

200605260102884
Pg: 4 \$44.00 T20060039270
05/26/2006 4:09PM BXCITY ATTORN
Robert G. Montgomery
Franklin County Recorder

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **PORTRAIT HOMES-VILLAS AT WEST ALBANY, LLC**, "Grantor", an Illinois 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"):

CC14629

Situated in the State of Ohio, County of Franklin, Township of Plain and City of Columbus, lying in Section 7, Quarter Township 2, Township 2, Range 16, United States Military Lands, being across that tract conveyed to Portrait Homes, LLC by deed of record in Instrument Number 200603280057720, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning for reference at an iron pin set at a northwesterly corner of the condominium plat entitled "New Albany Park Condominiums Eighth Amendment" of record in Condominium Plat Book 125, Page 80;

Thence South 03° 45' 13" West, with the westerly line of said "New Albany Park Condominiums Eighth Amendment", a distance of 102.34 feet to the TRUE POINT OF BEGINNING;

Thence South 03° 45' 13" West, with Grantor's easterly line, a distance of 29.15 feet to a point;

Thence across Grantor's tract, the following courses and distances;

South 46° 16' 28" West, a distance of 150.43 feet to a point;

South 03° 45' 13" West, a distance of 246.23 feet to a point;

North 86° 21' 00" West, a distance of 290.09 feet to a point;

North 03° 42' 19" East, a distance of 20.00 feet to a point;

South 86° 21' 00" East, a distance of 270.10 feet to a point;

North 03° 45' 13" East, a distance of 220.16 feet to a point;

North 86° 18' 49" West, a distance of 338.56 feet to a point;

South 45° 30' 22" West, a distance of 68.05 feet to a point;

North 44° 29' 38" West, a distance of 20.00 feet to a point;

**TRANSFERRED
NOT NECESSARY**

**MAY 26 2006
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY OHIO**

**CONVEYANCE TAX
EXEMPT**
P *JP*
**JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR**

North 45° 30' 22" East, a distance of 76.99 feet to a point;

South 86° 18' 49" East, a distance of 353.13 feet to a point; and

North 46° 22' 31" East, a distance of 171.39 feet to the TRUE POINT OF BEGINNING, containing 0.505 acre of land, more or less.

Bearings are based on The State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Nos. 5574 and 5113, as established by the Franklin County Engineering Department.

Prior Instrument Reference: Instrument Number :20063280057720
Recorder's Office, Franklin County, Ohio.
Franklin County Tax Parcel No. 460-279304

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, Portrait Homes-Villas at West Albany, LLC, by its duly authorized member, has/have caused this instrument to be executed and subscribed this 15th day of May 2006.

PORTRAIT HOMES-VILLAS AT WEST ALBANY, LLC

An Illinois limited liability company

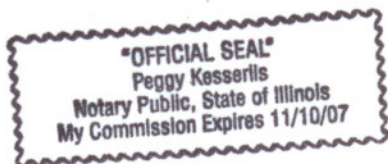
By: PASQUINELLI MANAGEMENT, LLC
An Illinois limited liability company, its Manager

By: [Signature]
Michael J. Pasquinelli,
Vice President

STATE OF ILLINOIS
COUNTY OF Cook, SS:

BE IT REMEMBERED, that on this 15th day of May 2006 the foregoing instrument was acknowledged before me by Michael J. Pasquinelli, Vice President, of Pasquinelli Management, Manager of Portrait Homes-Gabriel's Landing LLC, an Illinois limited liability company.

(seal)



[Signature]
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 & Drainage
Re: Central College Sanitary
Neg. EWR-CC14629-1Central College San.Portrait Homes 5-10-06.doc

Albert Vesner and Helen I.
Vesner, Co-Trustees
78 Ac.
I.N. 199910010246966

Portrait Homes, LLC
I.N.

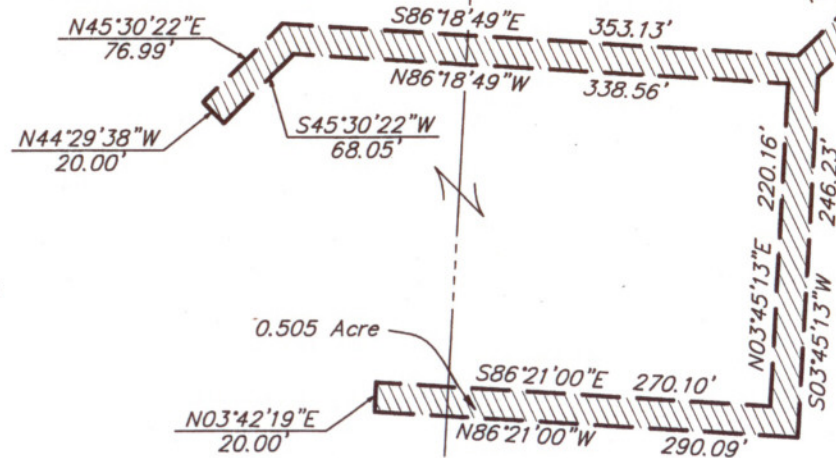
RPOB

TPOB

S03°45'13"W
102.34'


S03°45'13"W
29.15'

New Albany Park
Condominiums
Eighth Amendment
C.P.B. 125, Pg. 80



BASIS OF BEARINGS: Bearing are based on The Ohio State Plane Coordinate System as Per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Monument Nos. 5574 and 5113, as established by The Franklin County Engineering Department.



By  5/2/06
Professional Surveyor No. 8250



GRAPHIC SCALE
(IN FEET)