

QUITCLAIM DEED OF DETERMINABLE ENCROACHMENT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT THE **CITY OF COLUMBUS, OHIO** (“GRANTOR”), an Ohio municipal corporation, for valuable consideration given by **JOYCE A. JOHNSON** (“GRANTEE”), an Ohio resident, does quitclaim grant to Grantee, and Grantee’s beneficiaries, heirs, executors, administrators, and assigns, a nonexclusive, determinable, encroachment easement appurtenant in the following described real property (“EASEMENT AREA”); however, for no longer than ten (10) years and for so long as this easement is used for the purposes and subject to the conditions, restrictions, and limitations further contained in this instrument:

0.0034 ACRE EASEMENT AREA

The following described Septic Easement is situated in the State of Ohio, Franklin County, Norwich Township, VMS 1406, and being on a 6.50 acre tract conveyed to the City of Columbus, Ohio, by Deed Book 314 page 619, in the Franklin County Recorder's Office, and being more particularly described as follows:

Beginning at an iron pin and cap set in the West line of said 6.50 acre tract at the North East corner of a 1.99 acre tract conveyed to Joyce A. Johnson by Deed Book 3722 page 591;

Thence, with the line between said 6.50 and 1.99 acre tract, South 28° 33 min. 05 seconds East a distance of 35.00 feet to **The True Point Beginning** of said **Easement**;

Thence, across said 6.50 acre tract the following three courses:

1. North 61° 26 min. 55 seconds East a distance of 10.00 feet;
2. South 28° 33 min. 05 seconds East a distance of 15.00 feet;
3. South 61° 26 min. 55 seconds West a distance of 10.00 feet to a point in the line between said 6.50 and 1.99 acre tracts;

Thence, with the line between said 6.50 and 1.99 acre tracts, North 28° 33 min. 05 seconds West a distance of 15.00 feet returning to **The True Point Beginning** of said **Easement**.

Bearings are based the North line of said 1.99 acre tract (North 79° 57 min. East) as described in Deed Book 3722 page 591.

This deed is subject to and with the benefit of all legal highways, restrictions, easements, limitations, and reservations, of record, if any and to zoning restrictions which have been imposed thereon, if any.

All iron pins set are 5/8 inch diameter rebar with yellow plastic caps stamped “Cottrill L.L.C. 6858.”

This description is based on a field survey performed August 5th, 2012 by James R. Cottrill registration #6858. (Job #S120901 easement)

This legal description is depicted on the attached map drawing, Exhibit “A”, which is incorporated for reference.

FRANKLIN COUNTY TAX PARCEL № 200-000344

INSTRUMENT REFERENCE: D.B. 314, PG. 619;
RECORDER’S OFFICE, FRANKLIN COUNTY, OHIO
STREET ADDRESS: 4386 DUBLIN RD., COLUMBUS, OH 43221

1. Grantor grants this easement subject to the conditions, restrictions, and limitations contained in this instrument for the sole purpose of allowing Grantee's existing septic aeration system ("IMPROVEMENT") to encroach upon Grantor's real property within the Easement Area. In addition, Grantee's use of the Property or recordation of this instrument shall be deemed Grantee's acceptance of all terms, conditions, restrictions, limitations, and reservations contained in this instrument.
2. Grantee shall forever indemnify and hold harmless Grantor and all of its agents, employees, and representatives from and against all claims, damages, losses, suits, and actions, which shall include attorney's fees, arising or resulting from Grantee's use, operation, installation, construction, maintenance, repair, replacement, excavation, or removal of the Improvement, and use of the Easement Area by Grantee, or Grantee's agents, representatives, invited guests, or fiduciaries.
3. Grantee shall also forever release and save harmless Grantor from any claims for compensation or claims for damages to the Improvement, which damages arise, occur, or result from erosion, inundation, or flooding in the Easement Area. In addition, Grantee shall be responsible for all costs of removal and demolition of any structures or improvements, which is necessitated due to flooding or erosion in the operation, maintenance, and functioning of Griggs Reservoir in the Easement Area, regardless if those structures or improvements exist at the time of this grant or subsequent to the date of this Easement's grant.
4. Grantee shall possess the duty and obligation to maintain and repair the Improvement at Grantee's sole cost and expense. Grantee shall submit maintenance plans to Grantor, and Grantee shall receive Grantor's written approval prior to Grantee's performance of any maintenance or repair to the Improvement.
5. Grantor expressly reserves to itself a reversionary interest in the Easement Area. Furthermore, upon Grantee's abandonment, disuse, or change of use of the easement rights granted in this easement, or the Improvement's removal, substantial damage, destruction, or upon the expiration of ten (10) years from this easement's execution date, whichever event shall occur first, shall cause this easement to automatically cease and terminate. Grantor may file an Affidavit Relating to Title to Real Property for the purpose of memorializing and giving public notice of this easement's termination.
6. Subsequent to the granting of this easement, if the Columbus City Council determines that the Easement Area is necessary for any public purpose inconsistent or antagonistic to the purposes that this grant is made, then Grantor shall possess and reserves the right to terminate this easement upon sixty (60) days notice to Grantee.
7. In the event of termination or reversion described in this instrument, Grantee shall either remove the Improvement completely from the Easement Area or Grantee shall cap the Improvement according to Franklin County Health Department requirements, and Grantee shall execute and deliver a recordable instrument of conveyance returning the Easement Area and releasing all easement rights, which may have been conveyed in this instrument to Grantor. As soon as practicable after all entries made pursuant to the rights granted in this easement and at Grantor's sole option, Grantee shall cause Grantor's property located within the Easement Area or any property affected by such entry to be restored to its former condition as nearly as is reasonably possible, or Grantee's shall pay Grantor for all damages to Grantor's real property, which damage occurred, occasioned, or resulted from, Grantee's use, operation, occupation, installation, construction, maintenance, repair, excavation, or removal of the Improvement in the Easement Area.

8. Grantor's failure or refusal to exercise any rights reserved in this instrument shall not be construed or deemed a waiver of any rights Grantor possesses to enforce Grantee's obligations through any rights and remedies that Grantor, or its successors and assigns, may have at law or in equity for the enforcement of those obligations. No waiver shall be valid against Grantor unless reduced to writing, executed by Grantor's duly authorized authority, and recorded with the Recorder's Office, Franklin County, Ohio, in the underlying property's chain of title.

9. The rights granted in this easement are nonexclusive and shall not be construed to interfere or restrict Grantor's paramount right to use, construct, operate, and maintain any other property improvements in, on, over, around, under, and across the Easement Area, and for all water reservoir purposes.

IN WITNESS WHEREOF, Grantor, CITY OF COLUMBUS, OHIO, by the DIRECTORS OF THE DEPARTMENT OF RECREATION AND PARKS AND DEPARTMENT OF PUBLIC UTILITIES, as authorized by COLUMBUS CITY COUNCIL ORDINANCE № 2176-2012, voluntarily acknowledged and executed this instrument on the dates listed below.

CITY OF COLUMBUS, OHIO,
AN OHIO MUNICIPAL CORPORATION

CITY OF COLUMBUS, OHIO,
AN OHIO MUNICIPAL CORPORATION

ALAN D. MCKNIGHT, DIRECTOR
DEPARTMENT OF RECREATION AND PARKS

GREG J. DAVIES, DIRECTOR
DEPARTMENT OF PUBLIC UTILITIES

DATE: _____

DATE: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED that on _____, 2012, this instrument was voluntarily acknowledged and signed before me on behalf of the CITY OF COLUMBUS, OHIO, by ALAN D. MCKNIGHT, DIRECTOR, DEPARTMENT OF RECREATION AND PARKS.

(SEAL)

NOTARY PUBLIC
COMMISSION EXPIRATION: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED that on _____, 2012, this instrument was voluntarily acknowledged and signed before me on behalf of the CITY OF COLUMBUS, OHIO, by GREG DAVIES, DIRECTOR, DEPARTMENT OF PUBLIC UTILITIES.

(SEAL)

NOTARY PUBLIC
COMMISSION EXPIRATION: _____

IN WITNESS WHEREOF, Grantee, JOYCE A. JOHNSON, an Ohio resident, voluntarily acknowledged and executed this instrument on _____, 2012.

JOYCE A. JOHNSON,
OHIO RESIDENT

DATE: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED that on _____, 2012, this instrument was voluntarily acknowledged and signed before me by JOYCE A. JOHNSON, an Ohio resident.

(SEAL)

NOTARY PUBLIC
COMMISSION EXPIRATION: _____

THIS INSTRUMENT PREPARED BY: (10/1/2012)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION
BY: USAMAH ABDULLAH, ASSISTANT CITY ATTORNEY
FOR: WATERSHED MANAGEMENT SECTION (STEVEN LOWE)
RE: GRIGGS RESERVOIR ENCROACHMENT – 4386 DUBLIN RD

EXHIBIT "A" (PG. 1/1)

