



200605050086591

Pgs: 6 \$60.00 T20060033614  
05/05/2006 3:52PM BXCITY ATTORN  
Robert G. Montgomery  
Franklin County Recorder

**DEED OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that **CCBI XI, 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"):

**CC14473**

**Strip A**

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey Number 503, and being a sanitary sewer easement over a 4.634 acre parcel owned by Keep LLC. as recorded in Instrument Number 200310090325370, of the Franklin County, Ohio Recorder's Records, and more particularly described as follows:

Beginning for reference at the southeasterly corner of said 4.634 acre parcel, also being the northeasterly corner of a 21.827 acre parcel owned by Quarry on Fifth II LTD. As recorded in Instrument Number 199904290107697 and being on the westerly Right-of-Way of Lake Shore Drive, a 60 foot publicly dedicated road;

Thence North 19°14'30" East, following said Right-of-Way, a distance of 135.44 feet to a point in said Right-of-Way;

Thence continuing along said Right-of-Way, 24.90 feet along the arc of a curve to the left, having a radius of 257.67 feet, a central angle of 5°32'13", the chord of which bears North 16°28'23" East, a chord distance of 24.89 feet to the True Point of Beginning;

Thence with the following seven (7) courses leaving said Right-of-Way and crossing said 4.634 acre parcel:

- North 88°47'45" West a distance of 86.19 feet;
- North 83°54'27" West a distance of 158.83 feet;
- North 83°26'03" West a distance of 354.47 feet;
- North 06°33'57" East a distance of 20.00 feet;
- South 83°26'03" East a distance of 354.39 feet;
- South 83°54'27" East a distance of 157.90 feet;
- South 88°47'45" East a distance of 88.95 feet;

**TRANSFERRED  
NOT NECESSARY  
MAY 05 2006  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO**

**CONVEYANCE TAX  
EXEMPT**  
*[Signature]*  
**JOSEPH W. TESTA**

Thence 20.33 feet along the arc of a non radial curve to the right, along the Right-of-Way of said drive, having a radius of 257.67 feet, a central angle of 4°31'13", the chord of which bears South 11°26'40" West, a chord distance of 20.32 feet to the True Point of Beginning, containing 12,010 square feet.

For the purpose of this description, a bearing of North 19°14'30" East was held on the centerline of Lakeshore Drive, said bearing being determined by GPS observations, and based upon the Ohio South Zone State Plane Coordinate System, North American Datum of 1983, from monumentation and published values as provided by National Geodetic Survey.

### **Strip B**

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey Number 503, and being a sanitary sewer easement over a 0.930 acre parcel owned by Judith K. O'Keefe as recorded in Instrument Number 200310090325367, of the Franklin County, Ohio Recorder's Records, and more particularly described as follows:

Beginning for reference at the southwesterly corner of said 0.930 acre parcel, also being the northwesterly corner of lot 2 of Lake Shore North, as recorded in Plat Book 72, Pg 9 and being on the easterly Right-of-Way of Lake Shore Drive, a 60 foot publicly dedicated road;

Thence North 19°14'30" East, following said Right-of-Way, a distance of 124.16 to a point in said Right-of-Way;

Thence continuing along said Right-of-Way, 43.94 feet along the arc of a curve to the left, having a radius of 317.67 feet, a central angle of 7°55'33", the chord of which bears North 15°16'44" East, a chord distance of 43.91 feet to the True Point of Beginning;

Thence continuing along said Right-of-Way, 20.21 feet along the arc of a curve to the left, having a radius of 317.67 feet, a central angle of 3°38'45", the chord of which bears North 09°29'35" East, a chord distance of 20.21 feet to a point;

Thence with the following five (5) courses leaving said Right-of-Way and crossing said 0.930 acre parcel:

South 88°47'45" East, a distance of 44.84 feet to a point;

North 43°56'30" East, a distance of 15.64 feet to a point in the southerly line of an existing sanitary sewer easement as recorded in Instrument Number 199801300022037;

South 46°01'52" East, Following the southerly line of said easement, a distance of

20.00 feet to a point;

South 43°56'30" West, leaving said easement, a distance of 24.38 feet to a point;

North 88°47'45" West, a distance of 56.50 feet, to the True Point of Beginning, containing 1,411 square feet.

For the purpose of this description, a bearing of North 19°14'30" East was held on the centerline of Lakeshore Drive, said bearing being determined by GPS observations, and based upon the Ohio South Zone State Plane Coordinate System, North American Datum of 1983, from monumentation and published values as provided by National Geodetic Survey.

**Franklin County Tax Parcel No. 010-268278 and 010-242204**

Prior Instrument Reference: Instrument Number 200604260078707  
Recorder's Office, Franklin 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, 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.

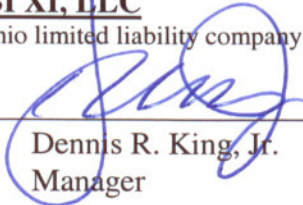
5. The Grantor hereby covenants with Grantee to be the true and lawful owner(s) of the above-described real property and lawfully seized of the same in fee simple and having good right and full power to grant this Deed of Easement and will not convey or transfer fee simple ownership of the described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

The Grantor, CCBI XI, LLC, by its duly authorized member, has caused this instrument to be executed and subscribed this 1<sup>st</sup> day of May 2006.

**CCBI XI, LLC**

An Ohio limited liability company

By: \_\_\_\_\_

  
Dennis R. King, Jr.  
Manager

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 1<sup>st</sup> day of May 2006 the foregoing instrument was acknowledged before me by Dennis R. King, Jr., Manager, on behalf of CCBI XI, LLC, an Ohio limited liability company.

(seal)



LISA A. DUCO  
Notary Public, State of Ohio  
My Commission Expires 04-16-10

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

This instrument prepared by:  
CITY OF COLUMBUS, DEPARTMENT OF LAW  
By: Richard A. Pieplow  
Real Estate Attorney  
Real Estate Division  
For: Division of Sewerage and Drainage  
Re: Lake Shore Dr. Sanitary  
Neg. EWR-CC14473 Lake Shore Dr. CCBI XI-5-1-06.doc

SANITARY SEWER EASEMENT  
EXHIBIT "A"

City of Columbus, Franklin County, Ohio

Scale 1" = 100'

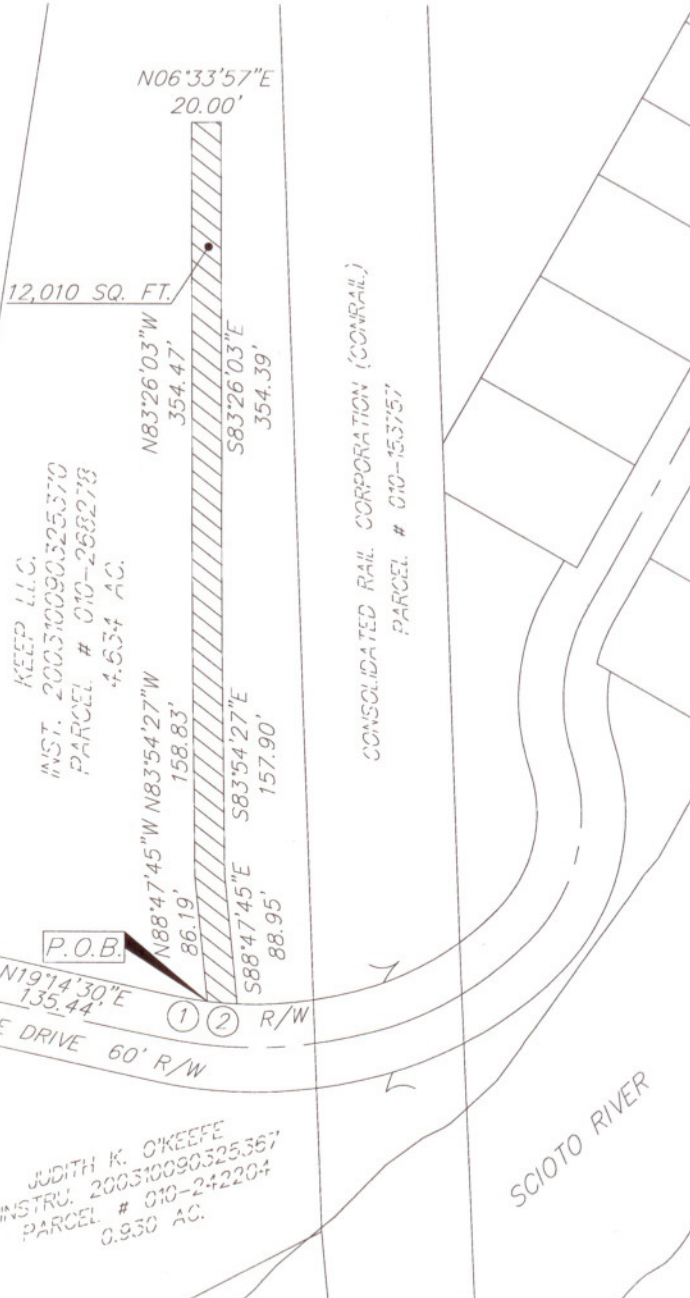
Date: October 13, 2005



①  
Δ=5'32"13"  
R=257.67'  
L=24.90'  
T=12.46'  
ChB=N16°28'23"E  
Ch=24.89'

②  
Δ=4'31"13"  
R=257.67'  
L=20.33'  
T=10.17'  
ChB=S11°26'40"W  
Ch=20.32'

QUARRY ON FIFTH # LTD  
INSTR. 199904290107697  
PARCEL # 010-202569  
2.827 AC.



LAKE SHORE NORTH  
LOT 2 - 3.855 AC.  
PB 72, PG 9  
PARCEL # 010-218496

JUDITH K. O'KEEFE  
INSTR. 200310090325367  
PARCEL # 010-242204  
0.930 AC.



Robert W. Martin  
Professional Surveyor No. 8114

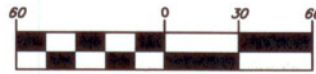
Date

# SANITARY SEWER EASEMENT EXHIBIT "B"

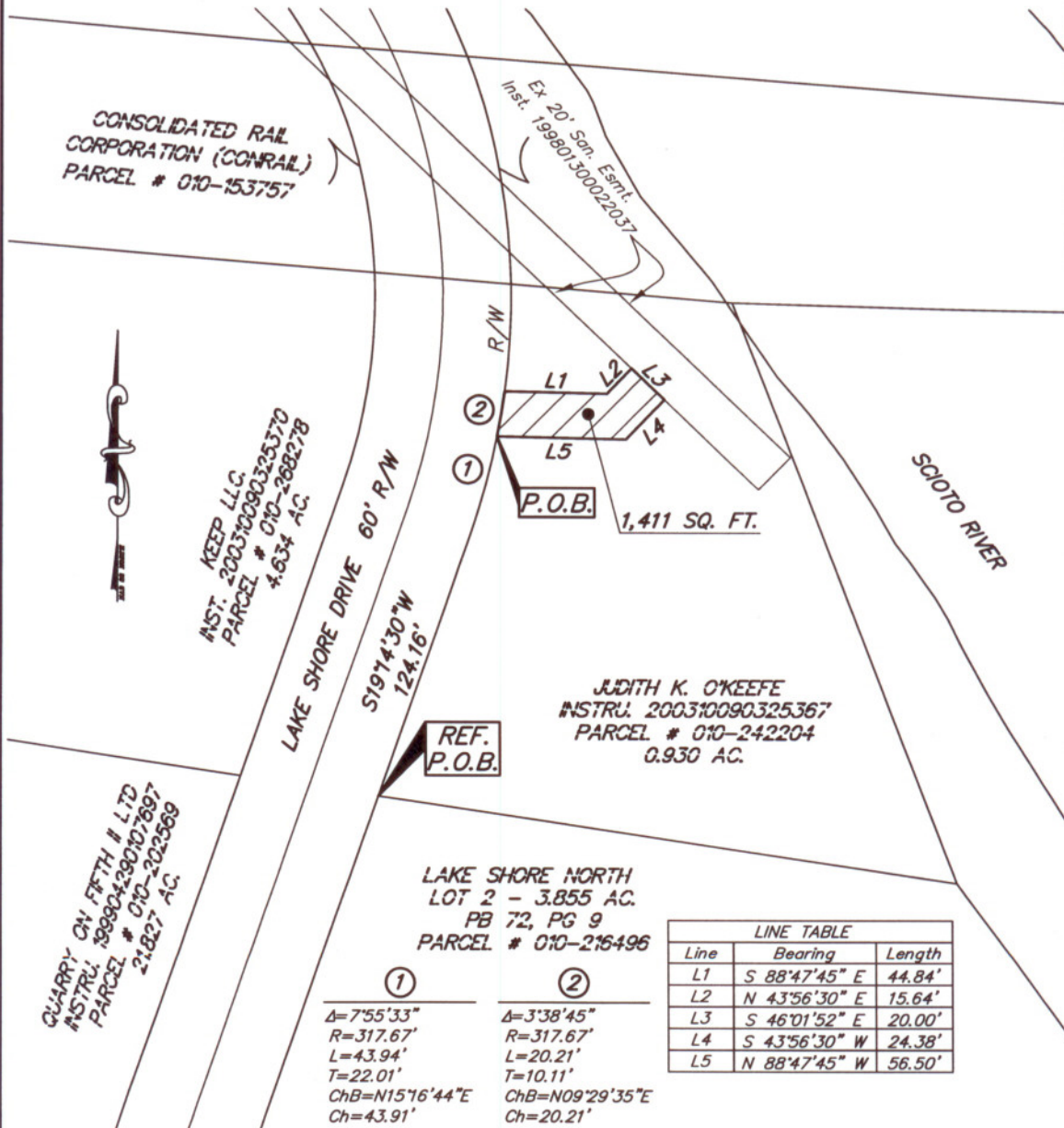
City of Columbus, Franklin County, Ohio

Scale 1" = 60'

Date: October 13, 2005



BAR SCALE



LAKE SHORE NORTH  
 LOT 2 - 3.855 AC.  
 PB 72, PG 9  
 PARCEL # 010-216496

Line	Bearing	Length
L1	S 88°47'45" E	44.84'
L2	N 43°56'30" E	15.64'
L3	S 46°01'52" E	20.00'
L4	S 43°56'30" W	24.38'
L5	N 88°47'45" W	56.50'

①  
 $\Delta=7^{\circ}55'33''$   
 $R=317.67'$   
 $L=43.94'$   
 $T=22.01'$   
 $ChB=N15^{\circ}16'44''E$   
 $Ch=43.91'$

②  
 $\Delta=3^{\circ}38'45''$   
 $R=317.67'$   
 $L=20.21'$   
 $T=10.11'$   
 $ChB=N09^{\circ}29'35''E$   
 $Ch=20.21'$



Robert W. Martin  
 Professional Surveyor No. 8114

Date