



Doc ID: 010203510006 Type: OFF
 Kind: EASEMENT
 Recorded: 12/23/2013 at 10:23:52 AM
 Fee Amt: \$60.00 Page 1 of 6
 Workflow# 0000067891-0001
 Delaware County, OH
 Melissa Jordan County Recorder
 File# 2013-00044724

BK **1264** PG **2454-2459**

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 12-23-13 Transfer Tax Paid 0
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~
 Delaware County Auditor By S. L. King

DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT **POLARIS GRAND, 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 sewer utility lines and their appurtenances (collectively, "IMPROVEMENT"):

1.091 ACRE EASEMENT AREA (CC-16564)

Situate in the State of Ohio, County of Delaware, City of Columbus, lying in Farm Lot 3, Quarter Township 3 and Farm Lot 22, Quarter Township 4, Township 3, Range 18, being on, over and across that tract conveyed to Polaris Grand, LLC by deed of record in Official Record 1233, Page 2765, (all references refer to the records of the Recorder's Office, Delaware County, Ohio) being more particularly described as follows:

BEGINNING at the southeasterly corner of said Polaris Grand, LLC tract, being the northeasterly corner of Lot 191 of "Shuster Subdivision", of record in Plat Book 7, Page 49, and in the westerly line of "Prestwick Commons Section 4", of record in Plat Cabinet 2, Slide 322;

Thence **North 86° 47' 23" West**, with the line common to said Polaris Grand, LLC tract and said "Shuster Subdivision", a distance of **116.01 feet** to a point;

Thence across said Polaris Grand, LLC tract, the following courses and distances:

- **North 02° 36' 58" East**, a distance of **99.95 feet** to a point;
- **North 86° 46' 42" West**, a distance of **277.13 feet** to a point;
- **North 86° 47' 23" West**, a distance of **113.67 feet** to a point;
- **North 78° 27' 10" West**, a distance of **223.02 feet** to a point;
- **North 11° 32' 50" East**, a distance of **25.00 feet** to a point;
- **South 78° 27' 10" East**, a distance of **221.19 feet** to a point;
- **South 86° 47' 23" East**, a distance of **111.85 feet** to a point;
- **South 86° 46' 42" East**, a distance of **276.87 feet** to a point;
- **North 02° 36' 58" East**, a distance of **353.55 feet** to a point;
- **North 86° 32' 27" West**, a distance of **284.73 feet** to a point;
- **North 86° 40' 51" West**, a distance of **377.03 feet** to a point;
- **North 03° 19' 09" East**, a distance of **25.00 feet** to a point;
- **South 86° 40' 51" East**, a distance of **377.06 feet** to a point;
- **South 86° 32' 27" East**, a distance of **309.39 feet** to a point;
- **South 02° 36' 58" West**, a distance of **478.38 feet** to a point;
- **South 86° 49' 36" East**, a distance of **66.00 feet** to a point;
- **North 02° 36' 58" East**, a distance of **33.37 feet** to a point; and
- **South 87° 23' 02" East**, a distance of **25.00 feet** to a point in the westerly line of said "Prestwick Commons Section 4";

Thence **South 02° 36' 58" West**, with the line common to said Polaris Grand, LLC tract and said "Shuster Subdivision", a distance of **58.69 feet** to the **POINT OF BEGINNING**, containing **1.091 acres**, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.
 HEATHER L. KING, PS № 8307; 10/28/2013

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): 31834101001001, 31831405005001, & 31834101001000;
PRIOR INSTRUMENT REFERENCE(S): O.R. 1233, PG. 2765;
RECORDER'S OFFICE, DELAWARE COUNTY, OHIO;
STREET ADDRESS: 0000 S. OLD STATE RD., LEWIS CENTER, OH 43232.

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 in accordance to all applicable construction specifications, rules, and regulations of the City of Columbus, Ohio. At Grantor's expense but after Grantor's initial installation and construction of the Improvement, Grantor is required 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 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 forever absolved of liability for any damage or destruction of Grantor's unauthorized improvements while Grantee exercises any rights under this Easement.

5. After Grantee's approval and acceptance of Improvement and after Grantee's subsequent entry into the Easement Area to exercise any of Grantee's 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 in the servient estate's chain of title at the Recorder's Office, Delaware County, Ohio,.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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 Grand, LLC, an Ohio limited liability company, by its authorized managing member, George M. Harmanis, 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 GRAND, LLC,
AN OHIO LIMITED LIABILITY COMPANY

George M. Harmanis
PRINT NAME: GEORGE M. HARMANIS
TITLE: CFO/SVP
DATE: 12/9/13

STATE OF OHIO)
COUNTY OF Franklin) SS:

BE IT REMEMBERED ON December 9th, 2013, I affix my seal to acknowledge this instrument was voluntarily executed before me by George M. Harmanis, on behalf of Grantor, Polaris Grand, LLC.



Brenda K. Griffith
Notary Public, State of Ohio
My Commission Expires 07-09-2017

Brenda K. Griffith
NOTARY PUBLIC
COMMISSION EXPIRATION: 7/9/17

THIS INSTRUMENT APPROVED BY: (12/2/2013)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION
BY: U. SAM ABDULLAH, ASSISTANT CITY ATTORNEY
FOR: DPU, DOSD (JASON SANSON)
RE: CC16564 - POLARIS GRAND

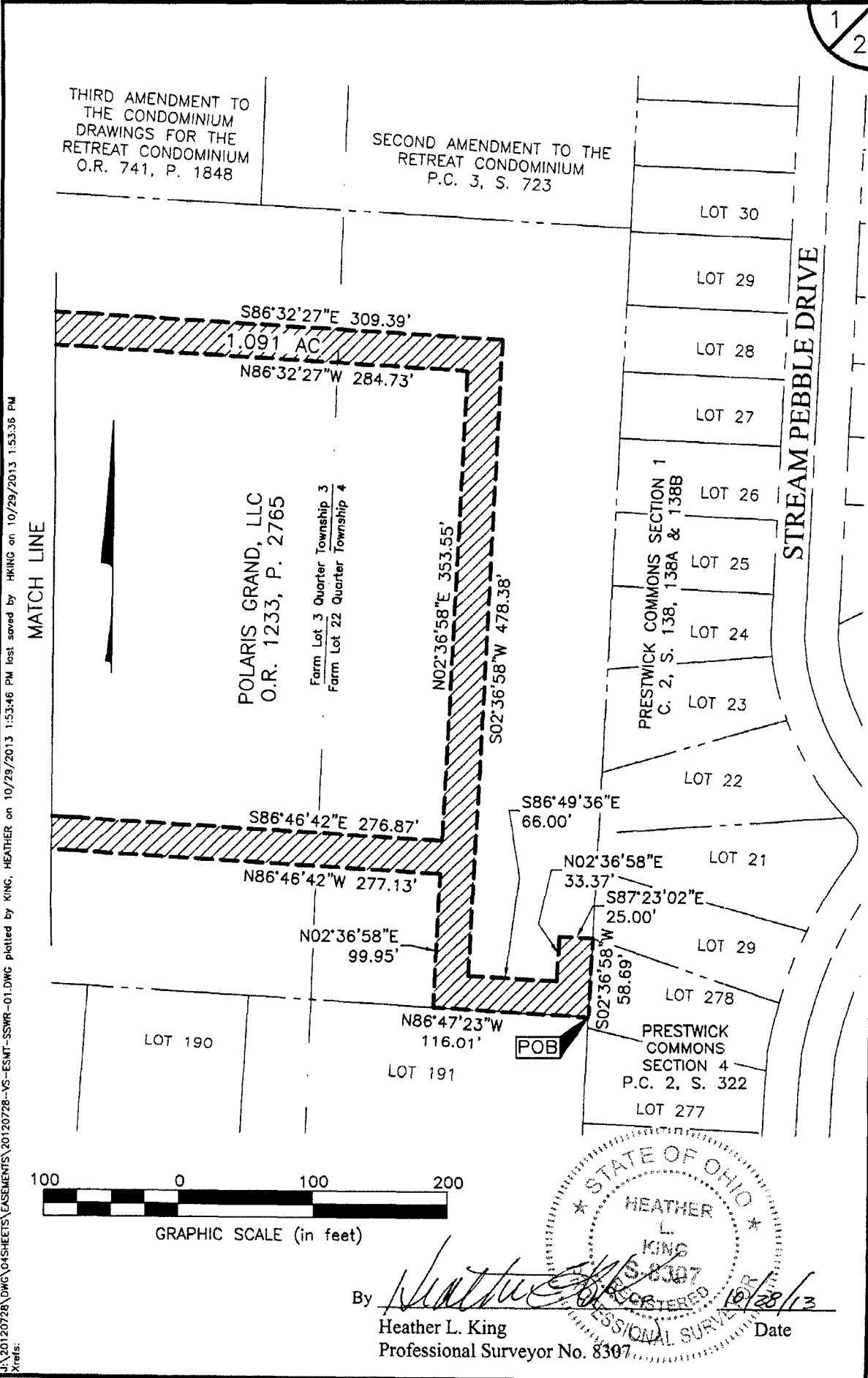


SANITARY SEWER EASEMENT
 FARM LOT 3, QUARTER TOWNSHIP 3, TOWNSHIP 3, RANGE 18
 FARM LOT 22, QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 18
 UNITED STATES MILITARY LANDS
 CITY OF COLUMBUS, COUNTY OF DELAWARE, STATE OF OHIO

Date: October 26, 2013

Job No. 2012-0728

Scale: 1" = 100'



J:\20120728\DWG\04SHEETS\EASEMENTS\20120728-VS-ESMT-SSWR-01.DWG plotted by KING, HEATHER on 10/29/2013 1:53:46 PM last saved by KING on 10/29/2013 1:53:36 PM
 Xrefs:



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43034
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

SANITARY SEWER EASEMENT

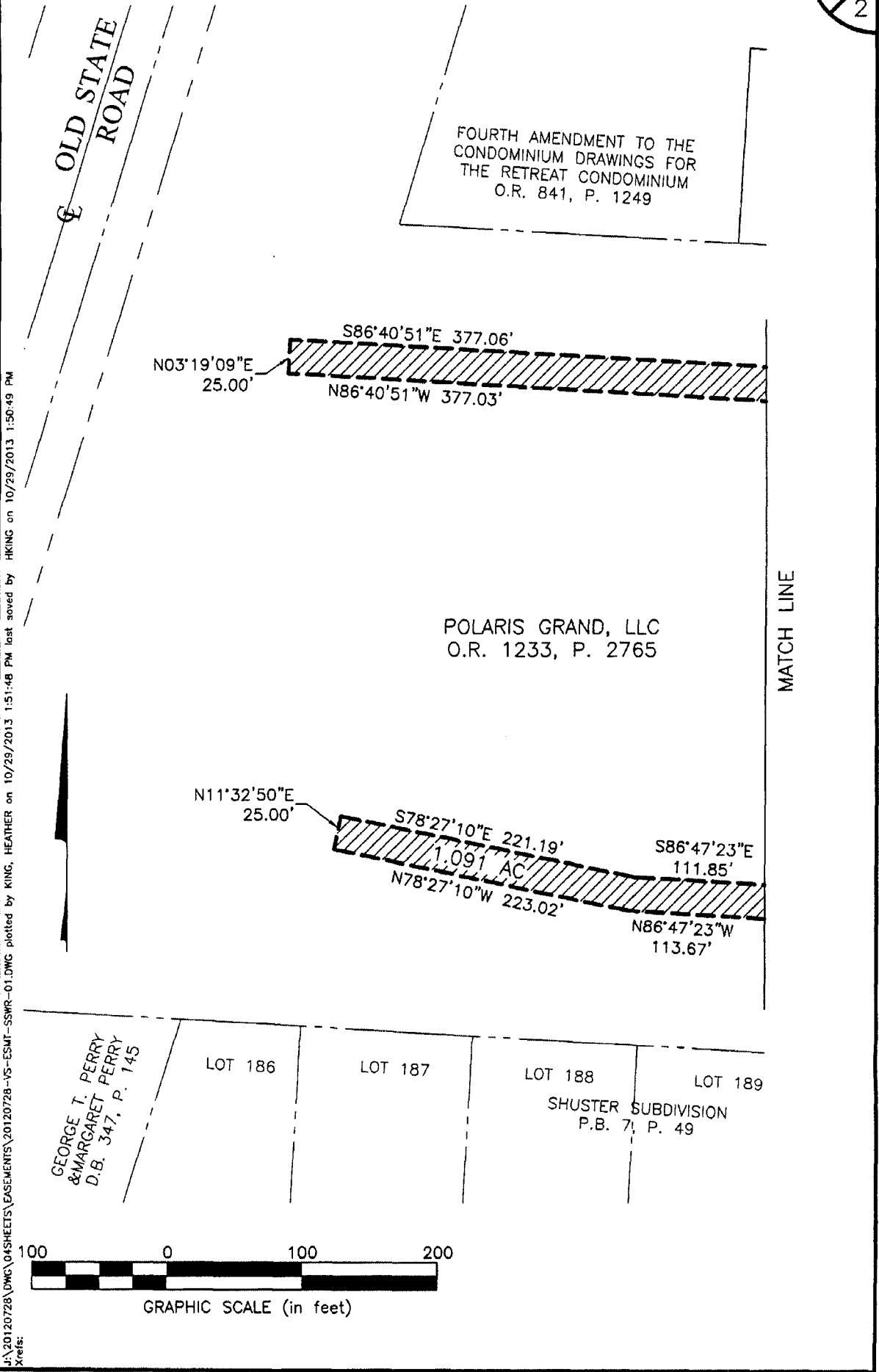
FARM LOT 3, QUARTER TOWNSHIP 3, TOWNSHIP 3, RANGE 18
FARM LOT 22, QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 18
UNITED STATES MILITARY LANDS
CITY OF COLUMBUS, COUNTY OF DELAWARE, STATE OF OHIO

Date: October 26, 2013

Job No. 2012-0728

Scale: 1" = 100'

2/2



J:\2012\0728\DWG\04SHEETS\EASEMENTS\20120728-VS-ESMT-SSWR-01.DWG plotted by KING, HEATHER on 10/29/2013 1:51:48 PM last saved by HKING on 10/29/2013 1:50:49 PM Xrefs: