

EASEMENT AGREEMENT

(Vacating and Replacing Temporary Easement Agreement
Recorded 06/30/2000 at O.R. 200006300129111)

THIS EASEMENT AGREEMENT ("Agreement") is executed and made this 9th day of December, 2019 by and between Ansmil LLC, an Ohio limited liability company, fka Ansmil Limited Partnership, an Ohio limited partnership, having offices at 8325 Lancaster-Circleville Road SW, Lancaster, Ohio 43130-9256 ("Ansmil"), and the Board of Education of the Hilliard City School District, having offices at 2140 Atlas Street, Columbus, Ohio 43228 ("School District").

RECITALS

A. Ansmil and the School District entered into a certain Temporary Easement Agreement (the "Temporary Easement") recorded in the Franklin County Recorder's Office on June 30, 2000, at Instr. No. 200006300129111, with respect to the real property identified therein. The recitals of that Temporary Easement are incorporated herein by reference.

B. The relocation of Leap Road contemplated by the Temporary Easement has not and will not occur, and Ansmil has conveyed an additional 0.512 acre tract of land to the School District as depicted on attached Exhibit A and described in attached Exhibit B.

C. The Temporary Easement is no longer necessary to meet the needs of the School District, and the parties agree that the Temporary Easement should be vacated and replaced by a permanent easement across Ansmil's property at the same location as the southernmost driveway depicted on Exhibit C to the Temporary Easement.

D. Ansmil desires to grant to the School District, and the School District desires to obtain from Ansmil, a permanent easement to replace the southernmost driveway access easement subject of the Temporary Easement.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

§1. Temporary Easement Vacated. The Temporary Easement established by the Temporary Easement Agreement recorded June 30, 2000, Franklin County Recorder's Office at Instr. No. 200006300129111, is hereby vacated and, upon the execution and recording of this Agreement, shall be of no further validity or effect.

§2. Easement. Ansmil, for itself and its successors and assigns as owner of fee simple title to the Ansmil parcels, hereby grants and conveys to the School District and its successors and assigns as owners of the School District parcels, for the benefit and use of the School District, and its employees, officers, agents, students, visitors, invitees and licensees, a perpetual easement for vehicular and

pedestrian ingress and egress over, across and upon the 0.162 acre "Access Easement" depicted on Exhibit C hereto and described in Exhibit D hereto.

§3. Non-Exclusive Use of Access Easement. The foregoing Access Easement is granted for the exclusive use of the School District and its successors and assigns as described above in §2, except that Ansmil, as owner of fee simple title to the real property immediately north and immediately south of the Access Easement, reserves for itself and its successors and assigns, for the benefit and use of Ansmil and its successors and assigns, and their respective employees, officers, agents, customers, visitors, invitees and licensees, a perpetual easement for vehicular and pedestrian ingress and egress over, across and upon the Access Easement granted to the School District by Ansmil by this Agreement.

§4. Construction and Maintenance of Access Easement. The School District has constructed the existing driveway ("Driveway") on and over the Access Easement in accordance with §2 of the Temporary Easement and shall retain the right and obligation to maintain, repair and replace the Driveway at its cost and expense, but, upon issuance of certificates of occupancy for developments on the properties immediately north and immediately south of the Access Easement, the School District shall be entitled to reimbursement from the owners of those properties on a pro rata basis based upon the acreage owned by each in relation to the total acreage utilizing the Access Easement. The parties acknowledge and agree that the acreage to be utilized in calculating the proportionate cost in this section is 7.512 acres for the School District's parcel, 1.324 acres for the parcel to the north of the Access Easement, and 2.70 acres for the parcel to the south of the Access Easement.

§5. Construction and Maintenance of Connections to Access Easement. Ansmil and its successors and assigns as owners of the properties immediately north and immediately south of the Access Easement shall be responsible for the cost of constructing, maintaining, repairing and replacing connections to the access easement to and from their respective properties, and shall locate and construct those connections in cooperation with the School District, the City of Hilliard, and any other governmental body having jurisdiction over such connections and access. Specifically, the connection between the property immediately north of the Access Easement shall be located as depicted in Exhibit E hereto.

§6. Insurance. Ansmil, and its successors and assigns, agree to maintain or to cause to be maintained in full force and effect commercial general liability insurance with a financially responsible insurance company or companies, written on an occurrence basis covering claims of loss from contractual liability (including without limitation, coverage of the indemnities under this Agreement), bodily injury including death, personal injury and broad-form property damage arising out of incidents or accidents arising directly or indirectly from the actions, or failure to act when obligated to do so, of Ansmil, or its tenants, and their agents, employees and contractors in connection with the rights and obligations set forth herein, with a combined single limit in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Such limits may be provided through a combination of primary and excess (umbrella) liability policies. Such insurance shall be primary and shall provide that the School District is an additional insured. Such insurance shall contain a provision that it may not be cancelled or reduced in scope or amount below that required hereunder without thirty (30) days of advance written notice to the School District. Ansmil shall provide to the School District, or shall direct that such be provided to the School District, within fifteen (15) days of the School District's written request therefor, a certificate of insurance evidencing the maintenance of the required insurance.

§7. Injunctive Relief. In the event of any breach, violation or threatened breach or violation by any party of any easement, grant or obligation under this Agreement, any one or more of the other parties hereto shall, in addition to any and all other remedies available, be entitled to enforce the provisions of this Agreement by injunctive relief or otherwise.

§8. Modifications. Any and all provisions of this Agreement may be amended, terminated, rescinded, released or otherwise modified, in whole or in part, at any time and from time to time, only by a written document executed and acknowledged by the respective duly authorized representative of all of the parties hereto.

§9. Notices. Any notice, request or demand given or required to be given under this Agreement shall be in writing signed by the party giving the same and shall be deemed to have been given when delivered personally, on the next business day if delivered by a nationally recognized overnight courier or on the third business day after the same shall have been deposited in the United States mail, postage prepaid, addressed to the party to which it is to be given at the address first set forth above. Any party may at any time change its address for notification purposes by mailing or delivering, as aforesaid, a notice stating the change and setting forth the new address.

§10. Successors and Assigns. This Agreement shall be deemed a covenant running with the land and shall be binding upon and shall inure to the benefit of Ansmil and the School District, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed by their respective duly authorized representatives as of the date first written.

Signed and acknowledged in the presence of:

ANSMIL LLC
An Ohio limited liability company

Witness Signature

By: Daniel Brock Smith, Member-Manager

Witness name typed or printed

BOARD OF EDUCATION OF THE HILLIARD
CITY SCHOOL DISTRICT

Witness Signature

By: Paul Lambert, Board President

Witness name typed or printed

Witness Signature

By: Brian Wilson, Treasurer

Witness name typed or printed

STATE OF OHIO :
 : ss
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of December, 2019, by Daniel Brock Smith, Member-Manager of Ansmil, LLC, an Ohio limited liability company, on behalf of said limited liability company.

Notary Public

STATE OF OHIO :
 : ss
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of December, 2019, by Paul Lambert, as President of the Board of Education of the Hilliard City School District, on behalf of said school district.

Notary Public

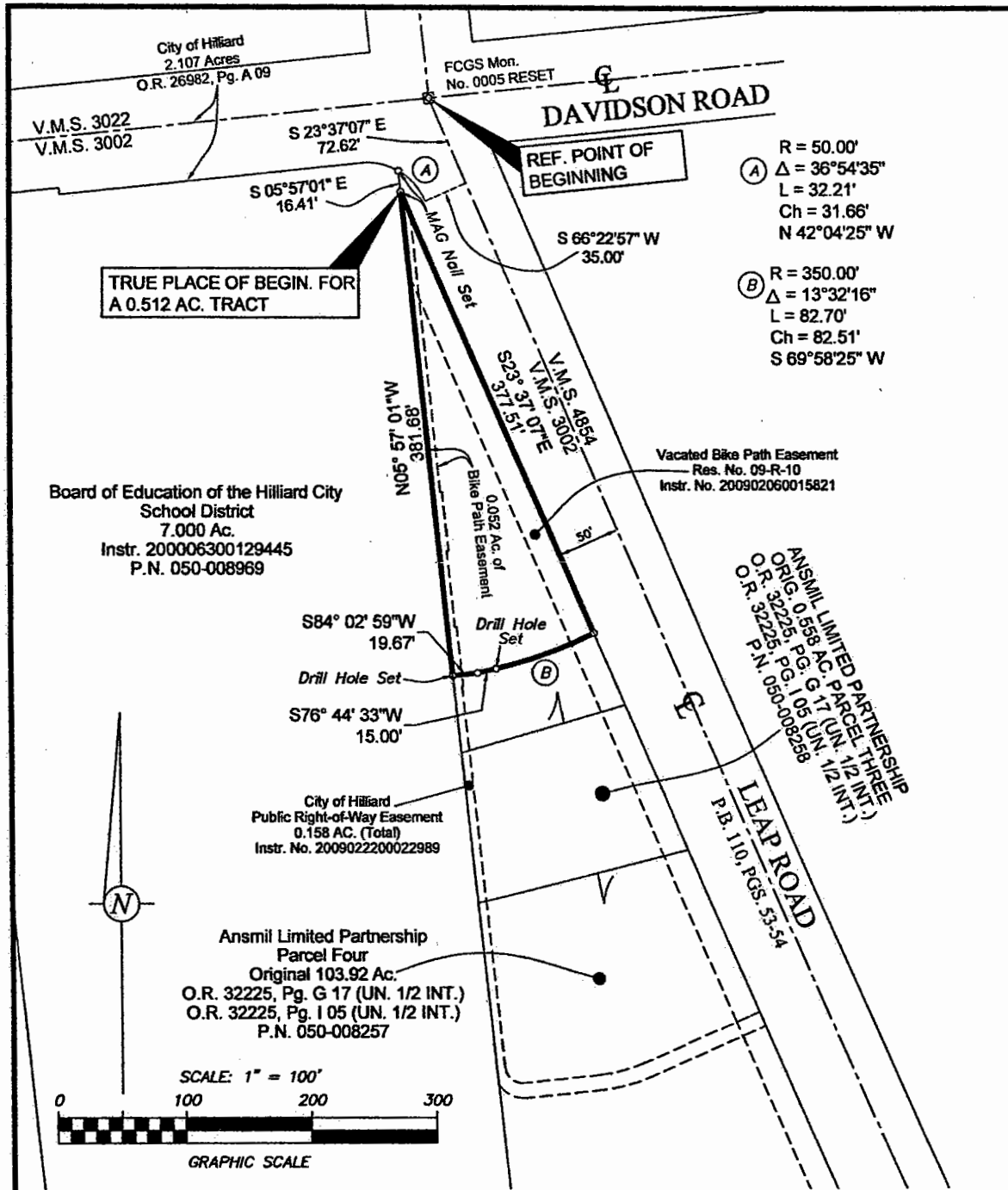
STATE OF OHIO :
 : ss
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of December, 2019, by Brian Wilson, as Treasurer of the Board of Education of the Hilliard City School District, on behalf of said school district.

Notary Public

This instrument prepared by:
Gordon P. Shuler
Gordon P. Shuler Attorney at Law, LLC
580 South High Street, Suite 150
Columbus, Ohio 43215
Telephone: 614-221-1795

EXHIBIT A



BASIS OF BEARINGS: THE CENTERLINE OF LEAP ROAD, BEING S 23° 37' 07" E, AS SHOWN UPON THE PLAT ENTITLED LEAP ROAD DEDICATION AND EASEMENTS, OF RECORD IN PLAT BOOK 110, PAGES 53 & 53, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO AND ALL OTHER BEARINGS ARE BASED UPON THIS MERIDIAN.

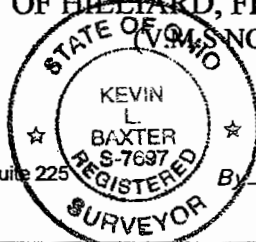
—●— 3/4" I.D. Iron Pipe Set, 30" in length, w/Cap Stamped "BIRD & BULL, INC." Unless Otherwise Shown.

EXHIBIT FOR A 0.512 ACRE TRACT
 ALONG LEAP ROAD, SOUTH OF DAVIDSON ROAD,
 CITY OF HILLIARD, FRANKLIN CO., OHIO

SCALE: 1" = 100'



Bird + Bull, Inc.
 3500 Snouffer Road, Suite 225
 Columbus, Ohio 43235



MARCH 06, 2019
Kevin L. Baxter
 Kevin L. Baxter - Ohio Surveyor No. 7697

EXHIBIT B

March 06, 2019

DESCRIPTION OF A 0.512 ACRE TRACT ALONG LEAP ROAD, SOUTH OF DAVIDSON ROAD CITY OF HILLIARD, FRANKLIN, CO., OHIO

Situated in the State of Ohio, County of Franklin, City of Hilliard, in Virginia Military Survey No. 3002 and being a portion of an original 103.92 acre tract of land conveyed, as Parcel Four, to Ansmil Limited Partnership by deeds of record in Official Record 32225 Page G 17 (Und. 1/2 interest) and Official Record 32225, Page I 05 (Und. 1/2 interest), all records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at Franklin County Monument No. 0005 Reset found at the centerline intersection of Davidson Road (variable width) with Leap Road (variable width), and at the northeast corner of a 2.107 acre tract of land conveyed to City of Hilliard, for Davidson Road right-of-way purposes, by deed of record in Official Record 26982, Page A 09, said monument being S 84° 03' 15" E a distance of 2,218.25 feet from Franklin County Monument No. 6652 Reset found in the centerline of Davidson Road and N 23° 37' 07" W a distance of 2,053.36 feet from Franklin County Monument No. 0006 found in the centerline of Leap Road;

thence S 23° 37' 07" E along the centerline of Leap Road and along the northeasterly line of said 2.107 acre tract a distance of 72.62 feet to a point at the southeast corner of said 2.107 acre tract and at the northeast corner of that portion of Leap Road as dedicated by the plat entitled Leap Road Dedication and Easements, of record in Plat Book 110, Pages 53 & 54;

thence S 66° 22' 57" W along a southerly line of said 2.107 acre tract and along the north line of said Leap Road dedication a distance of 35.00 feet to a 3/4" I.D. iron pipe previously set at a southwest corner of said 2.107 acre tract, at a corner of said Leap Road dedication and at a point of curvature;

thence northwesterly along a portion of the curved southwesterly line of said 2.107 acre tract, along the curved northeasterly line of said Leap Road dedication and with a curve to the left, data of which is: radius = 50.00 feet, and delta = 36° 54' 35", arc length = 32.21 feet, a chord distance of 31.66 feet bearing N 42° 04' 25" W to a MAG nail set at the northeast corner of a 7.000 acre tract of land conveyed to Board of Education of the Hilliard City School District by deed of record in Instrument 200006300129445 and at the northwest corner of said Leap Road dedication;

thence S 05° 57' 01" E crossing a portion of said original 103.92 acre tract, along a portion of the east line of said 7.000 acre tract and along the west line of said Leap Road dedication a distance of 16.41 feet to a MAG nail set at the true place of beginning of the tract herein intended to be described;

thence S 23° 37' 07" E crossing a portion of said original 103.92 acre tract and along the westerly right-of-way line of Leap Road a distance of 377.51 feet to a 3/4" I.D. iron pipe set at a point of curvature;

thence crossing a portion of said original 103.92 acre tract the following three (3) courses;

1. westerly and with a curve to the right, data of which is: radius = 350.00 feet, and delta = 13° 32' 16", arc length = 82.70 feet, a chord distance of 82.51 feet bearing S 69° 58' 25" W to a drill hole set at the point of tangency;
2. S 76° 44' 33" W a distance of 15.00 feet to a 3/4" I.D. iron pipe set;
3. S 84° 02' 59" W a distance of 19.67 feet to a 3/4" I.D. iron pipe set in the east line of said 7.000 acre tract;

thence N 05° 57' 01" W crossing a portion of said original 103.92 acre tract and along a portion of the east line of said 7.000 acre tract a distance of 381.68 feet to the true place of beginning;

containing 22,289 square feet (= 0.512 acre) of land more or less and being subject to all easements and restrictions of record. Of said 0.512 acre, 0.052 acre is within the public right-of-way bike path as recorded in Instrument No. 200902200022989.

March 06, 2019

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey in August, 2006 and January, 2019. Basis of bearings is the centerline of Leap Road, being S 23° 37' 07" E, as shown upon the plat entitled Leap Road Dedication and Easements, of record in Plat Book 110, Pages 53 & 54, Recorder's Office, Franklin County, Ohio and all other bearings are based upon this meridian. All 3/4" I.D. iron pipe set are 30" in length and have a plastic cap stamped "Bird & Bull, Inc."

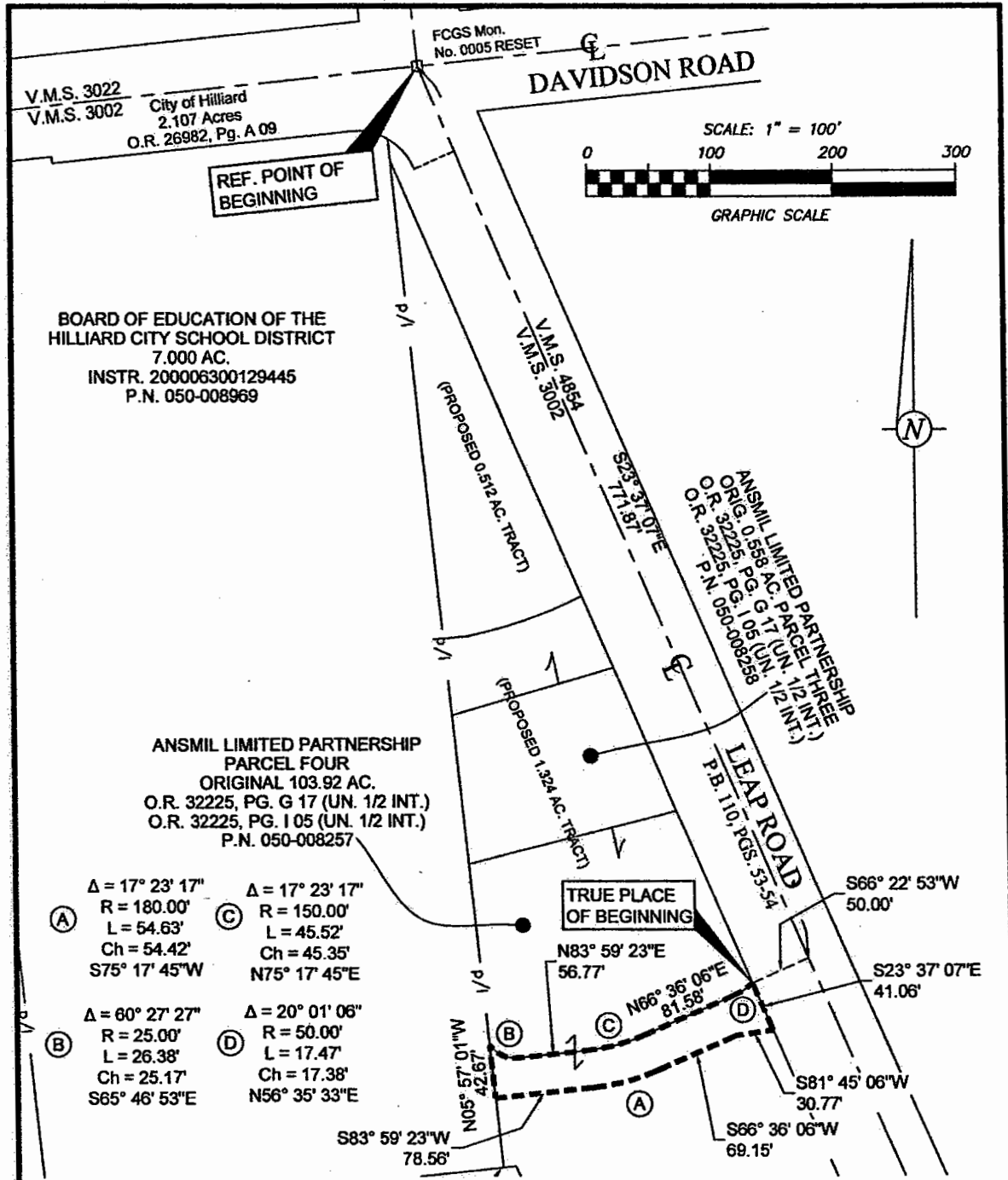
Kevin L. Baxter

Kevin L. Baxter
Ohio Surveyor #7697

3/05/19



EXHIBIT C



BOARD OF EDUCATION OF THE
HILLIARD CITY SCHOOL DISTRICT
7.000 AC.
INSTR. 200006300129445
P.N. 050-008969

ANSMIL LIMITED PARTNERSHIP
PARCEL FOUR
ORIGINAL 103.92 AC.
O.R. 32225, PG. G 17 (UN. 1/2 INT.)
O.R. 32225, PG. I 05 (UN. 1/2 INT.)
P.N. 050-008257

ANSMIL LIMITED PARTNERSHIP
PARCEL THREE
O.R. 32225, PG. G 17 (UN. 1/2 INT.)
O.R. 32225, PG. I 05 (UN. 1/2 INT.)
P.N. 050-008258

- (A) $\Delta = 17^\circ 23' 17''$
R = 180.00'
L = 54.63'
Ch = 54.42'
S75° 17' 45"W
- (B) $\Delta = 60^\circ 27' 27''$
R = 25.00'
L = 26.38'
Ch = 25.17'
S65° 46' 53"E
- (C) $\Delta = 17^\circ 23' 17''$
R = 150.00'
L = 45.52'
Ch = 45.35'
N75° 17' 45"E
- (D) $\Delta = 20^\circ 01' 06''$
R = 50.00'
L = 17.47'
Ch = 17.38'
N56° 35' 33"E

BASIS OF BEARINGS: THE CENTERLINE OF LEAP ROAD, BEING S 23° 37' 07" E, AS SHOWN UPON THE PLAT ENTITLED LEAP ROAD DEDICATION AND EASEMENTS, OF RECORD IN PLAT BOOK 110, PAGES 53 & 53, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO AND ALL OTHER BEARINGS ARE BASED UPON THIS MERIDIAN.

Access Easement
7,038 Sq. Ft. (= 0.162 Ac.)

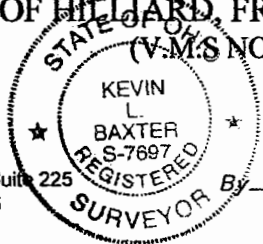
EXHIBIT FOR AN ACCESS EASEMENT
WEST FROM LEAP ROAD, SOUTH OF DAVIDSON ROAD,
CITY OF HILLIARD, FRANKLIN CO., OHIO
(V.M.S. NO. 3002)

SCALE: 1" = 100'

APRIL 30, 2019



Bird + Bull, Inc.
3500 Snouffer Road, Suite 225
Columbus, Ohio 43235



Kevin L. Baxter
Kevin L. Baxter - Ohio Surveyor No. 7697

EXHIBIT D

April 30, 2019

DESCRIPTION OF AN ACCESS EASEMENT WEST FROM LEAP ROAD, SOUTH OF DAVIDSON ROAD CITY OF HILLIARD, FRANKLIN, CO., OHIO

Situated in the State of Ohio, County of Franklin, City of Hilliard, in Virginia Military Survey No. 3002 and being an easement for access purposes through a portion of an original 103.92 acre tract of land conveyed, as Parcel Four, to Ansmil Limited Partnership by deeds of record in Official Record 32225 Page G 17 (Und. 1/2 interest) and Official Record 32225, Page I 05 (Und. 1/2 interest), all records referenced to the Recorder's Office, Franklin County, Ohio, said easement bounded and described as follows:

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thence S 23° 37' 07" E along the centerline of Leap Road and along the northeasterly line of said 2.107 acre tract a distance of 771.87 feet to a point;

thence S 66° 22' 53" W a distance of 50.00 feet to a point in the westerly right-of-way line of Leap Road, as dedicated by the plat entitled Leap Road Dedication and Easements, of record in Plat Book 110, Pages 53 & 54 and at the true place of beginning for the easement herein intended to be described;

thence S 23° 37' 07" E along the westerly right-of-way line of Leap Road a distance of 41.06 feet to a point;

thence crossing a portion of said original 103.92 acre tract the following ten (10) courses;

1. S 81° 45' 06" W a distance of 30.77 feet to a point;
2. S 66° 36' 06" W a distance of 69.15 feet to a point of curvature;
3. westerly and with a curve to the right, data of which is: radius = 180.00 feet, and delta = 17° 23' 17", arc length = 54.63 feet, a chord distance of 54.42 feet bearing S 75° 17' 45" W to the point of tangency;
4. S 83° 59' 23" W a distance of 78.56 feet to a point in the east line of a 7.000 acre tract of land conveyed to Board of Education of the Hilliard City School District by deed of record in Instrument 200006300129445;
5. N 05° 57' 01" W and along a portion of the east line of said 7.000 acre tract a distance of 42.67 feet to a point of curvature and at the southwest corner of a 1.324 acre tract of land being conveyed partially out of said original 103.92 acre tract;
6. Easterly along the southwesterly curve of said 1.324 acre tract and with a curve to the left, data of which is: radius = 25.00 feet, and delta = 60° 27' 27", arc length = 26.38 feet, a chord distance of 25.17 feet bearing S 65° 46' 53" E to the point of tangency;
7. N 83° 59' 23" E along a southerly line of said 1.324 acre tract and along a south line of said 1.324 acre tract a distance of 56.77 feet to a point of curvature;
8. Easterly along a curved southerly line of said 1.324 acre tract and with a curve to the left, data of which is: radius = 150.00 feet, and delta = 17° 23' 17", arc length = 45.52 feet, a chord distance of 45.35 feet bearing N 75° 17' 45" E to the point of tangency;
9. N 66° 36' 06" E along a southerly line of said 1.324 acre tract a distance of 81.58 feet to a point of curvature;

April 30, 2019

10. northeasterly along a curved southerly line of said 1.324 acre tract and with a curve to the left, data of which is: radius = 50.00 feet, and delta = $20^{\circ} 01' 06''$, arc length = 17.47 feet, a chord distance of 17.38 feet bearing $N 56^{\circ} 35' 33'' E$ to the true place of beginning;

containing 7,038 square feet (= 0.162 acre) of land more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey in August, 2006 and January, 2019. Basis of bearings is the centerline of Leap Road, being $S 23^{\circ} 37' 07'' E$, as shown upon the plat entitled Leap Road Dedication and Easements, of record in Plat Book 110, Pages 53 & 54, Recorder's Office, Franklin County, Ohio and all other bearings are based upon this meridian.

Kevin L. Baxter 4/30/19

Kevin L. Baxter
Ohio Surveyor #7697



