

DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENT that, **CITY OF GAHANNA, OHIO** (the “Grantor”), for good and valuable consideration, which Grantor acknowledges receipt and sufficiency, given by **BSOH HQ LLC**, a private entity, (the “Grantee”), whose tax mailing address is 22 Rutgers Road, Pittsburgh, PA 15205, does forever grant to Grantee, its successors and assigns, an Easement over and through the following described real estate and shown on Exhibits “A” and “B” attached hereto and made a part hereof:

Property: 0.044 Acres +/-

Property is situated in the State of Ohio, County of Franklin, City of Gahanna, and further being described in the attached, **Exhibit “A”**, which is fully incorporated and made a part hereof.

TERMS & CONDITIONS

The Easement is granted for the purpose of constructing, using and maintaining a public storm line and appurtenant works (the “Utilities”) in any part of said strip, including the right to clean, repair and care for said Utilities, together with the right of access to said strip for said purpose. The Easement shall be subject to the following conditions:

1. The Easement will not limit or restrict the Grantor’s use of the Property provided such use is compliant with any applicable Property ordinances and regulations.
2. Grantee will submit plans for any installation within the Easement that it desires to make to Grantor for approval.
3. Grantee will give Grantor reasonable notice of not less than three (3) days, if reasonably practicable, prior to commencement of any work on the Utilities.
4. That the Utilities subject to the Easement shall be kept in good order and condition by Grantee.
5. That during whatever construction, reconstruction, maintenance, or repair work is or becomes necessary with respect to said Utilities, so much of the surface or subsurface of the Property as may be disturbed, will at the expense of Grantee be substantially replaced in the same condition as it was prior to such disturbance.
6. Grantee will hold harmless Grantor from any loss, damage, injury or liability resulting from Grantee’s negligence in connection with any work involved in constructing, maintaining or caring for the Utilities.
7. No charges will be made against the Property or landowner for the cost of construction, maintenance, repair or care for the Utilities in the Easement. If Grantee makes an application for a service connection to the Utilities, the regular and customary service connection charge in effect at the time of the application shall be charged.

8. In the event all or any portion the Property subject to this Easement becomes portion(s) of public streets, in the proceedings for acquisition of the Property needed for such streets, whether by purchase, dedication, condemnation, etc., said Property shall be considered the same as if this Easement had not been executed and/or as if any rights granted by the Easement had not been exercised.
9. This Deed of Easement and all of its provisions are covenants forever (i) burdening, benefitting and running with the land of the Property in its chain-of-title, and (ii) inuring and binding to the benefit and detriment of Grantor and Grantee and their respective, applicable beneficiaries, heirs, administrators, executors, successors, and assigns.
10. Grantor forever releases and discharges Grantee from all just compensation claims under the Ohio Constitution, Article 1, Section 19, arising from granting the Property to Grantee. Grantor agrees this section survives the termination of this Deed of Easement or any reversion of the Property.
11. Grantee (i) intends to immediately utilize the Property for storm line purposes upon Grantor's execution of this Deed of Easement, and (ii) will subsequently accept, dedicate, and name the Property as an easement, as evidenced by the recording of this Deed of Easement.

GRANTOR'S EXECUTION

In witness whereof, Grantor, BSOH HQ LLC, who represents and warrants personally possessing legal authority and capacity to acknowledge this Deed of Easement, does voluntarily acknowledge this Deed of Easement on the effective date below.

BSOH HQ LLC

By: [Signature]

Print Name: Michael Andreoli

Print Title: CFO

Pennsylvania
State of ~~Ohio~~ 5/31/24 KLC
County of ~~Franklin~~ Allegheny
5/31/24 KLC

Be it remembered on May 31st, 2024 I affixed my seal evidencing this instrument was acknowledged before me by Michael Andreoli.

Karen Lynn Cable
Notary Public

Commission Expiration Date: August 2, 2027

Commonwealth of Pennsylvania - Notary Seal
Karen Lynn Cable, Notary Public
Allegheny County
My commission expires August 2, 2027
Commission number 1355503
Member, Pennsylvania Association of Notaries

Approved as to Form by:

Priya D. Tamilarasan – Gahanna City Attorney
200 South Hamilton Road
Gahanna, Ohio 43230