


(AMS)

Delaware County  
The Grantor Has Complied With  
Section 319.202 Of The R.C.  
DATE 9.5.03 Transfer Tax Paid 0  
~~TRANSFERRED FOR TRANSFER NOT NECESSARY~~  
Delaware County Auditor By aw

  
Doc ID: 010075070004 Type: OFF  
Kind: EASEMENT  
Recorded: 09/05/2013 at 08:43:17 AM  
Fee Amt: \$44.00 Page 1 of 4  
Workflow# 0000061680-0001  
Delaware County, OH  
Melissa Jordan County Recorder  
File# 2013-00034003  
BK **1245** PG **977-980**

COLUMBUS CITY ATTORNEY'S  
OFFICE  
90 W BROAD ST  
2D FLOOR  
COLUMBUS, OH 43015

**DEED OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that **REMINGTON WOODS LLC**, "Grantor", an Ohio limited liability company, for One Dollar (\$1.00) and other good and valuable consideration paid by the **CITY OF COLUMBUS, OHIO**, "Grantee", a municipal corporation, the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating sewer utility lines and appurtenances thereto (the "Improvement"):

CC16395

Situated in the State of Ohio, County of Delaware, City of Columbus, Quarter Township 3, Township 3, Range 18, United States Military District, being part a 6.815 acre tract conveyed to Remington Woods LLC of record in Official Record 1217, Page 746, and of a 4 acre tract conveyed to Remington Woods LLC, of record in Official Record 1217, Page 749, and described as follows;

*Beginning, for reference*, at the northeast corner of said 6.815 acre tract, being the northwest corner of a 4.03 acre tract conveyed to Donald E. Craven & Barbara J. Craven of record in Deed Book 461, Page 761, in the south line of Section 1, Part 2 of Village at Olentangy Meadows, of record in Plat Cabinet 3, Slide 651;

Thence S 08° 00' 07" W, along the shared line of said 6.815 acre tract and said 4.03 acre tract, 84.22 feet to the *True Point of Beginning*;

Thence S 08° 00' 07" W, along the shared line of said 6.815 acre tract and said 4.03 acre tract, 106.22 feet;

Thence across said 6.815 acre tract, the following courses:

N 81° 55' 52" W, 9.23 feet;

N 02° 12' 54" E, 79.73 feet;

N 87° 47' 06" W, 251.97 feet;

S 05° 58' 33" W, 240.79 feet;

N 84° 01' 27" W, 25.00 feet to the shared line of said 6.815 acre tract and a 9.892 acre tract conveyed to Robert H. Rice, of record in Deed Book 624, Page 502;

Thence N 05° 58' 33" E, along the west line said 6.815 acre tract, the east line of said 9.892 acre tract, and the east line of said 4 acre tract, 239.15 feet;

Thence across said 4 acre tract and said 6.815 acre tract, the following courses:

N 87° 47' 06" W, 237.66 feet;

S 82° 44' 49" W, 30.39 feet;

N 87° 47' 06" W, 168.28 feet;

N 70° 14' 53" W, 108.78 feet;

N 87° 35' 16" W, 235.10 feet;

N 02° 24' 44" E, 25.00 feet;

S 87° 35' 16" E, 238.91 feet;

S 70° 14' 53" E, 108.74 feet;

S 87° 47' 06" E, 162.35 feet;

N 82° 44' 49" E, 30.39 feet;

S 87° 47' 06" E, 536.64 feet to the *True Point of Beginning*, and **containing 0.780 acre, more or less.**

This description was prepared by Advanced Civil Design on 05/10/13 and is based on existing records and an actual field survey. A drawing of the above description is attached hereto and made a part thereof.

Bearings are based on the Ohio State Plane Coordinate System NAD83 (CORS96)

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio. John C. Dodgion, Registered Surveyor 8069

**Delaware County Tax Parcel No. 318-343-01-005-000**

Prior Instrument Reference: D.B. Vol. 1217, Pg. 746  
D.B. Vol. 1217, Pg. 749,  
Recorder's Office, Delaware County, Ohio.

All terms and conditions contained herein shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

1. Grantor, at its expense, shall install/construct the "Improvement" within the easement area described herein. The "Improvement" shall be installed/constructed in accordance with City of Columbus construction specifications. Grantor shall, at its expense, return the easement area to its former condition as nearly as is reasonably practicable.

2. After Grantee has approved and accepted the "Improvement", it shall be operated, maintained, renewed, reconstructed and/or replaced by the Grantee as necessity requires.

3. After Grantee's approval and acceptance of the subject "Improvement", the Grantee agrees that upon subsequent entry by the Grantee for the purpose of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of said "Improvement", it will restore Grantor's property within said easement area to its former condition as nearly as is reasonably practicable. Grantor understands and agrees that restoration

of Grantor's property within the easement area is specifically limited to restoring the property to its former grade and restoring the surface to its former condition, but shall not include repair or replacement of any improvements therein or thereon.

4. The perpetual easement rights granted herein are "exclusive" as to all except the Grantor and any previously granted rights of record. Grantor retains the right to use the subject real property for all purposes which do not in any manner impair the Grantee's use or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the "Improvement" or access thereto. Grantor shall not cause or allow any permanent or temporary building, structure, facility, or improvement to be constructed in or upon the subject easement, except utility service lines, paved parking, curbs, driveways, and sidewalks. If Grantor makes permanent or temporary improvements in or upon said easement, other than those stated above, then Grantor shall assume full responsibility for any damage or destruction of such improvements by Grantee, and Grantee, its employees, agents, representatives and contractors, shall not be liable for any damage or destruction of such improvements during the good faith exercise of the rights granted herein.

5. The Grantor hereby covenants with Grantee to be the true and lawful owner of the above-described real property and lawfully seized of the same in fee simple and having good right and full power to grant this Deed of Easement and will not convey or transfer fee simple ownership of the described real property prior to this instrument being recorded.

The Grantor, Remington Woods LLC, by its duly authorized member, has caused this instrument to be executed and subscribed this 28<sup>th</sup> day of August, 2013.

**REMINGTON WOODS LLC**  
an Ohio limited liability company  
By: MCTRC Development, LLC  
By: Donald R. Kenney  
\_\_\_\_\_  
Print Name: Donald R. Kenney  
Title: manager

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 28<sup>th</sup> day of August, 2013, the foregoing instrument was acknowledged before me by Donald R. Kenney, manager, on behalf of Remington Woods LLC, an Ohio limited liability company.



Kara L. Perry  
Notary Public, State of Ohio  
MY COMMISSION EXPIRES 8/19/15

Kara L. Perry  
\_\_\_\_\_  
Notary Public

This instrument prepared by:  
CITY OF COLUMBUS, DEPARTMENT OF LAW  
By: David E. Peterson 8-27-13  
Real Estate Attorney  
Real Estate Division  
For: Division of Sewers & Drainage-Sanitary  
Re: CC16395-Remington Woods AMF

