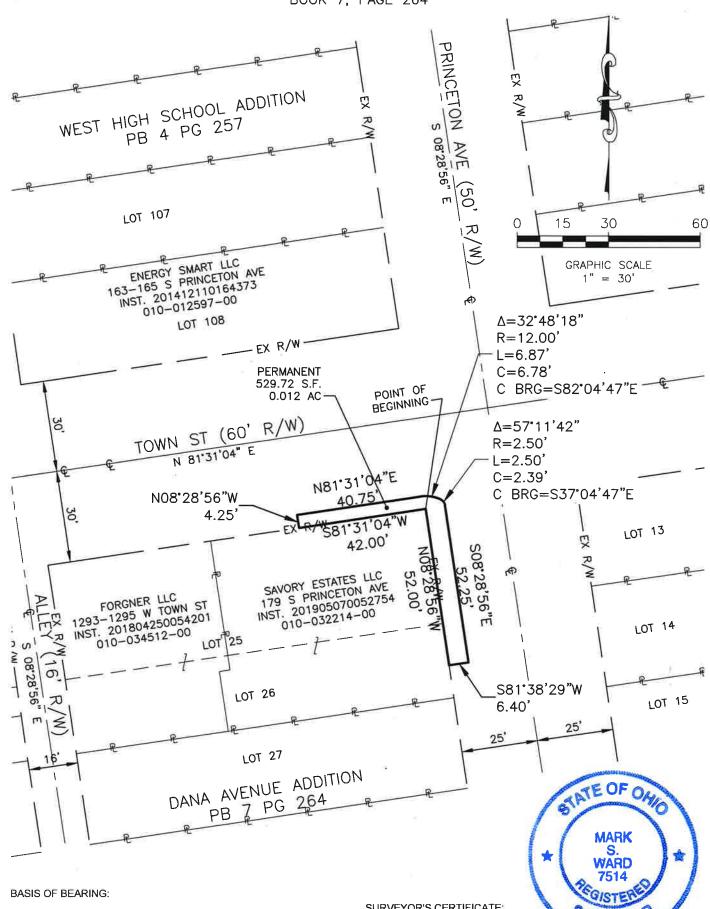
ENCROACHMENT EASEMENT #9

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 VIRGINIA MILITARY BOOK 7, PAGE 264



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 PREMI 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.

ankelle MARK S. WARD P.S., S-7514

1-27 2020 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.

Professional Surveyor No. S-7514

Franklin County Tax Parcel(s):

Prior Instrument Reference(s):

Address(es):

(010-042654-00)

(Instrument No. 2012022

Recorder's Office, Franklin County, Ohio,

(1270 W Town Street, Columbus, OH 43222)

TERMS & CONDITIONS

- 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.
- 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.
- 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.

USE & RESTRICTIONS.

- 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.
- INSPECTION & RIGHT-OF-ENTRY. Grantor and Grantor's engineering 4.3. 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NONEXCLUSIVE</u>, <u>PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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

	of Columbus, Ohio, by its duly authorized
representative, Jennifer L. Gallagher, Director, Depar	
Number	
acknowledge this Easement on behalf of Grantor on th	e effective date below.
City of Columbus, Ohio,	
an Ohio Municipal Corporation	
By:	
Jennifer L. Gallagher, Director	
Department of Public Service	
Effective Date:	
C C	
State of	
County of) SS:	
,, 55.	
BE IT REMEMBERED ON,	2020, I affixed my seal evidencing this instrument
was acknowledged before me by Jennifer L. Gallag	
behalf of Grantor, City of Columbus, Ohio, an Ohio m	unicipal corporation.
	ii
	Notary Public
	Commission Expiration Date:
	Commission Expiration Date.

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

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Essayas OL, LLC] a [Domestic limited liability company]
a series and a series and the series are the series and the series and the series are the series and the series and the series are the series
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
BE IT REMEMBERED ON
Statice,
(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]



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 WEST PARK ADDITION 낒 PRINCETON PB 4 PG 264 ESSAYAS OL LLC 164 W TOWN ST INST. 201202270026744 AVE (5 010-004822-00 N81'31'04"E LOT 801 3.00' ESSAYAS OL LLC 1270 W TOWN ST INST. 201202270026744 010-042654-00 (50] LOT 107 LOT 802 N08. 80 28. 30. 8.28'56 32.54 ENERGY SMART LLC N81°31'04"E 163-165 S PRINCETON AVE INST. 201412110164373 EX R/W 5 56 59.00' S08'28'56"E 010-012597-00 S81°31'04" 2.00 LOT 108 62.00 EX R/W POINT OF BEGINNING TOWN ST (60' R/W) ENCROACHMENT 엉 N 81'31'04" E **EASEMENT** 215.63 S.F. 0.005 AC - EX R/W MCB REAL ESTATE, LLC 1257 W TOWN ST INST. 201905240061386 8 PENN INVESTMENTS, LLC 176 PRINCETON AVE INST. 201711300169264 010-063527-00 25 - EX R/W 25 INST. 201711300100 010-054086-00 803 TO.I 贝 LOT 25 SAVORY ESTATES LLC 179 S PRINCETON AVE INST. 201905070052754 贝 Ð 010-032214-00 LOT 804 08.28,56 LOT 26 WEST PARK ADDITION PB 4 PG 264 LOT 27 STATE OF DANA AVENUE ADDITION ONIO PB 7 PG MARK WARD 15 30 60 7514 GISTER GRAPHIC SCALE SURVEYOR BASIS OF BEARING: = 30'VEYOR'S CERTIFICATE:

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.

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 P.S., S-7514

1-79-2020 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 STATE OF OHIO

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): Prior Instrument Reference(s):

(010-042555-00)

(Instrument No. 201712051

Recorder's Office, Franklin County, Ohio,

(165 West Park Ave, Columbus, OH 43222) Address(es):

TERMS & CONDITIONS

- 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.
- 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.
- 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.

USE & RESTRICTIONS.

- 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.
- 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.
- 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NONEXCLUSIVE</u>, <u>PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY.</u> 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

	ity of Columbus, Ohio, by its duly authorized
representative, Jennifer L. Gallagher, Director, Der	partment of Public Service, pursuant to Ordinance
	, 2020, does voluntarily
acknowledge this Easement on behalf of Grantor on	the effective date below.
<i>3</i>	
City of Columbus, Ohio,	
an Ohio Municipal Corporation	
an omo Mamorpai corporation	
By:	
Jennifer L. Gallagher, Director	
Department of Public Service	
Effective Date	
Effective Date:	
State of	
County of) SS:	
•	
BE IT REMEMBERED ON	, 2020, I affixed my seal evidencing this instrument
	agher, Director, Department of Public Service, on
behalf of Grantor, City of Columbus, Ohio, an Ohio	
, ,	
	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]
·, 1 1 , 4 · 1 , , , ·
by its duly authorized representative,, who represents and warrants possessing legal authority and capacity
00
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
BEITREMEMBERED ON
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) EE: (Item / Description) ENCROACHMENT EASEMENT

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OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN

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.

THE OHIO DEPARTMENT OF TRANSPORTATION VIRTUAL

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'IATED 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 SITUATED IN THE STATE OF PLAT BOOK 4, PAGE 264 WEST PARK ADDITION PG 264 PB 4 又 P CITY VIEW HOMES, LLC 161 WEST PARK AVE INST. 200610270216512 010-042544-00 Z N81'31'04"E 4.50 LOT 732 S08: N08.28 08'28'56 EMANUEL DOLPH AND CANDICE S. DOLPH

165 WEST PARK AVE

165 WEST PARK AVE

105 UNST. 201712051708879 , 28 32.(S 8°28'56 30.32 LOT 731 POINT OF BEGINNING .00 5/8" IRON PIN N81.31,04"E LOT S39°21'55"W 107 132.42 4.15 S81°31'04"W 8 _N08'28'56"W 4.50 R/W)(60' TOWN ST **ENCROACHMENT** N 81°31'04" E **EASEMENT** 741.89 S.F. 30 0.017 AC MICHAEL W. VALLANGEON AND DANA S. VALLANGEON AND 1251 W TOWN ST 1251 W TOWN ST 100711290205833 EX R/ 010-069966-00 MICHAEL W. VALLANGEON AND DANA S. VALLANGEON 177 WEST PARK AVE 1881. 200711290205833 贝 R/W ٤/W 010-010354-00 LOT 7307 LOT 25 贝 08.28 56 PB 7 LOT 729 LOT 26 PGILE LOT 728 WEST PARK ADDITION LOT 27 4 PG PB ATE OF ONIO LEGEND: MARK DENOTES IRON PIN FOUND (5/8" IRON ROD), W/CAP UNREADABLE 15 30 60 WARD GRAPHIC SCALE SURVEYOR = 30' BASIS OF BEARING: CATE: SURVEYOR 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 I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY (REFERENCED) TO SAID COORDINATE SYSTEM BY GPS

DIRECT SUPERVISION IN DECEMBER 2018. ALL DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

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

-29-2020 DATE

OUIT-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 (ii) 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 -29-202.
Professional Surveyor No. S-7514

Franklin County Tax Parcel(s):
Prior Instrument Reference(s):

Prior Instrument Reference(s):

(010-010354-00)

(Instrument No. 2007 11290205833)

Recorder's Office, Franklin County, Ohio, (177 West Park Ave, Columbus, OH 43222)

TATE OF OHIO

Address(es):

TERMS & CONDITIONS

- 1. <u>EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS</u>. 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. <u>INDEMNIFICATION</u>. 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. <u>ENCUMBRANCES, TAXES & ASSESSMENTS.</u> 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NONEXCLUSIVE</u>, <u>PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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, O	City of Columbus, Ohio,	by its duly authorized
represe	entative, Jennifer L. Gallagher, Director, De	epartment of Public Service,	pursuant to Ordinance
Numbe	er2020, which passed on		_, 2020, does voluntarily
acknov	wledge this Easement on behalf of Grantor of	n the effective date below.	2
			•
	f Columbus, Ohio,		
an Ohi	o Municipal Corporation		
By:	- 10 t 0 H t DI		
	Jennifer L. Gallagher, Director		
	Department of Public Service		
	Effective Date:		
State of	f		
County	of) SS:	*	
	BE IT REMEMBERED ON	, 2020, I affixed my seal e	videncing this instrument
	cknowledged before me by Jennifer L. Ga of Grantor, City of Columbus, Ohio, an Ohi		nt of Public Service, on
Dellali	of Gramor, City of Columbus, Offic, all Offi	io municipal corporation.	
		N-4 D 1.11-	
		Notary Public	Data
		Commission Expiration	Date:

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

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Mich	nael W. Vallangeon and Dana S. Vallangeon] an [Ohio
resident] by its duly authorized representative,	
, who represe	ents and warrants possessing legal authority and capacity
to	
acknowledge this Easement on behalf of Grantee, do	es voluntarily acknowledge this Easement on behalf of
Grantee on the effective date below.	
[Michael W. Vallangeon and Dana S. Vallangeon	an Ohio resident]
	The second secon
By: Print Name:	
Print Title:	
rimi riue.	
Effective Date:	
State of	
County of	
DE IT DEMEMBEDED ON	2020 I off
evidencing this instrument was asknowledged before	me by, 2020, I affixed my seal, on behalf of
Grantee	the by, on benait of
Grantee,	
(1)	
(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]



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 WEST WEST PARK ADDITION WEST

PB 4 PG 264 Q 又 N CITY VIEW HOMES, LLC 161 WEST PARK AVE 1ST. 200610270216512 INST. 200610270200 LOT 732 08'28'56 EMANUEL DOLPH AND CANDICE S. DOLPH
165 WEST PARK AVE
185. 201712051708879 5 LOT 731 - EX R/W LOT 107 TOWN ST (60' R/W)

N81'31'04"E 45.00 N08'28'56"W 80 4.50 S\$1°31'04"W 45.00

8

ENCROACHMENT EASEMENT 202.50 S.F.

0.005 AC

EX R/W LOT 730 LOT 25 贝 PBA LOT 26

VENUE 7 PG 64 LOT 27

WEST PARK ADDITION 4 PG 264 PB SE OF ONIO MARK

15 30 GRAPHIC SCALE

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:

N 81'31'04" E

MICHAEL W. VALLANGEON AND DANA S. VALLANGEON 1251 W TOWN ST

LOT 728

INST. 200810150152832

010-069966-00

S08'28'56"E

R/W 581 31'04"W

POINT OF BEGINNING

MICHAEL W. VALLANGEON AND DANA S. VALLANGEON 177 WEST PARK AVE 17 INST. 200711290205833

INST. 200711230200

60.91

4.50

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 Sliked. MARK S. WARD P.S., S-7514

DATE

POINT OF COMMENCEMENT

WEST PARK AVE (150' R/W)

60

08.28,56

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 TE OF OHIO 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):

Prior Instrument Reference(s):

(010-007302-00)

(Instrument No. 200401270018653)

Recorder's Office, Franklin County, Ohio,

(166 West Park Ave, Columbus, OH 43222)

Address(es):

TERMS & CONDITIONS

- 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.
- 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.
- 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.

USE & RESTRICTIONS.

- 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.
- 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.
- 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NONEXCLUSIVE, PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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

representative, Jennifer L. Gallagher, Director, Departments Number	, 2020, does voluntarily
acknowledge this Easement on behalf of Grantor on the	ne 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	
BE IT REMEMBERED ON was acknowledged before me by Jennifer L. Gallag behalf of Grantor, City of Columbus, Ohio, an Ohio r	
1	·
	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 v Grantee on the effective date below.	oluntarily acknowledge this Easement on behalf of
[Channa Hay an Ohio resident]	
Note that the second of the se	
By: Print Name:	
Print Title:	
EffectiveDate:	
State of	
County of	
BEITREMEMBERED 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)	

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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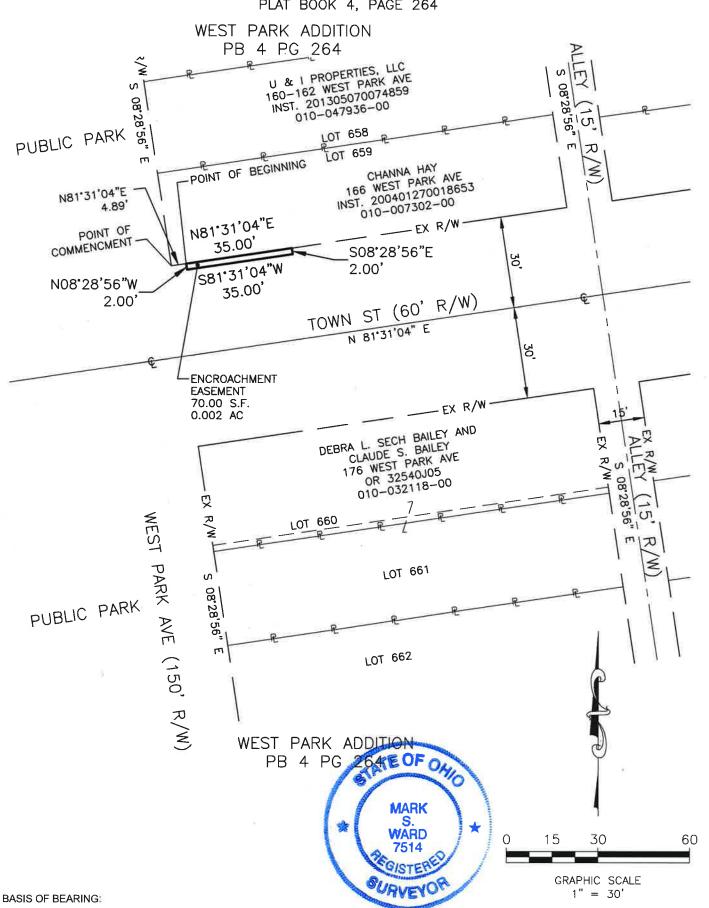
ENCROACHMENT EASEMENT #14

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'

ITUATED 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 SITUATED IN THE STATE OF PLAT BOOK 4, PAGE 264



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 P.S., S-7514

4-29-2020

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

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. TATEOFOA

Resource International, Inc.

Mark S. Ward, P.S.

Professional Surveyor No. S-7514

Franklin County Tax Parcel(s):

Prior Instrument Reference(s):

(010-003195-00)

(Instrument No. 201602010012510)

Recorder's Office, Franklin County, Ohio,

(177-179 Cypress Ave, Columbus, OH 43222) Address(es):

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.
- 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.
- 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.

USE & RESTRICTIONS.

- MAINTENANCE. Grantee is the owner of Encroachment and at Grantee's sole 4.1. 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.
- 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.
- 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NON-WAIVER</u>. 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. <u>NONEXCLUSIVE, PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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, Cit	ty of Columbus, Ohio, by its duly authorized
representative, Jennifer L. Gallagher, Director, Dep	
Number2020, which passed on	, 2020 , does voluntarily
acknowledge this Easement on behalf of Grantor on t	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:	
County of) SS:	
BE IT REMEMBERED ON	_, 2020, I affixed my seal evidencing this instrumen
was acknowledged before me by Jennifer L. Galla	
behalf of Grantor, City of Columbus, Ohio, an Ohio	
	Notary Public
	Commission Expiration Date:

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

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [In	vest in Homes] an [Ohio limited liability company] by its
duly authorized representative,	
, who represents	esents and warrants possessing legal authority and capacity
10	
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 compa	anvl
By: Print Name:	
	/A
Print Title:	_
Effective Date:	
Effective Date:	_
State of)	
	(.*)
County of	
•	
BEIT REMEMBERED ON	, 2020, I affixed my seal
evidencing this instrument was acknowledged before	ore me by, on behalf of
	to the by, on behalf of
Grantee,	
(seal)	
	Notary Public
	Commission Expiration Date:
THIS INSTRUMENT PREPARED By: (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]



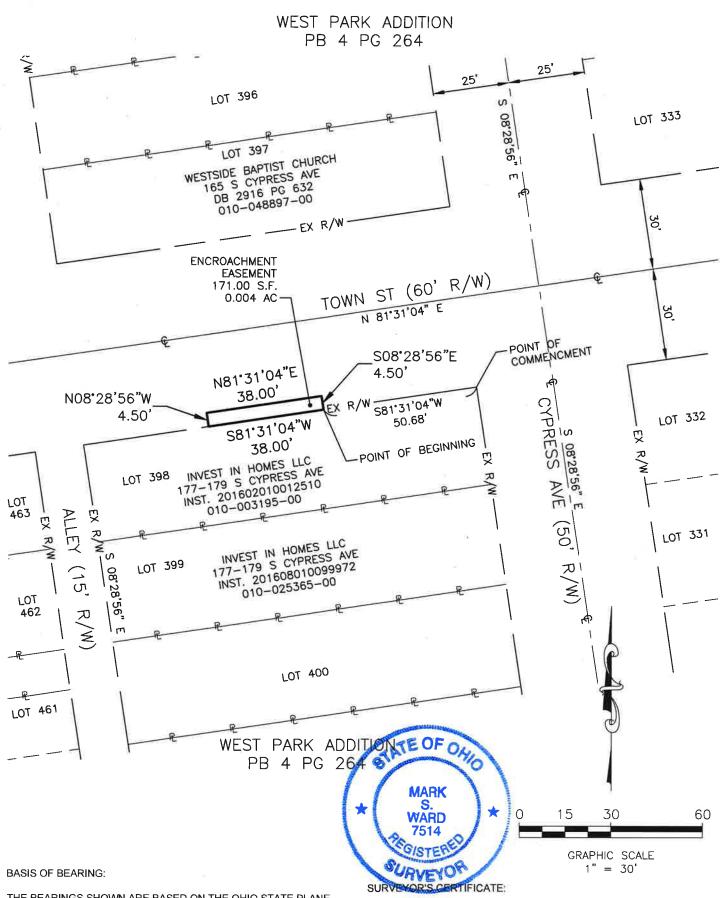
ENCROACHMENT EASEMENT #16

PART OF LOT 398 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 LOT 398 OF WEST PARK ADDITION AS DELINEATED IN PLAT BOOK 4, PAGE 264



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.

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 P.S., S-7514

4-29-2020

OUIT-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)

Recorder's Office, Franklin County, Ohio,

Address(es):

(166-170 Dakota Ave, Columbus, OH 43222)

TERMS & CONDITIONS

- 1. <u>EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS</u>. 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.
- 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.
- 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.

USE & RESTRICTIONS.

- 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.
- 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.
- 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NON-WAIVER</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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 i	ts duly authorized
	sentative, Jennifer L. Gallagher, Director, 1	Department of Public Service, purs	uant to Ordinance
Numb	per2020, which passed on_		20, does voluntarily
ackno	owledge this Easement on behalf of Grantor	on the effective date below.	
	of Columbus, Ohio,		
an Oh	io Municipal Corporation		
By:		-	
	Jennifer L. Gallagher, Director		
	Department of Public Service		
	Effective Date:		35
State	of		
State .			
Count	y of) \$S:		
	DE TENER TENENTED ON		
	BE IT REMEMBERED ON		
	acknowledged before me by Jennifer L. C f of Grantor, City of Columbus, Ohio, an O		Public Service, of
UCIIai	of Grantor, City of Columbus, Olio, all O	mo mumerpar corporation.	
		N. (D.11'	
		Notary Public	
		Commission Expiration Date:	-

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

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Victo	or A. Golowin] an [Ohio resident] by its duly authorized
representative,	
	nts and warrants possessing legal authority and capacity
to	
	es voluntarily acknowledge this Easement on behalf of
Grantee on the effective date below.	
[Victor A. Golowin an Ohio resident]	
Dave Dring Names	
By: Print Name:	
Print Title:	
EffectiveDate:	
0	
State of)	9
County of	
7 Control of the Cont	
BEIT REMEMBERED ON	, 2020, I affixed my seal
evidencing this instrument was acknowledged before i	me by, on behalf of
Grantee,	9
(cool)	
(seal)	
	Notary Public
	Commission Expiration Date:
THIS INSTRUMENT PREPARED By: (Date)	

THIS INSTRUMENT PREPARED BV: (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]



ENCROACHMENT EASEMENT #19

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 Q WEST PARK ADDITION 贝 R/W PB 4 PG 264 SUPER SULLIVANT BROTHERS, LLC 乊 158 DAKOTA AVE T. 201908070098497 INST. 2019080700 010-024368-00 8 LOT_211 28'56" L LOT 150 LOT 210 VICTOR A. GOLOWIN 166-170 DAKOTA AVE DB 3766 PG 167 010-046339-00 62' S08°28'56"E N81°31'04"E S08'28'56"E .50' 3.75 12.25' N08. 106,00 N81°31'04"E $\overline{\sigma}$ 28 109.75 S81°31'04"W **ENCROACHMENT** 56 **EASEMENT** 430.06 S.F. 0.010 AC 30, TOWN ST (60' R/W) POINT OF BEGINNING N 81'31'04" E 30 - EX R/W GEOFFREY M. RYAN 178 DAKOTA AVE ST. 201909100116612 010-018544-00 LOT 151 ALER R/W INST. LOT 209 DAKOTA AVE 5 08'28'56" SIDNEY JARRELL 182 DAKOTA AVE T. 200212030308700 010-033559-00 LOT 152 INST. 62' LOT 208 L E OF OHIO LOT 207 MARK WARD WEST PARK ADDITION 15 30 60 PB 4 PG 264 SURVEYOR

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.

BASIS OF BEARING:

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 P.S., S-7514

4-29-2020 DATE

GRAPHIC SCALE 1" = 30'

OUIT-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

(ii) 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.

STATE OF OHIO

0

Resource International, Inc.

Mark S. Ward, P.S.

Professional Surveyor No. S-7514

Franklin County Tax Parcel(s): Prior Instrument Reference(s):

(010-018544 00

(Instrument No. 201909 100116

Recorder's Office, Franklin County, Ohio, (178 Dakota Ave, Columbus, OH 43222)

Address(es):

TERMS & CONDITIONS

- 1. <u>EASEMENT APPURTENANT</u>, <u>SUCCESSORS & ASSIGNS</u>. 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. <u>INDEMNIFICATION</u>. 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. <u>ENCUMBRANCES, TAXES & ASSESSMENTS.</u> 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NONEXCLUSIVE, PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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
	sentative, Jennifer L. Gallagher, Director, D	epartment of Public Service,	pursuant to Ordinance
Numl	ber2020, which passed on		_, 2020, does voluntarily
ackno	owledge this Easement on behalf of Grantor o	on the effective date below.	
~.			
	of Columbus, Ohio,	φ.	
an Oh	nio Municipal Corporation	LR:	
By:			
•	Jennifer L. Gallagher, Director		
*	Department of Public Service		
	Effective Date:		
	-		
State	of)		
Count	ty of) \$8:		
	BE IT REMEMBERED ON	2020 Loffwad my soal	avidanaina this instrument
11/20	acknowledged before me by Jennifer L. Ga		
	If of Grantor, City of Columbus, Ohio, an Oh		in of fublic Scrvice, of
ociiai	ir or Grantor, City or Corambus, Onio, air On	io mumerpar corporation.	
		Notary Public	<u></u> 5)
		Commission Expiration	Date:
			

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

GRANTEE'S EXECUTION

IN WITNESS WHEREOF	Grantee, Geof	frey M. Ryan] ar	Ohio residen	t] by its duly authori	zed
representative,	, who represe	ents and warrants	possessing leg	al authority and cap	acity
to					•
acknowledge this Easement on beha		es voluntarily ack	nowledge this l	Easement on behalf	of
Grantee on the effective date below	N,				
	- P				
[Geoffrey M. Ryan an Ohio reside	ntj				
10					
By: Print Name:					
Print Title:					
EffectiveDate:					
State of	`				
State of					
County of) SS:				
The desirence of the second se	475.00 (Diego 1				
BEITREMEMBERED	ON		, 2020,	I affixed my	seal
BEIT REMEMBERED evidencing this instrument was acknown as a company of the compan	owledged before	me by		, on behalf of	
Grantee,					
,					
(seal)		8			
		N-4 D-	1-15 -		
		Notary Pu			
		Commission I			
THIS INSTRUMENT PREPARED BY: (Date)	NIVICION DV.				

THIS INSTRUMENT PREFARED BY: (Unit)
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]



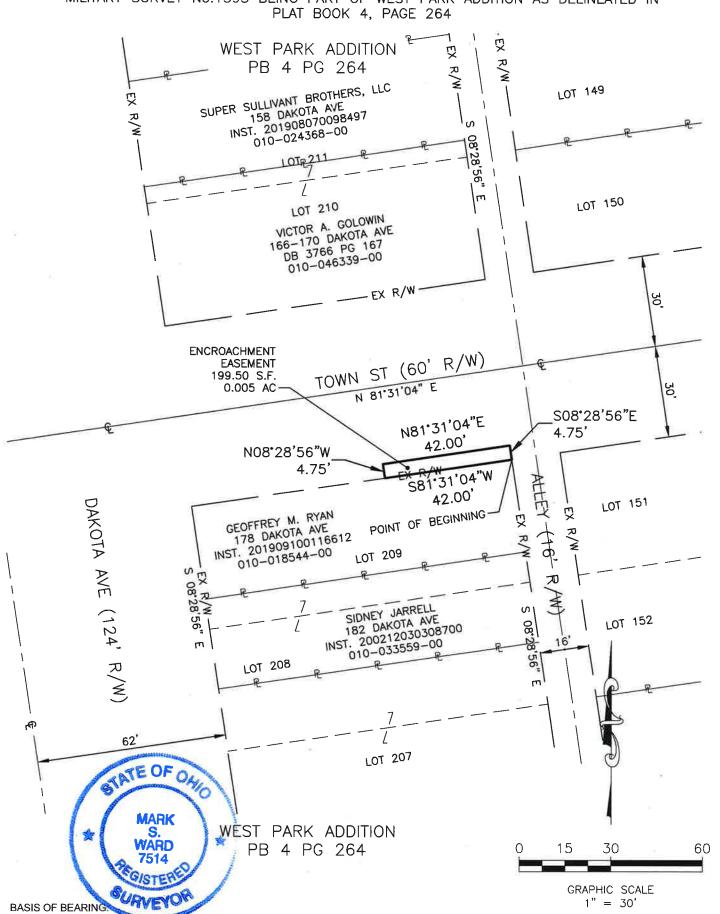
ENCROACHMENT EASEMENT #21

PART OF WEST PARK ADDITION VIRGINIA MILITARY SURVEY No.1393

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

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



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 P.S., S-7514

4-<u>79-2020</u>

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

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 TE OF OHIO

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):

Prior Instrument Reference(s):

(010-004579-00)

(Instrument No. 201009

Recorder's Office, Franklin County, Ohio, (163-165 S Martin Ave, Columbus, OH 43222)

Address(es):

TERMS & CONDITIONS

- 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.
- 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.
- 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.

USE & RESTRICTIONS.

- 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.
- 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.
- 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NON-WAIVER</u>. 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. <u>NONEXCLUSIVE</u>, <u>PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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 WIT	NESS WHEREOF, Gra	antor, City	of Columb	us, Ohio,	by its duly	authorized
representative, Je	nnifer L. Gallagher, Dire	ctor, Departn	nent of Pub	lic Service,	pursuant to	Ordinance
Number	2020, which passe	ed on			_, 2020, does	voluntarily
acknowledge this	Easement on behalf of Gr	rantor on the	effective dat	e below.		
City of Columbu	ıs, Ohio,		1,			
an Ohio Municipa						
	1					
By:						
Jennifer	L. Gallagher, Director					
Departme	nt of Public Service					
Effective Dr	ate:					
Diloctivo Di						
State of						22
County of) \$	SS:				
	EMEMBERED ON					
	ed before me by Jennifer				nt of Public	Service, on
behalf of Grantor	, City of Columbus, Ohio	, an Ohio mu	nicipal corpo	oration.		
			2.5			
		-				
			Notary Publi			
		(Commission	Expiration	Date:	

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

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Robert F	Hughes] the [Successor Trustee of the HEMI Hughes
Family Trust 4] by its duly authorized representative,	
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 ve	oluntarily acknowledge this Easement on behalf of
Grantee on the effective date below.	
[Robert Hughes the Successor Trustee of the HEMI Ho	ughes Family Trust 4]
	ELL GOVERNMENT OF A
	30
By: Print Name:	
Print Title:	
EffectiveDate:	
-	98
State of	
County of	
BEIT 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:	
DANID & DETERSON CHIEF DEAL ESTATE ATTORNEY	

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]



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 RICHARD SINCLAIR'S ADDITION 45' PB 4 PG 403 45 149 LOT LOT 100 ഗ 08*28'56 8 GCD RENTALS, LLC 157/157-1/2 MARTIN AVE 157/157-1/2 MARTIN AVE 1NST. 200308070250357 010-004507-00 28'56 N81°31'04"E 3.00 LOT 101 <u>_</u> S08. LOT 102 38. 35 28 ROBERT HUGHES 40,56 ,'56 ,90' 163-165 MARTIN AVE 163-165 MARTIN AVE INST. 201009020114040 010-004579-00 79.00 N81.31,04,E R/W 82.00 S81'31'04"W POINT OF BEGINNING N08°28'56"W TOWN ST (60' R/W) 2.50 LOT 209 81'31'04" E 8 EX R/W-**ENCROACHMENT** EASEMENT 312.69 S.F. EXI R/W 0.007 AC LOT 52 EX R/W LOT 53 LOT 54 EX R/W LOT 55 909-911 W 1NST. 20 BEVERLY A. IRICK 905 W TOWN ST 91. 20031009032535 56 LOT CITY OF 815-917 815-918 CITY OF COLUMBUS 15-917 W TOWN ST 15-91803200036562 T. 201803200036562 010-025972-00 LOT 57 919 919 010-032700-00 RONALD 921 W 1 RONALD L. SMITH RONALD TOWN ST 921 W TOWN ST 921 010120801672 97. 2010120801672 118091101 K AND LINDA W TOWN ST R 18539110

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.

ВF

TE OF

BASIS OF

SURVEYOR'S CERTIFICATE:

TOWN 094

MARTINS WESTERN ADDITION

PB 2 PG 214

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 Stebral MARK S. WARD P.S., S-7514

7-29-2020 DATE

30

GRAPHIC SCALE = 30'

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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 (ii) 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. 4-29-2 Professional Surveyor No. S-7514

Franklin County Tax Parcel(s):

Prior Instrument Reference(s):

Address(es):

(010-022409-00) (Instrument No 201508260149515) Recorder's Office Franklin County O

TATE OF

Recorder's Office, Franklin County, Ohio, (883 W Town Street, Columbus, OH 43222)

TERMS & CONDITIONS

- 1. <u>EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS</u>. 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. <u>INDEMNIFICATION</u>. 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. <u>ENCUMBRANCES, TAXES & ASSESSMENTS.</u> 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. <u>USE & RESTRICTIONS.</u>

- 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. <u>NONEXCLUSIVE, PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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

representative, Jennifer L. Gallagher, Director, Department of Public Service, pursuant to Ordinar Number, 2020, does voluntar acknowledge this Easement on behalf of Grantor on the effective date below.
Number
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,
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	a of Franklinton, LLC] an [Ohio limited liability
company] by its duly authorized representative,	
, who represent	ts 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	y company]
	a
By: Print Name:	
Print Title:	
Print Title:	
Effective Date:	
State of	
State of	
County of	
BEITREMEMBERED ON	, 2020, I affixed my seal
evidencing this instrument was acknowledged before m	e by, on behalf of
Grantee,	
(seal)	
	Notary Public Commission Expiration Date:
	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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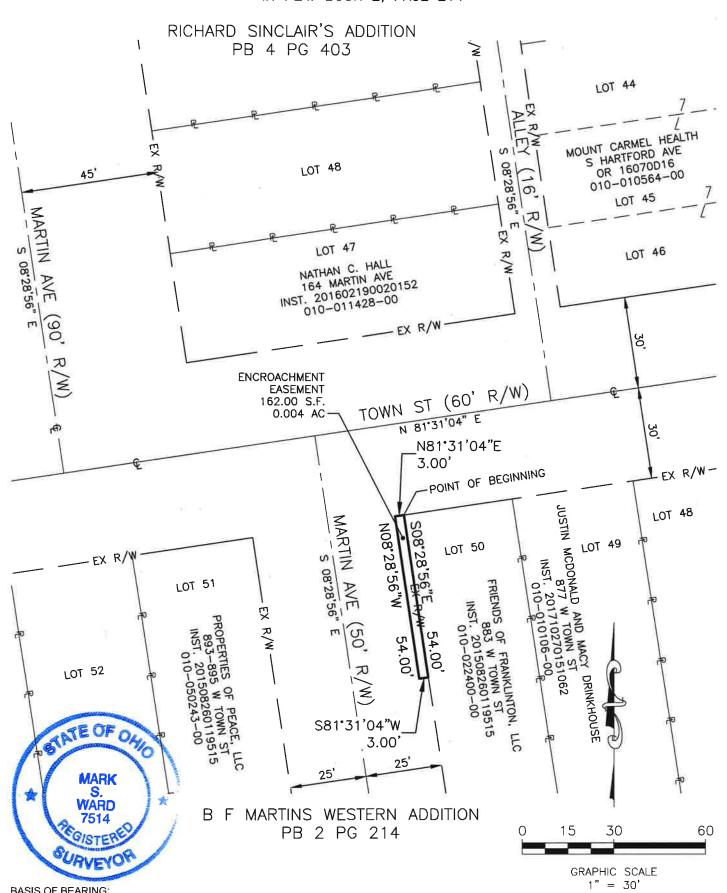
ENCROACHMENT EASEMENT #25

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'

OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA SITUATED IN THE STATE OF MILITARY SURVEY No.1393 BEING PART OF B F MARTINS WESTERN ADDITION AS DELINEATED 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 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 P.S., S-7514

DATE

QUIT-CLAIM ENCROACHMENT EASEMENT #29 (WITH RESERVATIONS)

<u>Citv of Columbus, Ohio</u>, 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

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. STATE OF ONIO

Resource International, Inc.

Mark S. Ward, P.S.

Professional Surveyor No. S-7514

Franklin County Tax Parcel(s):

Prior Instrument Reference(s):

Address(es):

(010-037276-00)

(Instrument No. 20200106000189

Recorder's Office, Franklin County, Ohio,

(234 Cypress Avenue, Columbus, OH 43222)

TERMS & CONDITIONS

- EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS. This Easement and all 1. 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.
- 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.
- 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.

USE & RESTRICTIONS.

- 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.
- 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.
- 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NON-WAIVER</u>. 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. <u>NONEXCLUSIVE, PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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	r, City of Columbus, Ohio, by its duly authorized
representative, Jennifer L. Gallagher, Director,	, Department of Public Service, pursuant to Ordinance
Number2020, which passed or	n, 2020, does voluntarily
acknowledge this Easement on behalf of Granto	or 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 ITREMEMBERED ON	, 2020, I affixed my seal evidencing this instrumen
was acknowledged before me by Jennifer L.	Gallagher, Director, Department of Public Service, or
behalf of Grantor, City of Columbus, Ohio, an	
	i and the same of
	N-4 D. 1.P.
	Notary Public
	Commission Expiration Date:

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

GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [Supra	Investments, LLC], an [Ohio limited liability
, who represen	ts 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.	
Curren Investments II C on Ohio limited light	
[Supra Investments, LLC, an Ohio limited liabil	ny company]
By: Print Name:	9
Print Title:	
EffectiveDate:	
State of)	
County of	
REIT DEMEMBEDED ON	2020 I offered my coal
evidencing this instrument was acknowledged before m	, 2020, I affixed my seal
Grantee,	, on ochan or
,	v
(seal)	
	Notary Public Commission Expiration Date:
	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]



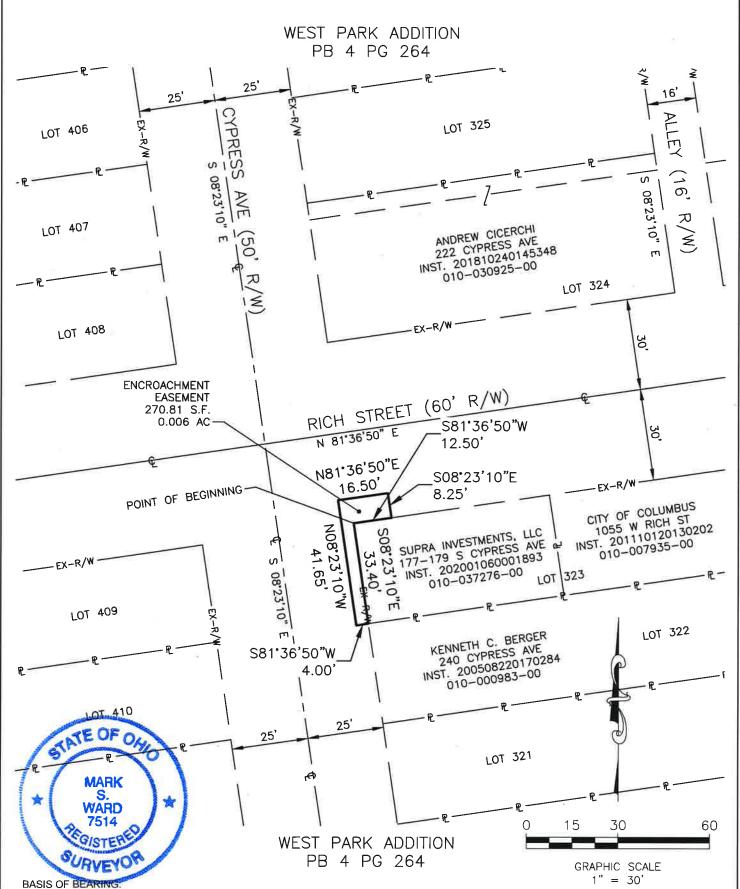
ENCROACHMENT EASEMENT #29

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



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 P.S., S-7514

A-29-2020

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. RE OF OHIO

Resource International, Inc.

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

Franklin County Tax Parcel(s): Prior Instrument Reference(s):

(010-042644-00)

(Instrument No. 1990080201

Recorder's Office, Franklin County, Ohio, (221 Dakota Avenue, Columbus, OH 43223)

Address(es):

TERMS & CONDITIONS

- 1. <u>EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS</u>. 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.
- 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.
- 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.

USE & RESTRICTIONS.

- 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.
- 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.
- 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 UTILITIÉS & 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.
- REVERSION. Grantor expressly reserves a reversionary interest in 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. <u>NON-WAIVER.</u> 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. <u>NONEXCLUSIVE</u>, <u>PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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, Depar	ment of Public Service, pursuant to Ordinance
Number	
acknowledge this Easement on behalf of Grantor on the	effective date below.
City of Columbus, Ohio,	
an Ohio Municipal Corporation	
	- R
By:	
Jennifer L. Gallagher, Director	
Department of Public Service	
Effective Date:	
State of	
State of	
County of	
	2020, I affixed my seal evidencing this instrument
was acknowledged before me by Jennifer L. Gallagh	
behalf of Grantor, City of Columbus, Ohio, an Ohio m	unicipal corporation.
	Notary Public
	Commission Expiration Date:
	Commond Dispussion Dates

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GRANTEE'S EXECUTION

IN WITNESS WHEREOF, Grantee, [David authorized representative,	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	by, 2020, I affixed my seal, on behalf of		
(seal)	Notary Public Commission Expiration Date:		
THIS INSTRUMENT PREPARED BV: (Date) COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION BY: DAVID E. PETERSON, CHIEF REAL ESTATE ATTORNEY FOR: DPS (DARREN LEE) RE: (Item / Description) ENCROACHMENT EASEMENT	: 31		

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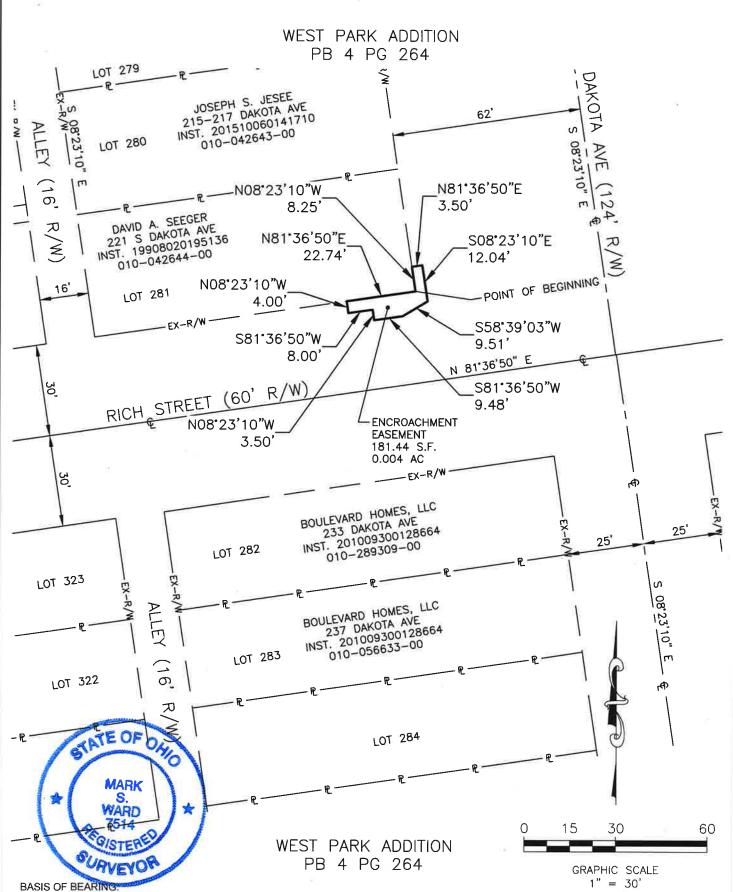
ENCROACHMENT EASEMENT #30

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



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 P.S., S-7514

A -29-2020 DATE

OUIT-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. TE OF OHIO

Resource International, Inc.

Ward, P.S.

Professional Surveyor No. S-75

Franklin County Tax Parcel(s):

Prior Instrument Reference(s):

(010-054054-00)

(Instrument No. 2018020

Recorder's Office, Franklin County, Ohio,

Address(es): (777-779 Rich Street, Columbus, OH 43222)

TERMS & CONDITIONS

- 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.
- 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.
- 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.**

- 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.
- 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.
- 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. <u>NON-WAIVER</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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, Cit	y of Columbus, Ohio, by its duly authorized
representative, Jennifer L. Gallagher, Director, Dep	artment of Public Service, pursuant to Ordinance
Number	, 2020, does voluntarily
acknowledge this Easement on behalf of Grantor on t	he effective date below.
City of Columbus, Ohio,	
an Ohio Municipal Corporation	
By:	
Jennifer L. Gallagher, Director Department of Public Service	
•	
Effective Date:	
2	
State of	
_ 38	
County of) SS:	
RE IT REMEMBERED ON	_, 2020, I affixed my seal evidencing this instrumen
was acknowledged before me by Jennifer L. Galla	
behalf of Grantor, City of Columbus, Ohio, an Ohio	
•	1
8	
	Notary Public
	Commission Expiration Date:
	-

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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
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:
Effective Date:
State of
County of
BEITREMEMBERED ON
evidencing this instrument was acknowledged before me by, on behalf of
Grantee,
(seal)
Notary Public Commission Expiration Date:
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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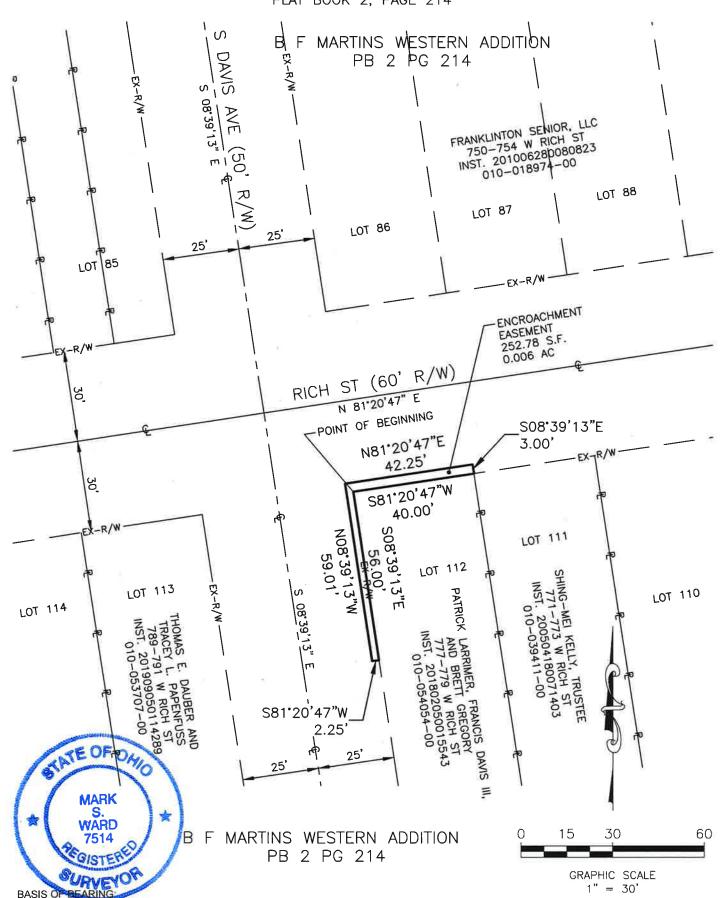
ENCROACHMENT EASEMENT #51

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



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 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. 4-29-202

Professional Surveyor No. S-7514

Franklin County Tax Parcel(s):

Prior Instrument Reference(s):

(010-039411-00)

(Instrument No. 200504180071403)

Recorder's Office, Franklin County, Ohio,

(771-773 Rich Street, Columbus, OH 43222)

STATE OF OHIO

Address(es):

TERMS & CONDITIONS

- 1. <u>EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS</u>. 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. <u>INDEMNIFICATION</u>. 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. <u>ENCUMBRANCES, TAXES & ASSESSMENTS.</u> 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. <u>NON-WAIVER.</u> 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. <u>NONEXCLUSIVE, PUBLIC USE</u>. 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. <u>NOTICE</u>. 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. <u>COUNTERPARTS.</u> 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. <u>SEVERABILITY</u>. 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, representative, Jennifer L. Gallagher, Director, Number	Department of Public Service	e, pursuant to Ordinance
acknowledge this Easement on behalf of Granton	r on the effective date below.	
City of Columbus, Ohio, an Ohio Municipal Corporation		
By: Jennifer L. Gallagher, Director Department of Public Service	_	
Effective Date:	el de la companya de	
State of		rii
County of) SS:		
BE IT REMEMBERED ONwas acknowledged before me by Jennifer L. Obehalf of Grantor, City of Columbus, Ohio, an Obehalf of Grantor, City of Columbus, Ohio, an Obehalf of Grantor, City of Columbus, Ohio, and Obehalf of Columbus, Ohio, Obehalf of Columbus, Ohio, Obehalf of Columbus, Ohio, Obehalf of Columbus, Ohio, Obehalf of Columbus, Obehalf of Co	Gallagher, Director, Departm	
	Notary Public Commission Expiration	n Date:

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GRANTEE'S EXECUTION

IN WITNESS WHEREO	F, Grantee, Shing	g-Mei Kelly] a [Trustee] by its duly authorized
representative,		· · · · · · · · · · · · · · · · · · ·
3	, who represer	nts and warrants possessing legal authority and capacity
to	nalf of Grantee, doe	es voluntarily acknowledge this Easement on behalf of
[Shing-Mei Kelly, Trustee]		
By: Print Name: Print Title:		
Effective Date:		
State of		
BEIT REMEMBERED evidencing this instrument was ack Grantee,	nowledged before r	me by, 2020, I affixed my seal, on behalf of
(seal)		
		Notary Public Commission Expiration Date:
THIS INSTRUMENT PREPARED BV: (Date) COLUMBUS CITY ATTORNEY, REAL ESTATE DAVID E. PETERSON; CHIEF REAL ESTATE A FOR: DPS (DARREN LEE) RE: (Item / Description) ENCROACHMENT EASE	TTORNEY	

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



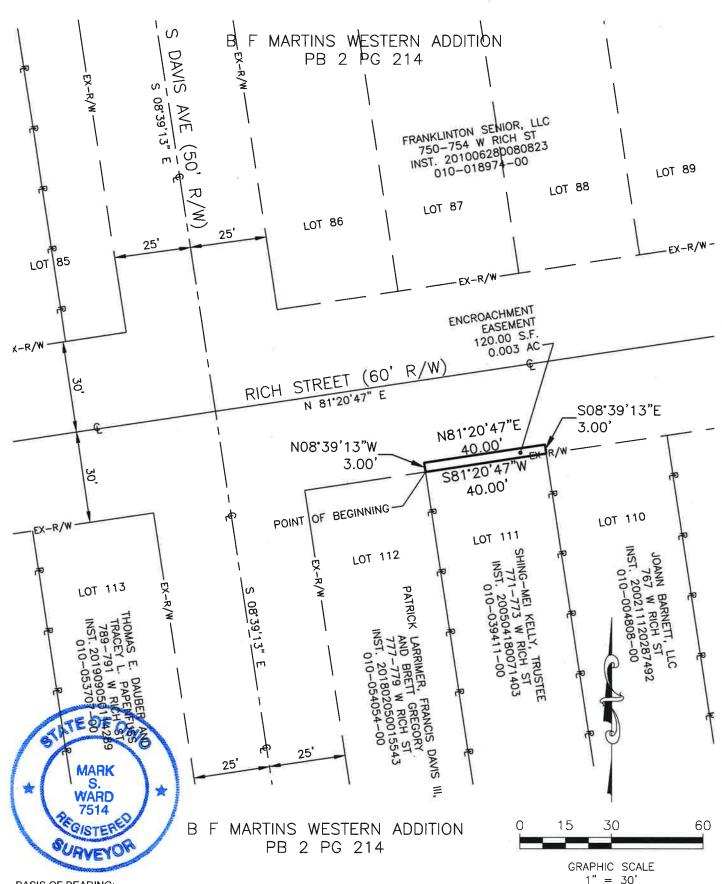
ENCROACHMENT EASEMENT #52

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 P.S., S-7514 DATE