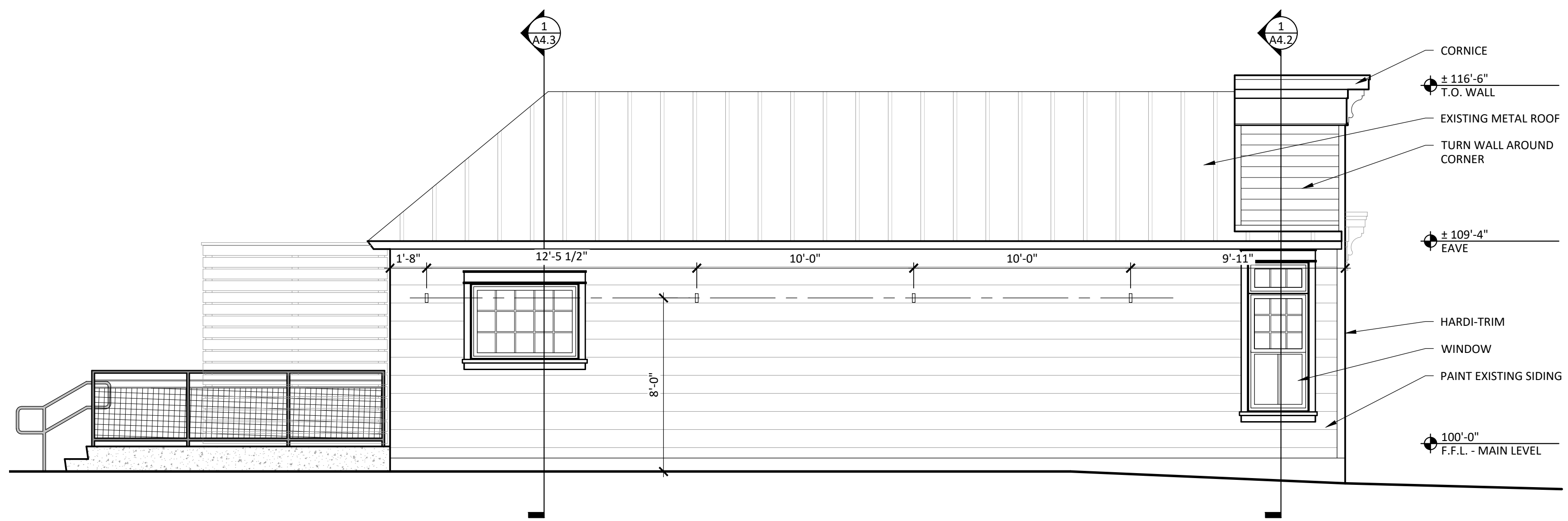
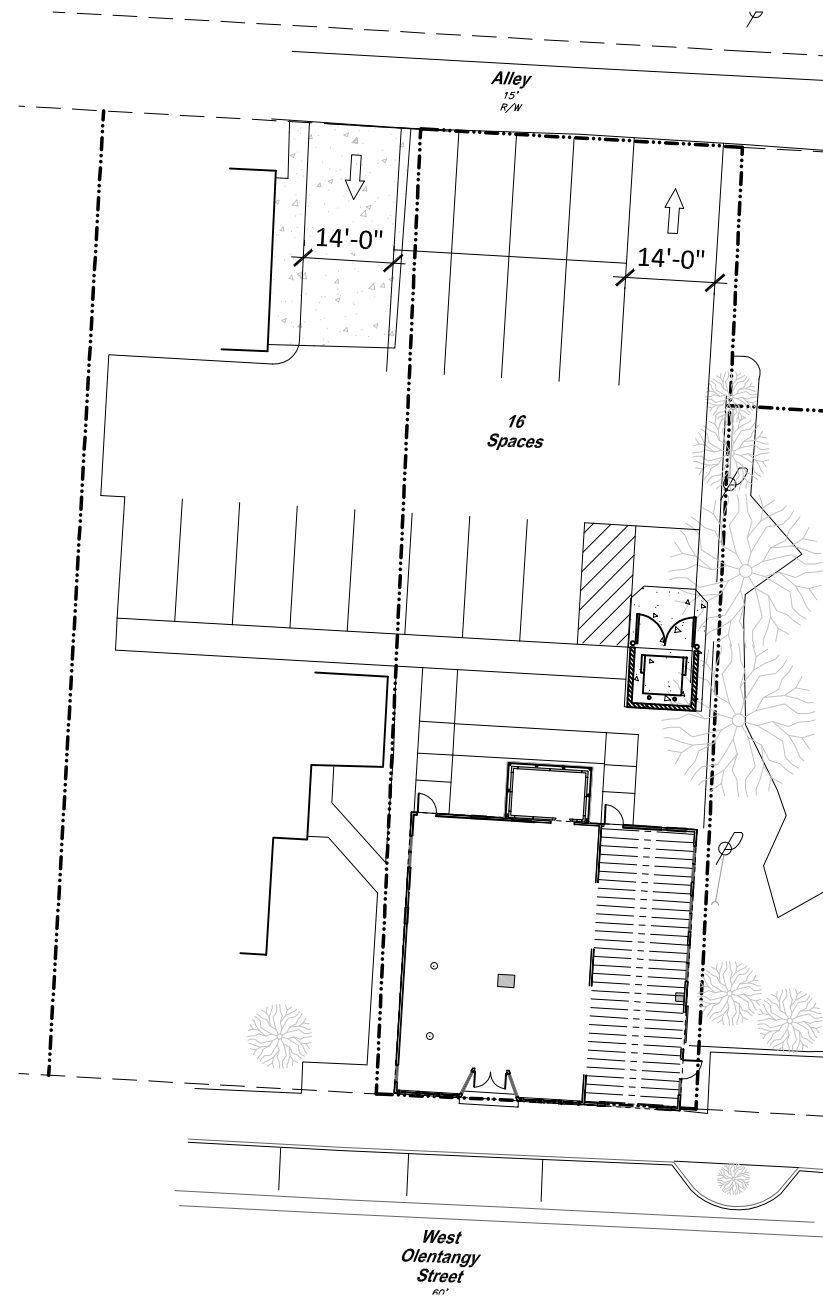
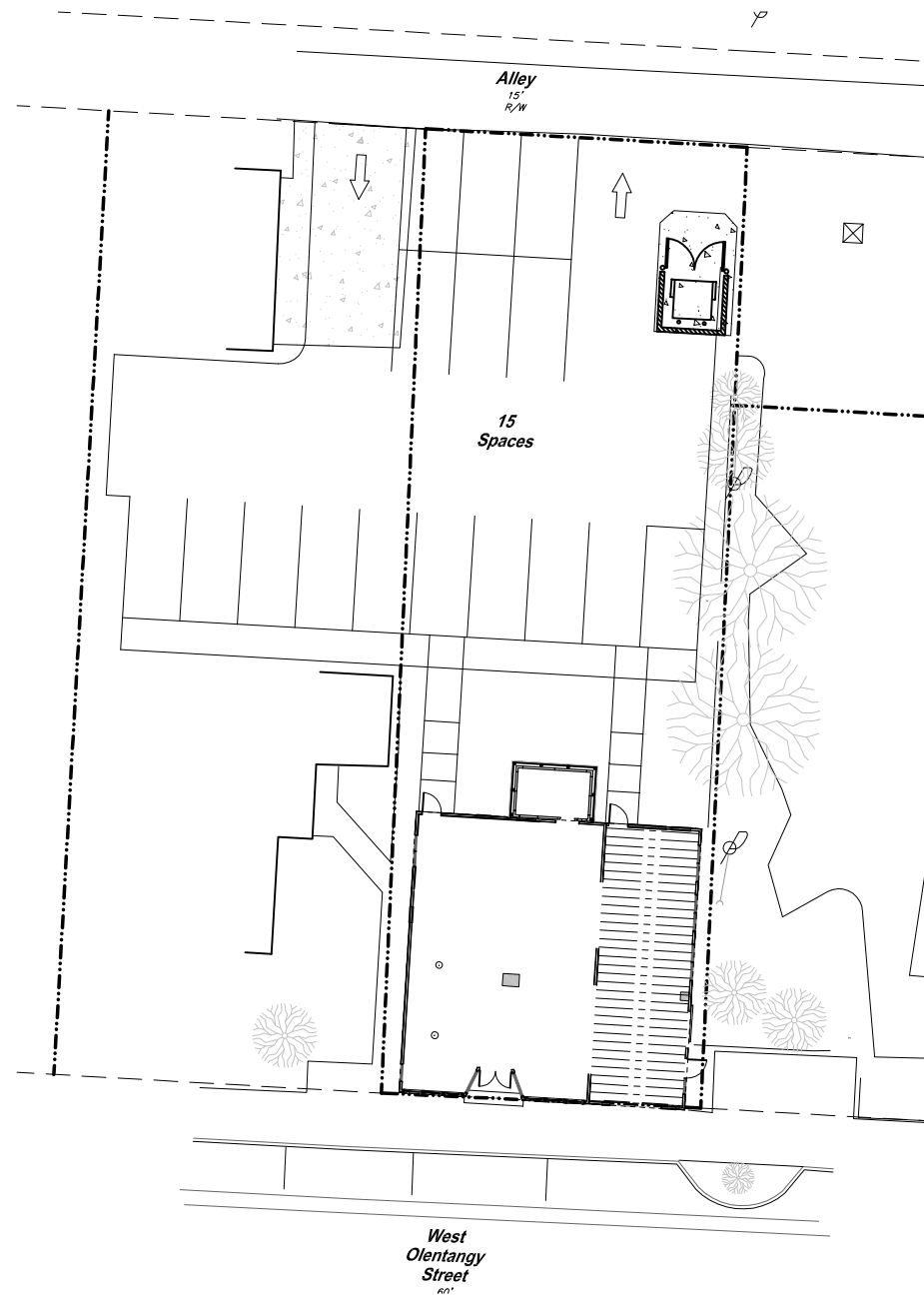


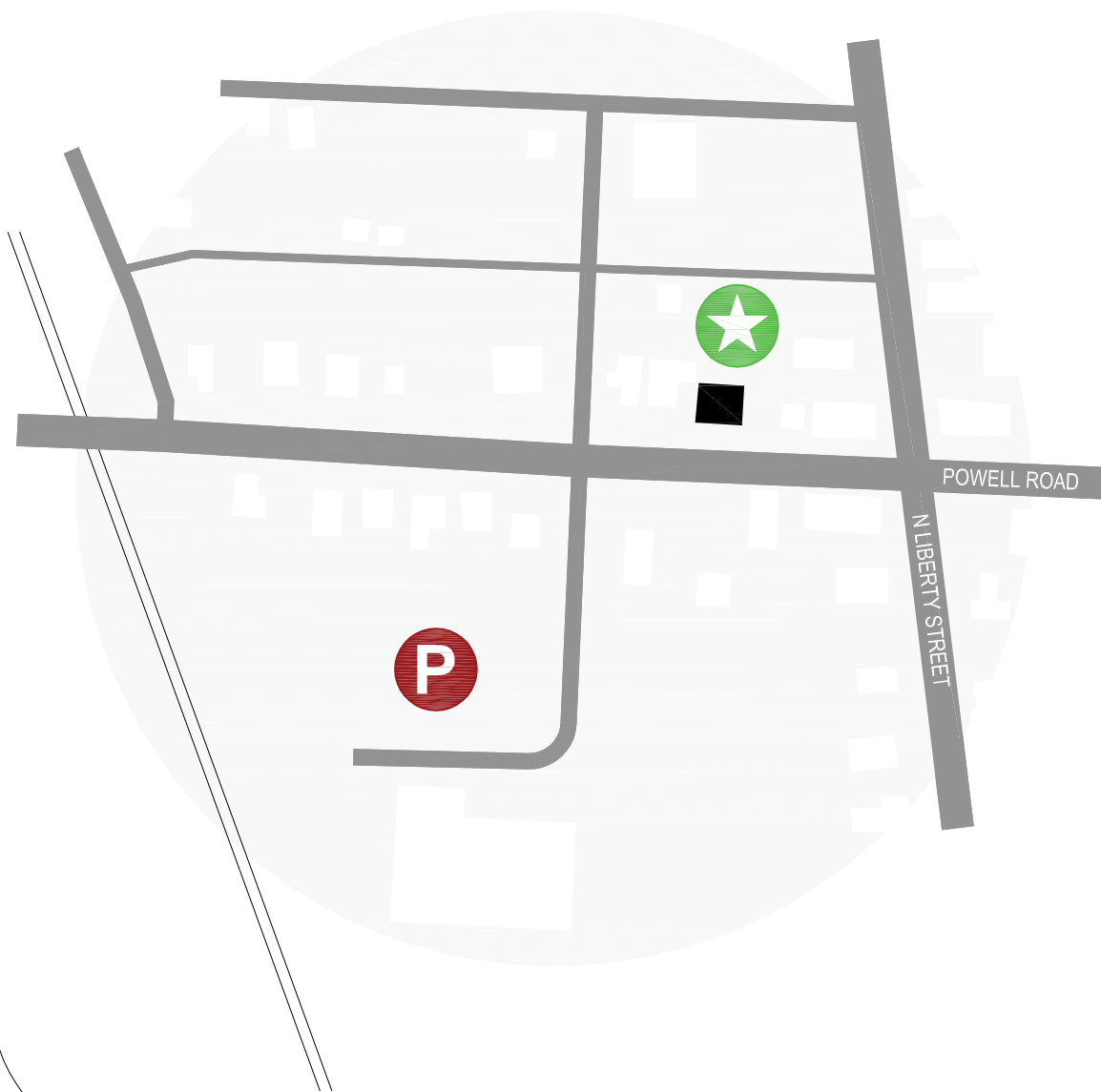
1
 A2.2
 EXTERIOR ELEVATION - SOUTH
 1/4" = 1'-0"



2
 A2.2
 EXTERIOR ELEVATION - WEST
 1/4" = 1'-0"



ADDITIONAL PARKING AVAILABLE IN PUBLIC LOT AT CITY HALL



**AGREEMENT AND EASEMENT FOR
SHARED DRIVE AND PARKING**

This Agreement and Easement for Shared Drive and Parking (“Agreement”) is made and entered into by, between and among (1) Delaware Realty & Properties, Ltd., an Ohio limited liability company (“DR&P”), (2) Delaware Land & Cattle Company, LLC, an Ohio limited liability company (“DL&C”), (3) Sun Properties Development, LLC, an Ohio limited liability company (“Sun”) and (4) Powell Property Partners, Ltd., an Ohio limited liability company (“PPP”).

WHEREAS, DR&P and DL&C each own an undivided one-half interest in Lot No. 38 in the City of Powell, Ohio, Parcel No. 319-425-16-009-000, having a street address of 26 West Olentangy Street, Powell, Ohio 43065 (“Lot 38”) and are hereafter referred to together, as the owners of Lot 38, as “DR&P/DL&C.”

WHEREAS, DR&P/DL&C are the seller/vendor under a land installment contract with Sun as buyer/vendee recorded in Official Record Book 146, pages 1701-1709 of the Recorder’s Office of Delaware County, Ohio with respect to Lot 38.

WHEREAS, PPP is the owner of Lot No. 37 in the City of Powell, Ohio, Parcel No. 319-425-16-010-000, having a street address of 30 West Olentangy Street, Powell, Ohio 43065 (“Lot 37”).

WHEREAS, the parties desire to reconfigure the drive/access from the alley to the rear of Lot 37 and Lot 38 (the “Alley”) and the parking area on Lot 37 and the drive/access to Lot 38 from the Alley and the parking area on Lot 38 into a common drive/access from the Alley into a single shared drive/access located on Lot 38 and new parking spaces, nine (9) new regular parking spaces which will be part on Lot 37 and part on Lot 38 (the “West Parking Area”) and seven (7) new regular parking spaces and one (1) new handicap parking space which will be wholly on Lot 38 (the “East Parking Area”), all located and configured as shown on the Architectural Site Plan attached hereto as Exhibit A.

WHEREAS, all parties hereto desire to enter into this Agreement to document and formalize in writing the terms and conditions of their joint use and maintenance of the shared drive and parking illustrated and depicted on the Architectural Site Plan attached as Exhibit A.

NOW, THEREFORE, in consideration of the within grants of easement from DR&P/DL&C to PPP and from PPP to DR&P/DL&C, and the mutual agreements between and among the parties to this Agreement, DR&P/DL&C hereby grants to PPP and its successors and assigns a perpetual easement for parking purposes and rear access purposes to Lot 37 over and upon Lot 38 in the area indicated on Exhibit A, a perpetual easement for parking purposes for the nine (9) regular parking spaces on the West Parking Area, which nine (9) parking spaces are located part on Lot 37 and part on Lot 38, and a perpetual easement with respect to the handicap parking space located on Lot 38 as shown on Exhibit A, and PPP hereby grants to DR&P/DL&C and their respective successors and assigns a perpetual easement for parking purposes on that portion of the West Parking Area on Lot 37, all upon the terms and conditions hereinafter set forth in this Agreement, which are as follows:

1. The construction of the drive and parking areas shall be undertaken by and shall be the responsibility of Sun, which shall pay for the costs of design of, permitting of, and construction of the drive and parking areas depicted on Exhibit A. PPP shall reimburse Sun, within **thirty (30)** days of Sun's presentation of the invoices paid by it for **ten percent (10%) with total amounts from PPP not to exceed \$5,000** of the costs of the construction of the drive, and the parking spaces, and other work necessary for the new drive and the new parking area, **on a mutually approved by PPP and Sun construction estimate**, except for the items designated on Exhibit A as item numbers 7 (new concrete ramp), 8 (new dumpster enclosure), 9 (new concrete apron), 10 (new patio area), and 11 (cooler box enclosure) [which items located on Lot 38 are not the subject of the easements granted in this Agreement].
2. During the hours of **10 a.m. to 7 p.m., Monday through Saturday**, the four (4) parking spaces in the southwest portion of the West Parking Area shall be reserved for the use of PPP and/or occupants of and visitors to 30 West Olentangy Street (Lot 37); further, during the aforesaid hours and days of the week, occupants and visitors to 30 West Olentangy Street (Lot 37) may use, on an availability basis, the handicap parking space on 26 West Olentangy Street (Lot 38). **Approved site plan as show on page 7 of 7 of this agreement... which allows for 15 parking spaces not inclusive of the parking space inside 30 West Olentangy Street (Lot 37) garage.**
3. Occupants and visitors to 26 West Olentangy Street (Lot 38) are permitted to use any of the parking spaces in the West Parking Area except as restricted in ¶ 2 above for the exclusive use of occupants and visitors to 30 West Olentangy Street (Lot 37).

4. So long as the land installment contract between DR&P/DL&C as seller/vendor and Sun as buyer/vendee with respect to Lot 38 is in effect, Sun shall bear the responsibility for ice and snow removal and maintenance and repair of the shared drive, the West Parking Area and the East Parking Area, with PPP obligated to reimburse Sun for ten percent (10%) of such costs paid by it within thirty (30) days of Sun's presentation to PPP of invoices setting forth in detail the amounts paid by Sun from a mutually agreed upon cost & service providing company by PPP and Sun. On the termination of said land installment contract, DR&P/DL&C or the then owner of Lot 38 shall assume the responsibilities of Sun set forth in this paragraph 4.
5. The parties agree that the shared drive and parking areas which are the subject of this Agreement shall be maintained and kept in good repair at all times, and should the party responsible under this Agreement for maintaining the shared drive and the parking areas in good repair fail to do so after reasonable request from a party who is not so responsible, such party may, but is not obligated to, undertake such necessary maintenance and repair at the cost, as apportioned in paragraph 4 hereinabove, of the responsible party who failed to undertake the necessary maintenance and repairs. For the purposes of this Agreement, the term maintenance and repairs shall include, but not be limited to, ice and snow removal, sealing or resurfacing the drive and parking areas, striping of parking spaces and no parking areas, and the removal of obstructions.
6. The cost to repair any damage to any part of the shared drive or parking areas that is not the result of ordinary wear and tear, such as damage during construction or moving, caused by any party or by any contractor, agent or visitor of any party, shall be paid by the party which caused such damage.
7. All remedies, legal and equitable, including, without limitation, the remedies of injunction and specific performance, shall be available to each party to provide for the proper enforcement of rights and responsibilities established in this Agreement, including the collection of unpaid reimbursement of costs.
8. This Agreement and the easements hereby established shall run with the land and shall be binding and inure to the benefit of the parties and their heirs, successors and assigns.
9. This Agreement may be modified or terminated so long as such modification or termination is in writing and signed by the then-current owners of Lot 37 and Lot 38 and, if applicable, Sun.

10. This Agreement shall be governed by the laws of the State of Ohio but without regard to its conflict of laws principles. Any legal action with respect to this Agreement shall be brought only in the courts of Delaware County, Ohio. This Agreement, including all exhibits and related documents, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, promises, covenants, conditions, or undertakings, oral or otherwise, other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings, written or oral. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement shall be effective when it is executed by all parties. The failure of any party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a waiver of such provision and will not in any way affect the validity of this Agreement or any part of it, or the right of any party to thereafter enforce each and every such provision of this Agreement. No waiver of any breach of this Agreement will be held to be a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, each of the parties have executed this Agreement on the date set forth hereinbelow.

DELAWARE REALTY & PROPERTIES, LTD.

Date

By _____
Stephen D. Martin, Managing Member

STATE OF OHIO

ss:

COUNTY OF DELAWARE

Before me, a Notary Public in and for said County, personally appeared the above-named Stephen D. Martin, Managing Member of Delaware Realty & Properties, Ltd., who acknowledged that he did sign the foregoing instrument and that the same is his and its free act and deed.

IN TESTIMONY THEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2017.

Notary Public

DELAWARE LAND & CATTLE COMPANY,
LLC

Date

By _____
Larry C. Coolidge, Sole Member

STATE OF OHIO

ss:

COUNTY OF DELAWARE

Before me, a Notary Public in and for said County, personally appeared the above-named Larry C. Coolidge, Sole Member of Delaware Land & Cattle Company, LLC, who acknowledged that he did sign the foregoing instrument and that the same is his and its free act and deed.

IN TESTIMONY THEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2017.

Notary Public

SUN PROPERTIES DEVELOPMENT, LLC

Date

By _____
Dustin F. Sun, President

STATE OF OHIO

ss:

COUNTY OF _____

Before me, a Notary Public in and for said County, personally appeared the above-named Dustin F. Sun, the _____ of Sun Properties Development, LLC, who acknowledged that he did sign the foregoing instrument and that the same is his and its free act and deed.

IN TESTIMONY THEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2017.

Notary Public

POWELL PROPERTY PARTNERS, LTD.

7/24/17
Date

By Deborah D Helmrich
Its Managing Partner

STATE OF OHIO
COUNTY OF Franklin ^{ss:}

Before me, a Notary Public in and for said County, personally appeared the above-named Deborah D Helmrich, the Managing Partner of Powell Property Partners, Ltd., who acknowledged that he/she did sign the foregoing instrument and that the same is his/her and its free act and deed.

IN TESTIMONY THEREOF, I have hereunto set my hand and official seal this 24 day of July, 2017.

Sharon A Oliver
Notary Public

SHARON A OLIVER, Notary Public
In and for the State of Ohio
My Commission Expires June 20, 2018

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T13476-100

