

DO NOT DETACH



Instrument Number: 201903150029819
Recorded Date: 03/15/2019 1:56:30 PM



Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
<http://Recorder.FranklinCountyOhio.gov>
Recorder@FranklinCountyOhio.gov

Return To (Box):
CITY ATTORNEY 'S OFFICE/REAL ESTATE

Box

Transaction Number: T20190014625
Document Type: EASEMENT
Document Page Count: 4

Submitted By (Walk-In):
CITY ATTORNEY 'S OFFICE/REAL ESTATE

Walk-In

First Grantor:
VILLAGE AT STERLING PINES CONDOMINIUM ASSN

First Grantee:
COLUMBUS CITY OF

Fees:	
Document Recording Fee:	\$28.00
Additional Pages Fee:	\$16.00
Total Fees:	\$44.00
Amount Paid:	\$44.00
Amount Due:	\$0.00

Instrument Number: 201903150029819
Recorded Date: 03/15/2019 1:56:30 PM

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

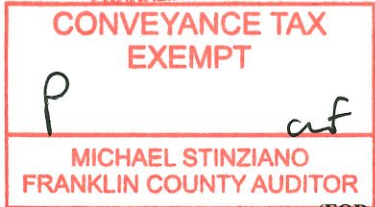
If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFER
NOT NECESSARY

MAR 15 2019

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO



DEED OF EASEMENT

(FOR CHANNEL AND STORMWATER PURPOSES)

KNOW ALL MEN BY THESE PRESENTS that **THE VILLAGE AT STERLING PINES CONDOMINIUM ASSOCIATION**, an Ohio non-profit corporation, "Grantor", for One Dollar (\$1.00) and other good and valuable consideration given by the **CITY OF COLUMBUS, OHIO**, a municipal corporation, in the name of and for the use of the **CITY OF GAHANNA, FRANKLIN COUNTY, OHIO**, a municipal corporation, "Grantee", the receipt of which is hereby acknowledged, does hereby forever grant unto said Grantee, its successors and assigns, an exclusive perpetual easement in, over, under, across and through the following described real property (the "Easement Area"), including the right of reasonable access thereto, for the purposes of excavating, constructing, installing, reconstructing, replacing, removing, repairing, maintaining, controlling, and operating a perpetual water course, ditch, channel, storm sewer lines, pipes or other drainage facility (the "Improvement"):

PARCEL NO. 25CHV

(SEE LEGAL DESCRIPTION ATTACHED HERETO
AS EXHIBIT "A" AND MADE A PART HEREOF)

Prior Instrument References: Instrument Numbers: 200302110042985, 200111160265721,
Recorder's Office, Franklin County, Ohio.

The Easement shall run with the land and all terms and conditions contained herein shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

Grantor extends no assurance that the Easement area is safe for entry or use, and assumes no responsibility for any injury to person or property caused by an act or omission of users of the Easement area.

Grantee is responsible for the maintenance, repair, replacement, and removal of the facilities and improvements in, on, over, across, through and under the Easement area.

Grantor hereby releases and discharges the Grantee, City of Columbus, Ohio, and the City of Gahanna 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 Area by returning it to its former grade and restoring the surface to its former condition as nearly as is reasonably possible, but subject to the terms and conditions and the improvements anticipated by the easement rights granted herein. Restoration shall not include any repair, replacement, or compensation of any improvement(s) including, but not limited to, other facilities, fence(s), wall(s), tree(s), bushes, vegetation, flower(s), or landscaping.

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, asphalt or concrete parking, driveways, and sidewalks. If Grantor makes permanent or temporary improvements in or upon said Easement Area, 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.

Failure or refusal to exercise any rights in this Easement shall not be a waiver of any kind and no waiver is valid unless executed in writing by the parties and properly recorded.

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

The Grantor, by its duly authorized representative, has caused this instrument to be executed and subscribed this 12th day of MARCH 2019.

THE VILLAGE AT STERLING PINES
CONDOMINIUM ASSOCIATION
an Ohio non-profit corporation

By: Patrick Devitt

Patrick Devitt, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 12th day of MARCH 2019, I affixed my seal evidencing the foregoing instrument was acknowledged before me by Patrick Devitt, President, on behalf of The Village at Sterling Pines Condominium Association, an Ohio non-profit corporation.

(Seal)



Thomas A. D'Amico
Notary Public, State of Ohio
My Commission Expires 11-29-2020

[Signature]
Notary Public

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: David E. Peterson REV (3-8-19)
Real Estate Attorney
Real Estate Division
For: Design & Construction
Re: HAM-A 25CHV-TAD

EXHIBIT A

RX 279 CHV

Page 1 of 2

Rev. 06/09

Ver. Date 09/19/17

PID 99852

**PARCEL 25-CHV
HAMILTON ROAD
PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A CHANNEL
IN THE NAME AND FOR THE USE OF THE
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO**

A perpetual easement for the construction and maintenance of a perpetual watercourse, ditch, channel or other drainage facility upon the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Franklin, City of Gahanna, being located in Quarter Township 2, Township 1, Range 16 of the United States Military Lands and being 0.027 acres within a 3.258 acre parcel conveyed to VILLAGE AT STERLING PINES CONDOMINIUM SEVENTH AMENDMENT, as described in Instrument Number 200111160265721 and being more particularly described as follows:

Being a parcel of land lying on the right side of the centerline of a survey made for project Hamilton Road, made by the Department of Transportation, and being located within the following described points in the boundary thereof:

Beginning on the southerly existing right-of-way of Morse Road, being the northwestern corner of the said parcel and being 50.00 feet right of Morse Road centerline Station 251+60.30;

Thence along the said southerly existing right-of-way of Morse Road, South 86°34'28" East, a distance of 119.70 feet to the northeast corner of the said parcel, being 50.00 feet right of Morse Road centerline Station 252+80.00;

Thence across the said property line of the said 3.293 acre tract, South 3°25'32" West a distance of 10.00 feet to a point being 60.00 feet right of Morse Road centerline Station 252+80.00;

Thence across the said 3.258 acre parcel, North 86°34'28" West a distance of 119.74 feet to the westerly property line of the said tract, being 60.00 feet right of Morse Road centerline Station 251+60.26;

EXHIBIT A

RX 279 CHV

Page 2 of 2

Rev. 06/09

Thence along the westerly property line of the said 3.258 acre tract, North 3°40'29" East a distance of 10.00 feet to the place of beginning, containing 0.027 acres, more or less.

The above described area is within Auditors Permanent Parcel Numbers 025-012915 thru 025-012934.

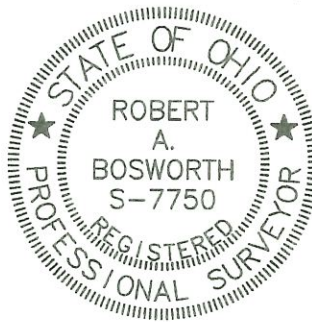
This description was prepared and reviewed on May 23, 2016 by Robert A. Bosworth, Registered Surveyor #7750.

This description is based upon a field survey performed by Dynotec, Inc. in January, 2015.

Grantor claims title by Instrument Number 200111160265721 in the Franklin County Recorder's Office.

The basis of bearings shown are based on the State Plane Coordinate System, Ohio South, as per NAD 83 (96 CORS) established by Dynotec, Inc. using GPS procedures and equipment, which sets the centerline of Morse Road as South 86°34'28" East.

The stations referred to herein are from centerline right-of-way of Morse Road as found on O.D.O.T. right-of-way plan Hamilton Road.



Robert A. Bosworth

Robert A. Bosworth, PS, PE
Reg. Surveyor No. 7750

9-19-17

Date