

ORDINANCE NO 51-2013
(As Amended)

Accepting Permanent Easements and Temporary
Construction Easements for the Wilson Bridge
Multi-Use Trail.

WHEREAS, as part of the Wilson Bridge Corridor Study, the City applied for and has received approval for a grant from the Ohio Department of Natural Resources to construct a multi-use trail connecting with the Olentangy River Bike Path at the Olentangy River Parkland and continuing along West Wilson Bridge Road east to High Street; and,

WHEREAS, in order to construct the trail it is necessary to obtain from certain property owners permanent and temporary construction easements; and,

WHEREAS, IS-CAN Ohio, L.P. has agreed to grant easements along the southern boundary of its properties located at the commencement of the proposed multi-use trail and continuing eastbound parallel to West Wilson Bridge Road; and,

WHEREAS, a portion of the proposed trail is designed to convert to a shared use area, beginning in Old West Wilson Bridge Road and continuing through the Shops at Worthington Place, along its eastern boundary, identified by the use of “sharrows” to guide bikers along the trail route; and,

WHEREAS, Worthington Square Venture, LLC has agreed to grant an easement for the shared use area through The Shops at Worthington Place.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. In connection with the construction of the Wilson Bridge Road Multi-Use Trail, the City hereby accepts (i) a permanent easement and temporary construction easement from IS-CAN Ohio, L.P. as more specifically described and shown on Exhibit “A” attached hereto and made a part hereof, and (ii) a permanent easement for the shared use area, located on the property known as The Shops at Worthington Place, from its owner, Worthington Square Venture, LLC, as such area is more specifically described and shown on Exhibit “B” attached hereto and made a part hereof.

SECTION 2. The City Manager is authorized and directed to execute and deliver any and all documents that may be necessary to evidence the authority granted in furtherance of the acceptance of these easements.

ORDINANCE NO 51-2013
(As Amended)

SECTION 3. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington Ohio.

Passed January 6, 2014

[Signature on File]
President of Council

Attest:

[Signature on File]
Temporary Clerk of Council

Introduced December 9, 2013
P.H. January 6, 2014
Effective January 29, 2014

Bikeway Easement

KNOW ALL MEN BY THESE PRESENTS, that IS-CAN OHIO L.P., an Ohio limited partnership, and its successors and assigns, whose address is 41 South High Street, Suite 2800, Columbus, Ohio 43215 ("**Grantor**"), for One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by the City of Worthington, Ohio, a municipal corporation, whose address is 6550 North High Street, Worthington, Ohio 43085 ("**Grantee**"), does hereby grant unto said Grantee, its successors and assigns forever, an exclusive perpetual easement in, over, under, across and through the real property described and depicted in Exhibits "A" and "B" (the "**Easement Area**") for the purposes of construction, installation, reconstruction, replacement, removal, repair, maintenance and exclusive operation of a bikeway and walking path for the public and appurtenances thereto above and beneath the surface of the ground (the "**Improvement**"):

SEE MAP ATTACHED HERETO AS EXHIBIT "A" AND LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "B", BOTH OF WHICH ARE MADE A PART HEREOF AND INCORPORATED BY REFERENCE HEREIN.

Prior Instrument Reference: Instrument Number 201211060169113 of the Recorder's Office, Franklin County, Ohio (Parcel No(s). 100-005394-00, 100-005395-00, 100-005396-00, and 100-005397-00).

The Grantor and Grantee understand and hereby agree that all terms and conditions contained herein shall be effective and binding upon the parties and their respective successors and assigns. This easement is for the benefit of the property described herein and shall be deemed to run with the land.

1. Grantee, for itself, its successors and assigns, shall have the right to construct, install, reconstruct, replace, remove, repair, maintain and operate the Improvement within the Easement Area described herein. Except for directional, informative or warning signs, Grantee shall not erect any sign, billboard or outdoor advertising structure upon or within the Easement Area, except as otherwise mutually agreed upon by Grantee and Grantor or which is approved by the Municipal Planning Commission of the City of Worthington, Ohio, upon application of the Grantee. Said Improvement shall be operated, maintained, renewed, reconstructed and/or replaced by the Grantee, its successors and assigns, as necessity requires or is advisable in the judgment of the City of Worthington or its successors and assigns.
2. Grantee agrees that upon entry by the Grantee for the purpose of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of said Improvement, it will restore Grantor's property within said Easement Area to its former condition as nearly as is reasonably possible after completion of the particular work being performed. Grantor understands and agrees that the restoration of Grantor's property within the Easement Area is limited to returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible. Grantee, its successors and assigns, shall have the right to use the adjoining premises of Grantor for access to the easement and to install, maintain, supplement, repair, replace and remove equipment, materials and supplies on the easement.
3. Grantor, its successors and assigns, retains the right to continue to enjoy the use of the surface for any and all purposes within the limits of the Easement Area as are not expressly prohibited or inconsistent with the Grantee's rights and that do not interfere with and/or prevent Grantee's use of the easement for the Improvement, except as otherwise provided herein. Grantor shall not cause or allow to be constructed any temporary or permanent building, structure, facility or improvement, excepting sidewalks or surface parking areas, which in any way impair the use of or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the Improvement or access thereto. Should Grantor make permanent or temporary improvements in or upon the subject perpetual easement, save those exceptions above, the Grantor shall assume the risk of such improvements being damaged or destroyed by Grantee's subsequent entries made for the purposes granted herein, and the Grantee, its employees, agents, representatives and contractors, shall not be liable for any damage or destruction of such Grantor's improvements during the exercise of the Grantee's rights herein.

4. The consideration received shall be considered full compensation for any diminution in value that may result to remaining property by virtue of the Improvement. Grantor hereby releases and discharges the Grantee from any future Ohio Constitution, Article I, Section 19 just compensation claims arising from this grant.
5. The perpetual easement rights granted herein are “exclusive” as to all except the Grantee and any previously granted rights of record. Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant.
6. Grantee shall have the right to assign all or any part of its interest in this easement without the consent of Grantor.
7. 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 Bikeway Easement and will warrant and defend the premises with the appurtenances thereunto belonging to Grantee, its successors and assigns, against all lawful claims and demand whatsoever for the purposes described herein.
8. Grantee shall complete all improvements to the Easement Area that are referred to in that certain Temporary Construction Easement by and between Grantor and Grantee (which has been filed for record simultaneously herewith) no later than June 15, 2015. If said easement improvements are not completed by said date, then (a) Grantee shall, no later than July 15, 2015 (the “Restoration Date”), remove from the Easement Area any improvements made pursuant to said Temporary Construction Easement or otherwise and return the Easement Area to the condition existing as of the date of this Bikeway Easement; and (b) this Bikeway Easement shall be automatically terminated and of no further force and effect as of the Restoration Date. Grantee agrees to promptly file for record any document reasonably requested by Grantor documenting any termination of this Bikeway Easement as provided for herein.

TO HAVE AND TO HOLD said real property unto said Grantee, City of Worthington, Ohio, its successors and assigns forever, for the uses and purposes hereinbefore described.

IN WITNESS WHEREOF, the Grantor has caused this Bikeway Easement to be subscribed this 12th day of December, 2013.

GRANTOR

IS-CAN OHIO L.P., an Ohio limited partnership

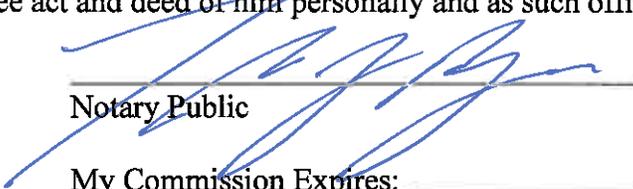
By: IS-CAN Ohio GP Corp., an Ohio corporation, its general partner

By: _____
Name: JARO SOKSTEN
Title: _____
Date: 12/12/13

[Acknowledgement on the following page.]

STATE OF OHIO :
 : SS.
COUNTY OF FRANKLIN :

Be It Remembered that on December 12th, 2013, personally appeared the above named IS-CAN OHIO L.P., an Ohio limited partnership, by IS-CAN Ohio GP Corp., an Ohio corporation, its general partner, by JAIRO SEKSTER, its _____, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said partnership, and the free act and deed of him personally and as such officer.



Notary Public

My Commission Expires: _____



THOMAS J. BYRNE
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

This instrument was prepared by:
Jeffrey D. Harris, Esq.
City of Worthington
6550 North High Street
Worthington, Ohio 43085
(614) 436-4518
Fax: (614) 436-5966

EXHIBIT "A"
PERMANENT EASEMENT

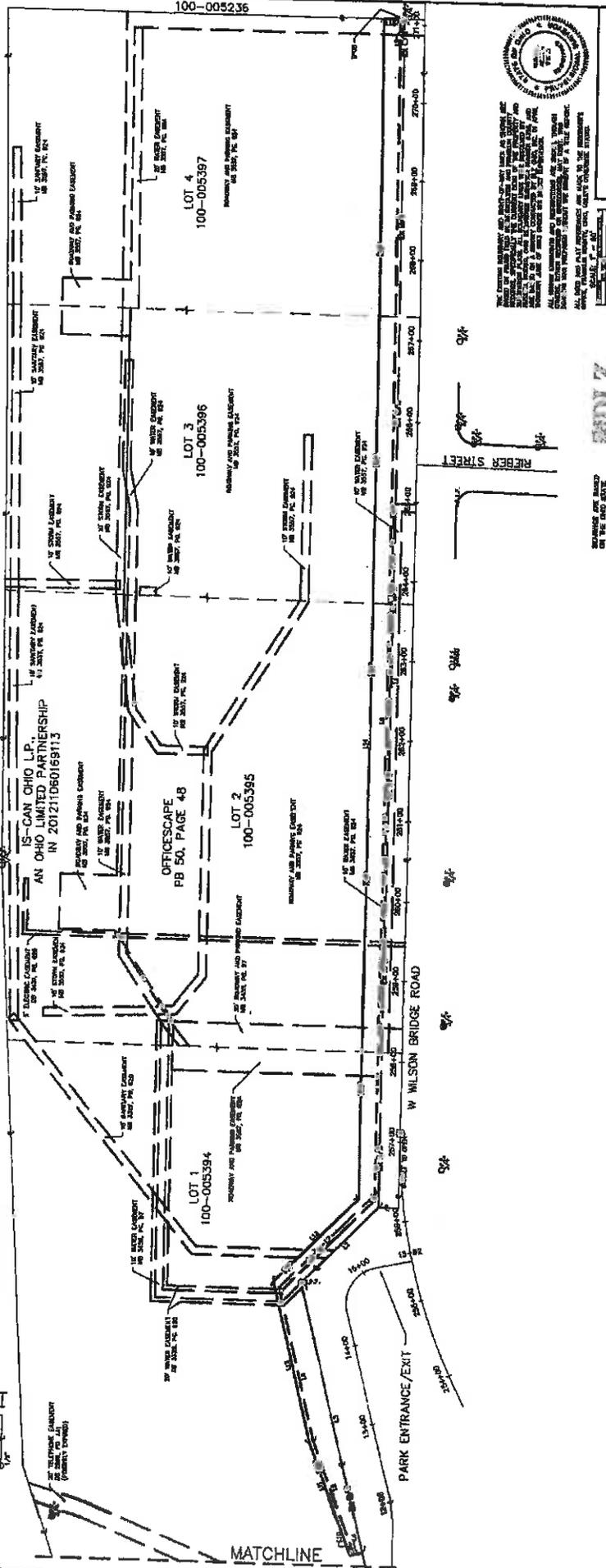
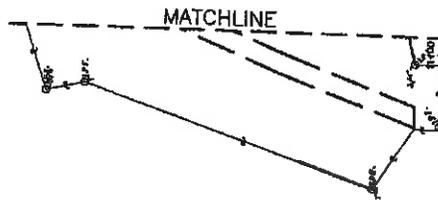
**PROPOSED PERMANENT AND TEMPORARY EASEMENTS FOR
THE CITY OF WORTHINGTON MULTI-USE TRAIL PROJECT**

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF WORTHINGTON

PERMANENT EASEMENT: 0.388 ACRES
TEMPORARY EASEMENT: 0.774 ACRES

INTERSTATE HIGHWAY 270

| LINE | REFERENCE | DATE | BY |
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THE ENGINEER HEREBY CERTIFIES THAT HE HAS EXAMINED THE RECORD DRAWING AND THAT THE SAME ACCURATELY REPRESENTS THE FIELD SURVEY AND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE STATE OF OHIO. ALL WORK WAS DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE STATE OF OHIO. THE ENGINEER'S FEE IS \$1,000.00. SCALE: 1" = 40'.

2 INCHES

VERTICAL CURVE
BY THE ROAD BOARD

LEGAL DESCRIPTION OF A 0.398 ACRE PERMANENT EASEMENT
FOR A MULTI-USE TRAIL

Situated in the State of Ohio, County of Franklin, City of Worthington, and being a part of a parcel conveyed to IS-CAN Ohio, L.P., an Ohio limited partnership by deed of record filed as Instrument Number 201211060169113 (all deed references are to the Recorder's office of Franklin County), also being a part of Lots 1 through 4 of Officescape as recorded in Plat Book 50, Page 48, more particularly described as follows:

BEGINNING at the intersection of the easterly line of the said Lot 4 and the existing northerly right of way line of West Wilson Bridge Road, the said point being referenced by an iron pipe found on the east line of the said Lot 4 bearing South 03 degrees 23 minutes 52 seconds West at a distance of 0.46 feet, the said point being the TRUE POINT OF BEGINNING of the parcel herein described.

Thence along the said northerly right of way line and crossing through the lands of the Grantor, North 86 degrees 36 minutes 08 seconds West for a distance of 1490.66 feet to a point on the Grantor's southwesterly line;

Thence continuing along the said northerly right of way line and along the Grantor's said southwesterly line the following two (2) courses:

North 42 degrees 23 minutes 57 seconds West for a distance of 134.12 feet to a point being referenced by an iron pin found to be North 85 degrees 22 minutes 06 seconds East at a distance of 0.49 feet;

South 79 degrees 42 minutes 02 seconds West for a distance of 345.56 feet to a point;

Thence leaving the said right of way line and crossing through the lands of the Grantor the following five (5) courses:

North 10 degrees 17 minutes 58 seconds West for a distance of 11.10 feet to a point;

North 73 degrees 08 minutes 40 seconds East for a distance of 150.17 feet to a point;

North 79 degrees 42 minutes 02 seconds East for a distance of 190.46 feet to a point;

South 42 degrees 23 minutes 57 seconds East for a distance of 164.29 feet to a point;

South 86 degrees 36 minutes 08 seconds East for a distance of 1481.46 feet to a point on the easterly line of the said Lot 4;

Thence along the said easterly line of Lot 4, South 03 degrees 23 minutes 52 seconds West for a distance of 5.00 feet to the TRUE POINT OF BEGINNING, containing 0.398 acres, more or less, of which 0.000 acres are in the present road occupied.

The above described area is contained within the Franklin County's Auditor's Permanent Parcel Numbers 100-005394, 100-005395, 100-005396, and 100-005397.

Grantor claims title by the deed recorded in Instrument Number 201211060169113 of the records of Franklin County.

The basis of bearings in this description is based on the Ohio State Plane Coordinate System, South Zone, and references the North American Datum of 1983 and the CORS adjustment (NAD 83(CORS96)).

This description was prepared and reviewed by Russell Koenig, Ohio Registered Professional Surveyor No. 8358 in June of 2013 based on a survey conducted by DLZ Ohio, Inc., under his direct supervision.

Russell Koenig

Russell Koenig, S-8358

11-12-2013

Date



Temporary Construction Easement

KNOW ALL MEN BY THESE PRESENTS, that IS-CAN OHIO L.P., an Ohio limited partnership (“**Grantor**”), in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, paid by the City of Worthington, Ohio, a municipal corporation (“**Grantee**”), does hereby grant, bargain, sell, convey and release unto said Grantee, its successors and assigns forever, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit “A,” attached hereto, made a part hereof and incorporated by reference herein, the following described real estate:

Real property as depicted and described in Exhibit “B” attached hereto, made a part hereof and incorporated by reference herein, further identified as Parcel No(s).100-005394-00, 100-005395-00, 100-005396-00, and 100-005397-00.

Prior Instrument Reference: Instrument Number 201211060169113, of the Recorder’s Office, Franklin County, Ohio.

TO HAVE AND TO HOLD said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto said Grantee, City of Worthington, Ohio, its successors and assigns.

Grantee shall complete all improvements to the easement area that are referred to herein no later than June 15, 2015. If said easement improvements are not completed by said date, then (a) Grantee shall, no later than July 15, 2015 (the "Restoration Date"), remove from the easement area any improvements made pursuant to this Temporary Construction Easement or otherwise and return the easement area to the condition existing as of the date hereof; and (b) this easement shall be automatically terminated and of no further force and effect as of the Restoration Date. Grantee agrees to promptly file for record any document reasonably requested by Grantor documenting any termination of this easement as provided for herein.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Grantee, City of Worthington, Ohio, may acquire property under Title VII of the Ohio Revised Code, such as but not limited to those purposes enumerated in Sections 715.21 and 719.01 of the Ohio Revised Code.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Temporary Construction Easement to be subscribed this 12th day of December, 2013.

GRANTOR

IS-CAN OHIO L.P., an Ohio limited partnership
By: IS-CAN Ohio GP Corp., an Ohio corporation, its general partner

By: [Signature]
Name: JAIRO SUKSTER
Title: _____
Date: 12/12/13

STATE OF OHIO :
: SS.
COUNTY OF FRANKLIN :

Be It Remembered that on December 12th, 2013, personally appeared the above named IS-CAN OHIO L.P., an Ohio limited partnership, by IS-CAN Ohio GP Corp., an Ohio corporation, its general partner, by JAIRO SUKSTER, its _____, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said partnership, and the free act and deed of him personally and as such officer.

[Signature]
Notary Public
My Commission Expires: _____



THOMAS J. BYRNE
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

EXHIBIT "A"

Grantee, City of Worthington, Ohio, intends to construct, install, maintain and exclusively operate a bikeway and walking path for the general public to be located on or within the real property described in this easement.

This bikeway and walking path has been planned as part of the Grantee's Department of Parks and Recreation operations and capital improvements.

Specific purposes for which the Grantee intends to use this easement include, but are not limited to, entering the subject property, as described herein, clearing the subject property of trees and vegetation, leveling the ground within or on the subject property, and constructing the bikeway and walking path thereon. Once construction is completed, the Grantee intends to replant trees and vegetation around the completed path in a manner that improves the bikeway and walking path aesthetics, provides shade and protection from the sun, and improves the viewshed in the immediate vicinity.

PROPOSED PERMANENT AND TEMPORARY EASEMENTS FOR
THE CITY OF WORTHINGTON MULTI-USE TRAIL PROJECT

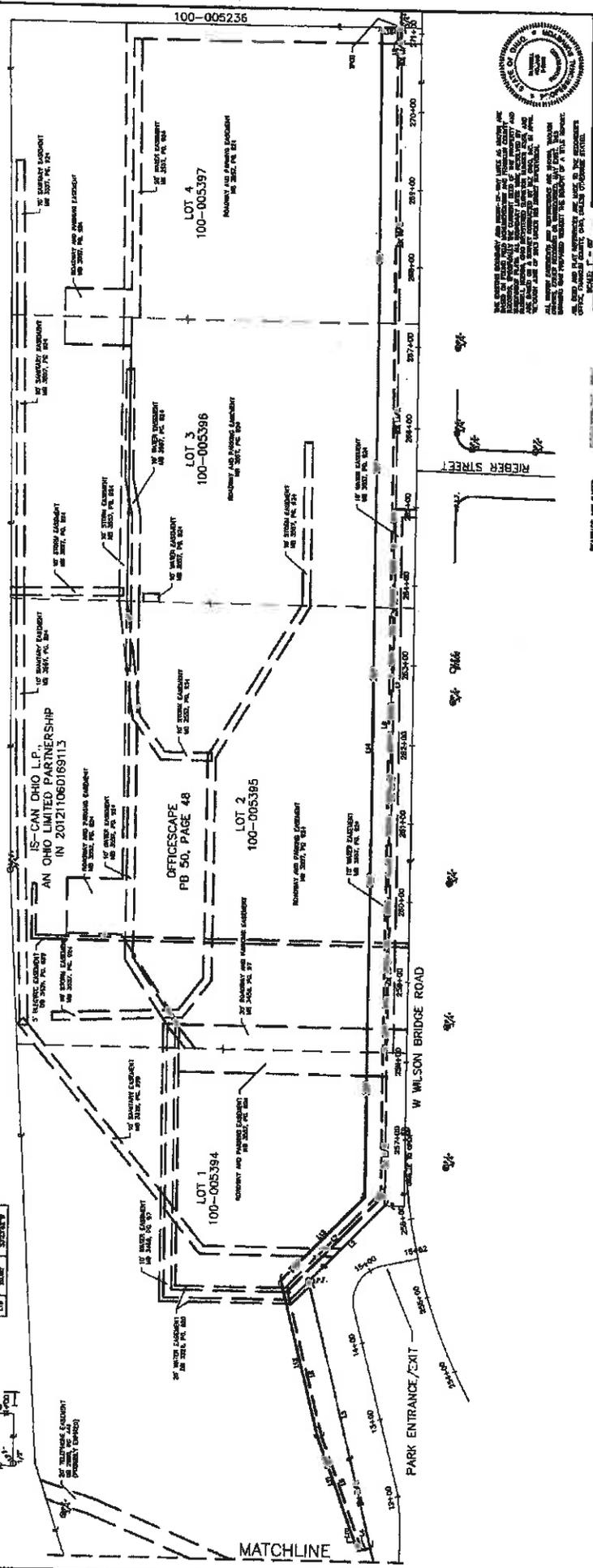
STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF WORTHINGTON

EXHIBIT "A"
TEMPORARY EASEMENT

PERMANENT EASEMENT: 0.398 ACRES
TEMPORARY EASEMENT: 0.774 ACRES

| LINE | DESCRIPTION | DATE |
|------|-------------|---------|
| 1 | EXISTING | 2/20/11 |
| 2 | PROPOSED | 2/20/11 |
| 3 | PROPOSED | 2/20/11 |
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INTERSTATE HIGHWAY 270



THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF OHIO. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

BDLZ

ENGINEER AND SURVEYOR
STATE OF OHIO
FRANKLIN COUNTY

EXHIBIT "B"

LEGAL DESCRIPTION OF A 0.774 ACRE TEMPORARY CONSTRUCTION EASEMENT

Situated in the State of Ohio, County of Franklin, City of Worthington, and being a part of a parcel conveyed to IS-CAN Ohio, L.P., an Ohio limited partnership by deed of record filed as Instrument Number 201211060169113 (all deed references are to the Recorder's office of Franklin County), also being a part of Lots 1 through 4 of Officescape as recorded in Plat Book 50, Page 48, more particularly described as follows:

BEGINNING at a point on the easterly line of the said Lot 4 and at the northeasterly corner of a proposed permanent easement, the said point being referenced by an iron pipe found on the east line of the said Lot 4 bearing South 03 degrees 23 minutes 52 seconds West at a distance of 10.46 feet, the said point being the TRUE POINT OF BEGINNING of the parcel herein described.

Thence along the northerly line of the said proposed permanent easement and crossing through the lands of the Grantor the following four (4) courses:

North 86 degrees 36 minutes 08 seconds West for a distance of 1481.46 feet to a point;

North 42 degrees 23 minutes 57 seconds West for a distance of 164.29 feet to a point;

South 79 degrees 42 minutes 02 seconds West for a distance of 190.46 feet to a point;

South 73 degrees 08 minutes 40 seconds West for a distance of 150.17 feet to a point;

Thence leaving the said northerly line of the proposed permanent easement and continuing through the lands of the Grantor the following five (5) courses:

North 10 degrees 17 minutes 58 seconds West for a distance of 5.03 feet to a point;

North 73 degrees 08 minutes 40 seconds East for a distance of 149.88 feet a point;

North 79 degrees 42 minutes 02 seconds East for a distance of 205.32 feet a point;

South 42 degrees 23 minutes 57 seconds East for a distance of 147.52 feet to a point;

South 86 degrees 36 minutes 08 seconds East for a distance of 1480.51 feet to a point on the easterly line of the said Lot 4;

Thence along the said easterly line of Lot 4, South 03 degrees 23 minutes 52 seconds West for a distance of 20.00 feet to the TRUE POINT OF BEGINNING, containing 0.774 acres, more or less, of which 0.000 acres are in the present road occupied.

The above described area is contained within the Franklin County's Auditor's Permanent Parcel Numbers 100-005394, 100-005395, 100-005396, and 100-005397.

Grantor claims title by the deed recorded in Instrument Number 201211060169113 of the records of Franklin County.

The basis of bearings in this description is based on the Ohio State Plane Coordinate System, South Zone, and references the North American Datum of 1983 and the CORS adjustment (NAD 83(CORS96)).

This description was prepared and reviewed by Russell Koenig, Ohio Registered Professional Surveyor No. 8358 in June of 2013 based on a survey conducted by DLZ Ohio, Inc., under his direct supervision.

Russell Koenig

Russell Koenig, S-8358

11-12-2013

Date



Bikeway Easement

KNOW ALL MEN BY THESE PRESENTS, that Worthington Square Venture, LLC, an Ohio limited liability company, with a tax mailing address of 2525 Ridgmar Blvd. Suite 440, Fort Worth, Texas 76116, and its successors and assigns ("**Grantor**"), for One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by the City of Worthington, Ohio, a municipal corporation, whose address is 6550 North High Street, Worthington, Ohio 43085 ("**Grantee**"), does hereby grant unto said Grantee, its successors and assigns forever, an exclusive perpetual easement in, over, under, across and through the real property described and depicted in Exhibits "A" and "B" (the "**Easement Area**") for the purposes of construction, installation, reconstruction, replacement, removal, repair, maintenance and exclusive operation of a bikeway and walking path for the public and appurtenances thereto above and beneath the surface of the ground by the creation of a shared usage area (the "**Improvement**"):

SEE MAP ATTACHED HERETO AS EXHIBIT "A" AND LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "B", BOTH OF WHICH ARE MADE A PART HEREOF AND INCORPORATED BY REFERENCE HEREIN.

Prior Instrument Reference: Instrument Number 201101100005590 of the Recorder's Office, Franklin County, Ohio (Parcel No(s). 100-006600-00).

The Grantor and Grantee understand and hereby agree that all terms and conditions contained herein shall be effective and binding upon the parties and their respective successors and assigns. This easement is for the benefit of the property described herein and shall be deemed to run with the land.

1. Grantee, for itself, its successors and assigns, shall have the right to construct, install, reconstruct, replace, remove, repair, maintain and operate the Improvement within the Easement Area described herein. Except for directional, informative or warning signs, Grantee shall not erect any sign, billboard or outdoor advertising structure upon or within the Easement Area, except as otherwise mutually agreed upon by Grantee and Grantor or which is approved by the Municipal Planning Commission of the City of Worthington, Ohio, upon application of the Grantee. Said Improvement shall be operated, maintained, renewed, reconstructed and/or replaced by the Grantee, its successors and assigns, as necessity requires or is advisable in the judgment of the City of Worthington or its successors and assigns.
2. Grantee agrees that upon entry by the Grantee for the purpose of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of said Improvement, it will restore Grantor's property within said Easement Area to its former condition as nearly as is reasonably possible after completion of the particular work being performed. Grantor understands and agrees that the restoration of Grantor's property within the Easement Area is limited to returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible. Grantee, its successors and assigns, shall have the right to use the adjoining premises of Grantor for access to the easement and to install, maintain, supplement, repair, replace and remove equipment, materials and supplies on the easement.

3. Grantor, its successors and assigns, retains the right to continue to enjoy the use of the surface for any and all purposes within the limits of the Easement Area as are not expressly prohibited or inconsistent with the Grantee's rights and that do not interfere with and/or prevent Grantee's use of the easement for the Improvement, except as otherwise provided herein. Grantor shall not cause or allow to be constructed any temporary or permanent building, structure, facility or improvement, excepting sidewalks or surface parking areas, which in any way impair the use of or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the Improvement or access thereto. Should Grantor make permanent or temporary improvements in or upon the subject perpetual easement, save those exceptions above, the Grantor shall assume the risk of such improvements being damaged or destroyed by Grantee's subsequent entries made for the purposes granted herein, and the Grantee, its employees, agents, representatives and contractors, shall not be liable for any damage or destruction of such Grantor's improvements during the exercise of the Grantee's rights herein.
4. The consideration received shall be considered full compensation for any diminution in value that may result to remaining property by virtue of the Improvement. Grantor hereby releases and discharges the Grantee from any future Ohio Constitution, Article I, Section 19 just compensation claims arising from this grant.
5. The perpetual easement rights granted herein are "exclusive" as to all except the Grantee and any previously granted rights of record. Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant. Grantee shall have the right to assign all or any part of its interest in this easement without the consent of Grantor.
6. In the event that the owner of adjoining Parcel No. 100-006599 receives approval to redevelop its property such that the redevelopment would encroach upon or impede the Bikeway Easement, the Grantor and Grantee shall work in cooperation to establish an alternate suitable bikeway easement through another portion of Grantor's property.
7. 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 Bikeway Easement and will warrant and defend the premises with the appurtenances thereunto belonging to Grantee, its successors and assigns, against all lawful claims and demand whatsoever for the purposes described herein.

TO HAVE AND TO HOLD said real property unto said Grantee, City of Worthington, Ohio, its successors and assigns forever, for the uses and purposes hereinbefore described.

IN WITNESS WHEREOF, the Grantor has caused this Bikeway Easement to be subscribed this _____ day of _____, 2014.

WORTHINGTON SQUARE VENTURE, LLC

By: _____
 (Name) (Title)

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 2014, by _____ of Worthington Square Venture, LLC.

Notary Public

This instrument was prepared by:
Jeffrey D. Harris
Assistant Law Director
City of Worthington
6550 North High Street
Worthington, Ohio 43085
(614) 436-4518
Fax: (614) 436-5966