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Pgs: 3 \$36.00 T20060009017
02/03/2006 4:10PM BXCITY ATTORN
Robert G. Montgomery
Franklin County Recorder

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **BOARD OF EDUCATION OF THE COLUMBUS CITY SCHOOL DISTRICT**, "Grantor", 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, including the right of reasonable access thereto, for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating sewer utilities and appurtenances thereto (the "improvement"):

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in Reserve "E" as shown upon the recorded plat entitled "Amended Portion of Mayfair" in Plat Book 17, Page 272, and conveyed to the Board of Education of the City School District of Columbus, Ohio by deed of Record in Deed Book 1003, Page 280 of the Recorder's Office of Franklin County, Ohio and being described as follows;

Beginning for reference, at the intersection of Mayfair Park Avenue and Mayfair Boulevard;

Thence S 08°24'36" W a distance of 30.09 feet to a point on the southerly right of way line of Mayfair Park Avenue, said point being the True Point of Beginning;

Thence S 85°59'23" E along said right of way line, a distance of 25.00 feet to a point;

Thence S 03°57'05" W, a distance of 90.00 to a point;

Thence N 85°59'23" W, a distance of 25.00 feet to a point;

Thence N 03°57'05" E, a distance 90.00 feet to the True Point of Beginning, containing **0.052 acres**, more or less.

Franklin County Tax Parcel No. 010-093170

Prior Instrument Reference: D.B. Vol. 1003, Pg. 280,
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.

Grantor hereby releases and discharges the Grantee from any future Ohio Constitution, Article I, Section 19 just compensation claims arising from this grant.

The Grantee, as soon as is practicable after all entries made pursuant to the rights granted herein, shall cause restoration of the described easement areas by returning the subject property to its former grade and restoring the surface to its former condition as nearly as is reasonably possible, including utility service lines, paved parking, driveways, and sidewalks damaged by Grantee's actions, but subject to the terms and conditions and the improvements anticipated by the easement rights granted herein.

CONVEYANCE TAX EXEMPT
1
JOSEPH W. TESTA

TRANSFERRED NOT NECESSARY
FEB 03 2006
JOSEPH W. TESTA
AUDITOR

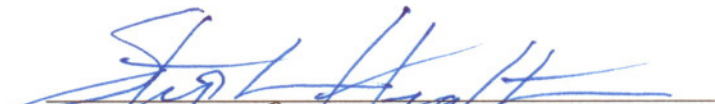
FAIRMOR ES

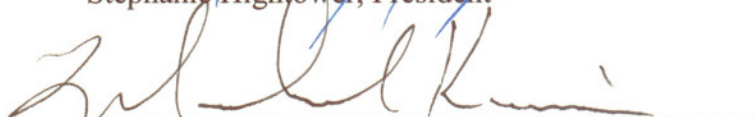
The perpetual easement rights granted herein are "exclusive" as to all except the Grantor and any previously granted rights of record. Grantor retains the right to use the subject real property for all purposes which do not in any manner impair the Grantee's use or interfere with the construction, operation, 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 easement, except utility service lines, paved or hard surface parking, driveways, and sidewalks which shall be repaired or replaced in kind by Grantee. 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.

The Grantor hereby covenants with Grantee to be the true and lawful owner of the above-described real property, lawfully seized of the same in fee simple, with good right and full power to grant this easement, and will not convey or transfer fee simple ownership of the described real property prior to this instrument being recorded.

The Grantor, Board of Education of the Columbus City School District, by its duly authorized officers, has caused this instrument to be executed and subscribed this 5th day of December 2005.

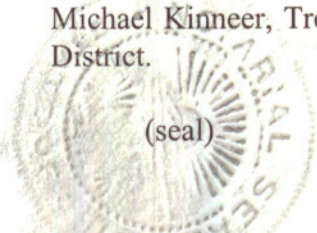
BOARD OF EDUCATION OF THE COLUMBUS CITY SCHOOL DISTRICT


Stephanie Hightower, President


Michael Kinneer, Treasurer

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

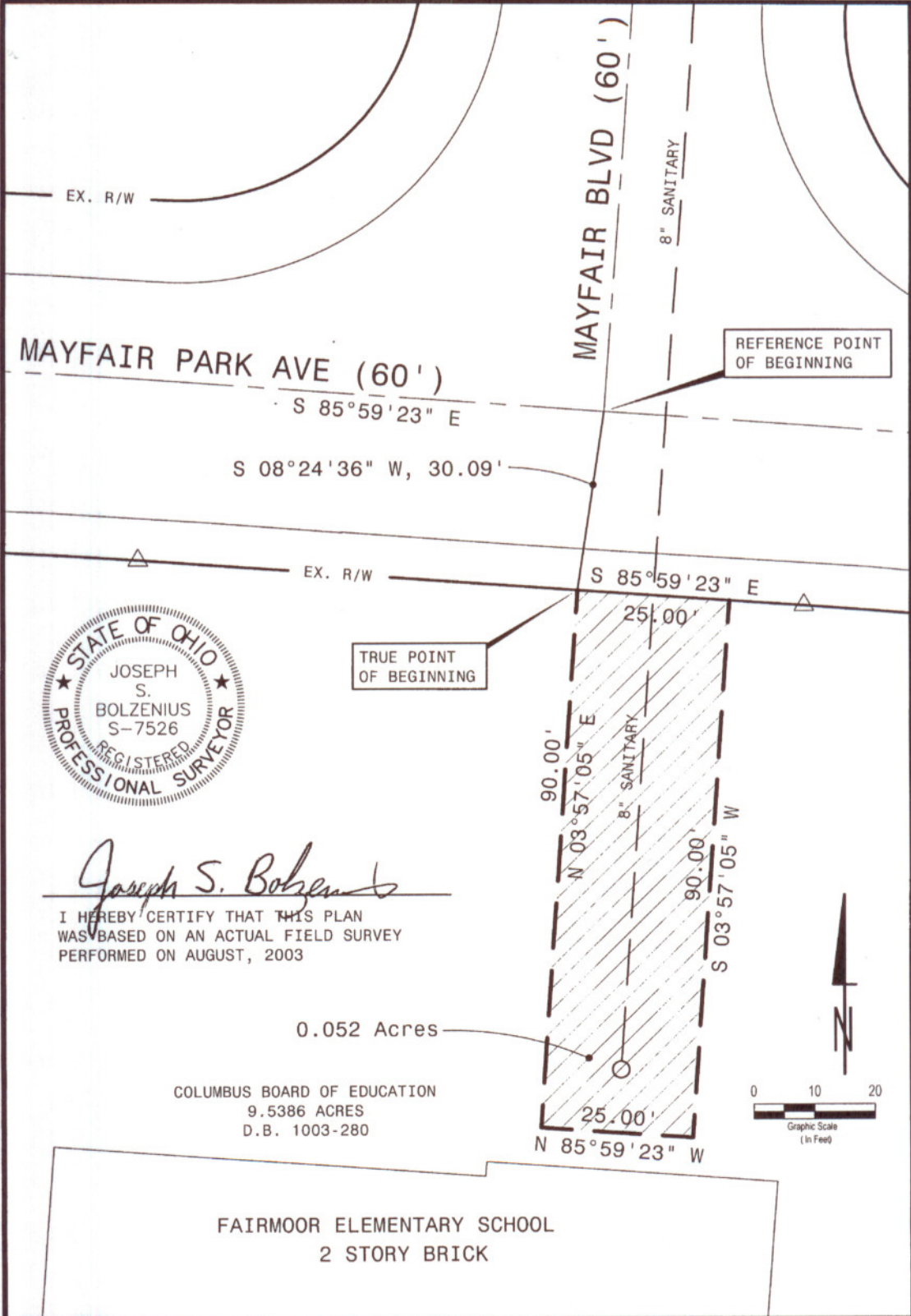
BE IT REMEMBERED, that on this 5th day of December 2005 the foregoing instrument was acknowledged before me by Stephanie Hightower, President and Michael Kinneer, Treasurer, on behalf of the Board of Education of the Columbus City School District.




Notary Public

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: Richard A. Pieplow (11-22-05)
Real Estate Attorney
Real Estate Division
For: Division of Sewerage and Drainage
Re: RP-830

LOREN LOUIS BRAVERMAN
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.99 R.C.



Joseph S. Bolzenius

I HEREBY CERTIFY THAT THIS PLAN WAS BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON AUGUST, 2003

0.052 Acres

COLUMBUS BOARD OF EDUCATION
9.5386 ACRES
D.B. 1003-280

FAIRMOOR ELEMENTARY SCHOOL
2 STORY BRICK

REFERENCE POINT OF BEGINNING

TRUE POINT OF BEGINNING



Date: October 3, 2005
Scale: 1" = 20'
Job No.: 03280

Sanitary Sewer Easement

Township 12, Range 21

Refugee Lands

Reserve "E", P.B. 17, Page 272

City Of Columbus, Franklin County, Ohio