

**WATER LINE EASEMENT**

**CP CRESCENT, LLC**, an Ohio limited liability company (“**Grantor**”), in consideration of \$1.00, the easement terms, and other good and valuable consideration from the **CITY OF GAHANNA, OHIO**, a municipal corporation (“**Grantee**”), the receipt and sufficiency of which is acknowledged, grants and conveys to Grantee, its successors and assigns, for so long as the same may be used for the purposes hereinafter stated, a perpetual, non-exclusive easement (the “**Easement**”) to install, operate, and maintain such water lines and related facilities as may be necessary or desirable for the operation and provision of water services (collectively, the “**Facilities**”), underground, in, on, through and across certain strips of land, as hereinafter further described, lying within that certain real property located in the City of Gahanna, Franklin County, Ohio, commonly known as Franklin County Parcel No. 025-013767-00, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Grantor’s Property**”).

**Said Facilities shall be constructed within the limits of certain strips of land twenty-seven (27) feet in width (the “Easement Area”). The dimensions and location of the Easement Area are depicted on Exhibit B attached hereto and incorporated herein.**

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge within the Easement Area, upgrade, extend or remove the Facilities; perform grading or filling for such Facilities; for vegetation which interferes with above-grade Facilities: cut, trim, remove and/or otherwise reasonably control, by means other than herbicides, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size or other natural obstructions within the Easement Area that in Grantee's reasonable judgment endanger or interfere with the safety or use of its Facilities, within the Easement Area.

Within the Easement Area, Grantor shall not: place any structures, piles or debris, change the level of the ground by excavation or mounding without Grantee's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except that Grantor shall have the right to construct, install or place on or over said Easement Area or any part thereof paving, concrete, landscaping, vegetation, water irrigation systems, concrete parking bumpers and other parking improvements or landscaping improvements that will not unduly interfere with Grantee’s use and maintenance of the Facilities, and, for underground lines, permit or cause any excavation, except for that Grantor shall have the right to install, repair and maintain or allow others to install, repair and maintain other utilities in and to otherwise use the Easement Area, provided such utilities rights do not unreasonably interfere Grantee’s enjoyment of the rights hereby granted. This Easement also conveys the right of ingress and egress in and over any reasonable routes of Grantor’s Property at all times, provided, however, Grantee shall not use the lands beyond the boundaries of the Easement Area for any purpose other than ingress and egress.

Grantee shall be and remain responsible for the construction, operation, maintenance and repair of the Facilities, and Grantee shall return the Easement Area and Grantor's Property to its prior condition after completing such construction, operation, maintenance and repair. Grantee agrees to exercise reasonable care to avoid damage to the Easement Area and Grantor's Property. Grantee shall repair, at its own expense, any damage done to pavement, curbing, sidewalks, paths, fences, drains, seeded lawns, landscaping, gates, ditches, crops, and all other property damage within the Easement Area or to Grantor's Property caused by Grantee, its employees or contractors while engaged in the use of the Easement.

Grantor may require Grantee to relocate any line or lines installed or maintained by Grantee, provided such relocation is performed at Grantor's cost and expense and further provided that Grantor furnishes an alternative location for said relocation lines and executes an easement agreement with Grantee necessitated by such relocation, such easement agreement to contain the same terms and conditions as contained in this Easement.

Grantee agrees to indemnify, protect, hold harmless and defend Grantor and its employees, agents, contractors, successors and assigns from and against any loss, claim or expense, including without limitation, claims for injury or death to person or damage to property or environmental damages arising directly out of the actions under and while engaged in the use of this Easement by Grantee, or its agents, contractors or employees, except to the extent attributable to the negligence or willful misconduct of Grantor, its agents, contractors, employees, successors or assigns.

Grantee shall carry at all times, with respect to the Easement Area, commercial general public liability insurance, including contractual liability, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name Grantor as an additional insured.

The easement rights granted herein are permanent in nature. Notwithstanding the foregoing, if Grantee should cease to use the Facilities or the Easement Area for a period of twenty-four (24) consecutive months (except for any period when Grantee is either actively reconstructing any portion of the Facilities or actively seeking such regulatory approvals as may be required to construct or install other facilities on or within the Easement Area), then the easement rights granted herein automatically shall terminate and such rights shall revert to Grantor or its successors or assigns at such time. Grantee shall, upon Grantor's request, provide Grantor with a written release of this Easement if the use is abandoned or ceases operation.

Grantor has the authority to grant this Easement. No delay or omission by Grantor or Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors and assigns. In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, such holding shall in no way affect the validity of enforceability of any other term, covenant, condition, provision or agreement contained herein. This agreement shall be interpreted, construed and enforced in accordance with Ohio law. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

*[Signatures to Follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

**GRANTOR:**

**CP CRESCENT, LLC**,  
an Ohio limited liability company

By: Casto Partners LLC,  
an Ohio limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Member of Management Committee

STATE OF OHIO                    )  
COUNTY OF FRANKLIN        ) ss:

The foregoing was acknowledged before me, a Notary Public, in and for said County, by \_\_\_\_\_, who is personally known to me and who is a Member of the Management Committee of Casto Partners LLC, an Ohio limited liability company, Manager of CP Crescent, LLC, an Ohio limited liability company, on behalf of the company, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public

**GRANTEE:**

**CITY OF GAHANNA, OHIO,**  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO                    )  
COUNTY OF FRANKLIN        ) ss:

The foregoing was acknowledged before me, a Notary Public, in and for said County, by \_\_\_\_\_, who is personally known to me and who is the \_\_\_\_\_ of the City of Gahanna, Ohio, a municipal corporation, on behalf of the corporation, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Grantor's Property

**EXHIBIT B**

Depiction of Easement Area