

18680F04

TIME _____
RECORDED FRANKLIN CO., OHIO

2:00 PM

DEED OF EASEMENT

FEB 21 1992

DETENTION POND

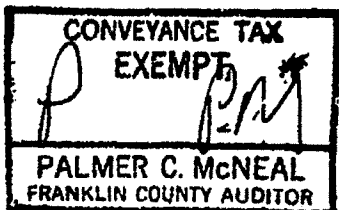
JOSEPH W. TESTA, RECORDER

2000

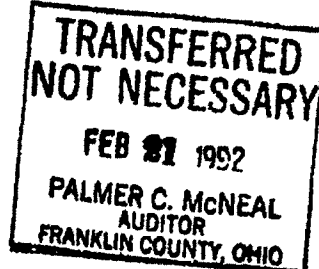
RECORDER'S FEE \$

KNOW ALL MEN BY THESE PRESENTS: That **MELJER PROPERTIES, INC.**, an Ohio corporation of the City of Grand Rapids, County of Kent, State of Michigan, hereinafter "Grantor", for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to it paid by the **CITY OF COLUMBUS, OHIO**, a municipal corporation incorporated under the laws of the State of Ohio, hereinafter "Grantee", the receipt of which is hereby acknowledged, does hereby GRANT and RELEASE to Grantee, its successors and assigns forever, a perpetual easement, in, over, under, and through the following described real estate, for the purpose of repairing a detention pond to be constructed by Grantor, together with the right of access to said easement for said purposes, being described as follows:

023779



(See Legal Description and Drawing Attached Hereto
As Exhibit "A" and Made a Part Hereof)



Grantor and Grantee understand and agree to the following:

1. Grantor, at its expense, shall install/construct a detention pond line within the easement area described herein. The detention pond shall be installed/constructed in accordance with City of Columbus, Division of Sewerage and Drainage Plan File No. CC-7926.
2. Grantee shall have the right, at any time, to inspect the retention pond to ascertain whether the pond and appurtenant facilities within the Easement Area are functioning hydraulically in accordance with generally accepted engineering standards. If the retention pond and/or appurtenant facilities are not so functioning and require repair, Grantee shall notify Grantor of the necessity for such repair and Grantor shall have a period of twenty (20) days from receipt of the notice within which to commence such repair. If Grantor fails to commence

18680F05

such repair within twenty (20) day period or, having commenced the repair, fails to diligently complete the repair, Grantee shall have the right to enter upon Grantor's property and perform the repair. If Grantee performs such repair as provided herein, Grantor shall fully reimburse Grantee for the actual cost of the repair upon receipt of an invoice itemizing the cost.

3. Should Grantor or Grantor's lessees, successors or assigns at any time discontinue discharging water into the retention pond maintained on the Easement Area with the intent of abandoning the use of the retention pond, then at that time with Grantee's prior written approval (which shall not be unreasonably withheld) this nonexclusive easement shall be terminated and become null and void.

4. Grantee agrees to perform any repair of the retention pond and appurtenant facilities in an expeditious, efficient and workmanlike manner and in a manner so as not to unreasonably interfere with any business conducted by Grantor or Grantor's lessees, successors or assigns upon the property adjacent to the Easement Area. After completion of the repair, Grantee will restore Grantor's property within said easement area to its former condition as nearly as is reasonably possible after completion of the particular work being performed. Grantor understands and agrees that the restoration of Grantor's property within the easement area is limited to returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible.

5. The rights granted herein shall not be construed to interfere with or restrict the use by the Grantor, its successors and assigns forever, of the premises with respect to the construction and maintenance of property improvements including paved drives and parking areas, and the granting of other utility easements, along and over the premises herein describe so long as the same are constructed so as not to impair the strength or interfere with the use and maintenance of said storm sewer, except that the grantor his successors and assigns forever,

18680F06

shall not construct or allow to be constructed any building or structure within said easement.

6. The easement granted herein is a non-exclusive perpetual easement and all terms and conditions herein shall be effective against and binding upon the Grantor and Grantee and their respective heirs, successors, and assigns.

7. The easement granted herein is a non-exclusive perpetual easement and all terms and conditions herein shall be effective against and binding upon the Grantor and Grantee and their respective heirs, successors, and assigns.

8. Grantor hereby covenants with City that it is true and lawful owner of the above described real estate and it is lawfully seized of the same in fee simple and has good right and full power to grant this Deed to Easement.

TO HAVE AND TO HOLD said premises unto the said Grantee, the City of Columbus, Ohio, its successors, and assigns forever, for the uses and purposes herein before described.

IT WITNESS WHEREOF, the Grantor Meijer Properties, Inc., an Ohio corporation, by its duly authorized officer, has caused this Deed of Easement to be executed and subscribed this 10TH day of FEBRUARY, 1992.

SIGNED IN THE PRESENCE OF:

Christina J. Flynn

Cindy Burchfield

GRANTOR:

MEIJER PROPERTIES, INC.

By: John S. Stephenson
John S. Stephenson
Vice President

APPROVED
LEGAL APC
R.E. DEPT. DD

18680F07

STATE OF MICHIGAN)
) SS.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me on February 10, 1991, by John S. Stephenson, the Vice President of Meijer Properties, Inc., an Ohio corporation, on behalf of the corporation.

Richard C Morgan

Notary Public, Kent County, MI
My commission expires: 7-22-92

MAIL

DRAFTED BY:
Robert D. Cook
2929 Walker Ave., N.W.
Grand Rapids, Michigan 49504
Telephone: (616)791-3002

RICHARD C. MORGAN
Notary Public, Kent County, MI
My Commission Expires July 22, 1992

RDC 2/3/92 10:42am
csldspnd.114



WOOLPERT

**DESCRIPTION OF
A DETENTION POND
OVER MEIJER PROPERTIES INC. LAND
COLUMBUS, OHIO
JANUARY 30, 1992**

Situated in the County of Franklin, State of Ohio, City of Columbus, being located in Quarter Township 3, Town 2 North, Range 16 West in the United States Military Lands, and being a permanent easement for drainage purposes over land conveyed to Meijer Properties, Inc., as recorded in O.R. Volume 177778A15 in the Deed Records of Franklin County, Ohio, said permanent easement being more particularly described as follows:

Beginning at a concrete monument found at the intersection of the centerline of Hamilton Road and the centerline of Morse Road;

thence along the centerline of Hamilton Road, North three degrees eighteen minutes thirty seconds (03°18'30") East for one thousand seventy-six and 75/100 (1076.75) feet to a point;

thence leaving said centerline, South eighty-six degrees forty-one minutes thirty seconds (86°41'30") East for ninety-nine and 85/100 (99.85) feet to the TRUE POINT OF BEGINNING of this herein described easement;

thence North three degrees eighteen minutes thirty seconds (03°18'30") East for three hundred sixteen and 85/100 (316.85) feet to a point;

thence South eighty-six degrees forty-one minutes thirty seconds (86°41'30") East for one hundred thirty-eight and 52/100 (138.52) feet, to a point of curvature;

thence on a curve to the left with a radius of two hundred twenty and 50/100 (220.50) feet for an arc distance of sixty-seven and 75/100 (67.75) feet, [long chord bearing North eighty-four degrees thirty minutes twenty-four seconds (84°30'24") East for sixty-seven and 48/100 (67.48) feet, central angle of said curve being seventeen degrees thirty-six minutes thirteen seconds (17°36'13")] to a point of tangency;

thence North seventy-five degrees forty-two minutes seventeen seconds (75°42'17") East for twenty-one and 19/100 (21.19) feet, to a point of curvature;

thence on a curve to the right with a radius of fifty and 00/100 (50.00) feet for an arc distance of seventy-eight and 54/100 (78.54) feet, [long chord bearing South fifty-nine degrees seventeen minutes forty-three seconds (59°17'43") East for seventy and 71/100 (70.71) feet, central angle of said curve being ninety degrees no minutes no seconds (90°00'00")], to a point of tangency;

thence South fourteen degrees seventeen minutes forty-three seconds (14°17'43") East for one hundred ninety-one and 65/100 (191.65) feet, to a point of curvature;

thence on a curve to the right with a radius of one hundred seventy-nine and 00/100 (179.00) feet for an arc distance of fifty-five and 00/100 (55.00) feet, [long chord bearing South five degrees twenty-nine minutes thirty-six seconds (05°29'36") East for fifty-four and 78/100 (54.78) feet, central angle of said curve being seventeen degrees thirty-six minutes fourteen seconds (17°36'14")], to a point of tangency;

thence South three degrees eighteen minutes thirty seconds (03°18'30") West for twenty-five and 74/100 (25.74) feet, to a point of curvature;

18680F09

**DESCRIPTION OF A DETENTION POND
MEIJER PROPERTIES INC. LAND
COLUMBUS, OHIO**

January 30, 1992

Page 2

thence on a curve to the right with a radius of fifty and 00/100 (50.00) feet for an arc distance of forty-three and 94/100 (43.94) feet, [long chord bearing South twenty-eight degrees twenty-nine minutes seven seconds (28°29'07") West for forty-two and 54/100 (42.54) feet, central angle of said curve being fifty degrees twenty-one minutes thirteen seconds (50°21'13")], to a point on the northerly right-of-way line of proposed Broadview Road;

thence by said north right-of-way line, North eighty-six degrees forty-one minutes thirty seconds (86°41'30") West for three hundred thirty-six and 42/100 (336.42) feet to the TRUE POINT OF BEGINNING.

This description was prepared from a field survey made by Woolpert Consultants in May of 1991. Bearings referred to in the description were transferred by a field traverse originating on Franklin County Survey Control Monuments "FCGS 69 and FCGS 169", and are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983.



William P. Finke
Ohio Registered Surveyor No. 7144



EXHIBIT A
DRAINAGE EASEMENT

18680F10

LOCATED IN:
QTR. TWP. 3, T2N, R16W, U.S.M.L.
CITY OF COLUMBUS
FRANKLIN COUNTY, OHIO
NOVEMBER 7, 1991

OFFE & PEGGY BARTLEY
O.R. 8389C04

BLUFTON HOLDINGS CORP.
O.R. 1195B05

N

THOMAS H. LURIE
O.B. 3787, PG. 746

OUTLOT 'A'

OUTLOT 'B'

MEIJER PROPERTIES, INC.
O.R. VOL. 17778A15

THOMAS H. LURIE
O.B. 3691, PG. 760

THOMAS H. LURIE
O.B. 3683, PG. 111

HAMILTON ROAD

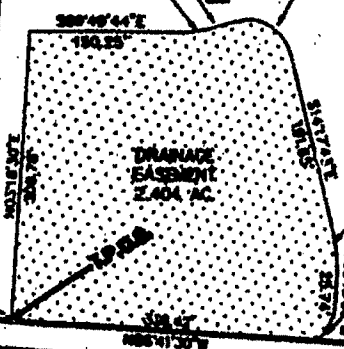
ROAD

$\Delta = 142756"$
 $R = 220.50"$
 $L = 55.67"$
 $LCM = 55.53"$
 $S825617"E$

$\Delta = 900000"$
 $R = 50.00"$
 $L = 78.54"$
 $LCM = 70.71"$
 $S261743"E$

$\Delta = 173616"$
 $R = 179.00"$
 $L = 50.00"$
 $LCM = 54.78"$
 $S222936"E$

$\Delta = 502113"$
 $R = 50.00"$
 $L = 43.94"$
 $LCM = 42.54"$
 $S282407"W$



1078.75'
20' CURB
10' MOURE TR.

WOOLPERT
CONSULTANTS
430 E. BROADWAY AVE.
MAYOR, OHIO 43202

BROADVIEW

THOMAS H. LURIE
O.B. 3683, PG. 111

