

## QUITCLAIM DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the CITY OF COLUMBUS, OHIO, "Grantor", a municipal corporation, for One Dollar (\$1.00) and other good and valuable consideration paid by THE OHIO BELL TELEPHONE COMPANY, "Grantee", an Ohio corporation,(d.b.a. AT&T Ohio) the receipt of which is hereby acknowledged, does hereby quitclaim unto said Grantee, its successors and assigns, the following described non-exclusive perpetual easement, for so long as said easement is used for the purposes herein mentioned, to install, construct, reconstruct, operate, maintain, repair and remove underground cables, wires, conduits, and two surface concrete pads for two (2) telephone equipment cabinets thereon and appurtenances thereto:

Situated in the State of Ohio, County of Franklin, City of Columbus, being in Section 21 and 22, Township 12N, Range 21W, Refugee Lands, being part of Reserve "C" of "Lea-Wood Gardens" as the same is described and delineated upon the recorded Plat Book 28, Page 26, being the property of the City of Columbus, Ohio, a municipal corporation, conveyed by Deed Book 2047, Page 441, all records at the Franklin County Recorder's Office, said easement being described as follows:

Beginning at the northwest corner of said property;

Thence S 87° 10' 42" E, 10.00 feet, along the South right-of-way if Livingston Avenue, to a point;

Thence S 02° 59' 00" W, 240.00 feet to a point on the North right-of-way of Aragon Avenue;

Thence N 87° 10' 42" W, 10.00 feet, along the North right-of-way of Aragon Avenue, to the West property line;

Thence N 02° 59' 00" E, 240.00 feet, along the West property line to the Point Of Beginning, containing 0.055 acre, more or less.

Bearings based on Lea-Woods Gardens Subdivision, Plat Book 28, Page 26.

Franklin County Tax Parcel Number 010-095934.

Prior Instrument Reference: D.B. Vol. 2047, Page 441,

Recorder's Office, Franklin County, Ohio.

The recording of this deed of easement or use of the described easement by the Grantee, shall be deemed acknowledgment and acceptance by the Grantee of all terms and conditions contained herein, which shall be effective and binding upon the Grantee, its successors and assigns.

1. Grantee shall forever indemnify and hold harmless the Grantor and all of its agents, employees and representatives from and against all claims, damages, losses, suits and actions, including attorney's fees, arising or resulting from the Grantee's installation, construction, reconstruction, operation, maintenance, repair, replacement or removal of any Grantee improvements, or use of the above described real property by Grantee, its agents, representatives, employees.

2. Grantor expressly reserves unto itself a reversionary interest in the herein described easement. Grantee shall not share, lease, assign, sell, convey, or transfer all or any part of the easement or rights granted herein. In the event Grantee should abandon, disuse, share, lease, sell, assign, convey or transfer all or any part of the easement or rights granted herein, such easement and all rights connected therewith shall terminate and revert to Grantor and the Grantor may file an Affidavit On Facts Relating To Title for the purpose of giving public notice of any such reversion. Upon termination and reversion as stated, the Grantee shall execute and deliver a recordable instrument of conveyance returning the herein described easement rights to Grantor and releasing any and all rights which may have been conveyed hereby. In addition, the Grantee shall remove all Grantee improvements from the easement area and the Grantor shall be released from any obligation or liability to Grantee arising or resulting from the granting or termination thereof. The foregoing shall not restrict the Grantee from assigning such easement to its successor for the identical uses and purposes provided for herein.

3. The Grantee agrees that, as soon as practicable, after all entries made pursuant to the rights granted herein, it shall cause the property of the Grantor located within the easement herein described, or any property affected by such entry, to be restored to its former condition as nearly as is reasonably possible, or shall pay Grantor, at Grantor's option, for all damages to Grantor's real property, which damage was occasioned by or resulted from the Grantee, or its agent's installation, construction, maintenance, repair or removal of the concrete pad or telephone equipment cabinet, including any facilities and appurtenances utilized therewith, or use and occupation of the easement.

4. The rights granted herein are nonexclusive and shall not be construed to interfere with or restrict the Grantor's paramount right to use the described real property for any and all public purposes or construct and maintain property improvements in, over, under, across and through said real property.

The Grantor, City of Columbus, Ohio, by Mitchell J. Brown, Director, Department of Public Safety, as authorized by Columbus City Council Ordinance No. \_\_\_\_\_ passed on the \_\_\_\_\_ day of \_\_\_\_\_ 2007, has hereunto caused this instrument to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

**CITY OF COLUMBUS, OHIO**

a municipal corporation

\_\_\_\_\_  
Mitchell J. Brown, Director  
Department of Public Safety

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_ 2007  
the foregoing instrument was acknowledged before me by Mitchell J. Brown, Director,  
Department of Public Safety, on behalf of the City of Columbus, Ohio, a municipal corporation.

(seal)

\_\_\_\_\_  
Notary Public

**This instrument prepared by:**  
**CITY OF COLUMBUS, DEPARTMENT OF LAW**  
**By: Richard A. Pieplow (4-25-07)**  
**Real Estate Attorney**  
**Real Estate Division**  
**For: Division of Fire**  
**Re: Fire Station No. 23.**

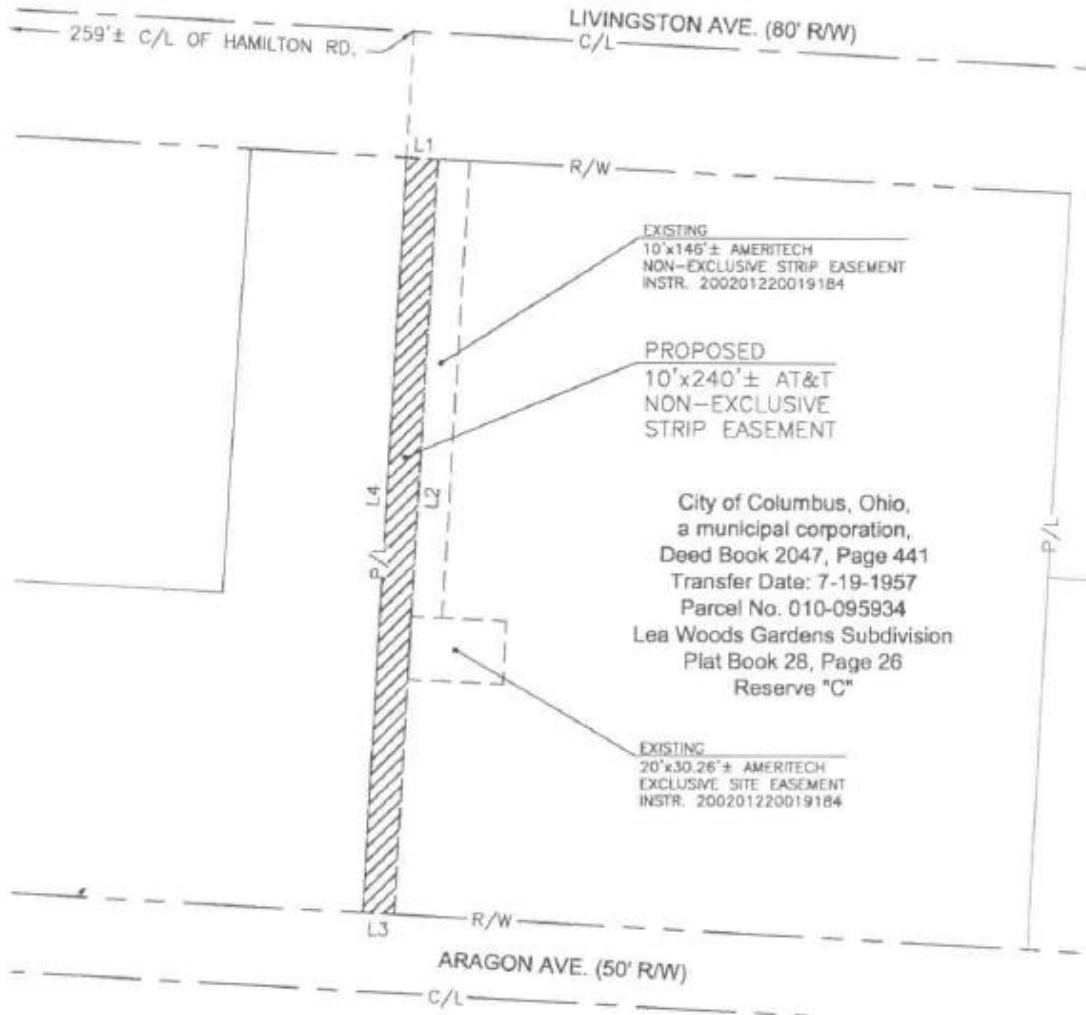
# EXHIBIT "A"



TO AN EASEMENT DATED \_\_\_\_\_  
 FROM  
 City of Columbus, Ohio,  
 a municipal corporation,  
 TO  
 THE OHIO BELL TELEPHONE COMPANY  
 dba AT&T, an Ohio corporation

### LINE TABLE

LINE	BEARINGS	DISTANCE
L1	S87°10'42"E	10.00'
L2	S02°59'00"W	240.00'
L3	N87°10'42"W	10.00'
L4	N02°59'00"E	240.00'



City of:	Columbus
Twp of:	
County of:	Franklin
State of:	Ohio
OBT Undertaking No.	6078916
Requester	V. Chapman
Drawn By	BK
Checked By	S. Chapman
Approved By	B. Kurto
Date	3/18/07
File Name	2007-1416.dwg

This document was prepared by ADC Information Technologies Inc. dba Integrated Building Systems, for the limited use of The Ohio Bell Telephone Company dba AT&T Ohio to identify the easement location and is not intended to represent an accurate survey of the property. Subject to all legal easements and rights of way of record.

All Records from the Recorders Office of Franklin County, Ohio

The easement bearings are based on: Lea Woods Gardens Subdivision  
Plat Book 28, Page 26