

ORDINANCE NO. 20-006

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH NORTHPOINT DEVELOPMENT, LLC.; AND DECLARING AN EMERGENCY

WHEREAS, the City desires to induce development of industrial property along Bixby and Rager Road; and

WHEREAS, this Council previously adopted Resolution 19-024 creating the Route 33 North Community Reinvestment Area which includes property proposed to be developed by Northpoint Development LLC; and

WHEREAS, this Council is currently considering an ordinance authorizing the City to enter into a Community Reinvestment Area agreement with Northpoint Development, LLC to induce industrial development on a site at Bixby and Rager Road; and

WHEREAS, this Council desires to enter into a development agreement with the developers of certain parcels within in the Route 33 North CRA which will make public water and sanitary sewer lines available with an adequate capacity to benefit the future Northpoint Development, LLC parcels and other parcels in the Route 33 North CRA area, that will substantially benefit the welfare of the community;

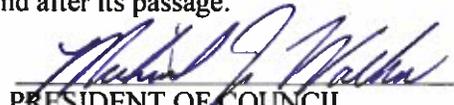
NOW THEREFORE BE IT ORDAINED BY THE CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO AS FOLLOWS:

Section 1: That Council hereby authorizes and directs the Mayor to enter into a Development Agreement with Northpoint Development, LLC, in a form acceptable to the Director of Law and with terms and conditions substantially similar to the Development Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the City of Canal Winchester, Franklin County, Ohio.

Section 3: That this ordinance hereby is declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reasons set forth in the preamble hereto; wherefore, this ordinance shall take effect and be in force from and after its passage.

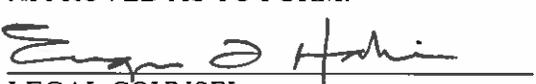
DATE PASSED 3-2-2020


PRESIDENT OF COUNCIL

ATTEST Audra DiDio
CLERK OF COUNCIL


MAYOR

DATE APPROVED 3-4-2020

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Audra DiDio
Clerk of Council

DEVELOPMENT AGREEMENT

This Development Agreement (“the Agreement”) is made and entered into effective this ___ day of _____, 2020 (the “Effective Date”) by and between **the City of Canal Winchester, Ohio** (the “City”), and **NorthPoint Development, LLC**, a Missouri limited liability company (“NorthPoint”) (collectively, being referred to as the “Parties”, and each being individually referred to as a “Party”), under the circumstances summarized in the following recitals.

RECITALS:

A. Canal Winchester Industry and Commerce Corporation, an Ohio non-profit corporation (“CWICC”) owns the real property in Franklin County (the “Property”), which Property is further described and depicted on Exhibit A which is attached hereto and incorporated herein by reference.

B. CWICC and NorthPoint have entered into a Real Estate Sale Contract dated June 17, 2019, as amended by that certain First Amendment to Real Estate Sale Contract dated March 18, 2019, that certain Second Amendment to Real Estate Sale Contract dated May 9, 2019 (the “Second Amendment”), that certain Third Amendment to Real Estate Sale Contract dated June 6, 2019, and that certain Fourth Amendment to Real Estate Sale Contract dated January 10, 2020 (collectively, the “Contract”).

C. Upon acquisition of the Property, NorthPoint desires to develop the Property by constructing thereupon an industrial development, which is currently designed to include two (2) approximately 435,000 square foot buildings and supporting infrastructure (collectively, the “Project”), which Project will create jobs and employment opportunities and further commerce within the City.

D. In connection with the construction of the Project, and in accordance with the obligations between CWICC and NorthPoint under Section 5 of the Second Amendment to the Contract, the Parties desire to provide for the construction and/or implementation of certain public infrastructure improvements (collectively, the “Public Infrastructure”, which Public Infrastructure is further described in Section 3 and described and depicted on Exhibit B which is attached hereto and incorporated herein by reference). The Parties each agree that the Public Infrastructure, once constructed, will directly benefit the Property and the Project, and will provide a benefit for the residents and businesses of the City.

E. The Parties desire to execute this Agreement to provide for the construction of the Public Infrastructure and the payment of the related costs and to facilitate the construction of the Project.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, agree and obligate themselves as follows:

Section 1. General Agreement. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this

Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, construction, acquisition and installation of the Public Infrastructure and the Project.

Section 2. City's Utility Improvements. Subject to the terms herein, the City agrees to construct, or cause to be constructed (in cooperation with such other party or parties as may be determined by the City), an extension of water and sanitary sewer service to the Property in accordance with the Scope of Work attached hereto as Exhibit B (the "City's Utility Improvements"). The City shall commence the City's Work as soon as possible after the date that NorthPoint has obtained all necessary permits for and has commenced construction of the Project (which shall be deemed to occur upon NorthPoint obtaining permits for and commencing grading in support of the Project). NorthPoint shall notify the City in writing once these conditions have been satisfied. The City agrees, upon Northpoint commencing Work, subject to an Unforeseeable Delay as described in Section 8 below, to diligently pursue construction and completion of the City's Utility Improvements not later than one hundred eighty (180) days following the commencement thereof. The City's Utility Improvements shall be completed at the City's sole cost and expense.

Section 3. City's Easements. NorthPoint shall grant to the City a permanent easement ten (10) feet in width over the location of the City's Utility Improvements upon the Property to facilitate the construction and maintenance of the City's Work (the "City's Permanent Easement"). The City's Easement is further described and depicted on Exhibit C which is attached hereto and incorporated herein by reference. NorthPoint agrees to provide such temporary construction easements as may be reasonably required by the City to accommodate the construction of the City Infrastructure; *provided* that such easements do not unduly interfere with the construction of the Project (the "City's Construction Easements", and collectively with the City's Permanent Easement, the "City's Easements"). Upon such time as NorthPoint has satisfied the conditions necessary for the City to commence the City's Work under Section 2 above, NorthPoint, at no charge, shall execute and deliver the Easement substantially in the form attached hereto as Exhibit D evidencing the grant of the City's Easements. NorthPoint acknowledges that any delay in the conveyance of the City's Easements may cause a commensurate delay in the completion of the City's Work. The City shall record the Easement within a commercially reasonable period of time after its execution and delivery to the City by NorthPoint.

Section 4. Condition Precedent. The Parties hereby acknowledge and agree that the commencement of construction of the Project by NorthPoint (as defined in Section 2) is a condition precedent to all other duties of the City under this Agreement. If such does not occur on or before December 31, 2021, this Agreement and all of the benefits and obligations therein are null and void.

Section 5. Estoppel Certificate. Upon request of NorthPoint, the City shall execute and deliver to NorthPoint or any proposed purchaser, mortgagee or lessee of any parcel of the Property, a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that NorthPoint is not in default under any of the terms, covenants or conditions of the Agreement, or, if NorthPoint is in default, specifying same; and (c) such other matters as NorthPoint may reasonably request.

Section 6. Representations and Covenants of the Parties. The Parties hereby represent and warrant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to it, and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound. The Parties further represent and warrant that his Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms

Section 7. Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party to this Agreement, or any successor to such party, such party (or successor) shall, within 45 days of receipt of written notice from any other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs and all expenses, (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled

Section 8. Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. The party seeking the benefit of the provisions of this subsection shall, within 15 calendar days after actual notice of any such unforeseeable delay, have first notified the other party of such unforeseeable delay in writing, and of the cause or causes of the unforeseeable delay.

Section 9. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and its beneficiaries, successors and assigns, including successive as well as immediate successors and assigns.

Section 10. Agreement Binding on Parties; No Personal Liability; County Consents. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, official, officer, agent, or employee of either Party in other than their official capacity or

Attn: Evan Fitts

Section 13. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 14. Severability and Cooperation Clause. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, resolution or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect. If the terms of this Agreement, or any amendment or amendments to any provision of any laws that are required to be enacted or amended as a consequence of this Agreement, are challenged by either referendum or administrative appeal to the courts or such other legal or equitable remedies sought by those who may oppose this Agreement, the parties agree to cooperate with each other to uphold the validity and enforceability of this Agreement. This cooperation clause only pertains to decisions relating to this Agreement, and this cooperation clause cannot be used to attempt to force the City to override other legislative or administrative decisions relating to the Project.

Section 15. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 16. Governing Law and Choice of Forum. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each of the Parties irrevocably consents to the jurisdiction of any state court located within Franklin County, Ohio, in connection with any matter based upon or arising out of this Agreement, agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and waived and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

Section 17. Assignments. NorthPoint agrees not to assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, NorthPoint may assign this Agreement without the City's consent to (i) any entity with which NorthPoint is affiliated (i.e., controls, is controlled by, or is under common control with), and (ii) NP Canal Winchester, LLC, a Delaware limited liability company. Without limiting the foregoing, any entity managed by NPD Management, LLC shall be deemed affiliated with NorthPoint.

(Remainder of page intentionally left blank – Signatures Follow)

As evidence of their intent to be bound by this Agreement, the authorized representatives of each of Party have executed this Agreement for and on behalf of the Party as of the Effective Date.

THE CITY OF CANAL WINCHESTER, OHIO

By: _____

Name: _____

Title: _____

Date: _____

NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company

By: _____

Nathaniel Hagedorn, Manager

Date: _____

EXHIBITS:

A – Property

B – City’s Utility Improvements—Scope of Work

C – City’s Easement--location

D – City’s Easement—form

EXHIBIT A
THE PROPERTY

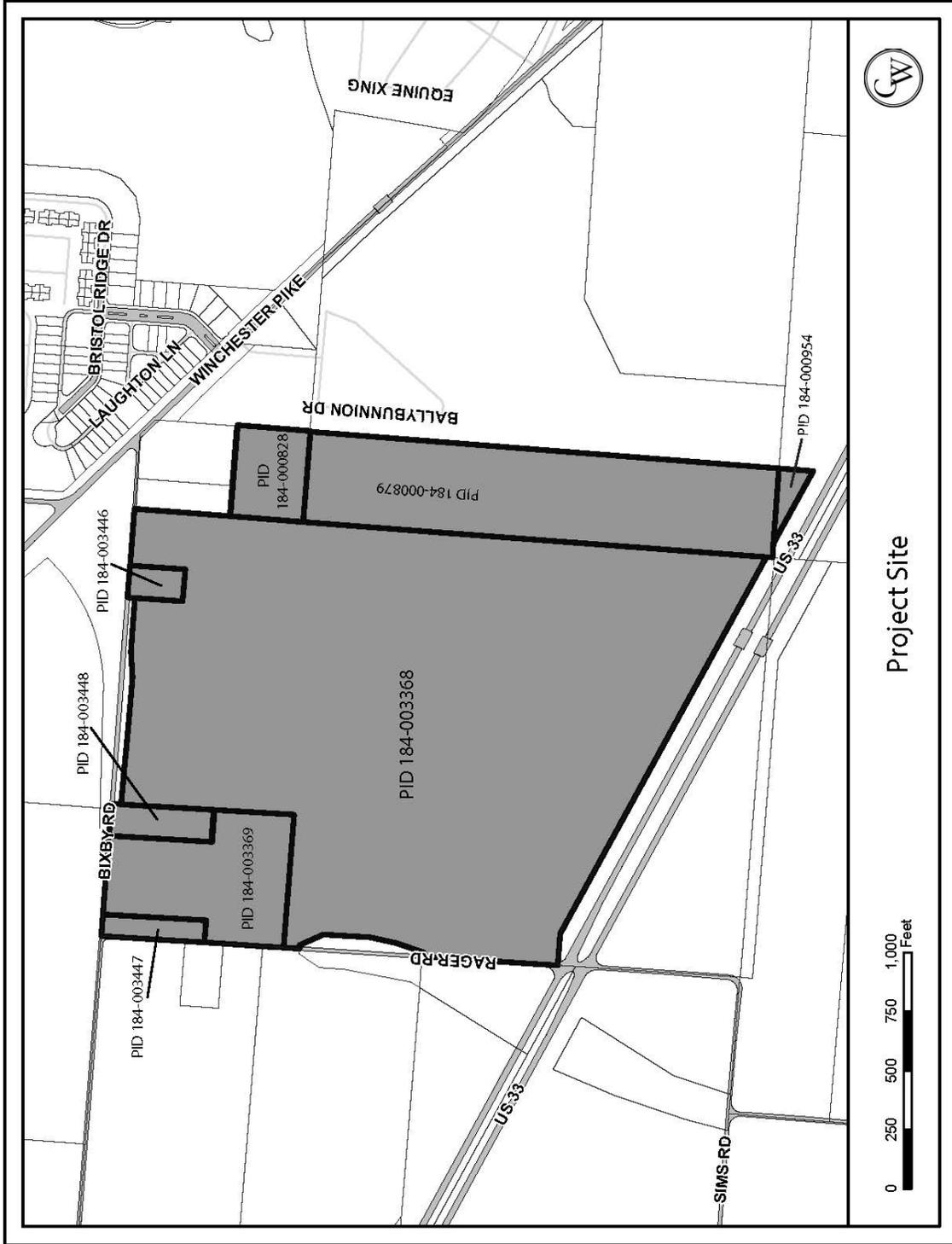


EXHIBIT B

CITY'S UTILITY WORK—SCOPE OF WORK

- 12" water main line
- 15" and 8" sanitary sewer lines
- Any deviations to the foregoing approved by NorthPoint in its reasonable discretion.

EXHIBIT C

Easement Descriptions

January 13, 2020

**DESCRIPTION OF A UTILITY EASEMENT
ALONG AND EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in the northeast quarter of Section 23 and in the northwest and southwest quarters of Section 24, Township 11 North, Range 21 West, Congress Lands and being an easement, for utility purposes, through a portion of a 110.244 acre tract of land conveyed to _____, by deed of record in Instrument No. _____, said easement bounded and described as follows:

Beginning at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 32.96 feet to a point;

thence crossing a portion of said 110.244 acre tract the following eight (8) courses:

1. S 86° 19' 20" E a distance of 70.03 feet to a point;
2. S 03° 40' 40" W a distance of 65.00 feet to a point;
3. N 86° 19' 20" W a distance of 49.25 feet to a point;
4. S 03° 40' 40" W a distance of 330.51 feet to a point;
5. S 59° 03' 41" E a distance of 694.34 feet to a point;
6. S 61° 29' 09" E a distance of 1235.23 feet to a point;
7. S 39° 14' 05" E a distance of 183.02 feet to a point;
8. S 61° 44' 05" E a distance of 272.48 feet to a point in an east line of said 110.244 acre tract and in a west line of a 41.990 acre tract of land conveyed to The Mountain Agency, LLC, by deed of record in Instrument No. 201110030124958;

thence S 04° 29' 47" W along a portion of an east line of said 110.244 acre tract and along a portion of a west line of said 41.990 acre tract a distance of 32.78 feet to a point;

thence crossing a portion of said 110.244 acre tract the following four (4) courses:

1. N 61° 44' 05" W a distance of 291.66 feet to a point;
2. N 39° 14' 05" W a distance of 183.09 feet to a point;
3. N 61° 29' 09" W a distance of 1,229.96 feet to a point;
4. N 59° 03' 41" W a distance of 713.27 feet to a point in the east right-of-way line of Rager Road (40 feet in width this section);

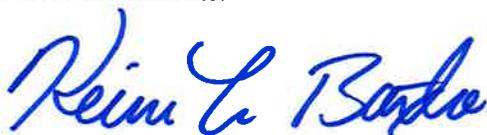
thence N 03° 40' 40" E crossing a portion of said 110.244 acre tract and along the east right-of-way line of Rager Road a distance of 382.16 feet to the place of beginning;

containing 2.003 acres of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and fifty (50) feet easterly of the entire easterly lines of said above described permanent easement and along, adjacent to and fifty (50) feet northerly of the entire northerly lines of said above described permanent easement;

containing 3.199 acres of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of Bird + Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House research, in December, 2019. Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.



Kevin L. Baxter ~ Ohio Surveyor #7697

01/13/2020



January 13, 2020

**DESCRIPTION OF A SANITARY SEWER EASEMENT
ALONG AND EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of canal Winchester, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being an easement twenty (20) feet in width, for sanitary sewer purposes, through a portion of a 110.244 acre tract of land conveyed to _____, by deed of record in Instrument No. _____, said easement bounded and described as follows:

Beginning, for reference, at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 129.77 feet to a point;

thence N 10° 16' 09" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 100.35 feet to a point at the true place of beginning of the easement herein intended to described;

thence N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 22.00 feet to a point;

thence S 85° 15' 15" E crossing a portion of said 110.244 acre tract a distance of 865.65 feet to a point;

thence S 04° 44' 45" W crossing a portion of said 110.244 acre tract a distance of 20.00 feet to a point;

thence N 85° 15' 15" W crossing a portion of said 110.244 acre tract a distance of 845.48 feet to a point;

thence S 04° 15' 50" W crossing a portion of said 110.244 acre tract a distance of 194.27 feet to a point;

thence N 86° 19' 20" W crossing a portion of said 110.244 acre tract a distance of 20.00 feet to a point;

thence N 04° 15' 50" E crossing a portion of said 110.244 acre tract a distance of 214.65 feet to the true place of beginning;

containing 21,201 square feet (= 0.487 acre) of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and fifty (50) feet southerly of the entire south line of said above described permanent easement and along, adjacent to and fifty (50) feet easterly of the entire east line (the leg closest to Rager Road) of said above described permanent easement; containing 1.150 acres of land, more or less.

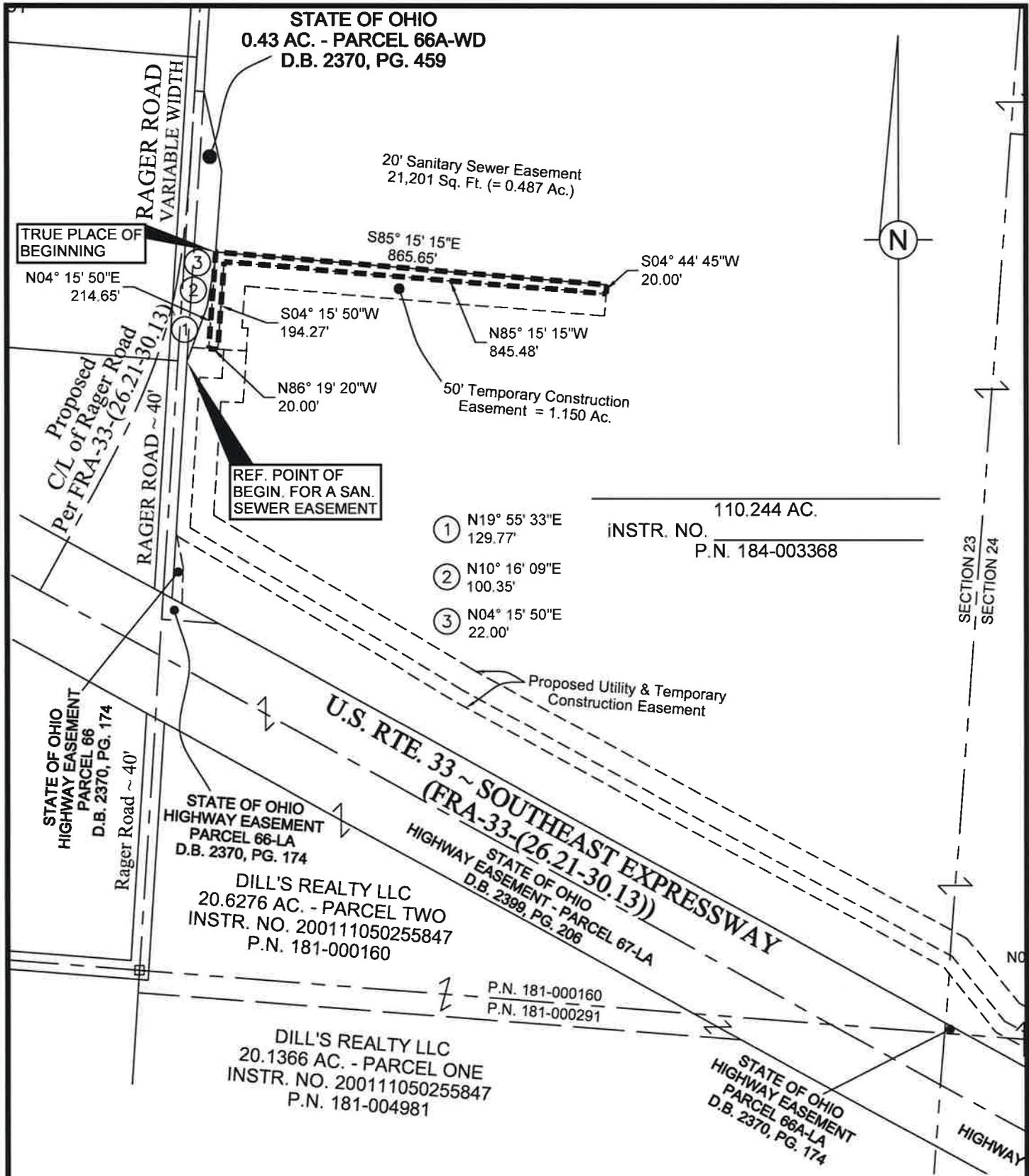
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Kevin L. Baxter

01/13/2020

Kevin L. Baxter ~ Ohio Surveyor #7697

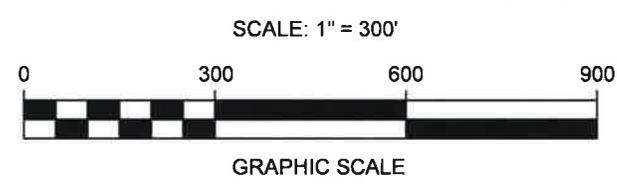




110.244 AC.
 INSTR. NO. _____
 P.N. 184-003368

- ① N19° 55' 33"E
129.77'
- ② N10° 16' 09"E
100.35'
- ③ N04° 15' 50"E
22.00'

BASIS OF BEARINGS: The Centerline of U.S. Rte. 33 ~ Southeast Express (FRA-33-(26.21-30.13)), being N 61° 15' 01" W between Franklin County Engineer's Monuments 10-693 & 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments



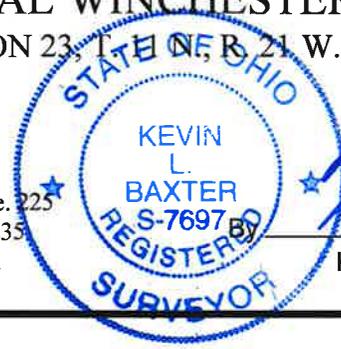
**EXHIBIT OF A SANITARY SEWER EASEMENT
 EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33
 CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO
 (SECTION 23, T. 11 N., R. 21 W., CONGRESS LANDS)**

SCALE: 1" = 300'

JANUARY 13, 2020



3500 Snouffer Road, Ste. 225
 Columbus, Ohio 43235
 Ph: (614) 761-1661



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

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January 13, 2020

**DESCRIPTION OF A WATERLINE EASEMENT
EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of canal Winchester, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being an easement twenty (20) feet in width, for waterline purposes, through a portion of a 110.244 acre tract of land conveyed to _____, by deed of record in Instrument No. _____, said easement bounded and described as follows:

Beginning, for reference, at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 129.77 feet to a point;

thence N 10° 16' 09" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 100.35 feet to a point;

thence N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 51.87 feet to a point at the true place of beginning of the easement herein intended to described;

thence continuing N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 20.00 feet to a point;

thence crossing a portion of said 110.244 acre tract the following fifteen (15) courses:

1. S 85° 18' 08" E a distance of 108.65 feet to a point;
2. N 04° 41' 52" E a distance of 9.51 feet to a point;
3. S 85° 15' 15" E a distance of 12.00 feet to a point;
4. S 04° 41' 52" W a distance of 9.50 feet to a point;
5. S 85° 18' 08" E a distance of 339.00 feet to a point;
6. N 04° 41' 52" E a distance of 9.22 feet to a point;
7. S 85° 15' 15" E a distance of 12.00 feet to a point;
8. S 04° 41' 52" W a distance of 9.21 feet to a point;
9. S 85° 18' 08" E a distance of 407.00 feet to a point;
10. N 04° 41' 52" E a distance of 3.00 feet to a point;
11. S 85° 15' 15" E a distance of 10.00 feet to a point;
12. S 04° 41' 52" W a distance of 3.00 feet to a point;
13. S 85° 18' 08" E a distance of 4.00 feet to a point;
14. S 04° 27' 43" W a distance of 20.00 feet to a point;
15. N 85° 18' 08" W a distance of 892.58 feet to the true place of beginning;

containing 18,107 square feet (= 0.416 acre) of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and thirty (30) feet southerly of the entire south line of said above described permanent easement;

containing 26,991 square feet (= 0.620 acre) of land, more or less.

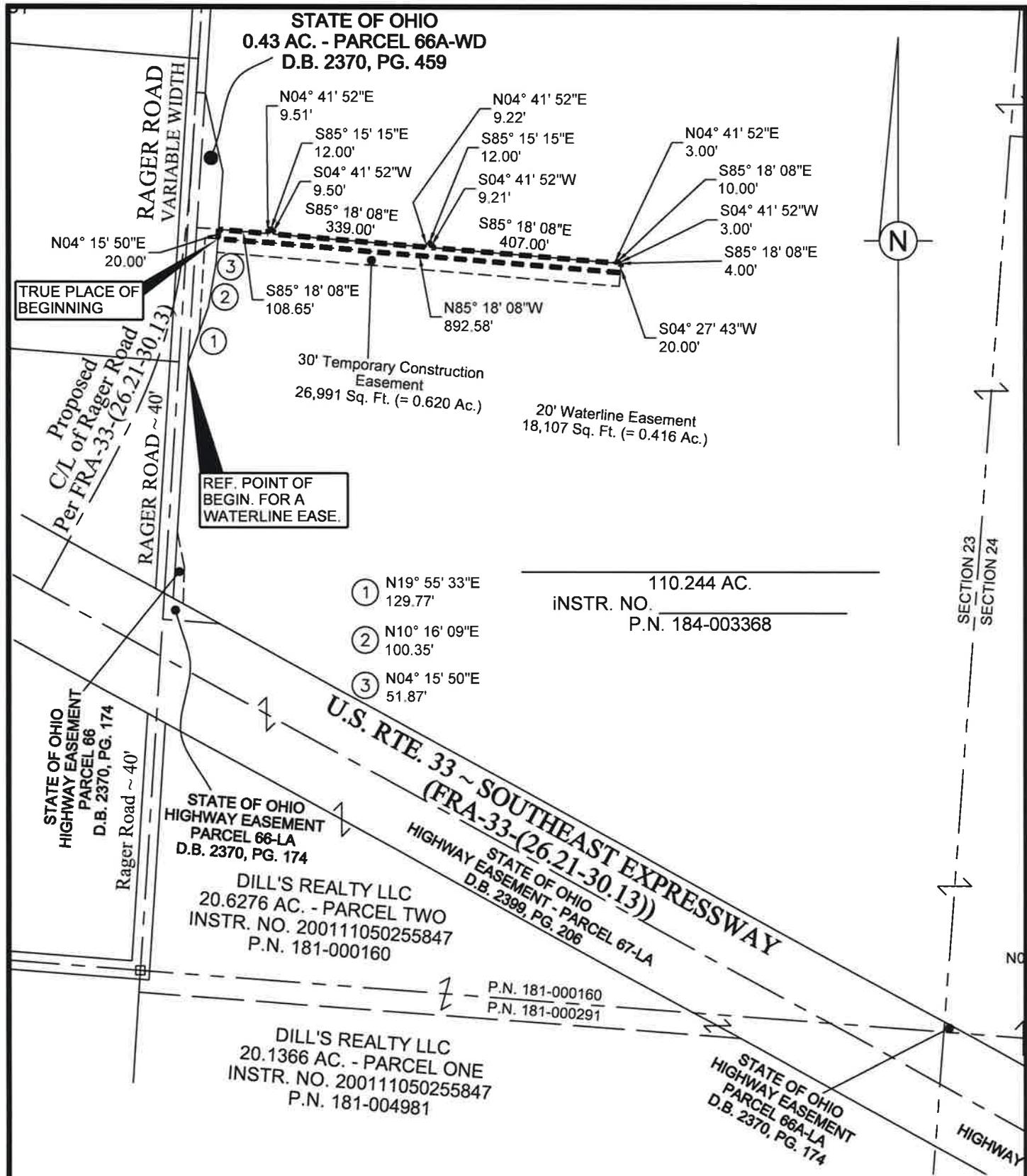
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Kevin L. Baxter

Kevin L. Baxter ~ Ohio Surveyor #7697



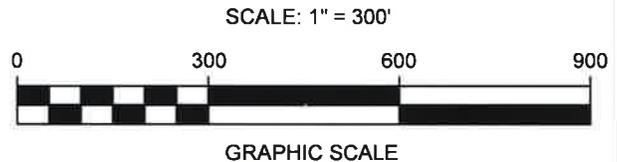
18-105/CW Water Easement



- ① N19° 55' 33"E
129.77'
- ② N10° 16' 09"E
100.35'
- ③ N04° 15' 50"E
51.87'

110.244 AC.
INSTR. NO. _____
P.N. 184-003368

BASIS OF BEARINGS: The Centerline of U.S. Rte. 33 ~ Southeast Express (FRA-33-(26.21-30.13)), being N 61° 15' 01" W between Franklin County Engineer's Monuments 10-693 & 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments



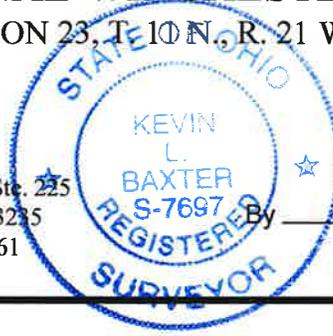
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EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO
(SECTION 23, T. 10 N., R. 21 W., CONGRESS LANDS)**

SCALE: 1" = 300'

JANUARY 13, 2020



3500 Snouffer Road, Ste. 225
Columbus, Ohio 43225
Ph: (614) 761-1661



Kevin L. Baxter
By _____
Kevin L. Baxter ~ Ohio Surveyor No. 7697

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EXHIBIT D

DEED OF EASEMENT

NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company (hereinafter “Grantor”), who owns the property described in Exhibit A attached hereto (“Grantor’s Property”) pursuant to the deed recorded at Instrument Number _____ in the Franklin County, Ohio, Recorder’s Office, in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by the CITY OF CANAL WINCHESTER, an Ohio municipal corporation (hereinafter “Grantee”), receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, GRANT AND CONVEY to Grantee, its successors and assigns forever, permanent easements on, over, through, under, and across Grantor’s Property: (i) to construct, install, operate, repair, replace, relocate, inspect and maintain water lines, together with all appurtenances incidental thereto, including but not limited to hydrants in the locations set forth on Exhibit B (the “Water Line Easement”), (ii) to construct, install, operate, repair, replace, relocate, inspect and maintain sanitary sewer lines, and tributary connections and appurtenant work in any part in the location set forth on Exhibit C (the “Sewer Line Easement”); and (iii) to construct, install, operate, repair, replace, relocate, inspect and maintain utility lines, which utilities may include natural gas, electric, water, storm sewer, sanitary sewer, internet, cable television, fiber optics, and telephone services in the location set forth on Exhibit D (the “Utility Easement Area”). The Water Line Easement Area, Sewer Line Easement Area and Utility Easement Area are at times collectively referred to as the “Easement Areas”. Grantor also grants and conveys to Grantee temporary construction easements as shown on Exhibits B, C, and D respectively. In addition, Grantor grants and conveys to grantee the right of ingress and egress at all reasonable times for the purposes aforesaid, on, over, through, under and across the Grantor’s Property to the Easement Areas.

To have and to hold said easements and rights-of-way, with all of the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The easement granted hereby includes the right to trim and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and maintenance of said line, within the limits of the Easements.

The Grantee, its successors and assigns, shall have the right of ingress and egress from the site occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. The Grantor shall have

the right to use the Easement Areas for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.

The consideration herein mentioned includes total compensation for grant of the easements and rights-of-way and for all damage caused by construction, installation, operation, repair, replacement, relocation, inspection and maintenance within the easement, provided however, that the Grantee, its successors and assigns, shall restore all property, including fences, except buildings or other structures, within the Easement Areas, to its original condition insofar as practicable, after entering upon said premises for any of the purposes herein set forth, including construction, repair, maintenance, replacement, relocation, operation, inspection and maintenance of all facilities and improvements of the Grantee, its successors and assigns, located within such Easement Areas and rights-of-way; provided, however, that Grantee shall have no obligation to restore paving, lighting, landscaping, drainage, or other improvements installed in the Easement Areas by Grantor subsequent to this grant of easement.

Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this _____ day of _____, 2020.

NORTHPOINT DEVELOPMENT, LLC

By: _____

Its: _____

STATE OF _____

COUNTY OF _____, SS:

Before me, a Notary Public, personally appeared _____, an authorized representative of NorthPoint Development, LLC, who acknowledged the signing of the foregoing instrument to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2020.

Notary Public

This instrument prepared by: James S. Gray, Esq., Frost Brown Todd LLC, 10 W. Broad Street, Ste. 2300, Columbus, Ohio 43215