



Doc ID: 010225330004 Type: OFF
 Kind: EASEMENT
 Recorded: 01/16/2014 at 09:21:32 AM
 Fee Amt: \$44.00 Page 1 of 4
 Workflow# 0000069016-0001
 Delaware County, OH
 Melissa Jordan County Recorder
 File# 2014-00001150

BK **1268** PG **1089-1092**

COLUMBUS CITY ATTORNEY'S
 OFFICE
 77 N FRONT STREET 4TH FL
 COLUMBUS, OH 43215

Delaware County
 The Grantor Has Complied With
 Section 319.202 Of The R.C.

DATE 1-16-14 Transfer Tax Paid
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~
 Delaware County Auditor By S. Likens

DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT **POLARIS ENCLAVE, LLC**, an Ohio limited liability company ("GRANTOR"), for good and valuable consideration, which receipt and sufficiency are acknowledged, given by the **CITY OF COLUMBUS, OHIO**, an Ohio municipal corporation ("GRANTEE"), does forever grant to Grantee and Grantee's successors and assigns a perpetual and exclusive easement in, on, over, under, across, above, within, through, and burdening the following described tract of real property ("EASEMENT AREA") for the rights to access, excavate, construct, install, reconstruct, replace, remove, repair, maintain, control, and operate public water utility lines and their appurtenances (collectively, "IMPROVEMENT"):

0.093 ACRE EASEMENT AREA

[SOUTH OF POLARIS PARKWAY; EAST OF GARRETT STREET; WEST OF SOUTH OLD STATE ROAD]

Situated in the State of Ohio, County of Delaware, City of Columbus, in Farm Lot 2, Quarter Township 3, Township 3, Range, United States Military Lands being 0.093 acres of the land conveyed to Polaris Enclave, LLC as recorded in Official Record Volume 1245, Page 2297 (all references refer to records in the Delaware County Recorder's Office, Ohio) and more fully described as follows:

Beginning at an existing ¾" ID pipe at a southeast corner of Wynstone Village (Plat Cabinet 3, Slide 236) on a westerly right of way line of South Old State Road and northerly line of said Polaris Enclave, LLC being the **POINT OF BEGINNING**;

Thence **South 17°11'45" West** a distance of **140.38 feet**, along a westerly right of way of South Old State Road to an existing ¾" ID pipe at a southeasterly property corner of said Polaris Enclave, LLC and northeast property corner of Korean Presbyterian Church (ORV 1049, Pg 504) 10.511 acre tract;

Thence **North 86°56'05" West** a distance of **29.60 feet**, along a northerly line of said 10.511 acre tract to a point;

Thence **North 17°11'45" East** a distance of **140.53 feet** to a point on the northerly line of said Polaris Enclave, LLC and southerly line of said Wynstone Village;

Thence **South 86°39'02" East** a distance of **29.56 feet**, along a northerly line of said Polaris Enclave, LLC and southerly line of said Wynstone Village to the **POINT OF BEGINNING** containing **0.093 acres** more or less according to an actual field survey made by Hockaden and Associates, Inc. in November of 2013;

An assumed bearing of South 16°45'06" West was used on the centerline of South Old State Road and all other bearings based upon this meridian.

HOCKADEN AND ASSOCIATES, INC.
 CONSULTING ENGINEERS AND SURVEYORS
 FRANK C. LONG, P.S. No 6615; 12/17/2013

THIS LEGAL DESCRIPTION OF THE EASEMENT AREA IS DEPICTED ON THE ATTACHED MAP DRAWING, **EXHIBIT-A**, WHICH IS FULLY INCORPORATED INTO THIS EASEMENT FOR REFERENCE.

DELAWARE COUNTY TAX PARCEL(S): 318-344-02-001-000;
PRIOR INSTRUMENT REFERENCE(S): O.R.V. 1245, PG. 2297;
 RECORDER'S OFFICE, DELAWARE COUNTY, OHIO;
STREET ADDRESS: 9440 S. OLD STATE RD., LEWIS CENTER, OH 43035.

1. All terms and conditions contained in this Easement forever inure to the benefit and are binding upon Grantor and Grantee and Grantor and Grantee's respective successors and assigns.

2. Grantor forever releases and discharges Grantee, City of Columbus, Ohio, from all just compensation claims under the Ohio Constitution, Article 1, Section 19, arising from granting this Easement.

3. At Grantor's expense, Grantor is required to initially install and construct the Improvement within the Easement Area. Furthermore, Grantor is required to install and construct the Improvement according to all applicable construction specifications, rules, and regulations of the City of Columbus, Ohio. After Grantor's initial installation and construction of the Improvement, Grantor is required, at its expense, to restore and return the Easement Area to its former condition as nearly as is reasonably practicable. Only after Grantee approves and accepts Grantor's installation and construction of the Improvement will Grantee accept the rights to access, excavate, construct, install, reconstruct, replace, remove, repair, maintain, control, and operate the Improvement as necessity requires.

4. The perpetual easement rights granted in this Easement are freely transferrable by Grantee; forever run with the land of the servient estate; and are exclusive to all, except Grantor and any previously and properly recorded rights in the servient estate's chain of title. Grantor is prohibited from constructing or allowing the construction of any temporary or permanent buildings, structures, facilities, or other unauthorized improvements or excavation in or upon the Easement Area. Grantor can only use the Easement Area for other utility service lines, driveways, paved parking, curbs, driveways, and sidewalks that do not, in any manner, impair or interfere with Grantee's rights to access, excavate, construct, install, reconstruct, replace, remove, repair, maintain, control, and operate the Improvement. If Grantor makes any unauthorized permanent or temporary improvements or excavation in or upon the Easement Area, other than those exceptions provided in this section, then Grantor assumes full responsibility for any damage or destruction to the Improvement and to Grantor's unauthorized improvements. Furthermore, Grantee and Grantee's employees, agents, representatives, and contractors are not liable for any damage or destruction of Grantor's unauthorized improvements while exercising any rights of this Easement.

5. After Grantee's approval and acceptance of Improvement, Grantee's subsequent entry into the Easement Area to exercise Grantee's rights to the rights to access, excavate, construct, install, reconstruct, replace, remove, repair, maintain, control, and operate the Improvement, Grantee will restore the Easement Area to its former condition as is reasonably practicable. Grantor understands and agrees that Grantee's restoration of the Easement Area is specifically limited to reasonably restoring the Easement Area's grade and surface to their former condition, and Grantee's restoration does not include repair, replacement, or compensation of any other improvements or landscaping in the Easement Area.

6. Grantee's failure or refusal to exercise any rights reserved in this Easement is not a waiver of any rights Grantee possesses to enforce Grantor's obligations through any rights and remedies Grantee has at law or in equity for the enforcement of Grantor's obligations. No waiver is valid against Grantee unless reduced to writing, executed by Grantee's authorized authority, and recorded with the Recorder's Office, Delaware County, Ohio, in the servient estate's chain of title.

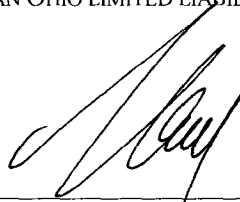
7. Grantor forever represents and warrants to Grantee that Grantor is the true and lawful owner of the servient estate; is lawfully seized of the servient estate in fee simple title; has good right and full power to grant this Easement; and will not convey or transfer fee simple ownership of the servient estate prior to this Easement's recording.

TO HAVE AND TO HOLD the Easement Area forever to Grantee, City of Columbus, Ohio, and its successors and assigns for all uses and purposes described in this Easement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTOR'S EXECUTION ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor, Polaris Enclave, LLC, an Ohio limited liability company, by its authorized managing member, Thomas M. Bell, who represents and warrants possessing legal authority and capacity to execute this Easement on behalf of Grantor, voluntarily executes this Easement on behalf of Grantor on the effective date below.

POLARIS ENCLAVE, LLC,
AN OHIO LIMITED LIABILITY COMPANY




PRINT NAME: Thomas M. Bell
TITLE: President
DATE: 1/14/2014

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED ON JANUARY 17, 2014, 2014, I affixed my seal to acknowledge this instrument was voluntarily executed before me by THOMAS BELL on behalf of Grantor, Polaris Enclave, LLC.



JONATHON D. FOSTER
Notary Public, State of Ohio
My Commission Expires
February 28, 2017


NOTARY PUBLIC
COMMISSION EXPIRATION: 2-28-2017

THIS INSTRUMENT APPROVED BY: (1/13/2014)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION
BY: U. SAM ABDULLAH, ASSISTANT CITY ATTORNEY
FOR: DPU, WATER (TIM HUFFMAN, P.E.)
RE: WATER UTILITY EASEMENT, 13-171



PREPARED BY:
HOCKADEN AND ASSOCIATES, INC.
 Consulting Engineers & Surveyors
 883 North Cassady Avenue
 Columbus, Ohio 43219
 Telephone: (614) 252-0993
 Fax: (614) 252-0444

EASEMENT EXHIBIT

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, CITY OF COLUMBUS,
 IN FARM LOT 2, QUARTER TOWNSHIP 3, TOWNSHIP 3, RANGE 18, US MILITARY LANDS

WYNSTONE VILLAGE
 PLAT CABINET 3, SLIDE 235

POINT OF BEGINNING

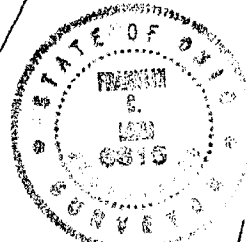
LEGEND

○ 3/4" ID PIPE FOUND

POLARIS ENCLAVE, LLC
 ORV 1245, Pg 2297

0.093 ACRES
 4,031 SF

KOREAN PRESBYTERIAN CHURCH
 10.511 ACRES
 O.R. 1049, PG. 504



GRAPHIC SCALE



(IN FEET)
 1 inch = 20 ft.

SCALE: 1"=20'

DATE: 12-17-2013

SURV'D	DRAWN	CHECKED
SUR. BY	FCL	CK BY

REVISED DATES	42874.10

HOCKADEN AND ASSOCIATES, INC.
 CONSULTING ENGINEERS & SURVEYORS

By *Frank C. Long* 17 Dec. 2013
 FRANK C. LONG, P.S. No. 6615