

RL



200605110091282

Pgs: 4 \$44.00 T20060035213  
05/11/2006 4:11PM BXCITY ATTORN  
Robert G. Montgomery  
Franklin County Recorder

# DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that PORTRAIT HOMES-GABRIEL'S LANDING 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"):

## CC14439 SANITARY SEWER EASEMENT 0.637 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in Survey No. 1474, Virginia Military District, being a strip of land on, over, and across the remainder of the original 4.910 acre tract conveyed to Portrait Homes-Gabriel's Landing LLC by deed of record in Instrument Number 200506150116504, the remainder of the original 12.836 acre tract conveyed to Portrait Homes-Gabriel's Landing LLC by deed of record in Instrument Number 200506150116502, the 1.790 acre tract conveyed to Portrait Homes-Gabriel's Landing LLC by deed of record in Instrument Number 200509300205224, the 2.472 acre tract conveyed to Portrait Homes-Gabriel's Landing LLC by deed of record in Instrument Number 200509300205216, and the 2.017 acre tract conveyed to Portrait Homes-Gabriel's Landing LLC by deed of record in Instrument Number 200509300205209, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING in the westerly right-of-way line of Norton Avenue, at the common corner of said 1.790 acre tract, the remainder of the original 16.618 acre tract conveyed to Eagle Crest Management Group LLC, the 0.060 acre tract conveyed to City of Columbus by deed of record in Instrument Number 200312030384125, and the 0.088 acre tract conveyed to City of Columbus by deed of record in Instrument Number 200312310406750;

Thence North 76° 35' 23" West, a distance of 60.00 feet, with the line common to said 1.790 acre tract and the remainder of said original 16.618 acre tract, to a point in the westerly line of the existing sanitary sewer easement of record in Deed Book 3203, Page 566;

Thence across said 1.790 acre tract, the remainders of said original 4.910 and 12.836 acre tracts, and said 2.017 and 2.472 acre tracts, the following courses and distances:

North 13° 29' 39" East, a distance of 25.00 feet, with the westerly line of said existing easement, to a point;

South 76° 35' 23" East, a distance of 35.00 feet, partly across said existing easement, to a point;

North 13° 29' 39" East, a distance of 738.59 feet, to a point;

FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
*[Signature]*  
JOSEPH W. TESTA  
FRANKLIN COUNTY AUDITOR

TRANSFERRED  
NOT NECESSARY  
MAY 11 2006  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

North 73° 05' 28" West, a distance of 238.03 feet, to a point;

North 16° 54' 32" East, a distance of 22.82 feet, to a point;

Thence South 76° 06' 12" East, a distance of 261.25 feet, across said 2.472 acre tract, with the line common to said 2.472 and 2.017 acre tracts, and with the line common to said 2.017 acre tract and the remainder of the original 0.504 acre tract conveyed to Jerry L. and Ruth H. Billman by deed of record in Official Record 25815 E02, to the common corner of said 2.017 acre tract, the remainder of said original 0.504 acre tract, the 0.028 acre tract conveyed to City of Columbus by deed of record in Instrument Number 200311250376773, and the 0.095 acre tract conveyed to City of Columbus by deed of record in Instrument Number 200312310406754, being in the westerly right-of-way line of said Norton Avenue;

Thence South 13° 29' 39" West, a distance of 798.67 feet, with the easterly lines of said 2.017 acre tract, the remainders of said original 12.836 and 4.910 acre tracts, and said 1.790 acre tract, the westerly lines of said 0.095 and 0.088 acre tracts, and said westerly right-of-way line, to the POINT OF BEGINNING, containing 0.637 acre of land, more or less.

Franklin County Tax Parcel No. 570-278106

Prior Instrument Reference: Instrument Number 200509300205209  
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

casement, 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-Gabriel's Landing LLC., by its duly authorized member, has caused this instrument to be executed and subscribed this 5 day of May 2006.

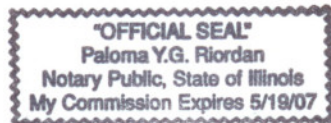
**PORTRAIT HOMES-GABRIEL'S LANDING LLC,**  
an Illinois limited liability company

By: PASQUINELLI MANAGEMENT, LLC., an Illinois limited liability company, Its Manager

By: *Michael J. Pasquinelli*  
Michael J. Pasquinelli, Vice President

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 5 day of May 2006 the foregoing instrument was acknowledged before me by Michael J. Pasquinelli, Vice President of, Pasquinelli Management, LLC., an Illinois limited liability company, Manager of Portrait Homes-Gabriel's Landing LLC; an Illinois limited liability company.



*Paloma Y.G. Riordan*  
Notary Public (seal)

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: Norton Rd Sanitary  
Neg. EWRCC14439 Norton Rd San. Portrait Homes 11-4-05.doc

# EMH&T

Evans, Mechwart, Hamblen & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4200 Fax: 614.775.4800

## SANITARY SEWER EASEMENT SURVEY No. 1474 VIRGINIA MILITARY DISTRICT CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO

Date: October 4, 2005

Job No. 2005-1443

Scale: 1" = 100'

C:\CAMPDIA\74131504\F... 05:27:27, 2005-10-03 10:05:51 4:55E D:\C\LEGAL PORTRAIT... NO REVFS - LAST SAVED BY: THEBB (10/29/2005 7:11:28 AM) PLOTTED BY: THEBB (10/29/2005 7:11:28 AM)

