

**RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (“**Agreement**”) dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between STAG Gahanna, LLC, a Delaware limited liability company (together with its successors and assigns, “**STAG**”), and the City of Gahanna, a Municipal Corporation (together with its successors and assigns, “**Gahanna**”, together with STAG sometimes herein collectively, the “**Parties**”).

**RECITALS**

- A. STAG is the owner of certain property located in Gahanna, Franklin County, Ohio, more particularly described in **Exhibit A** attached hereto and made a part hereof (“**STAG Real Estate**”);
- B. Gahanna is the owner of certain property located in Gahanna, Franklin County, Ohio, more particularly described in **Exhibit B** attached hereto and made a part hereof (“**Gahanna Real Estate**”);
- C. The Parties desire to grant each other certain easements over one another’s land, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereby agree as follows:

- 1. **Recitals**. The foregoing recitals are true, accurate, and complete statements of fact and are hereby incorporated into and made a part of this Agreement.
- 2. **Grant of Easement for Benefit of Gahanna**. STAG hereby grants to Gahanna, its employees, agents, contractors, subcontractors, suppliers, invitees, licensees, tenants, successors, and assigns, a perpetual, non-exclusive right and easement for pedestrian and vehicular ingress and egress over a portion of the STAG Real Estate more particularly described in **Exhibits C & D** attached hereto and made a part hereof (“**Bricklawn Avenue Easement**”).
- 3. **Grant of Easement for Benefit of STAG**. Gahanna hereby grants to STAG, its employees, agents, contractors, subcontractors, suppliers, invitees, licensees, tenants, successors, and assigns, a perpetual, non-exclusive right and easement for ingress and egress and the parking of motor vehicles, trailers, vans and ancillary and associated use related thereto, on a portion of the Gahanna Real Estate more particularly described in **Exhibits E & F** attached hereto and made a part hereof (“**Lot 22 Parking Easement**”, together with the **Bricklawn Avenue Easement**, sometimes herein collectively referred to as the “**Easement Areas**”).

4. No Construction in the Easement Areas. Subject to the rights herein granted to the Parties, each of the Parties reserve the right to use and enjoy the land included within the Easement Areas; provided, however, no buildings, structures, equipment, machinery or other types of improvements or property of a permanent nature, shall be located on or maintained within the Easement Areas, unless the improvement is a Capital Improvement intended to repair or improve Leavitt Service Road, or Bricklawn Avenue.

5. Maintenance. Each of the Parties shall, at their sole cost and expense, maintain or cause to be maintained their individual Easement Area and shall keep the same in good condition and repair. For purposes of this Section, the term “maintenance” shall be deemed to include repairing and surfacing the applicable Easement Area and removing brush, leaves and tree limbs, pruning trees and snow removal along the applicable Easement Area, all as may be reasonably required for the proper use of said Easement Area. Maintenance shall be deemed to be “reasonably required” if it would be customary practice for public streets and ways in the City of Gahanna, Ohio of similar materials character, width, and usage, to be so maintained.

6. Insurance. Upon execution of this Agreement, the Parties agree to obtain, maintain and provide evidence of (a) Commercial General Liability Insurance including Property Damage, Bodily Injury and Contractual Liability Insurance subject to standard insurance carrier exclusions, in the amount of no less than One Million Dollars (\$1,000,000) per occurrence with a combined single limit of liability of Two Million Dollars (\$2,000,000); (b) Auto Liability Insurance, including Bodily Injury and Property Damage in the amount of One Million Dollars (\$1,000,000) each accident; and (c) Worker’s Compensation Insurance to comply with the applicable laws of the State of Ohio. Each party shall be responsible for insurance coverage pertaining to their real property.

7. Indemnification.

- a. STAG shall be fully responsible for and agrees to indemnify, defend and hold Gahanna safe and harmless from and against any claim, loss, damage, cause of action, liability, judgment, cost or expense (including, without limitation, reasonable attorneys’ fees) to the extent arising from: (i) bodily injury (including, without limitation, death) suffered by STAG or Gahanna, or any of their respective employees, agents, contractors, subcontractors, suppliers, tenants, licensees or invitees, arising from the negligence, gross negligence, or willful misconduct of STAG and/or its employees, agents, contractors, subcontractors, suppliers, tenants, licensees or invitees; and (ii) any damage to the real or personal property of STAG or Gahanna, or any of their respective employees, agents, contractors, subcontractors, suppliers, tenants, licensees or invitees, arising out of ST AG’s breach of its obligations set forth in this Agreement and/or caused by the negligence, gross negligence, or willful misconduct of STAG and/or its employees, agents, contractors, subcontractors, suppliers, tenants, licensees or invitees.
- b. Gahanna shall be fully responsible for and agrees to indemnify, defend and hold STAG safe and harmless from and against any claim, loss, damage, cause of action, liability, judgment, cost or expense (including, without limitation, reasonable attorneys’ fees) to the extent arising from: (i) bodily injury (including, without limitation, death) suffered by STAG or Gahanna, or any of their respective employees, agents,

contractors, subcontractors, suppliers, tenants, licensees or invitees, arising from the negligence, gross negligence, or willful misconduct of Gahanna and/or its employees, agents, contractors, subcontractors, suppliers, tenants, licensees or invitees; and (ii) any damage to the real or personal property of STAG or Gahanna, or any of their respective employees, agents, contractors, subcontractors, suppliers, tenants, licensees or invitees, arising out of Gahanna's breach of its obligations set forth in this Agreement and/or caused by the negligence, gross negligence, or willful misconduct of Gahanna and/or its employees, agents, contractors, subcontractors, suppliers, tenants, licensees or invitees.

8. Breach; Remedies. Upon a breach of this Agreement by any party hereto, in addition to any other remedy set forth herein, the non-breaching party may pursue any remedy available at law or in equity. Notwithstanding anything in this Agreement to the contrary, nothing herein is intended to, nor shall it, prevent the parties from seeking injunctive relief at any time as may be available under law or equity. The remedies of the non-breaching party shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided at equity or by law. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees.

9. Waiver. It is covenanted and agreed that no waiver at any time of the provisions hereof by either party shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of either party to or for any action by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the party's consent or approval to or of any subsequent similar act by the other party.

10. Notices. Any notice, request, demand, or other document required or permitted to be given under this Agreement shall be in writing and be deemed to have been given when (a) received, if delivered and given in person, (b) on the date of delivery if sent by: (i) nationally recognized overnight mail carrier, such as FedEx; or (ii) United States mail, postage prepaid, certified and return receipt requested, and addressed as follows:

To STAG:                   STAG Gahanna, LLC  
                                  c/o STAG Industrial, Inc.  
                                  One Federal Street, 23<sup>rd</sup> Floor  
                                  Boston, MA 02110  
                                  Attn: Office of the General Counsel

To Gahanna:               City of Gahanna  
                                  Attn: Robert S. Priestas, P.E.  
                                  200 S. Hamilton Road  
                                  Gahanna, OH 43230

with a copy to:           Shane Ewald, City Attorney  
                                  200 S. Hamilton Rd.  
                                  Gahanna, OH 43230

or to such other individual, entity, or address as a party may designate for itself by notice given as provided above.

11. Easement Area Title. The Parties hereto agree that STAG's and Gahanna's rights and easements created pursuant to this Agreement shall be superior in right to any and all mortgages and other encumbrances which STAG or Gahanna may have imposed or may hereafter impose on the STAG Real Estate or the Gahanna Real Estate and that to that end, STAG and Gahanna agree to obtain, on the reasonable request of the other party, a subordination of any such mortgages or other encumbrances to STAG or Gahanna's respective rights and easements set forth herein, such subordination in form and substance to be reasonably satisfactory to STAG or Gahanna as the case may be. In the event of a foreclosure sale under any mortgage that hereafter may be placed on fee title to any portion of the Easement Areas, the parts or portions so encumbered shall be sold and conveyed subject to and together with the rights, benefits, burdens, and obligations established by this Agreement.

12. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any property or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein.

13. Run With the Land. All easements, covenants and agreements as are contained in this Agreement, whether made by STAG or Gahanna shall be deemed and shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of the successors and assigns in title of the STAG Real Estate and the Gahanna Real Estate; it being understood and agreed that, from and after conveyance or transfer of the land burdened or benefited by this Agreement, the grantee or transferee shall be liable for the performance or observance of said covenants and agreements and liability of the transferor for breach of any covenant or obligation; and any indemnification obligations set forth herein, shall automatically terminate..

14. Amendment and Termination. This Agreement may be amended or terminated only by the execution and recording of a written instrument signed by STAG and Gahanna or their respective successors and assigns.

15. Interpretation. This Agreement shall be construed according to its fair meaning and without application of the rule of construction that ambiguities are to be resolved against the party with primary drafting responsibility therefor. The captions used herein, if any, are for convenience of reference only and shall not be deemed to modify or construe this Agreement.

16. Invalidity and Severability. If any provision of this Agreement or the application thereof to any person or circumstance, for any reason and to any extent, shall be held to be invalid or unenforceable, then neither the remainder of this Agreement nor the application of such provision to any other person or circumstance shall be affected thereby, but rather the same shall be enforced to the greatest extent permitted by law. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make the provision valid or enforceable; and, in its modified form, that provision shall then be enforceable and enforced.

17. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Each party consents to the jurisdiction of any federal or state court within Franklin County, Ohio and also consent to service of process by any means authorized by Ohio or federal law or any other law.

18. Authorization. Each of STAG and Gahanna hereby covenants, warrants and represents that: (a) the individual executing this Agreement on its behalf is duly authorized to execute and deliver this Agreement and grant the interests in the estates demised hereunder in accordance with the organizational documents of such party; and (b) this Agreement is binding upon such party.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

20. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

[END OF DOCUMENT – SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**STAG**

STAG Gahanna, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )

) SS:

COUNTY OF SUFFOLK )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, as \_\_\_\_\_ of STAG Gahanna, LLC, a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Signature

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**GAHANNA**

The City of Gahanna,  
a Municipal Corporation

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OHIO )

) SS:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, as \_\_\_\_\_ of The City of Gahanna, a Municipal Corporation, on behalf of the Municipal Corporation.

\_\_\_\_\_  
Notary Signature

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of STAG Real Estate**

Situated in the State of Ohio, County of Franklin and in the City of Gahanna:

Being Lot Number 20 in the Final Plat, the Industrial Zone, Section 2, as the same is numbered and delineated upon the recorded Plat thereof, of record in Plat Book 59, Page 27, Recorder's Office, Franklin County, Ohio.

Property Address: 1120 Morrison Road, Gahanna, OH

Tax ID No.: 025-006686 & 026-190709

Last Deed of Record: I.N. 2011110190133408



## **EXHIBIT B**

### **Legal Description of Gahanna Real Estate**

Situate in the State of Ohio, County of Franklin, City of Gahanna, being part of Lot No. 7 of David Taylor's Subdivision of the Third Quarter, Township 1, Range 16, United States Military Lands and being part of that original 231.05 acre tract as conveyed to Elizabeth Pizzurro of record in Deed Book 1662, Page 303, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a point on a curve in the centerline of Old Morrison Road (33 feet in width) at the northwesterly corner of that 2.82 acre tract as conveyed to McNeilus Truck and Manufacturing, Inc. of record in Deed Book 3662, Page 728;

Thence the following two (2) courses and distances along the centerline of Old Morrison Road:

- 1) Thence with a curve to the right having a radius of 1930.78 feet, a central angle of  $04^{\circ} 03' 50''$  the chord to which bears  $N 29^{\circ} 37' 20'' W$  a distance of 136.92 feet to a point of compound curvature;
- 2) Thence with a curve to the right having a radius of 577.74 feet, a central angle of  $12^{\circ} 48' 02''$  the chord to which bears  $N 21^{\circ} 11' 24'' W$  a distance of 128.81 feet to a point at the southwesterly corner of that 14.169 acre tract as conveyed to the City of Gahanna of record in Deed Book 3727, Page 393;

Thence  $N 80^{\circ} 00' 20'' E$  a distance of 639.98 feet along the southerly line of the aforesaid 14.169 acre tract to a point;

Thence  $S 08^{\circ} 49' 35'' E$  a distance of 402.77 feet crossing the aforesaid original 231.05 acre tract to a point in the northerly line of the aforesaid 2.82 acre tract;

Thence  $N 85^{\circ} 16' 14'' W$  a distance of 579.80 feet along the northerly line of the aforesaid 2.82 acre tract to the point of beginning and containing 4.521 acres, more or less, being subject to all easements, restrictions and rights-of-way of record.

Last Deed of Record: D.B. 3758, pg. 431

**BRICKLAWN AVENUE EASEMENT EXHIBIT "C"**

Situated in the State of Ohio, County of Franklin, City of Gahanna, being a strip of land over part of Lot 20 of "THE INDUSTRIAL ZONE SECTION 2 FINAL PLAT," of record in Plat Book 59, Pages 27 and 28, said Lot 20 being those premises described in the deed to Stag Gahanna, LLC, as recorded in Instrument Number 201110190133408 (record references recited herein are to those of the Recorder's Office, Franklin County, Ohio), said strip of land being more particularly described as follows:

Beginning at the northeasterly corner of Lot 22 of said Plat, being a corner of said Lot 20;

thence westerly along the line common to said Lots 20 & 22, South 80°00'20" West, 60.01 feet;

thence northerly through said Lot 20, North 8°49'35" West, 29.60 feet to a point of curvature;

thence North 54°24'38" West, 31.82 feet along the arc of a curve to the left (Delta= 91°10'05", Radius=20.00'), a chord distance of 28.57 feet to the point of tangency in the northerly line of said Lot 20, being in the southerly right-of-way line of Leavitt Service Road (34 feet in width);

thence North 80°00'20" East, along said southerly line of said Road, being said northerly line of Lot 20, a distance of 80.42 feet;

thence South 8°49'35" East, through said Lot 20, a distance of 50.01 feet returning to the 'Point of Beginning,' containing 0.071 of an acre (3091 s.f.) of land, more or less, as described from records, for easement purposes only, as described in August of 2016, by Carl E. Turner Jr., Registered Professional Surveyor No. 6702.

Subject, however, to all rights-of-way, if any, of previous record.

Bearings are referenced to that meridian used for "The Industrial Zone Section 2 Final Plat" (see P.B. 59, pg's. 27 & 28).

Terra Surveying Services, LLC



Carl E. Turner Jr.  
Professional Surveyor No. 6702  
**3 August 2017**



\* End of Description \*

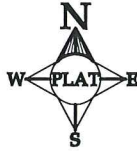
**BRICKLAWN AVENUE EASEMENT EXHIBIT "D"**  
**"THE INDUSTRIAL ZONE SECTION 2 FINAL PLAT"**  
 CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

PREPARED EXCLUSIVELY FOR:  
 CITY OF GAHANNA, OHIO

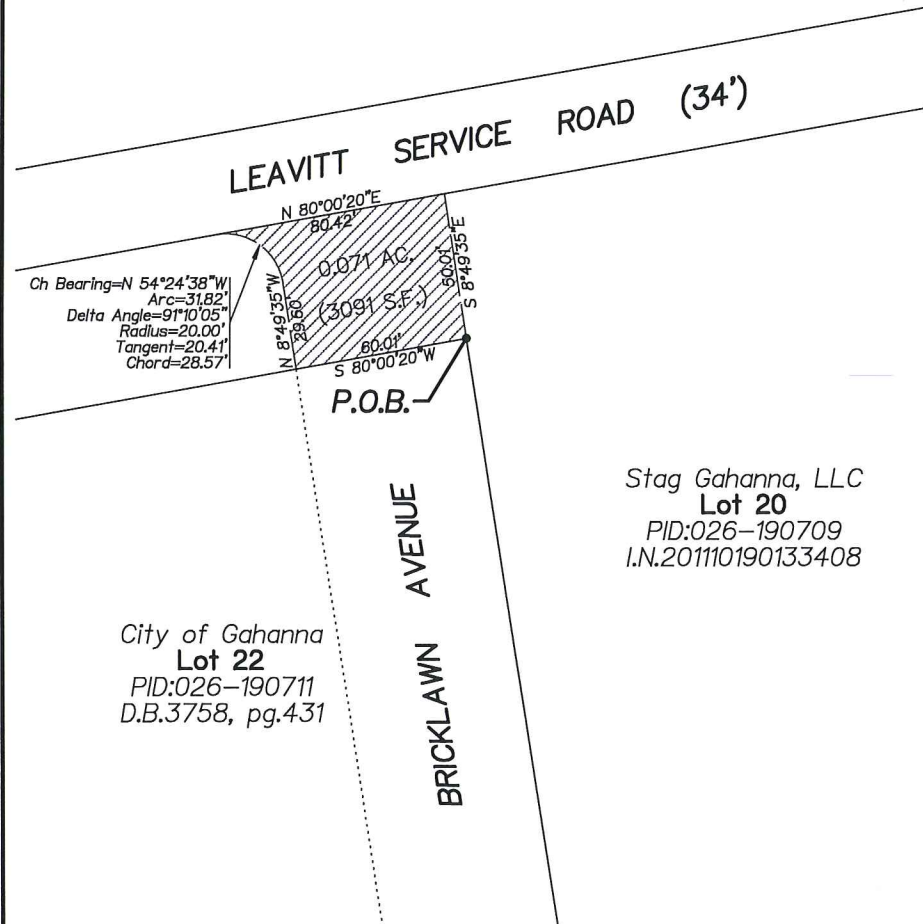
3 AUGUST 2017

PLAT BOOK 59, PAGE 27 & 28  
 INSTRUMENT NO. 20110190133408

**BASIS OF BEARINGS:** Bearings are referenced to that meridian used for "The Industrial Zone Section 2 Final Plat (see P.B.59, pg.s.27 & 28).



Kahiki Foods, Inc.  
**Lot 23**  
 PID:026-190712  
 I.N.201005030053548  
 I.N.201008030098249

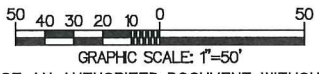


City of Gahanna  
**Lot 22**  
 PID:026-190711  
 D.B.3758, pg.431

Stag Gahanna, LLC  
**Lot 20**  
 PID:026-190709  
 I.N.20110190133408



**SURVEYOR'S STATEMENT:**  
 We Hereby Declare that the attached plat was prepared from records only, and does not represent a Boundary Survey, and has been prepared for easement purposes only.



NOT AN AUTHORIZED DOCUMENT WITHOUT EMBOSSED OVER BLUE INK SURVEYOR'S SEAL

**LOT 22 PARKING EASEMENT EXHIBIT "E"**

Situated in the State of Ohio, County of Franklin, City of Gahanna, being a strip of land over part of Lot 22 of "THE INDUSTRIAL ZONE SECTION 2 FINAL PLAT," of record in Plat Book 59, Pages 27 and 28, said Lot 22 being part of those lands described in the deed to the City of Gahanna, as recorded in Deed Book 3758, Page 431 (record references recited herein are to those of the Recorder's Office, Franklin County, Ohio), said strip of land being more particularly described as follows:

Commencing at the northeasterly corner of said Lot 22, being a corner of Lot 20 of said Plat;

thence westerly along the line common to said Lots 20 & 22, South 80°00'20" West, 42.00 feet to the **TRUE POINT OF BEGINNING:**

thence southerly through said Lot 22, South 8°43'50" East, 300.50 feet to the southerly line of said Lot 22, being the northerly line of Lot 21 of said Plat;

thence westerly along the line common to said Lots 21 & 22, South 81°32'29" West, 22.50 feet;

thence northerly through said Lot 22, North 8°49'35" West, 299.89 feet to the northerly line of said Lot 22, being a southerly line of said Lot 20;

thence easterly along the line common to said Lots 20 & 22, North 80°00'20" East, 23.01 feet returning to the 'True Point of Beginning,' containing 0.157 of an acre (6830 S.F.) of land, more or less, as described from records, for easement purposes only, in July of 2017, by Carl E. Turner Jr., Registered Professional Surveyor No. 6702.

Subject, however, to all rights-of-way, if any, of previous record.

Bearings are referenced to that meridian used for "The Industrial Zone Section 2 Final Plat" (see P.B. 59, pg's. 27 & 28).

Terra Surveying Services, LLC



Carl E. Turner Jr.  
Professional Surveyor No. 6702  
**3 August 2017**



\* End of Description \*

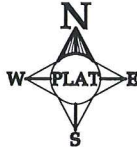
**LOT 22 PARKING EASEMENT EXHIBIT "F"**  
**"THE INDUSTRIAL ZONE SECTION 2 FINAL PLAT"**  
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

PREPARED EXCLUSIVELY FOR:  
CITY OF GAHANNA, OHIO

3 AUGUST 2017

PLAT BOOK 59, PAGE 27 & 28  
DEED BOOK 3758, PAGE 431  
INSTRUMENT NO. 201110190133408

**BASIS OF BEARINGS:** Bearings are referenced to that meridian used for "The Industrial Zone Section 2 Final Plat (see P.B.59, pg.s.27 & 28).



Kahiki Foods, Inc.  
**Lot 23**  
PID:026-190712  
I.N.201005030053548  
I.N.201008030098249

LEAVITT SERVICE ROAD (34')

Lot 20

N 80°00'20"E S 80°00'21"W  
23.01' 42.00'  
T.P.O.B. P.O.C.

Stag Gahanna, LLC  
**Lot 20**  
PID:026-190709  
I.N.201110190133408

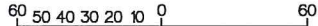
City of Gahanna  
**Lot 22**  
PID:026-190711  
D.B.3758, pg.431

N 8°49'35"W 299.89'  
6830 S.F.  
300.50'  
S 8°43'50"E  
BRICKLAWN AVENUE  
S 8°49'35"E 301.63'  
65.00'  
22.50' 42.50'  
S 81°32'29"W

Lot 21

**SURVEYOR'S STATEMENT:**

We Hereby Declare that the attached plat was prepared from records only, and does not represent a Boundary Survey, and has been prepared for easement purposes only.



GRAPHIC SCALE: 1"=60'

NOT AN AUTHORIZED DOCUMENT WITHOUT EMBOSSED OVER BLUE INK SURVEYOR'S SEAL

© 2017 TERRA SURVEYING SERVICES LLC

FIELD SURVEY:	DRAWN BY:	TERRA FILE #:
N/A	C. Turner	25.1GAH121116