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Instrument Number: 201908080099823
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CITY OF WESTERVILLE
ATTN ROBB BECKSTEDT
64 E WALNUT ST
WESTERVILLE, OH 43081

Mailing Label

Transaction Number: T20190047034

Document Type: EASEMENT

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Submitted By (Walk-In):

CITY OF WESTERVILLE

Walk-In

First Grantor:

BROOKSTONE COMMUNITY ASSN INC

First Grantee:

WESTERVILLE CITY OF

Fees:

Document Recording Fee: \$28.00

Additional Pages Fee: \$16.00

Total Fees: \$44.00

Amount Paid: \$44.00

Amount Due: \$0.00

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OFFICIAL RECORDING COVER PAGE

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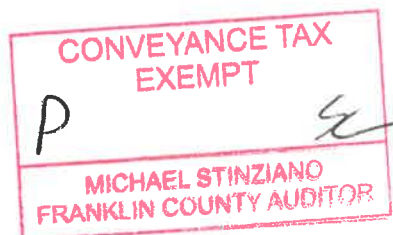
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AUG 08 2019

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO



SIDEWALK AND MAINTENANCE EASEMENT

NOW THEREFORE, BROOKSTONE COMMUNITY ASSOCIATION, INC., for itself and on behalf of each and every owner of a lot in the Brookstone Community Association, (“GRANTOR”), pursuant to authority granted in the Third Amendment to the Deed Restrictions of the Brookstone Subdivision and the Brookstone Community Association, Inc, recorded at Instrument 201712120175011 of the Official Records of Franklin County, in consideration of One Dollar and other good and valuable considerations, paid by the CITY OF WESTERVILLE, Franklin and Delaware Counties, an Ohio Municipal Corporation, GRANTEE, receipt whereof is hereby acknowledged, hereby grant(s) unto the CITY OF WESTERVILLE, its successors and assigns, (hereinafter called CITY), a perpetual right-of-way and easement for public sidewalk purposes including the right to construct, repair, replace and for the general public to use public sidewalks including the right to maintain adjacent curbs and landscaping (the “Improvements”), on, over, under, and through the real estate generally described as strips of land eleven feet (11’) wide adjacent to the following platted public streets:

Bluestone Court
Brookstone Boulevard
Brownstone Court
Cobblestone Avenue
Cornerstone Court
Flagstone Square

Gemstone Square East
Gemstone Square West
Millstone Square
Sandstone Loop
Sandstone Loop East

All as is more specifically described and set forth in Exhibit “A” which is attached hereto and made a part hereof (the “Easement Area”).

The Improvements, including the trees and shrubs in the Easement Area shall be maintained by City, its employees and agents. All other maintenance of and within the Easement Area, including but not limited to lawn mowing, fertilizing and other lawncare, leaf-clearing, removal of snow and ice shall be performed by Grantor and the abutting landowners, who shall comply with all applicable standards and regulations, including the provisions of Chapters 907 and 909 of the Codified Ordinances of the City of Westerville and any polices or procedures adopted in accordance therewith, as currently exist and as hereinafter amended.

The easement granted hereby includes the right to trim or remove any trees or shrubbery which may hereafter interfere with the use, construction, reconstruction, operation, and/or maintenance of said sidewalk, within the limits of the easement and within the limits of a strip of land five (5) feet in width on each side, adjacent an parallel to the easement, and to trim or cut, any trees or shrubbery that now interferes with said sidewalk.

Grantor, on behalf of itself and on behalf of each and every owner of a Lot in the Brookstone Community Association covenants and agrees that without written City approval: (a) no building or structure shall hereafter be erected within or upon the Easement Area; (b) no dump of ashes, trash, sawdust or any unsightly or offensive material shall be placed upon the Easement Area; (c) no sign, billboard, outdoor advertising structure or advertisement of any kind shall be erected, displayed, placed or maintained upon or within the Easement Area; (d) no trees or shrubs shall be planted, pruned, removed or destroyed on the Easement Area, and (e) no excavation or topographic changes shall be made on the Easement Area.

Except as provided above, Grantor shall have the right to use the Easement Area for purposes not inconsistent with the City's, and its successors and assigns, full enjoyment of the rights herein granted. City, its agents, employees and the general public shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use and for any of the aforesaid purposes of the easements granted herein.

Grantor covenants with the City, its successors and assigns, that Grantor is lawfully vested with authority to grant the aforementioned easement over and upon each and every lot in the Brookstone Community Association or is lawfully seized of the premises, and that Grantor will forever warrant and defend the same unto the City, its successors and assigns, against all claims of all persons whomsoever.

The consideration herein mentioned includes total compensation for the 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.

Grantor, on behalf of itself and on behalf of each and every owner of a Lot in the Brookstone Community Association hereby indemnifies and holds harmless the City, its agents and employees, from any injury or damage that may occur as a result of the use or completion of any right or obligation inherent in said easement.

The term "CITY" shall include the successors and assigns of the City of Westerville and the term "GRANTOR" shall include singular and plural, masculine and feminine, individuals and corporations, partnerships and associations, and the heirs, assigns, administrators, executors and

successors of all of them.

IN WITNESS WHEREOF, the GRANTOR has hereunto caused its name to be subscribed on this 26 day of June, 2019.

**BROOKSTONE COMMUNITY ASSOCIATION INC.,
GRANTOR.**

Pat Martin

Pat Martin, President

Dennis Munger

Dennis Munger, Secretary

STATE OF OHIO,
COUNTY OF Franklin, ss:

Before me, a Notary Public, personally appeared, Pat Martin, the President, and Dennis Munger, the Secretary, of Brookstone Community Association, Inc, GRANTOR, in the foregoing easement, and acknowledged the signing of the foregoing instrument to be his voluntary act and deed, pursuant to the authority of its Board of Directors, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26 day of June, 2019.

Megan Chrusciel

Notary Public

My Commission Expires 10/29/2020

This instrument prepared by
METZ & BAILEY
33 East Schrock Road
Westerville, Ohio 43081

Dated: June 25, 2019



Megan Chrusciel
Notary Public, State of Ohio
My Commission Expires 10-29-2020

EXHIBIT A

Being strips of land eleven feet (11') in width running along and adjacent to all platted, public dedicated streets, avenues, boulevards and squares within the Brookstone Subdivision in Westerville, Ohio, and on the individual platted lots therein as the same have been identified as such on the recorded plats thereof, as follows:

Lots 1 through 43 and Reserves A, B, C and D, inclusive, of Brookstone Section 1, of record at Plat Book 61, Pages 26 and 27

Lots 44 through 64, both inclusive, and Lots 85, 86 and 86 of Brookstone Section 2, Part 1, of record at Plat Book 71, Page 4

Lots 88 through 109, inclusive of Brookstone Section 3, of record at Plat Book 71, Page 99

Lots 65 through 74, inclusive, being a Re-Subdivision of Lots 44 through 53, both inclusive, and Lots 60, 61, 62, 63, 64, 85, 86 and 87 of the Brookstone Section 2, Part 1 Plat, all as recorded in the Re-subdivision of Parts of Brookstone Section 2 Part 1, of record at Plat Book 75, Pages 76 and 77

Lots 110 through 153, inclusive, and Reserve F, of Brookstone Section 4, of record at Plat Book 77, Page 27

Lots 154 through 206, inclusive, and Reserves G and H, of Brookstone Section 5, of record at Plat Book 80, Page 55,

all in the Official Records of the Franklin County, Ohio Recorder's Office. The foregoing description is intended to cover all areas within the Brookstone Subdivision on all of the identified lots, located between (i) the edges of street pavement (including curbs), and (ii) lines extending along points located one foot (1') farther from said edges, than the farthest edges of sidewalks running along said pavement. The foregoing easement area specifically excludes any and all locations otherwise contained within the described areas, on which any portion of a building has been previously erected.