



To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager *MLG*
Date: October 4, 2012

Initiated By: Paul A. Hammersmith, P.E., Director of Engineering/City Engineer
Barbara Cox, P.E., Engineering Manager - Development
Kristin K. Yorke, P.E., Civil Engineer II

Re: Resolution 58-12 - Memorializing the Execution of a Water Main Easement
Granted to the City by the Muirfield Village Golf Club

Background

On October 21, 1974, the Village of Dublin entered into an agreement with Muirfield LTD (currently known as Muirfield Village Golf Club, listed as Muirfield throughout the memo and resolution) for the construction of a six-inch water main across their property to service Muirfield Village. The agreement is detailed in Ordinance 54-74 (attached for reference). Muirfield was to construct the six-inch water main and the Village of Dublin was to reimburse Muirfield. On May 24, 1974, Muirfield requested Council waive "the requirement for providing utility easements prior to submission of the Final Development Plan. Due to our attempt to save as much of the natural terrain and tree growth existing at Muirfield, it is difficult and wasteful for us to write easements at this time, and we are varying certain utility lines as they are built." The agreement established by Ordinance 54-74 incorporated this request. The six-inch water main was subsequently built and is currently being used to serve many areas of Muirfield Village, including the clubhouse at the championship course. Unfortunately, follow up for an easement to allow Dublin (and additionally Columbus) access to this public six-inch water main never occurred, and as a result a recorded easement for the six-inch water main does not exist.

Summary

Currently, Muirfield is constructing various amenities at the clubhouse and villas, which require the relocation of a portion of the above-mentioned public six-inch water main. As part of the plan review of the relocation to the existing water main, Engineering requested revised easement documentation. Muirfield's design engineer determined the original easement documentation was not recorded. Engineering confirmed this by a review of the City's records. In their research of the Council records, staff determined that Ordinance 54-74 established the acceptance of the easement documents once they were submitted to the City.

Muirfield created the easement documentation that covers all the portions of the public six-inch water main near the clubhouse that exist without a previously recorded easement and includes the realigned portion. Based on Muirfield's construction schedule and the agreements in Ordinance 54-74, the City Manager has signed this easement document, based upon the revised alignment, and it has been recorded.

Recommendation

Staff recommends approval of Resolution 58-12, memorializing the execution of a water main easement granted to the City by the Muirfield Village Golf Club.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

58-12

Resolution No. _____

Passed _____, 20____

A RESOLUTION MEMORIALIZING THE EXECUTION OF A SIX-INCH WATER MAIN EASEMENT GRANTED TO THE CITY BY THE MUIRFIELD VILLAGE GOLF CLUB

WHEREAS, City Council of the City of Dublin ("Dublin") passed Ordinance 54-74, which authorized Dublin to enter into an agreement with Muirfield Ltd. ("Muirfield") for the construction of a six-inch water main; and

WHEREAS, said agreement, effective October 21, 1974, requires that Muirfield execute a six-inch water main easement in Dublin's favor; and

WHEREAS, Muirfield is currently undertaking construction at its clubhouse and has sought to realign the six-inch water main; and

WHEREAS, realignment of the six-inch water main would serve to expand the originally intended easement area; and

WHEREAS, an easement for the original six-inch water main alignment was never recorded; and

WHEREAS, Dublin and Muirfield desire to execute and record an easement that represents the new alignment as depicted in the legal description attached hereto as Exhibit A; and

WHEREAS, Dublin City Council, through Ordinance 54-74, has already provided Dublin and its representatives with the authority to execute the easement, and this Resolution serves to memorialize the expansion of the originally intended easement area.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. Council hereby acknowledges that it has already provided Dublin and its representatives with the authority to execute a six-inch water main easement between Dublin and Muirfield through Ordinance 54-74.

Section 2. Council hereby acknowledges that, due to construction being undertaken by Muirfield and the required realignment of the six-inch water main, the originally intended easement area is being reconfigured and expanded.

Section 3. This Resolution shall take full force and effect upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2012.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

EXHIBIT A

Legal Description

Exhibit "A"

**WATER LINE EASEMENT
0.604 ACRE**

Situated in the State of Ohio, Counties of Franklin and Delaware, City of Dublin, lying in Virginia Military Survey Number 2545 and being on, over and across that 220.00 acre tract conveyed to Muirfield Village Golf Company by deed of record in Official Record 10776H18 (Franklin County) and Deed Book 494, Page 631 (Delaware County) (all references refer to the records of the Recorder's Office, Franklin or Delaware County, as noted) being more particularly described as follows:

Beginning, for reference, on the arc of a curve in the northerly line of Lot 195 of "Muirfield Village Phase I", of record in Plat Book 49, Page 84 (Franklin County) and Plat Book 12, Page 1 (Delaware County), being the southeasterly corner of Lot 74 of said "Muirfield Village Phase I";

thence across said 220.00 acre tract, with the northerly line of said Lot 195, with said curve to the left, having a central angle of $20^{\circ} 52' 06''$, a radius of 651.38 feet, an arc length of 237.24 feet and a chord bearing and distance of North $79^{\circ} 15' 21''$ East, 235.94 feet to a point of tangency;

thence North $68^{\circ} 49' 18''$ East, continuing across said 220.00 acre tract, with the northerly line of said Lot 195, a distance of 27.34 feet to a point in said northerly line;

thence South $21^{\circ} 10' 42''$ East, continuing across said 220.00 acre tract, a distance of 10.00 feet to a point in the southerly line of an existing 10 feet wide easement, the TRUE POINT OF BEGINNING;

thence continuing across said 220.00 acre tract, the following courses and distances:

- North $68^{\circ} 49' 18''$ East, a distance of 54.07 feet to a point;
- South $89^{\circ} 28' 05''$ East, a distance of 37.31 feet to a point;
- North $62^{\circ} 02' 24''$ East, a distance of 70.87 feet to a point;
- North $86^{\circ} 01' 55''$ East, a distance of 94.60 feet to a point;
- North $38^{\circ} 22' 12''$ East, a distance of 91.74 feet to a point;
- North $73^{\circ} 33' 41''$ East, a distance of 63.63 feet to a point;
- North $78^{\circ} 44' 03''$ East, a distance of 66.32 feet to a point;
- North $55^{\circ} 43' 37''$ East, a distance of 41.46 feet to a point;
- South $89^{\circ} 52' 21''$ East, a distance of 29.23 feet to a point;
- North $22^{\circ} 37' 39''$ East, a distance of 42.48 feet to a point;
- North $49^{\circ} 39' 46''$ East, a distance of 70.22 feet to a point;
- North $24^{\circ} 13' 02''$ East, a distance of 25.42 feet to a point;
- North $07^{\circ} 13' 04''$ East, a distance of 70.00 feet to a point;
- North $45^{\circ} 50' 01''$ East, a distance of 91.99 feet to a point;
- North $56^{\circ} 08' 48''$ East, a distance of 80.65 feet to a point;
- North $10^{\circ} 34' 37''$ East, a distance of 89.85 feet to a point;
- North $32^{\circ} 35' 23''$ East, a distance of 31.02 feet to a point;
- North $77^{\circ} 36' 21''$ East, a distance of 76.47 feet to a point;
- North $88^{\circ} 50' 31''$ East, a distance of 107.62 feet to a point;
- South $54^{\circ} 04' 44''$ East, a distance of 50.42 feet to a point; and

0.604 ACRE

-2-

South 76°23'12" East, a distance of 64.98 feet to a point in the westerly line of Lot 159 of said "Muirfield Village Phase I";

thence South 09°42'14" East, with the westerly line of said Lot 159, a distance of 4.18 feet to the common corner of said Lot 159 and Lot 158 of said "Muirfield Village Phase I";

thence South 37° 10' 44" East, with the westerly line of said Lot 158, a distance of 25.57 feet to a point;

thence continuing across said 220.00 acre tract, the following courses and distances:

North 76°23'12" West, a distance of 90.39 feet to a point;

North 54°04'44" West, a distance of 47.66 feet to a point;

South 88°50'31" West, a distance of 98.95 feet to a point;

South 77°36'21" West, a distance of 66.21 feet to a point;

South 32°35'23" West, a distance of 18.84 feet to a point;

South 10°34'37" West, a distance of 94.36 feet to a point;

South 56°08'48" West, a distance of 87.24 feet to a point;

South 45°50'01" West, a distance of 83.18 feet to a point;

South 07°13'04" West, a distance of 65.98 feet to a point;

South 24°13'02" West, a distance of 32.93 feet to a point;

South 49°39'46" West, a distance of 69.93 feet to a point;

South 22°37'39" West, a distance of 51.03 feet to a point;

North 89°52'21" West, a distance of 36.40 feet to a point;

South 55°43'37" West, a distance of 39.34 feet to a point;

South 78°44'03" West, a distance of 69.48 feet to a point;

South 73°33'41" West, a distance of 56.39 feet to a point;

South 38°22'12" West, a distance of 94.24 feet to a point;

South 86°01'55" West, a distance of 101.67 feet to a point;

South 66°01'55" West, a distance of 82.01 feet to a point; and

North 89°28'05" West, a distance of 78.53 feet to the TRUE POINT OF BEGINNING and containing 0.604 acre of land, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

8/8/12
Date



Evans, Mechwart, Hamblen & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

WATER LINE EASEMENT

SURVEY NUMBER 2545

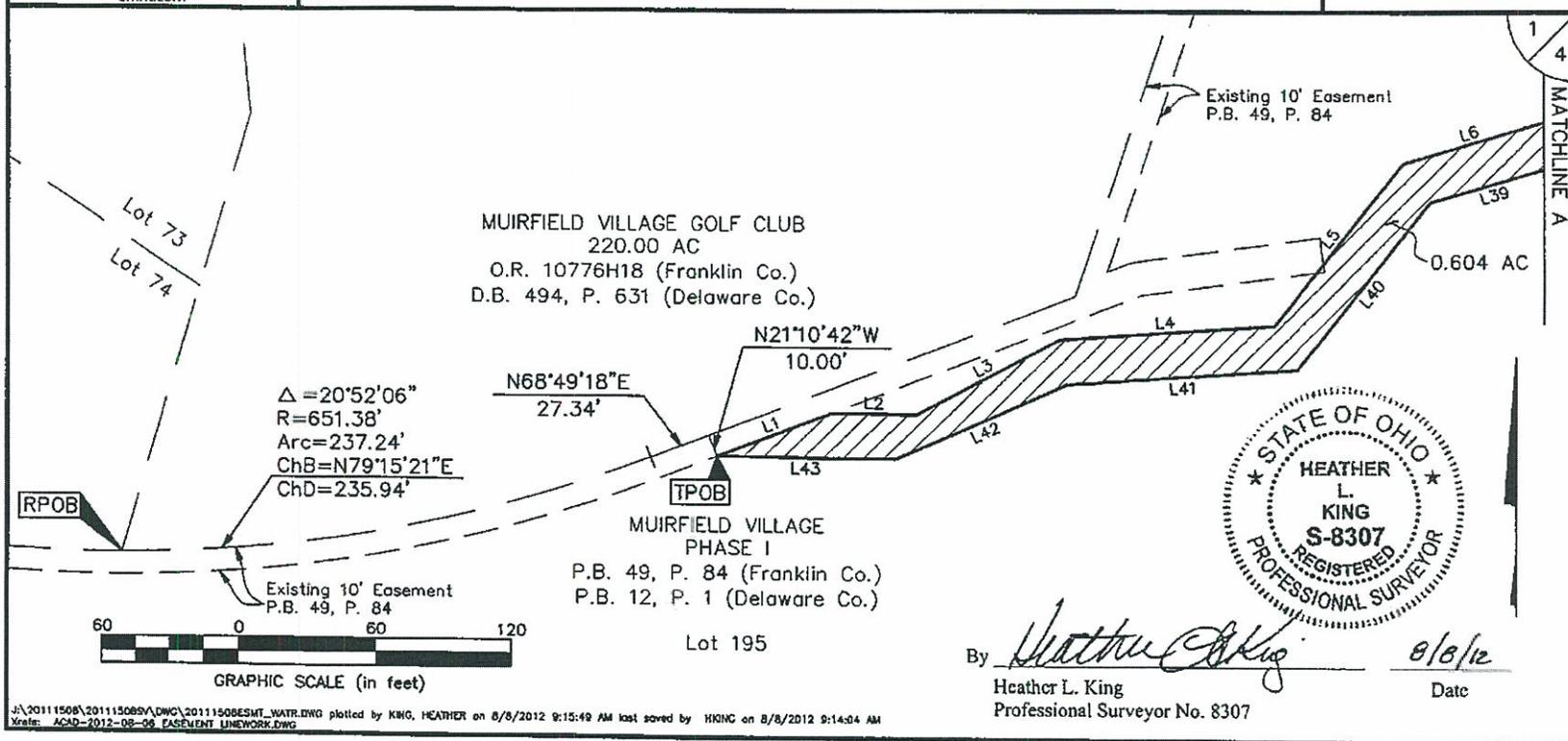
VIRGINIA MILITARY SURVEY

CITY OF DUBLIN, COUNTIES OF FRANKLIN AND DELAWARE, STATE OF OHIO

Date: August 7, 2012

Scale: 1" = 60'

Job No. 2011-1508



J:\20111508\20111508S\DWG\20111508SMT_WATR.DWG plotted by KING, HEATHER on 8/8/2012 9:15:49 AM last saved by HKING on 8/8/2012 9:14:04 AM
 Xref: ACAD-2012-08-06 EASEMENT LINEWORK.DWG



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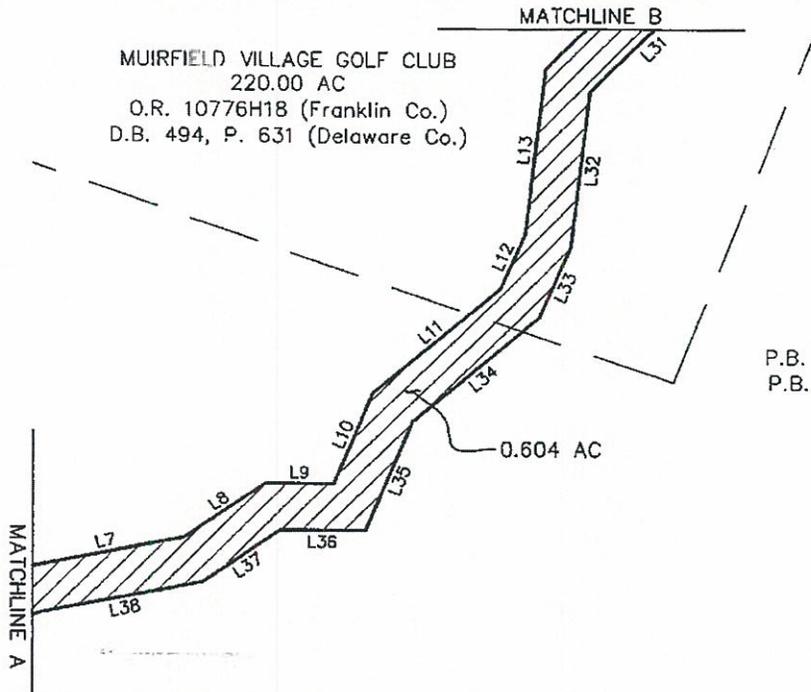
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MUIRFIELD VILLAGE GOLF CLUB
 220.00 AC
 O.R. 10776H18 (Franklin Co.)
 D.B. 494, P. 631 (Delaware Co.)

MUIRFIELD VILLAGE
 PHASE I
 P.B. 49, P. 84 (Franklin Co.)
 P.B. 12, P. 1 (Delaware Co.)

Lot 195

0.604 AC



GRAPHIC SCALE (in feet)

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 Xrefs: ACD-2012-08-06 EASEMENT LINEWORK.dwg



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WATER LINE EASEMENT

SURVEY NUMBER 2545

VIRGINIA MILITARY SURVEY

CITY OF DUBLIN, COUNTIES OF FRANKLIN AND DELAWARE, STATE OF OHIO

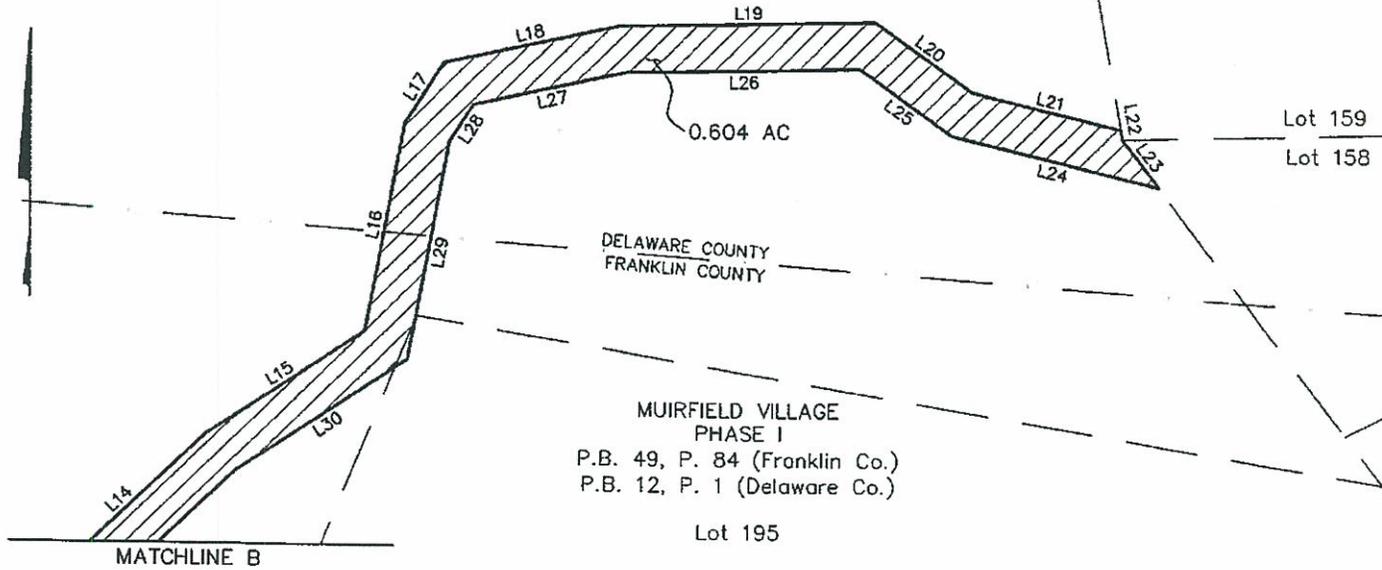
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Scale: 1" = 60'

Job No. 2011-1508



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 Xrefs: ACAD-2012-08-06 EASEMENT LINEWORK.DWG



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WATER LINE EASEMENT

SURVEY NUMBER 2545

VIRGINIA MILITARY SURVEY

CITY OF DUBLIN, COUNTIES OF FRANKLIN AND DELAWARE, STATE OF OHIO

Date: August 7, 2012

Scale: 1" = 60'

Job No. 2011-1508

LINE TABLE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N68°49'18"E	54.07	L23	S37°10'44"E	25.57
L2	S89°28'05"E	37.31	L24	N76°23'12"W	90.39
L3	N62°02'24"E	70.87	L25	N54°04'44"W	47.66
L4	N86°01'55"E	94.60	L26	S88°50'31"W	98.95
L5	N38°22'12"E	91.74	L27	S77°36'21"W	66.21
L6	N73°33'41"E	63.63	L28	S32°35'23"W	18.84
L7	N78°44'03"E	66.32	L29	S10°34'37"W	94.36
L8	N55°43'37"E	41.46	L30	S56°08'48"W	87.24
L9	S89°52'21"E	29.23	L31	S45°50'01"W	83.18
L10	N22°37'39"E	42.48	L32	S07°13'04"W	65.98
L11	N49°39'46"E	70.22	L33	S24°13'02"W	32.93
L12	N24°13'02"E	25.42	L34	S49°39'46"W	69.93
L13	N07°13'04"E	70.00	L35	S22°37'39"W	51.03
L14	N45°50'01"E	91.99	L36	N89°52'21"W	36.40
L15	N56°08'48"E	80.65	L37	S55°43'37"W	39.34
L16	N10°34'37"E	89.85	L38	S78°44'03"W	69.48
L17	N32°35'23"E	31.02	L39	S73°33'41"W	56.39
L18	N77°36'21"E	76.47	L40	S38°22'12"W	94.24
L19	N88°50'31"E	107.62	L41	S86°01'55"W	101.67
L20	S54°04'44"E	50.42	L42	S66°01'55"W	82.01
L21	S76°23'12"E	64.98	L43	N89°28'05"W	78.53
L22	S09°42'14"E	4.18			

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RECORD OF ORDINANCES

Ordinance No. 54-74

Passed OCTOBER 21 19 74

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CLERK-TREASURER TO ENTER INTO A CONTRACT ON BEHALF OF THE VILLAGE OF DUBLIN, OHIO, WITH MUIRFIELD LTD. PURSUANT TO RESOLUTION NO. 21-74 PROVIDING FOR THE REIMBURSEMENT TO SAID MUIRFIELD LTD. FOR ITS COSTS IN CONSTRUCTING A WATER LINE AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the Village of Dublin, State of Ohio, 6 of the elected members concurring:

SECTION 1. That the Mayor and the Clerk-Treasurer be, and they hereby are, authorized and directed to execute a contract by and between the Village of Dublin, Ohio, and Muirfield Ltd. for the reimbursement to said Muirfield Ltd. of its costs in constructing a certain water line under the terms contained in the agreement attached hereto which is made hereby a part of this Ordinance.

SECTION 2. That this Ordinance be, and the same hereby is, declared to be an emergency measure necessary for the immediate preservation of the public, peace, health and safety, and that this Ordinance shall take effect and be in force immediately upon its passage.

Passed this 21st day of OCTOBER 1974.

Wilbur D. Urey
President Pro Tempore

Joseph R. Dixon
Mayor - Presiding Officer

ATTEST:

Rubal Jernan
Clerk - Treasurer

I hereby certify that the copies of this Ordinance No. 54-74 are in accordance with Ordinance and the solution of the Village of Dublin, Ohio.

R. Jernan
Village Clerk

AGREEMENT

This agreement made and entered into under the laws of the State of Ohio by and between The Village of Dublin, Ohio, an Ohio Municipal Corporation classified as a Village (hereinafter called "Dublin"), Muirfield Ltd., an Ohio Limited Partnership (hereinafter called "Muirfield") ;

WHEREAS, Dublin, by way of a certain contract between itself and the City of Columbus, Ohio, intends to provide a large portion of its community with water service; and

WHEREAS, Dublin is not, at the present time, in a financial position to construct various water lines, etc. to carry out this intent; and

WHEREAS, Muirfield is or will be in the process of constructing a twelve (12) inch water main, with necessary pumps, etc., including the river crossing, from a point in the intersection of Sawmill and Summit View Road (said point being the point of tap in to a City of Columbus water main at said intersection) a distance of approximately 13,500 feet in a generally westerly and northerly direction to a point at the intersection of S.R. 745 and the said Muirfield's existing property; and

WHEREAS, it is the opinion of Dublin's Engineer that said water main will be sufficient to provide initial service for a portion of the northern part of Dublin, and can be integrated into the total water distribution system of the Village of Dublin; and

WHEREAS, Muirfield is willing to provide the necessary funding for the construction of the heretofore mentioned water main provided it is given some reasonable assurance of being reimbursed for its direct costs in the said construction, pursuant to resolution 21-74.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Dublin and Muirfield warrant and agree that:

1. Muirfield agrees that the design plans and specifications, and construction of the said water main, pumps, river crossing, and all matters of an engineering nature connected with or pertaining thereto, shall first, and continually during construction, be in accordance with the requirements of, and approved by, Dublin's engineer.

2. Muirfield agrees that said construction shall be based on competitively bid contracts awarded to the lowest and best bidder. The choice, by Muirfield, of the lowest and best bidder. The choice, by Muirfield, of the lowest and best bidder shall be subject to approval by Dublin's engineer.

3. Muirfield and Dublin agree: that, for the purposes of this agreement, "direct costs" are defined as: actual construction costs (excluding, however, any General supervision costs); actual engineering costs for the heretofore described section of the water main and booster stations, costs of easements, and any other direct costs as may be agreed to subsequent to this agreement between the parties hereto. Specifically excluded from "direct costs" are items normally or reasonable, under generally acceptable accounting practices, designated "overhead items"; and, further, any loss of material or damage to construction in progress or completed, by vandalism, theft, or other perils ordinarily included in an extended coverage insurance policy.

4. Muirfield agrees that, in order for Dublin to accurately determine the aforementioned "direct costs", Muirfield will, during normal business hours, permit Dublin, or its duly authorized agents, attorneys or accountants, to examine its books and records pertaining to this agreement.

5. Muirfield agrees that, it will comply, and that it will insist that its agents, contractors, and sub-contractors comply, with the provisions of the Workmen's Compensation Laws of Ohio. Muirfield, further, agrees to indemnify and hold Dublin, its agents and representatives, harmless from any and all claims, demands, actions, causes of action or liabilities arising out of and during the actual performance of the work anticipated by this agreement whether for personal injury, property damage, trespass or anything else not the direct cause of Dublin.

6. Dublin agrees that as, and only as, unencumbered funds become available from the aforesaid line and extensions thereof, pursuant to Village of Dublin Ordinances 43-74, 44-74, and 45-74 (copies of which Muirfield hereby acknowledges receipt of), Dublin will reimburse Muirfield its direct costs as hereinbefore described together with interest at the rate of eight per cent (8%) per annum, on the unpaid balance. However, Dublin reserves the right to use monies received, pursuant to Ordinance 45-74, up to a maximum of 50% of said funds, to finance the construction of additional facilities, provided further that Dublin must first obtain Muirfield's written consent to exercise said right, which such consent shall not be unreasonably withheld.

7. Muirfield and Dublin agree that the aforestated interest shall begin to accrue only after the construction has been completed, approved by the Village Engineer, and accepted by Dublin; and further that the reimbursement shall begin only after Dublin actually receives monies pursuant to the above stated Ordinances, and in accordance with paragraph 8 hereof.

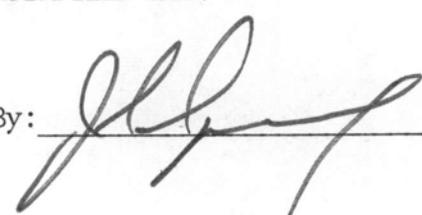
8. Dublin agrees that, it will establish an account, with its official depository, separate from all other accounts it may have, and that said account shall be known as the "Village of Dublin Northern Water Main Account". Dublin further agrees that it will deposit all unencumbered monies received, pursuant to the aforesaid Ordinances No. 43-74, 44-74, and 45-74 into said account, and will, as said monies are received, reimburse Muirfield pursuant to paragraphs 6 and 7 hereof. In this regard, Dublin shall not be liable to reimburse Muirfield pursuant to Ordinance No. 43-74 in the event the charges specified therein are not imposed for the reasons set forth in said Ordinance.

This reimbursement out of said account shall continue until such time as all direct costs plus interest, as hereinbefore set forth, have been paid in full, at which time Muirfield agrees to execute and deliver to Dublin a full, final and complete release to the effect that all monies owing Muirfield, pursuant to this agreement, have been paid. When such release is received Dublin shall close the account set forth above and transfer any remaining funds therein as its Council may direct.

Executed by Muirfield this 22nd day of OCTOBER, 1974.

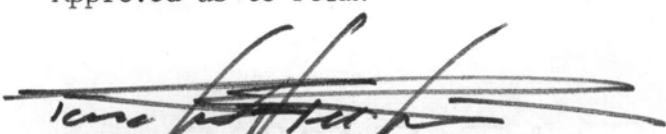
Executed by Dublin this 21st day of OCTOBER, 1974.

MUIRFIELD LTD.

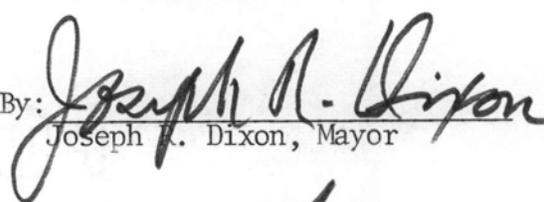
By: 

By: _____

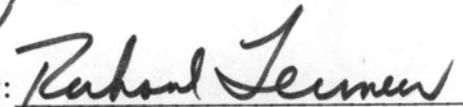
Approved as to Form:


Donald A. Richardson
Village Solicitor
Village of Dublin

VILLAGE OF DUBLIN

By: 

Joseph K. Dixon, Mayor

By: 

Richard D. Termeer
Clerk-Treasurer



**TRANSFER
NOT NECESSARY**

AUG 22 2012

**CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO**



201208220123137

Pgs: 9 \$84.00 T20120062095
08/22/2012 2:01PM MEPMR ERIC PE
Daphne Hawk
Franklin County Recorder

EASEMENT AGREEMENT FOR WATERMAIN LINE

KNOW ALL MEN BY THESE PRESENTS: Muirfield Village Golf Club, whose address is 5750 Memorial Drive, Dublin, Ohio 43017 ("Grantor"), for and in consideration of One Dollar (\$1.00) and other valuable considerations paid by the City of Dublin, an Ohio municipal corporation ("Grantee"), receipt of which is hereby acknowledged, hereby grants to Grantee, its successor and assigns forever a twenty (20) foot wide perpetual easement in, through, over and under the following described real property for a watermain line not to exceed six (6) inches in diameter, together with the right of Grantee and its agents to operate, maintain, repair, replace or remove the watermain line and any facilities related thereto in, through, over and under the following described real property:

Situated in the City of Dublin, in the Counties of Franklin and Delaware, and in the State of Ohio, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

Grantor, for itself and its successors and assigns, hereby releases Grantee from any further claims for compensation or claims for damages resulting from this easement grant, except that Grantee shall not be released from liability for its obligations hereunder or for damages caused by its actions or the actions of its employees, agents or contractors.

Grantor reserves the right to use and occupy the easement area for any purpose consistent with the rights and privileges granted herein which will not interfere with or endanger the watermain line or related facilities. Grantor agrees that no permanent structures (excluding, e.g., shrubs, bushes, etc.) will be placed within the easement area.

Notwithstanding the easement grant herein, Grantee agrees that the entire watermain line and related facilities shall be located underground and not on the surface or above the surface of the easement area.

Grantee agrees that it will, at its own expense, restore the easement area and any other affected property to its former condition as and to the extent reasonably possible.

Grantee agrees, to the extent permissible under Ohio law, to indemnify and hold harmless Grantor from any claims or suits which may be asserted against Grantor arising out of the use by Grantee, its contractors and agents of the easement and/or the watermain line and related facilities or other negligent or intentional conduct of Grantee, its contractors and agents.

The easement and agreements in this instrument shall run with the land and be binding upon and inure to the benefit of the respective successors, transferees and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands this 22ND day of August, 2012.

Grantor:

Grantee:

Muirfield Village Golf Club

City of Dublin

By: Nicholas J. LaRocca

By: Marsha I Grigsby

Name: NICHOLAS J. LARocca

Name: Marsha I Grigsby

Title: GENERAL MANAGER

Title: CITY MANAGER

STATE OF OHIO)
COUNTY OF FRANKLIN) SS.

The foregoing instrument was acknowledged before me this 16th day of August, 2012 by Nicholas J. LaRocca, General Manager of Muirfield Village Golf Club, for and on behalf of Muirfield Village Golf Club.



Elaine T Leffel
Notary Public, State of Ohio
My Commission Expires 09-19-2014

Elaine T. Leffel
Notary Public

My Commission Expires: 09/19/14

STATE OF OHIO)
COUNTY OF Franklin) SS.

The foregoing instrument was acknowledged before me this 21 day of August, 2012 by Ms. Marsha Grigsby, City Manager for the City of Dublin, for and on behalf of the City of Dublin.



LINDA L. GLICK
Notary Public, State of Ohio
My Commission Expires May 19, 2014

Linda L. Glick
Notary Public

My Commission Expires: May 19, 2014

EXHIBIT A

Legal Description

Exhibit "A"

**WATER LINE EASEMENT
0.604 ACRE**

Situated in the State of Ohio, Counties of Franklin and Delaware, City of Dublin, lying in Virginia Military Survey Number 2545 and being on, over and across that 220.00 acre tract conveyed to Muirfield Village Golf Company by deed of record in Official Record 10776H18 (Franklin County) and Deed Book 494, Page 631 (Delaware County) (all references refer to the records of the Recorder's Office, Franklin or Delaware County, as noted) being more particularly described as follows:

Beginning, for reference, on the arc of a curve in the northerly line of Lot 195 of "Muirfield Village Phase I", of record in Plat Book 49, Page 84 (Franklin County) and Plat Book 12, Page 1 (Delaware County), being the southeasterly corner of Lot 74 of said "Muirfield Village Phase I";

thence across said 220.00 acre tract, with the northerly line of said Lot 195, with said curve to the left, having a central angle of $20^{\circ} 52' 06''$, a radius of 651.38 feet, an arc length of 237.24 feet and a chord bearing and distance of North $79^{\circ} 15' 21''$ East, 235.94 feet to a point of tangency;

thence North $68^{\circ} 49' 18''$ East, continuing across said 220.00 acre tract, with the northerly line of said Lot 195, a distance of 27.34 feet to a point in said northerly line;

thence South $21^{\circ} 10' 42''$ East, continuing across said 220.00 acre tract, a distance of 10.00 feet to a point in the southerly line of an existing 10 feet wide easement, the TRUE POINT OF BEGINNING;

thence continuing across said 220.00 acre tract, the following courses and distances:

North $68^{\circ} 49' 18''$ East, a distance of 54.07 feet to a point;
South $89^{\circ} 28' 05''$ East, a distance of 37.31 feet to a point;
North $62^{\circ} 02' 24''$ East, a distance of 70.87 feet to a point;
North $86^{\circ} 01' 55''$ East, a distance of 94.60 feet to a point;
North $38^{\circ} 22' 12''$ East, a distance of 91.74 feet to a point;
North $73^{\circ} 33' 41''$ East, a distance of 63.63 feet to a point;
North $78^{\circ} 44' 03''$ East, a distance of 66.32 feet to a point;
North $55^{\circ} 43' 37''$ East, a distance of 41.46 feet to a point;
South $89^{\circ} 52' 21''$ East, a distance of 29.23 feet to a point;
North $22^{\circ} 37' 39''$ East, a distance of 42.48 feet to a point;
North $49^{\circ} 39' 46''$ East, a distance of 70.22 feet to a point;
North $24^{\circ} 13' 02''$ East, a distance of 25.42 feet to a point;
North $07^{\circ} 13' 04''$ East, a distance of 70.00 feet to a point;
North $45^{\circ} 50' 01''$ East, a distance of 91.99 feet to a point;
North $56^{\circ} 08' 48''$ East, a distance of 80.65 feet to a point;
North $10^{\circ} 34' 37''$ East, a distance of 89.85 feet to a point;
North $32^{\circ} 35' 23''$ East, a distance of 31.02 feet to a point;
North $77^{\circ} 36' 21''$ East, a distance of 76.47 feet to a point;
North $88^{\circ} 50' 31''$ East, a distance of 107.62 feet to a point;
South $54^{\circ} 04' 44''$ East, a distance of 50.42 feet to a point; and

0.604 ACRE

-2-

South 76°23'12" East, a distance of 64.98 feet to a point in the westerly line of Lot 159 of said "Muirfield Village Phase I";

thence South 09°42'14" East, with the westerly line of said Lot 159, a distance of 4.18 feet to the common corner of said Lot 159 and Lot 158 of said "Muirfield Village Phase I";

thence South 37° 10' 44" East, with the westerly line of said Lot 158, a distance of 25.57 feet to a point;

thence continuing across said 220.00 acre tract, the following courses and distances:

North 76°23'12" West, a distance of 90.39 feet to a point;

North 54°04'44" West, a distance of 47.66 feet to a point;

South 88°50'31" West, a distance of 98.95 feet to a point;

South 77°36'21" West, a distance of 66.21 feet to a point;

South 32°35'23" West, a distance of 18.84 feet to a point;

South 10°34'37" West, a distance of 94.36 feet to a point;

South 56°08'48" West, a distance of 87.24 feet to a point;

South 45°50'01" West, a distance of 83.18 feet to a point;

South 07°13'04" West, a distance of 65.98 feet to a point;

South 24°13'02" West, a distance of 32.93 feet to a point;

South 49°39'46" West, a distance of 69.93 feet to a point;

South 22°37'39" West, a distance of 51.03 feet to a point;

North 89°52'21" West, a distance of 36.40 feet to a point;

South 55°43'37" West, a distance of 39.34 feet to a point;

South 78°44'03" West, a distance of 69.48 feet to a point;

South 73°33'41" West, a distance of 56.39 feet to a point;

South 38°22'12" West, a distance of 94.24 feet to a point;

South 86°01'55" West, a distance of 101.67 feet to a point;

South 66°01'55" West, a distance of 82.01 feet to a point; and

North 89°28'05" West, a distance of 78.53 feet to the TRUE POINT OF BEGINNING and containing 0.604 acre of land, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

8/8/12
Date



Evans, Mechwart, Hamilton & Tilton, Inc.
 Engineers - Surveyors - Planners - Scientists
 5800 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Fax: 614.775.3444
 emht.com

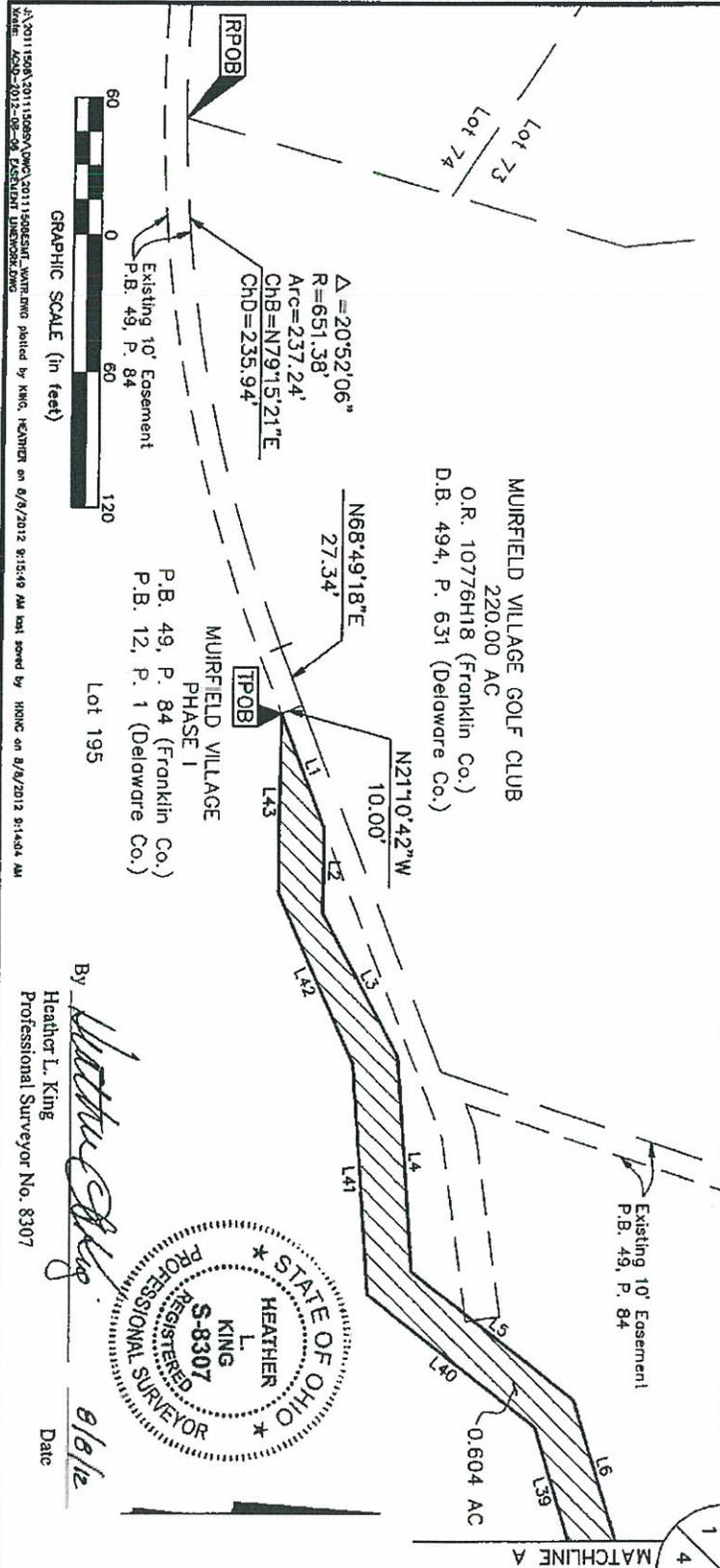
WATER LINE EASEMENT

SURVEY NUMBER 2545
 VIRGINIA MILITARY SURVEY
 CITY OF DUBLIN, COUNTIES OF FRANKLIN AND DELAWARE, STATE OF OHIO

Date: August 7, 2012

Scale: 1" = 60'

Job No. 2011-1508



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 DATE: 8/9/2012 9:14:04 AM

By *Heather L. King*
 Heather L. King
 Professional Surveyor No. 8307
 Date 8/8/12





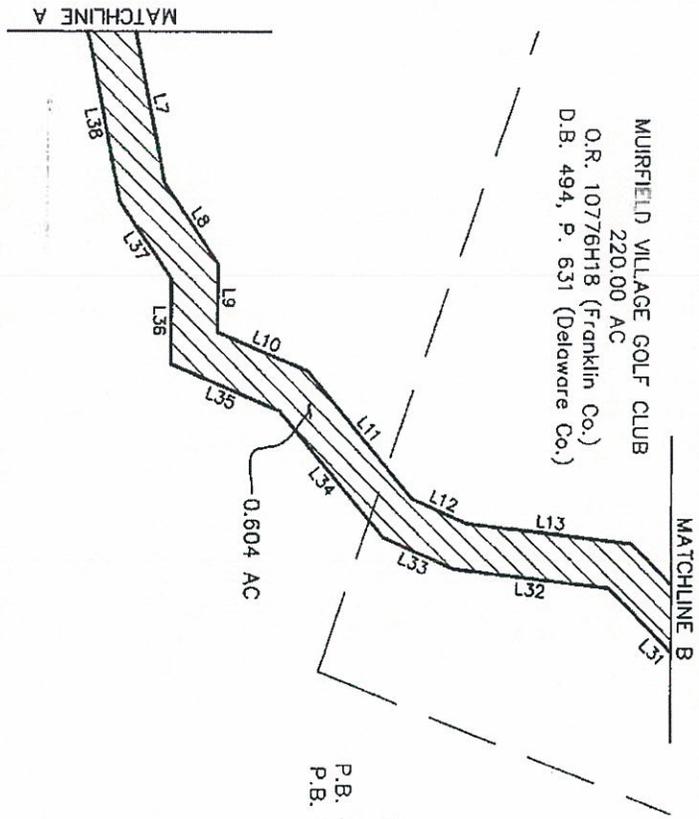
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers - Surveyors - Planners - Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614 775-4500 Fax: 614 775-3249
 emht.com

WATER LINE EASEMENT
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2/4

MUIRFIELD VILLAGE GOLF CLUB
 220.00 AC
 O.R. 10776H18 (Franklin Co.)
 D.B. 494, p. 631 (Delaware Co.)



MUIRFIELD VILLAGE
 PHASE I
 P.B. 49, P. 84 (Franklin Co.)
 P.B. 12, P. 1 (Delaware Co.)
 Lot 195

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 Scale: 1"=60'-0" (GRAPHIC SCALE) LITERATURE.DWG





Evans, Mechwart, Hamblen & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5800 New Albany Road, Columbus, OH 43204
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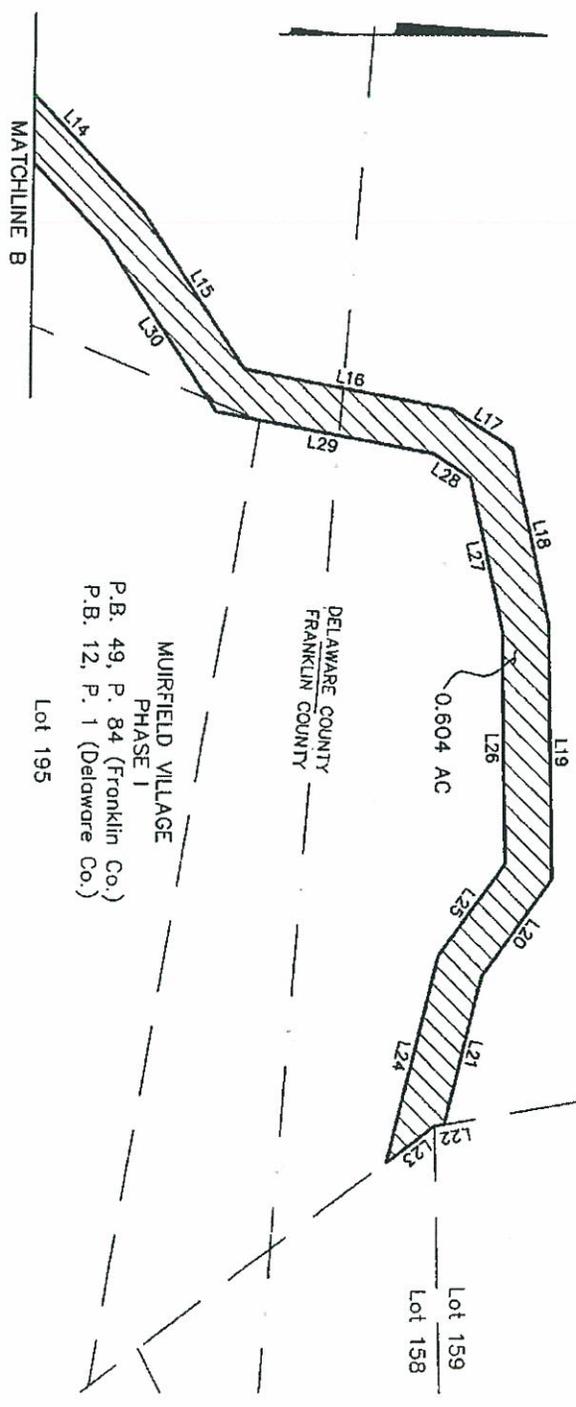
WATER LINE EASEMENT

SURVEY NUMBER 2545
 VIRGINIA MILITARY SURVEY
 CITY OF DUBLIN, COUNTIES OF FRANKLIN AND DELAWARE, STATE OF OHIO

Date: August 7, 2012

Scale: 1" = 60'

Job No. 2011-1508



20111508\20111508SV\DWG\20111508SURF_WATERLINE.dwg plotted by KING, HENRY on 8/9/2012 9:14:40 AM last saved by HANCO on 8/9/2012 9:14:39 AM
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3/4

