

ORDINANCE NO. 04-2014  
(As Amended)

Accepting a Permanent Easement and a Temporary  
Construction Easement for the Wilson Bridge  
Multi-Use Trail (Chase Bank).

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, Chase Bank has agreed to grant easements upon its property located at the proposed terminus of the Multi-Use Trail at High Street.

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 a permanent easement and temporary construction easement from The City National Bank & Trust Company of Columbus, now known as JP Morgan Chase Bank, substantially in the form of the easements described and shown on Exhibit "A" attached hereto and made a part hereof, with such changes as may be approved by the City Manager as are not adverse to the City.

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.

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 March 17, 2014

/s/ Bonnie D. Michael  
President of Council

Attest:

/s/ Tanya Maria Word  
Temporary Clerk of Council

Introduced January 21, 2014  
P.H. February 3, 2014  
Tabled  
Effective April 9, 2014

**Bikeway Easement**

**KNOW ALL MEN BY THESE PRESENTS**, that JPMorgan Chase Bank, National Association, a national banking association, successor-in-interest to The City National Bank & Trust Company of Columbus, with a tax mailing address of P.O. Box 8562, Wichita Falls, Texas 76307, 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 over, across and through the surface of 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: Deed Book Volume 2887, page 194 and Deed Book Volume 3398, page 611 of the records of Franklin County, Ohio (Parcel No. 100-004063-00) (“**Grantor’s Property**”).

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 and which is approved by the applicable approving body 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. Notwithstanding the foregoing, Grantee shall, at its sole cost and expense, remove and plant or replant trees and vegetation around the Improvement in accordance with the Landscape Plan presented to and approved by the City of Worthington as per Case No. ADP 06-13, Drawings dated November 27, 2013. Once Grantee has commenced construction of the Improvement in the Easement Area, Grantee shall diligently pursue such improvements to completion. All Improvement in the

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Easement Area shall be performed in a good and workmanlike manner. Grantee, its successors and assigns, shall have the right to use a strip of land ten (10) feet wide adjoining the Easement Area for access to the Easement Area and to install, maintain, repair, replace and remove the Improvement. Grantee agrees to keep Grantor's Property open at all times for ingress and egress purposes, allowing at all times free and unobstructed pedestrian and vehicular ingress and egress to Grantor's Property and its business facilities, parking, drive-through and walkway areas, and no construction vehicles or equipment shall be parked or stored on the Grantor's Property at any time.

3. Grantor, its successors and assigns, retains the right to continue to enjoy the use of the surface and the sub-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 Area 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 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 with respect to so much of the surface of the Easement Area as is necessary to operate and maintain the Improvement only. 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 with the written consent of Grantor, which approval shall not be unreasonably withheld.
6. 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.

JPMorgan Chase Bank, National  
Association, a national banking  
association

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Acknowledgement contained on the following page.]

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STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of JPMorgan Chase Bank, National Association, a national banking association, successor-in-interest to The City National Bank & Trust Company of Columbus, on behalf of said national banking association.

\_\_\_\_\_  
Notary Public

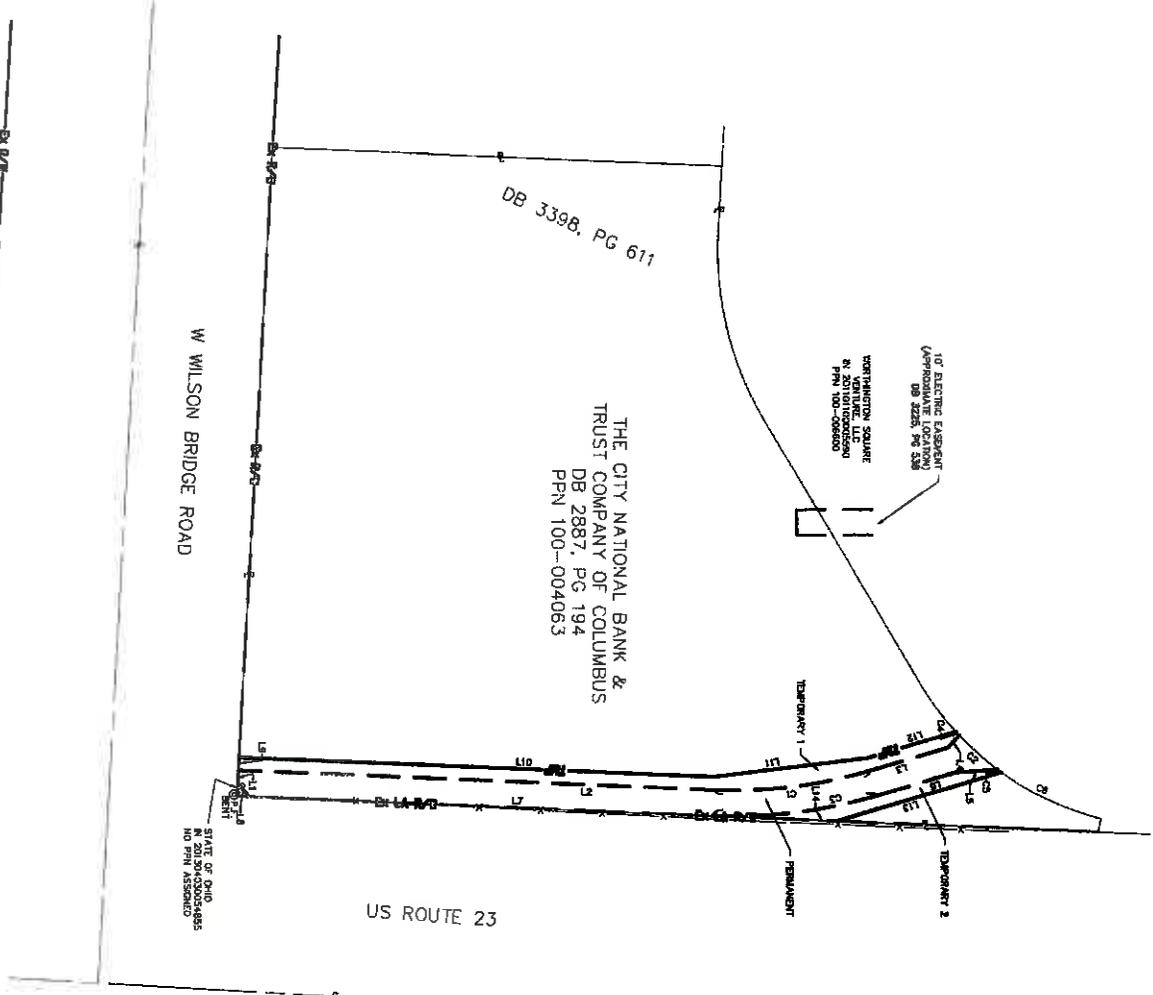
This instrument was prepared by:  
Jeffrey D. Harris  
Assistant Law Director  
City of Worthington  
6550 North High Street  
Worthington, Ohio 43085  
(614) 436-4518  
Fax: (614) 436-5966

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

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF WORTHINGTON

LINE	DISTANCE	BEARING
L1	5.00'	N86°57'22"W
L2	185.20'	N1°58'49"E
L3	31.25'	N16°42'35"W
L4	6.54'	N44°06'14"W
L5	16.53'	S4°36'27"E
L6	31.25'	S16°42'35"E
L7	180.39'	S1°58'49"W
L8	7.01'	N86°57'22"W
L9	5.00'	N158°49'E
L10	183.11'	N1°58'49"E
L11	60.41'	N7°21'53"W
L12	36.04'	N18°42'35"W
L13	66.89'	S16°42'35"E
L14	48.68'	S1°58'49"W

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	62.30'	191.00'	18°41'24"	N7°21'53"W	62.03'
C2	19.94'	113.00'	10°08'44"	N41°12'18"E	19.92'
C3	65.57'	201.00'	18°41'24"	S7°21'53"E	65.28'
C4	1.78'	113.00'	0°54'07"	N46°42'44"E	1.78'
C5	1.94'	113.00'	0°58'55"	N35°39'29"E	1.94'



PERMANENT EASEMENT: 0.067 ACRES.  
 TEMPORARY EASEMENT 1: 0.035 ACRES  
 TEMPORARY EASEMENT 2: 0.009 ACRES

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

THE EXISTING BOUNDARY AND RIGHT-OF-WAY LINES AS SHOWN ARE BASED ON FRANK FIELD MONUMENTATION AND FRANKLIN COUNTY RECORDS. ALL BOUNDARY LINES ARE RECORDED BY RESUBDIVISION PLATS, AND REGISTERED SURVEYORS NUMBER 8264 AND 8265. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE THROUGH CITY OF 2017 UNDER THE DIRECT SUPERVISION OF THE SURVEYOR GENERAL OF OHIO.

ALL NEIGHBOR EASEMENTS AND RESTRICTIONS ARE SHOWN, THOUGH OTHERS, ENTER REFERENCED ON UNRECORDED, KEY DEEDS, THIS DRAWING WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

OFFICE: FRANKLIN COUNTY, OHIO, UNLESS OTHERWISE STATED.

SCALE: 1" = 30'

PROFESSIONAL SEAL OF SURVEYOR GENERAL OF OHIO

11-12-2013

11-12-2013

**LEGAL DESCRIPTION OF A 0.067 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 The City National Bank & Trust Company of Columbus by deeds of record filed as Deed Book Volume 2887, page 194 and Deed Book Volume 3398, page 611 (all deed references are to the Recorder's office of Franklin County), also being a part of Lot 36 of the Partition Plat of the Scioto Land Company as recorded in Deed Book Volume A, page 194, destroyed by fire, as demonstrated in Survey Plat Book Volume 3, pages 136 and 137 (description of said partition lots are recorded in Deed Book Volume A, pages 7 and 14), more particularly described as follows:

**BEGINNING** at the Grantor's southeasterly corner and on the existing northerly right of way line of West Wilson Bridge Road, the said point being referenced by a bent iron pipe found bearing South 72 degrees 26 minutes 05 seconds East at a distance of 4.53 feet, the said point also being at the southwesterly corner of a parcel conveyed to the State of Ohio by the deed of record filed as Instrument Number 201304030054856 and being the **TRUE POINT OF BEGINNING** of the parcel herein described.

Thence along the said northerly right of way line and the Grantor's said southerly line, North 86 degrees 57 minutes 22 seconds West for a distance of 5.00 feet to a point;

Thence leaving the said right of way line and crossing through the lands of the Grantor the following four (4) courses:

North 01 degrees 58 minutes 49 seconds East for a distance of 185.20 feet to a point of curvature;

With a curve to the left, said curve having a central angle of 18 degrees 41 minutes 24 seconds, a radius of 191.00 feet, an arc length of 62.30 feet, and a long chord which bears North 07 degrees 21 minutes 53 seconds West for a distance of 62.03 feet to a point of tangency;

North 16 degrees 42 minutes 35 seconds West for a distance of 31.25 feet to a point;

North 48 degrees 06 minutes 14 seconds West for a distance of 6.54 feet to a point on the Grantor's northwesterly line;

Thence along the Grantor's northwesterly line and with a curve to the left, said curve having a central angle of 10 degrees 06 minutes 44 seconds, a radius of 113.00 feet, an arc length of 19.94 feet, and a long chord which bears North 41 degrees 12 minutes 18 seconds East for a distance of 19.92 feet to a point;

Thence crossing through the lands of the Grantor the following three (3) courses:

South 04 degrees 36 minutes 27 seconds East for a distance of 16.53 feet to a point;

South 16 degrees 42 minutes 35 seconds East for a distance of 31.25 feet to a point of curvature;

With a curve to the right, said curve having a central angle of 18 degrees 41 minutes 24 seconds, a radius of 201.00 feet, an arc length of 65.57 feet, and a long chord which bears South 07 degrees 21 minutes 53 seconds East for a distance of 65.28 feet to a point of tangency on the Grantor's easterly line and on the westerly limited access right of way line of US Route 23;

Thence along the last said line, South 01 degrees 58 minutes 49 seconds West for a distance of 180.39 feet to a point at the northeasterly corner of the said State of Ohio parcel;

Thence along the Grantor's southeasterly line and the northwesterly line of the said State of Ohio parcel, South 47 degrees 30 minutes 43 seconds West for a distance of 7.01 feet to the **TRUE POINT OF BEGINNING**, containing 0.067 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 Number 100-004063.

Grantor claims title by the deeds recorded in Deed Book Volume 2887, page 194 and Deed Book Volume 3398, page 611 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 July 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 JPMorgan Chase Bank, National Association, a national banking association, successor-in-interest to The City National Bank & Trust Company of Columbus, with a tax mailing address of P.O. Box 8562, Wichita Falls, Texas 76307 (“**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, whose address is 6550 North High Street, Worthington, Ohio 43085 (“**Grantee**”), does hereby grant unto said Grantee, its successors and assigns forever, a temporary easement to occupy and use for the purposes of constructing, installing, maintaining and operating a bikeway and walking path (the “**Improvement**”) for the general public, to be located on the surface of the following described real estate (the “**Easement Area**”):

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: Deed Book Volume 2887, page 194 and Deed Book Volume 3398, page 611 of the records of Franklin County, Ohio (Parcel No. 100-00406300) (“**Grantor’s Property**”).

The temporary easement, rights and privileges granted herein are non-exclusive, except as to the surface of the Easement Area only (and such sub-surface area, not to exceed 24 inches in depth, which is necessary for the initial construction of the Improvement), and Grantor shall be permitted to utilize the Grantor’s Property for any and all purposes that do not interfere with or prevent the construction of the Improvement by Grantee on the surface of the Easement Area.

Grantee agrees to keep Grantor's Property open at all times for ingress and egress purposes, allowing at all times free and unobstructed pedestrian and vehicular ingress and egress to Grantor's Property and its business facilities, parking, drive-through and walkway areas, and no construction vehicles or equipment shall be parked or stored on the Grantor's Property at any time.

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. Notwithstanding the foregoing, Grantee shall, at its sole cost and expense, remove and plant or replant trees and vegetation around the Improvement in accordance with the Landscape Plan presented to and approved by the City of Worthington as per Case No. ADP 06-13, Drawings dated November 27, 2013. Once Grantee has commenced construction of the Improvement in the Easement Area, Grantee shall diligently pursue such improvements to completion.

The duration of the temporary easement herein granted to the Grantee is twenty-four (24) months immediately following the date on which the work described above is first commenced by the Grantee or its duly authorized employees, agents, and contractors.

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IN WITNESS WHEREOF, the Grantor has caused this Temporary Construction Easement to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

JPMorgan Chase Bank, National  
Association, a national banking association

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of JPMorgan Chase Bank, National Association, a national banking association, successor-in-interest to The City National Bank & Trust Company of Columbus, on behalf of said national banking association.

\_\_\_\_\_  
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

**LEGAL DESCRIPTION OF A 0.035 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 The City National Bank & Trust Company of Columbus by deeds of record filed as Deed Book Volume 2887, page 194 and Deed Book Volume 3398, page 611 (all deed references are to the Recorder's office of Franklin County), also being a part of Lot 36 of the Partition Plat of the Scioto Land Company as recorded in Deed Book Volume A, page 194, destroyed by fire, as demonstrated in Survey Plat Book Volume 3, pages 136 and 137 (description of said partition lots are recorded in Deed Book Volume A, pages 7 and 14), more particularly described as follows:

**BEGINNING** at a point on the Grantor's southerly line, on the existing northerly right of way line of West Wilson Bridge Road, and at the southwesterly corner of a proposed permanent easement, the said point being the **TRUE POINT OF BEGINNING** of the parcel herein described.

Thence along the said northerly right of way line and the Grantor's said southerly line, North 86 degrees 57 minutes 22 seconds West for a distance of 5.00 feet to a point;

Thence leaving the said right of way line and crossing through the lands of the Grantor the following three (3) courses:

North 01 degrees 58 minutes 49 seconds East for a distance of 185.11 feet to a point;

North 07 degrees 21 minutes 53 seconds West for a distance of 60.41 feet to a point;

North 16 degrees 42 minutes 35 seconds West for a distance of 36.04 feet to a point on the Grantor's northwesterly line;

Thence along the Grantor's northwesterly line and with a curve to the left, said curve having a central angle of 00 degrees 54 minutes 07 seconds, a radius of 113.00 feet, an arc length of 1.78 feet, and a long chord which bears North 46 degrees 42 minutes 44 seconds East for a distance of 1.78 feet to a point on the westerly line of the said proposed permanent easement;

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

South 48 degrees 06 minutes 14 seconds East for a distance of 6.54 feet to a point;

South 16 degrees 42 minutes 35 seconds East for a distance of 31.25 feet to a point of curvature;

With a curve to the right, said curve having a central angle of 18 degrees 41 minutes 24 seconds, a radius of 191.00 feet, an arc length of 62.30 feet, and a long chord which bears South 07 degrees 21 minutes 53 seconds East for a distance of 62.03 feet to a point of tangency;

South 01 degrees 58 minutes 49 seconds West for a distance of 185.20 feet to the **TRUE POINT OF BEGINNING**, containing 0.035 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 Number 100-004063.

Grantor claims title by the deeds recorded in Deed Book Volume 2887, page 194 and Deed Book Volume 3398, page 611 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 July 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**



**LEGAL DESCRIPTION OF A 0.009 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 The City National Bank & Trust Company of Columbus by deeds of record filed as Deed Book Volume 2887, page 194 and Deed Book Volume 3398, page 611 (all deed references are to the Recorder's office of Franklin County), also being a part of Lot 36 of the Partition Plat of the Scioto Land Company as recorded in Deed Book Volume A, page 194, destroyed by fire, as demonstrated in Survey Plat Book Volume 3, pages 136 and 137 (description of said partition lots are recorded in Deed Book Volume A, pages 7 and 14), more particularly described as follows:

**BEGINNING** at a point on the Grantor's northwesterly line and at the northeasterly corner of a proposed permanent easement, the said point being the **TRUE POINT OF BEGINNING** of the parcel herein described.

Thence along the said Grantor's northwesterly line and with a curve to the left, said curve having a central angle of 00 degrees 58 minutes 55 seconds, a radius of 113.00 feet, an arc length of 1.94 feet, and a long chord which bears North 35 degrees 39 minutes 29 seconds East for a distance of 1.94 feet to a point;

Thence crossing through the lands of the Grantor, South 16 degrees 42 minutes 35 seconds East for a distance of 66.89 feet to a point on the Grantor's easterly line.

Thence along the said Grantor's easterly line, South 01 degrees 58 minutes 49 seconds West for a distance of 48.68 feet to a point on the easterly line of the said proposed permanent easement;

Thence along the said easterly line of the proposed permanent easement and crossing through the lands of the Grantor the following three (3) courses:

With a curve to the left, said curve having a central angle of 18 degrees 41 minutes 24 seconds, a radius of 201.00 feet, an arc length of 65.57 feet, and a long chord which bears North 07 degrees 21 minutes 53 seconds West for a distance of 65.28 feet to a point;

North 16 degrees 42 minutes 35 seconds West for a distance of 31.25 feet to a point;

North 04 degrees 36 minutes 27 seconds West for a distance of 16.53 feet to the **TRUE POINT OF BEGINNING**, containing 0.009 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 Number 100-004063.

Grantor claims title by the deeds recorded in Deed Book Volume 2887, page 194 and Deed Book Volume 3398, page 611 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 July 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

