

Delaware County  
The Grantor Has Complied With  
Section 319.202 Of The R.C.  
DATE 3/31/14 Transfer Tax Paid 0  
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~  
Delaware County Auditor By [Signature]

Delaware County Recorder

REVIEWED  
BY: [Signature]  
DATE: 3-31-14

**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, 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") 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:

**0.545 ACRE EASEMENT-AREA (13-162)**

Situated in the State of Ohio, County of Delaware, City of Columbus, located in Farm Lot 3, Quarter Township 3, Township 3, Range 18, United States Military Lands, being across the remainder of those 1.09 acre and 14.5 acre tracts of land conveyed as Tract I and Tract II, respectively 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 described as follows:

**BEGINNING** at the southeasterly corner of that 0.728 acre tract land conveyed to City of Columbus, Ohio by deed of record in Deed Book 1273, Page 460, the southwesterly corner of the remainder of said 14.5 acre tract, being on a northerly line of that tract of land conveyed to George T. Perry and Margaret Perry by deed of record in Deed Book 347, Page 145 and the easterly right-of-way line of Old State Road;

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

- **North 17°03'44" East**, a distance of **204.07 feet** to a point;
- **South 72°56'16" East**, a distance of **12.00 feet** to a point; and
- **North 17°03'44" East**, a distance of **593.52 feet** to a point;

Thence across the remainders of said 1.09 acre and 14.5 acre tracts, the following courses and distances:

- **South 27°35'03" East**, a distance of **45.54 feet** to a point;
- **South 17°03'44" West**, a distance of **469.25 feet** to a point;
- **South 30°00'54" West**, a distance of **60.23 feet** to a point; and
- **South 17°03'44" West**, a distance of **229.73 feet** to a point on the northerly line of said Perry tract;

Thence **North 86°47'23" West**, with said northerly line, a distance of **31.41 feet** to the **POINT OF BEGINNING** containing **0.545 acre**, more or less.

**EVANS, MECHWART, HAMBLETON & TILTON, INC.**  
DANIEL A. NEER, R.S. № 8533; 3/6/2014

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)**: 318-341-01-001-000; 318-341-01-001-001; & 318-314-05-005-001;

**PRIOR INSTRUMENT REFERENCE(S)**: O.R.V. 1233, PG. 2765;

RECORDER'S OFFICE, DELAWARE COUNTY, OHIO;

**STREET ADDRESS**: N/A [0000 S. OLD STATE RD., LEWIS CENTER, OH 43035].

### 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. Only after Grantee approves and accepts Grantor's installation and construction of the Improvement will Grantee accept the rights in this Easement.

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.

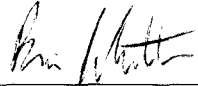
7. Grantor forever represents, warrants, and covenants that Grantor: (I) is the true and lawful owner of the servient estate; (II) is lawfully seized of the servient estate in fee simple title; (III) has good right and full power to grant this Easement; and (IV) will not convey or transfer fee simple 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.

**GRANTOR'S EXECUTION**

IN WITNESS WHEREOF, Grantor, Polaris Grand, LLC, an Ohio limited liability company, by its authorized member, Brian Schottenstein, 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.

**POLARIS GRAND, LLC,**  
AN OHIO LIMITED LIABILITY COMPANY



\_\_\_\_\_  
BRIAN SCHOTTENSTEIN, MEMBER

EFFECTIVE DATE: 3-27-14

STATE OF OHIO )  
COUNTY OF Franklin ) SS:

BE IT REMEMBERED ON March 27, 2014, 2014, this instrument was acknowledged before me by Brian Schottenstein, Member, on behalf of Grantor, Polaris Grand, LLC, an Ohio limited liability company.

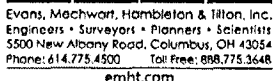


Rae Kirkbride  
Notary Public, State of Ohio  
My Commission Expires 06-24-2017



\_\_\_\_\_  
NOTARY PUBLIC  
COMMISSION EXPIRATION: 6-24-17

THIS INSTRUMENT APPROVED BY: (3/26/2014)  
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION  
BY: U. SAM ABDULLAH, ASSISTANT CITY ATTORNEY  
FOR: DPU, WATER (RICHARD WESTERFIELD)  
RE: WATER UTILITY EASEMENT, 13-162



## WATER LINE EASEMENT

**FARM LOT 3, QUARTER TOWNSHIP 3, TOWNSHIP 3, RANGE 18  
UNITED STATES MILITARY LANDS**

**CITY OF COLUMBUS, COUNTY OF DELAWARE, STATE OF OHIO**

Date: February 11, 2014

Job No. 2012-0728

Scale: 1" = 100'

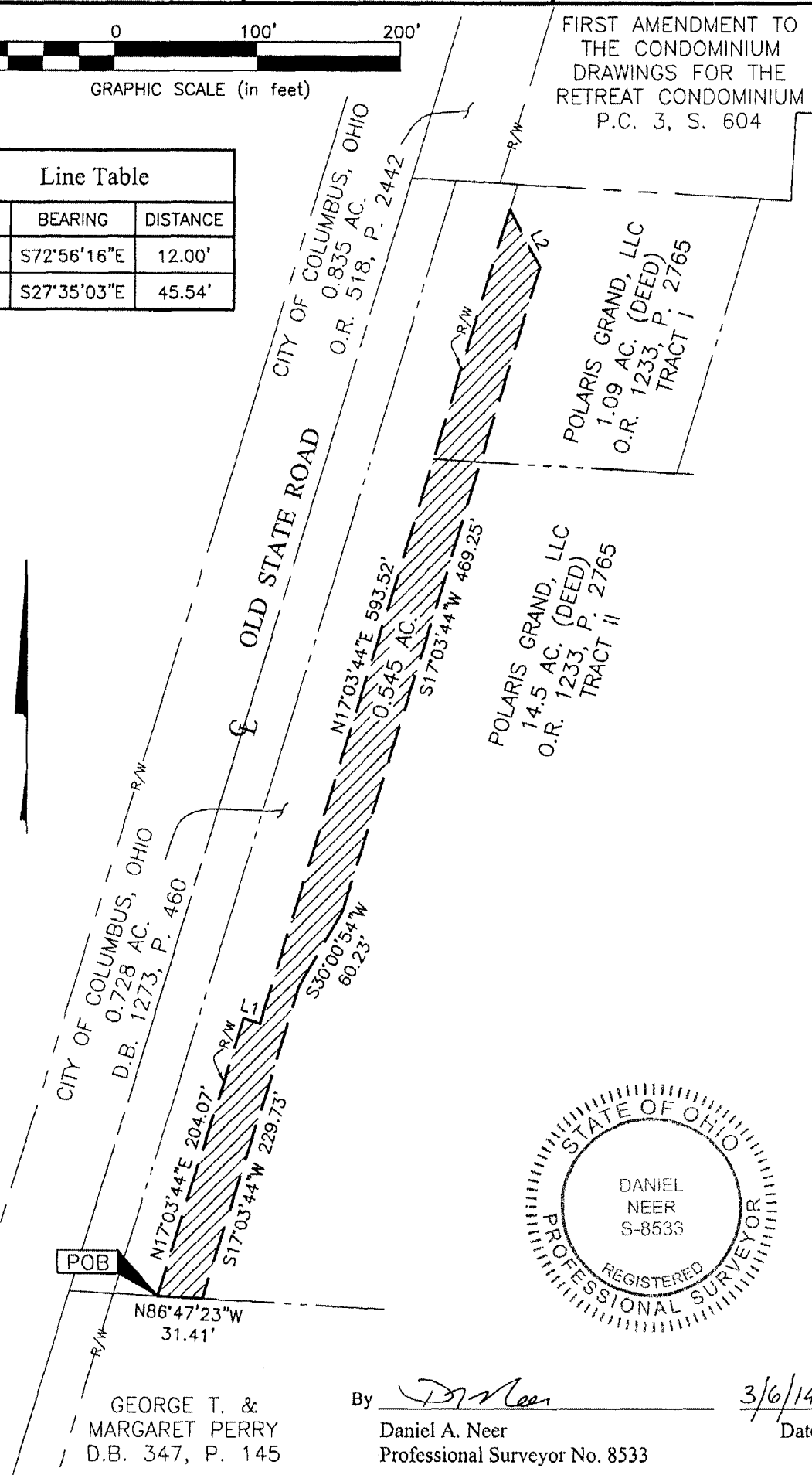


GRAPHIC SCALE (in feet)

FIRST AMENDMENT TO  
THE CONDOMINIUM  
DRAWINGS FOR THE  
RETREAT CONDOMINIUM  
P.C. 3, S. 604

Line Table		
LINE	BEARING	DISTANCE
L1	S72°56'16"E	12.00'
L2	S27°35'03"E	45.54'

H:\20120728\DWG\04SHEETS\EASEMENTS\20120728-VS-ESMT--WATR.DWG plotted by NEER, DANIEL on 3/6/2014 2:24:52 PM last saved by DNEER on 3/6/2014 1:52:52 PM



GEORGE T. &  
MARGARET PERRY  
D.B. 347, P. 145

By Daniel A. Neer  
Daniel A. Neer  
Professional Surveyor No. 8533

3/6/14  
Date