



Doc ID: 010313910006 Type: OFF
Kind: EASEMENT
Recorded: 04/21/2014 at 01:54:49 PM
Fee Amt: \$60.00 Page 1 of 6
Workflow# 0000073713-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2014-00008901

BK **1281** PG **2058-2063**

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.

4.21.14 Transfer Tax Paid 0

~~NO FEE FOR TRANSFER NOT NECESSARY~~

Delaware County Auditor By aw

Delaware County Recorder

REVIEWED

BY: RW

DATE: 4-21-14

DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT
THE RETREAT CONDOMINIUM ASSOCIATION, an Ohio nonprofit corporation ("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, 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 utilities and their appurtenances (collectively, "IMPROVEMENT") after Grantor's initial installation and construction of the Improvement; however, this Easement is subject to all: (i) the terms and conditions in this Easement; and (ii) previously and properly recorded rights, covenants, conditions, reservations, and restrictions in the servient estate's chain-of-title:

0.492 ACRE EASEMENT-AREA

Situated in the State of Ohio, County of Delaware, City of Columbus, located in Farm Lots 3 and 22, Quarter Townships 3 and 4, Township 3, Range 18, United States Military Lands, being across "The Retreat Condominium Declaration of Condominium Drawings", of record in Plat Cabinet 3, Slide 507 and "First Amendment To The Retreat Condominium Declaration of Condominium Drawings", of record in Plat Cabinet 3, Slide 604, (all references refer to the records of the Recorder's Office, Delaware County, Ohio), being described as follows:

BEGINNING at the common easterly corner to that 0.835 acre tract of land conveyed to City of Columbus, Ohio by deed of record in Official Record 518, Page 2442 and the "First Amendment To The Retreat Condominium Declaration of Condominium Drawings", on the westerly line of that 1.0 acre tract of land conveyed to John Wayne Center by deed of record in Deed Book 447, Page 802 and being on the southerly right-of-way line of Powell Road;

Thence **South 01°59'26" West**, with said westerly line, a distance of **30.01 feet** to a point;

Thence across said "The Retreat Condominium Declaration of Condominium Drawings" and "First Amendment To The Retreat Condominium Declaration of Condominium Drawings", the following courses and distances:

- **North 86°42'09" West**, a distance of **71.50 feet** to a point of curvature;
- With the arc of a **curve to the left**, having a **central angle of 08°59'37"**, a **radius of 1839.86 feet**, an **arc length of 288.80 feet** and a **chord bearing and distance of South 88°48'01" West, 288.51 feet** to a point of tangency;
- **South 84°17'56" West**, a distance of **346.62 feet** to a point; and
- **South 39°17'56" West**, a distance of **41.11 feet** to a point on the easterly right-of-way line of Old State Road;

Thence **North 17°03'44" East**, with said easterly right-of-way line, a distance of **34.06 feet** to a point on said southerly right-of-way line;

Thence with said southerly right-of-way line, the following courses and distances:

- **North 50°40'50" East**, a distance of **49.96 feet** to a point;
- **North 84°17'56" East**, a distance of **320.91 feet** to a point of curvature;
- With the arc of a **curve to the right**, having a **central angle of 08°59'38"**, a **radius of 1839.86 feet**, an **arc length of 293.51 feet** and a **chord bearing and distance of North 88°48'01" East, 293.21 feet** to a point of tangency; and
- **South 86°42'09" East**, a distance of **70.81 feet** to the **POINT OF BEGINNING** containing **0.492 acre**, more or less.

This legal description was created by Daniel A. Neer, R.S. Number 8533, of Evans, Mechwart, Hambleton & Tilton, Inc. on March 6th, 2014.

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): 318-423-02-015-565;

PRIOR INSTRUMENT REFERENCE(S): O.R.V. 3, PG. 507; O.R.V. 3, PG. 604; O.R.V. 580, PG. 1029; O.R.V. 580, PG. 1065;

RECORDER'S OFFICE, DELAWARE COUNTY, OHIO;

STREET ADDRESS:

916 SHAULA DR., COLUMBUS, OH 43240.

TERMS & CONDITIONS

1. All terms and conditions contained in this Easement are forever inuring and binding to the benefit and detriment of Grantor and Grantee and their 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 federal, state, and local construction specifications, laws, rules, and regulations. At Grantor's expense and 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 but subject to the completed Improvement. Grantee will accept the rights in this Easement only after Grantee approves and accepts Grantor's initial installation and construction of the Improvement.

4. Grantee's perpetual easement rights in this Easement: (I) are freely transferrable by Grantee; (II) forever run with the land of the servient estate; and (III) are exclusive to all, except Grantor and any previously and properly recorded rights, covenants, conditions, and restrictions in the servient estate's chain-of-title. Grantor is strictly prohibited from: (A) using Easement-Area in any manner that impairs or interferes with Grantee's rights granted in this Easement; and (B) constructing or allowing the construction of any temporary or permanent buildings, structures, facilities, or excavations in the Easement-Area, except utility service lines, asphalt-paved parking areas and driveways, and sidewalks that do not in any manner impair or interfere with Grantee's rights in this Easement. If Grantor violates subsections (A) or (B) of this section, then Grantor assumes full responsibility for any damage or destruction to the Improvement and to any of Grantor's unauthorized improvements. Furthermore, Grantor forever releases Grantee and Grantee's employees, agents, representatives, and contractors from all liability for any damage or destruction of Grantor's unauthorized improvements during Grantee's good faith exercise of any rights in this Easement.

5. After Grantee's approval and acceptance of this Easement, upon Grantee's subsequent entry into the Easement-Area to exercise any of Grantee's rights in this Easement, 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, but 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: (I) reduced to writing; (II) executed by Grantee's authorized authority; and (III) recorded with the Recorder's Office, Delaware County, Ohio, in the servient estate's chain-of-title.

7. Grantor forever represents, warrants, and covenants that Grantor: (I) is the true and lawful administrator of the servient estate; (II) the servient estate is owned by all of the unit owners within the Retreat Condominium as tenants-in-common as a condominium common element; (III) has good right and full power to grant this Easement; and (IV) 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]

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, Grantor, The Retreat Condominium Association, an Ohio nonprofit corporation, by its authorized corporate officer, DANIEL S. WHITTAKER, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantor, voluntarily acknowledges this Easement on behalf of Grantor on the effective date below.

THE RETREAT CONDOMINIUM ASSOCIATION,
AN OHIO NONPROFIT CORPORATION




PRINT NAME: DANIEL S. WHITTAKER
TITLE: PRESIDENT
EFFECTIVE DATE: 4/17/14

STATE OF OHIO)
COUNTY OF Delaware) SS:

BE IT REMEMBERED ON April 17th, 2014, 2014, this instrument was acknowledged before me by Daniel S. Whittaker, on behalf of Grantor, The Retreat Condominium Association, an Ohio nonprofit corporation.

(SEAL) JEFFREY E. KAMAN, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 B.C.



NOTARY PUBLIC
COMMISSION EXPIRATION: my commission has no expiration

THIS INSTRUMENT APPROVED BY: (4/2/2014)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION
BY: U. SAM ABDULLAH, ASSISTANT CITY ATTORNEY
FOR: DPU, WATER (RICHARD WESTERFIELD)
RE: WATER UTILITY EASEMENT, 2004-64

E

M

H

T

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

WATERLINE EASEMENT

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

Date: 3/6/2014

Scale: N/A

Job No. 2012-0728

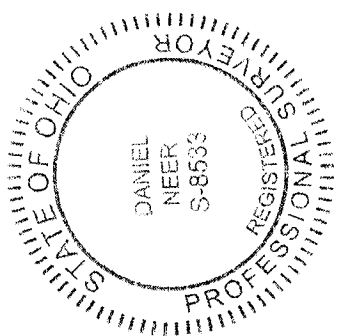
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Line Table		
LINE	BEARING	DISTANCE
L1	S01°59'26"W	30.01'
L2	N86°42'09"W	71.50'
L3	S84°17'56"W	346.62'
L4	S39°17'56"W	41.11'
L5	N17°03'44"E	34.06'
L6	N50°40'50"E	49.96'
L7	N84°17'56"E	320.91'
L8	S86°42'09"E	70.81'

- A

Farm Lot 3, Quarter Township 3, Township 3, Range 18 , USML
- B

Farm Lot 22, Quarter Township 4, Township 3, Range 18 , USML



By D. Neer 3/6/14 Date

Daniel A. Neer
Professional Surveyor No. 8533

Curve Table				
Curve Number	Delta	Radius	Length	Chord Bearing Chord Distance
C1	8°59'37"	1839.86'	288.80'	S88°48'01"W 288.51'
C2	8°59'38"	1869.86'	293.51'	N88°48'01"E 293.21'