

EXHIBIT A

ENCROACHMENT EASEMENT DOCUMENT

THIS ENCROACHMENT EASEMENT (this "Easement"), is made this _____ day of _____, 2013 by and between the VILLAGE OF GRANVILLE, OHIO, a municipal corporation (the "Grantor"), and ST. LUKE'S EPISCOPAL CHURCH, its successors and assigns (the "Grantee").

WITNESSES THAT:

WHEREAS, Grantor is the owner of certain real estate located in Licking County, Ohio described as being a part of the lands dedicated to the Village of Granville in Plat Book 2 on Page 50 of record in the Licking County Recorder's Office in Newark, Ohio and is better known as being a part of the lands immediately west of Lot 179 (Old Lot 1) in Block 16 on the Original Plat of the Village of Granville in the U.S. Military Lands of Licking County, Ohio; and

WHEREAS, Grantee's existing building is located on the aforementioned property; and

WHEREAS, Grantor desires to grant, and Grantee desires to obtain an encroachment easement in, through, over and under the real property being more particularly described as the Easement Document in Exhibit A, and shown as the Easement Survey in Exhibit B, attached hereto and made a part hereof (the "Easement Property").

NOW, THEREFORE, in consideration of these premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual undertakings hereinafter contained, the parties do hereby agree to the foregoing and as follows:

1. Grantor hereby grants, creates, declares, makes and conveys to Grantee, an encroachment easement, in, on, under, over, through and across the Easement Property, for the purpose of construction additions to a building located at 107 East Broadway, Granville, Ohio (the "Improvements").

2. This Easement is granted to permit the construction of building additions to an existing building located on the Grantor's Property. This Easement shall terminate should the Improvements ever be removed from the Easement Property.

3. The easements granted in this Easement shall run with the land and the Grantor and Grantee understand and hereby agree that all terms and conditions contained herein shall be effective and binding upon the parties and their respective successors and assigns.

4. This Easement is granted provided, Grantee, at Grantee's sole cost and expense, shall repair, replace and maintain the Easement Property and the Improvements located on the Easement Property, including but not limited to the maintenance of the landscaping and the payment of real estate taxes, if any.

5. Grantee hereby agrees to indemnify, defend, and hold Grantor harmless from and against any and all liability, loss, claims, damages, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, and for any and all injury to persons or damage to property, that arise from or out of a breach by Grantee of its covenants and obligations hereunder and/or the Grantee's use of the Improvements and the Easement Property.

6. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

7. Grantor reserves the right to use and enjoy the Easement Property for all purposes not inconsistent with the permitted uses thereof by Grantee, its successors and assigns.

8. The conditions, terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Ohio. The Section headings are included only for convenience, and shall not be construed to modify or affect the covenants, terms or provisions of any Section.

9. The undersigned person executing this Easement, represents and certifies that they have been fully empowered to execute and deliver this Easement; that Grantor has full capacity to convey this Easement and other rights herein; and that all necessary action for the making of such conveyance has been taken and done.

10. In the event of a breach or threatened breach of this Easement, the Grantor shall be entitled to any rights or remedies at law or in equity and may institute proceedings for full and adequate relief from the consequences of said breach or threatened breach.

[Signatures on the Next Page.]

ENCROACHMENT EASEMENT DOCUMENT

Signature Page

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement of Encroachment to be executed and subscribed this _____ day of _____, 2013.

Grantor:
VILLAGE OF GRANVILLE, OHIO,
A municipal corporation

By: _____
Village Manager

STATE OF OHIO
COUNTY OF LICKING

BE IT REMEMBERED, that on this _____ day of _____, 2013 the foregoing instrument was acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, by _____, the Village Manager.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

Exhibit A

Easement Document

Exhibit B

Easement Survey