

TRANSFER
NOT NECESSARY

AUG - 2 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR

201308020130311
28/02/2013 3:14PM
Terry J. Brown
Franklin County Recorder

DEED OF EASEMENT

A. BURGESS & NIPLE, INC. ("B&N" or "GRANTOR"), an Ohio corporation, and the CITY OF COLUMBUS, OHIO ("CITY" or "GRANTEE"), an Ohio municipal corporation, entered into an easement agreement, as described and recorded in Deed Book 12191, Page D01, Recorder's Office, Franklin County, Ohio ("PRIOR EASEMENT AGREEMENT");

B. In Section 5 of the Prior Easement Agreement, B&N granted the City a parking easement for the benefit of the City's adjacent Northcrest Park (Northcrest Park's legal description is identified in the attachment, EXHIBIT-B, which is fully incorporated into this Easement);

C. This Easement serves as a modification to the parking easement area identified in Exhibit-D of the Prior Easement Agreement, because B&N is reconfiguring the servient estate burdened by the parking easement;

D. Upon passage of an appropriate ordinance by Columbus City Council, the City will only release its parking easement rights identified in Section 5 and Exhibit-D of the Prior Easement Agreement, and all other terms in the Prior Easement Agreement between B&N and the City will remain unmodified and in effect; and NOW, THEREFORE:

KNOW ALL PERSONS BY THESE PRESENTS THAT BURGESS & NIPLE, INC. ("GRANTOR"), an Ohio corporation, for good and valuable consideration, which receipt and sufficiency are acknowledged, given by the CITY OF COLUMBUS, OHIO ("GRANTEE"), an Ohio municipal corporation, does forever grant to Grantee and Grantee's successors and assigns a perpetual easement appurtenant and burdening in, on, over, under, across, above, within, and through the following described tract of real property for public use and ingress and egress access of Grantor's vehicular parking lot ("PARKING EASEMENT AREA") to benefit Grantee's Northcrest Park located adjacent to the Easement Area:

1.635 ACRE EASEMENT AREA

Situate in the State of Ohio, County of Franklin, City of Columbus and being part of Lot 3, Section 1, Township 1, Range 19 USML and being part of a 5.400 acre tract conveyed to "Burgess & Niple, Limited, an Ohio limited partnership association" as described in Official Record 13531, Page F17, and being part of a 3,000 acre tract conveyed to "Burgess & Niple, Limited, an Ohio limited partnership association" as described in Official Record 08754, Page I01, with both deeds being conveyed to "Burgess & Niple, Inc., an Ohio Corporation as described in Instrument No. 200407080158896 hereafter referred to as the grantors and being more particularly bounded and described as follows:

COMMENCING at the intersection of the centerlines of Right of Way for Reed Road and Bethel Road, THENCE with the centerline of Reed Road, South 02° 52' West for a distance of 656.6 feet to the North line of a 14.00 acre tract conveyed to Twenty Fifteen West Fifth, Inc. as described in Deed Book 3085, Page 246;

THENCE with the North line of the 14.00 acre Twenty Fifteen West Fifth, Inc. lands, North 86° 30' West for a distance of 40 feet to the existing West Right of Way of Reed Road;

THENCE with the West Right of Way of Reed Road, South 02° 52' West for a distance of 60 feet to the North line of the 3.00 acre grantors lands;

THENCE with the North line of said 3.00 acre grantors lands, North 86° 30' West for a distance of 496.62 feet to the TRUE POINT OF BEGINNING of the herein described Parking Easement;

THENCE with the Parking Easement and through the 3.00 acre and 5.400 acre grantors lands, **South 02° 52' West** for a distance of 593.40 feet to the South line of the 5.400 acre grantors lands;

THENCE with the South line of said 5.400 acre grantors lands, **North 86° 30' West** for a distance of 120.00 feet to the Southwest corner of said 5.400 acre grantors lands;

THENCE with the West line of the said 5.400 acre and 3.00 acre grantors lands, **North 02° 52' East** for a distance of 593.40 feet to the Northwest corner of said 3.00 acre grantors tract;

THENCE with the North line of said 3.000 acre grantors land, **South 86° 30' East** for a distance of 120.00 feet back to the **TRUE POINT OF BEGINNING**;

This description contains a total of 1.635 acre more or less, with 0.583 acres located in Auditors Parcel Number 010-138822 and 0.173 acres located in Auditors Parcel Number 010-165167 and 0.878 acres located in Auditors Parcel Number 010-122538.

I hereby certify this plat is a true delineation of a survey made by Burgess & Niple, Inc. beginning January 1972 and completed in July 2013.

BURGESS & NIPLE, INC.
WILLIAM C. LEROY, REGISTERED PROFESSIONAL SURVEYOR № 7664

THIS LEGAL DESCRIPTION FOR THE PARKING EASEMENT AREA IS DEPICTED ON THE ATTACHED MAP DRAWING, EXHIBIT-A, WHICH IS FULLY INCORPORATED INTO THIS EASEMENT FOR REFERENCE.

FRANKLIN COUNTY TAX PARCEL(S): 010-138822; 010-165167; & 010-122538

INSTRUMENT REFERENCE(S): 200407080158896; D.B. 12191, PG. D01;

RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO

STREET ADDRESS: 5085 REED RD., COLUMBUS, OH 43220

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. This Easement is subject to reasonable rules and regulations that may be adopted from time to time by Grantor for reasonable use of the Parking Easement Area. Grantor's reasonable rules and regulations may include, by way of illustration but not limitation, reasonable restrictions against usage of the Parking Easement Area during Grantor's normal business hours or usage that would unreasonably interfere with Grantor's operations; and Grantor's right, at any time, to reasonably remove, exclude, and restrain any person from the use, occupancy, or enjoyment of the Parking Easement Area for failing to observe any reasonable rule or regulation established by Grantor provided in this Easement or in Grantor's reasonable judgment posing a threat to any person or property. Grantor's reasonable rules and regulations are effective upon Grantor's written notice to Grantee. Grantor may reasonably request Grantee to subordinate its easement rights in the Parking Easement Area to any lien granted by Grantor to any institutional lender or mortgagee if required by Grantor's lender or mortgagee, which Grantee will execute written evidence of its subordination of its easement rights reasonably requested by Grantor, as approved by the Columbus City Attorney.
4. Grantee is not responsible for performing or liable for compensation relating to any construction, reconstruction, maintenance, resurfacing, marking, fencing, or painting any portion of the Parking Easement Area.
5. 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 with the Recorder's Office, Franklin County, Ohio, in the servient estate's chain of title.
6. Grantor covenants with Grantee that Grantor is the true and lawful owner of the

servient estate; Grantor is lawfully seized of the servient estate in fee simple title; Grantor has good right and full power to grant this Easement; and Grantor will not convey or transfer fee simple ownership of the servient estate burdened by the Parking Easement Area prior to this Easement's recording.

TO HAVE AND TO HOLD the Parking Easement Area to Grantee, City of Columbus, Ohio, and its successors and assigns for all uses and purposes described in this Easement.

IN WITNESS WHEREOF, Grantor, Burgess & Niple, Inc., an Ohio corporation, by its authorized corporate officer, Kenneth R. Davis, who represents and warrants possessing legal authority to execute this Easement on behalf of Grantor, voluntarily executes this Easement.

BURGESS & NIPLE, INC.
AN OHIO CORPORATION

Kenneth R. Davis
PRINT NAME: Kenneth R. Davis
TITLE: President
DATE: July 29, 2013

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED that on July 29, 2013, I affix my seal and acknowledge this instrument was voluntarily executed before me by Kenneth R. Davis, the authorized corporate officer on behalf of Burgess & Niple, Inc., an Ohio corporation.



(SEAL)

Christine Brahlner
NOTARY PUBLIC
COMMISSION EXPIRATION: 10/28/2015

THIS INSTRUMENT PREPARED BY: (7/24/2013)
COLUMBUS CITY ATTORNEY, REAL ESTATE DIVISION
BY: U. SAM ABDULLAH, ASSISTANT CITY ATTORNEY
FOR: CRPD (TINA MOHN)
RE: NORTHCREST PARK PARKING LOT & ACCESS EASEMENT

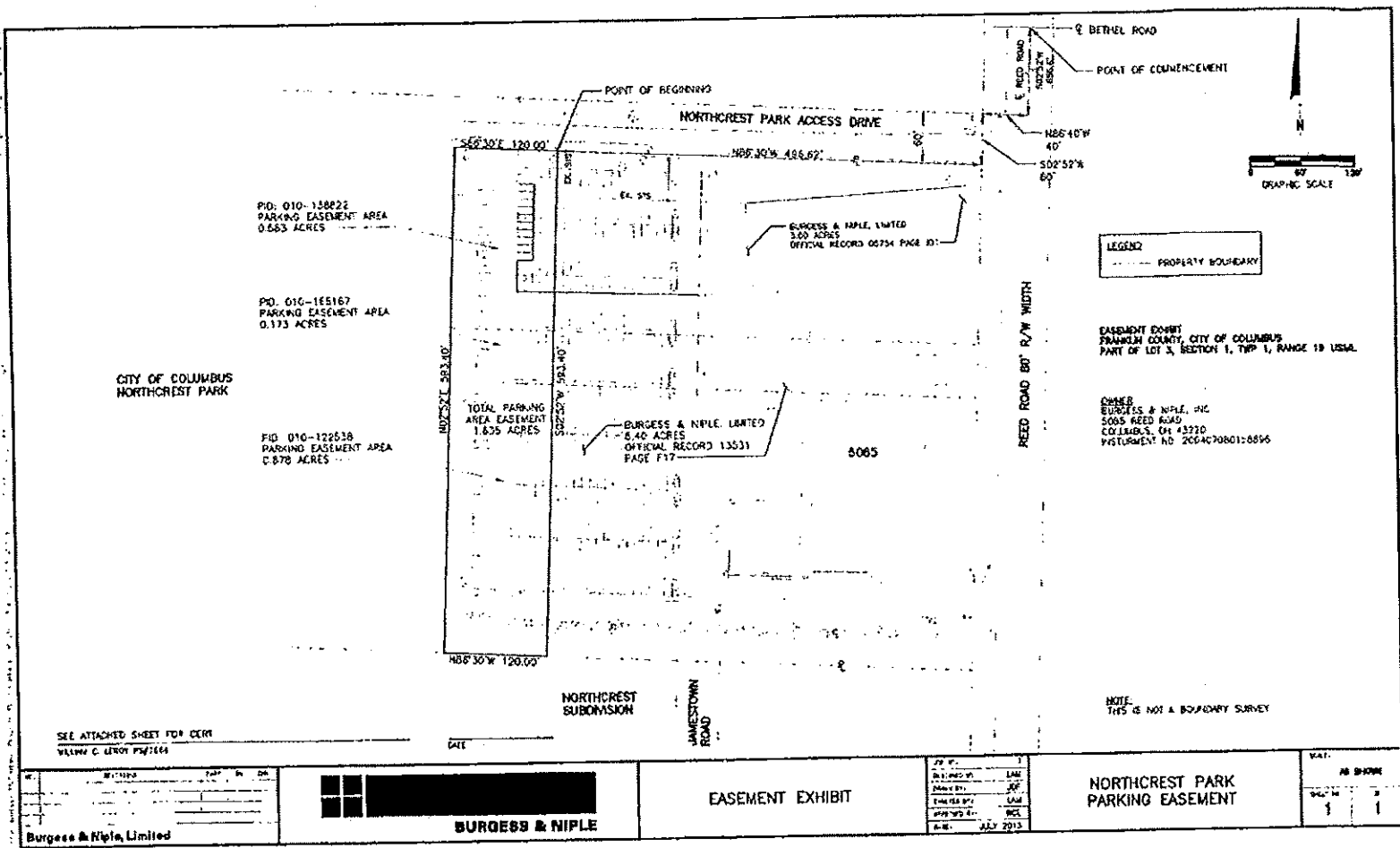


EXHIBIT-B (PG. 1/1)

PARCEL I:

Situated in the County of Franklin, in the State of Ohio, and in the City of Columbus, and bounded and described as follows:

Being part of Lot 3, Section 1, Township 1, Range 19, U. S. Military Lands and being part of a 14.0 acre tract of land conveyed to Twenty Fifteen West Fifth, Inc. as the same is recorded in Deed Book 3085, Page 246, Franklin County Recorder's Office, and more particularly bounded and described as follows:

Commencing at a point on the centerline of Reed Road, said point being South 2° 52' West 636.6 feet from the point of intersection of the centerline of Reed Road with the centerline of Bethel Road; thence with the north line of said 14.0 acre tract North 86° 30' West 40.00 feet to the true point of beginning of the parcel herein conveyed; thence, parallel to and 40.00 feet west of the centerline of Reed Road, South 2° 52' West 60.00 feet to a point; thence, parallel to and 60.00 feet south of the north line of said 14.0 acre tract, North 86° 30' West 616.62 feet to a point; thence, parallel to and 656.62 feet west of the centerline of Reed Road, South 2° 52' West 274.74 feet to the south line of said 14.0 acre tract; thence with the south line of said 14.0 acre tract North 86° 30' West 1166.58 feet to the southwest corner of said 14.0 acre tract; thence with the west line of said 14.0 acre tract North 3° 20' East 334.74 feet to the northwest corner of said 14.0 acre tract; thence with the north line of said 14.0 acre tract South 86° 30' East 1780.48 feet to the true point of beginning, containing 9.804 acres, more or less. Subject, however, to all easements, exceptions, restrictions, and conditions of record.

This description prepared by C. A. Sprague, Registered Surveyor
No. 3911.

POOR ORIGINAL

PARCEL II:

Situated in the County of Franklin, State of Ohio, City of Columbus, being located in Section 1, Township 1, Range 19, United States Military Lands, and being 13.346 acres of the Nellie B. Fellows 27.42 acre tract as shown of records in Deed Book 1237, Page 365, all references being to records in the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the centerline of Reed Road, at the northerly corner of "NORTHCREST" as the plat of same is shown of record in Plat Book 38, Pages 100 and 101, thence along the northerly line of the said "NORTHCREST" north 86° 30' West, 1825.80 feet to the northwesterly corner of Lot No. 49 of the said "NORTHCREST" being also in the easterly line of the Board of Education of City of Columbus School District 7 acre tract as shown of record in Deed Book 2705, Page 493; thence along the easterly line of the said 7 acre tract and the Arthur H. Dierker tract as shown of record in Deed Book 1088, Page 115, and Deed Book 1095, Page 373, north 30° 20' east, 318.66 feet to the southwesterly corner of the Clarence E. Elwell, D. Uno, 14 acre tract as shown of record in Deed Book 2938, Page 937; thence along the southerly line of the said 14 acre tract, south 86° 30' east, 1823.21 feet to a point in the centerline of the said Reed Road, at the southeasterly corner of the said 14 acre tract; thence along the centerline of the said Reed Road, South 2° 52' West, 318.66 feet to the place of beginning, containing 13.346 acres, more or less.

Except 4.804 acres conveyed to Twenty Fifteen West Fifth, Inc., by deed as recorded in Deed Volume 3276, Page 592, Franklin County Recorder's Office.

BRA/146-6