



City of Dublin

Office of the City Manager

5200 Emerald Parkway • Dublin, OH 43017-1090

Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager 

Date: March 3, 2016

Initiated Barbara A. Cox, PE, Acting Director of Engineering/City Engineer

By: Michael S. Sweder, PE, Civil Engineer II
Philip K. Hartmann, Assistant Law Director

Re: Ordinance 13-16 - AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTS TO ACQUIRE A 0.092 ACRE, MORE OR LESS, PERMANENT EASEMENT AND A 0.076 ACRE, MORE OR LESS, TEMPORARY EASEMENT FROM THE BOARD OF EDUCATION OF THE HILLIARD CITY SCHOOL DISTRICT, FOR THE PROPERTY LOCATED AT THE CORNER OF RINGS ROAD AND EITERMAN ROAD FOR THE PUBLIC PURPOSE OF ROADWAY CONSTRUCTION AND RELATED IMPROVEMENTS.

BACKGROUND

The City of Dublin ("City") is preparing to construct a single lane modern roundabout at the intersection of Rings Road and Churchman Road, which includes the extension of a shared-use path to Eiterman Road, as a part of the Churchman Road – Phase 2 project (the "Project"). The City is obtaining certain property interests from various landowners to construct the project.

The Board of Education of the Hilliard City School District (the "Grantor") owns property from which the City desires a permanent easement and a temporary easement. This property is located at 5675 Eiterman Road, Dublin, OH 43016 and is identified as Franklin County Parcel No. 274-000121.

After engaging in amicable discussions, the City has come to an agreement with the Grantor to acquire the property for the value of Six Thousand Eight Hundred Seventy Five Dollars (\$6,875.00), pursuant to the terms outlined in this memorandum.

ACQUISITION

The City will be acquiring from the Grantor only the property interest necessary for purposes of the Project, as depicted in the legal description and depiction attached to this memorandum. The City will be acquiring the property interest for 10% above its appraised value based on the Grantor's counter-offer. The property interest is detailed below:

Franklin County Parcel No. 274-000121

Property Interest Acquiring	Description	Appraised Value	Settlement Value
Permanent Easement	0.092 acre ±	\$3,450.00	
Temporary Easement	0.076 acre ±	\$600.00	
Improvement Valuation	Asphalt bike path, lawn sod and 1 small sapling	\$2,200.00	
TOTAL		\$6,250.00	\$6,875.00

In the interest of moving forward with the Project, the City believes it is prudent to accept the Grantor’s counter-offer.

RECOMMENDATION

Ordinance No. 13-16 would authorize the City Manager to execute all necessary conveyance documentation to formally acquire the necessary property interest described above.

Staff recommends that Council approve Ordinance 13-16 at the second reading/public hearing on April 11, 2016.

RECORD OF ORDINANCES

Ordinance No. 13-16

Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTS TO ACQUIRE A 0.092 ACRE, MORE OR LESS, PERMANENT EASEMENT AND A 0.076 ACRE, MORE OR LESS, TEMPORARY EASEMENT FROM THE BOARD OF EDUCATION OF THE HILLIARD CITY SCHOOL DISTRICT, FOR THE PROPERTY LOCATED AT THE CORNER OF RINGS ROAD AND EITERMAN ROAD FOR THE PUBLIC PURPOSE OF ROADWAY CONSTRUCTION AND RELATED IMPROVEMENTS.

WHEREAS, the City of Dublin (the "City") is preparing to construct Phase 2 of the Churchman Road roadway project, which will include the construction of a roundabout at Churchman Road and Rings Road, and related public improvements (the "Project"); and

WHEREAS, the Project requires that the City obtain certain property interest from Franklin County Parcel No. 274-000121 owned by the Board of Education of the Hilliard City School District (the "Grantor"), said property interest more fully described in the attached Exhibit "A" and depicted in the attached Exhibit "B;" and

WHEREAS, the City and the Grantor participated in good faith discussions and have come to mutually agreeable terms for the acquisition of the necessary property interest for the sum of \$6,875.00; and

WHEREAS, the City desires to execute necessary conveyance documentation to complete the transaction between the City and the Grantor.

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

Section 1. The City Manager is hereby authorized to execute all necessary conveyance documentation to acquire a 0.092 acre, more or less, permanent easement, and a 0.076 acre, more or less, temporary easement for 18 months, commencing on the date construction begins, from the Board of Education of the Hilliard City School District, for the sum of \$6,875.00, said property interest located within Franklin County Parcel No. 274-000121, and more fully described and depicted in the attached Exhibits "A" and "B."

Section 2. This Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Ordinance.

Section 3. This Ordinance shall take effect in accordance with 4.04(b) of the Dublin Revised Charter.

Passed this _____ day of _____, 2016.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

**PERMANENT EASEMENT
FOR UTILITIES, GRADING, AND SHARED-USE PATH**

THIS PERMANENT EASEMENT (the "Easement") is made and entered into this ____ day of _____ 2016, by and between **Board of Education of the Hilliard City School District** ("Grantor"), whose tax mailing address is at 5323 Cemetery Road, Hilliard, Ohio 43026, and the **City of Dublin, Ohio**, an Ohio municipal corporation ("Grantee"), whose mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017.

BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property known as Franklin County Auditor's Parcel No. 274-000121 (the "Grantor's Property");

WHEREAS, Grantee desires a permanent easement over those portions of the Grantor's Property legally described on the attached Exhibit "A" and depicted on the attached Exhibit "B" (the "Easement Area") for the purpose of utilities, grading, and a shared-use path; and

WHEREAS, Grantor desires to grant a permanent easement over the Easement Area for the benefit of Grantee upon the terms and conditions set forth in this Easement; and

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Permanent Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a permanent easement in, through, over and under the Easement Area for the following purposes: (i) to construct, operate, maintain, repair, and replace a shared-use path, including grading; (ii) to construct, operate, maintain, repair and replace (a) utility lines for gas, electric, water, sewer, cable, and communication services, and facilities and appurtenances incidental thereto, including, but not limited to, lines, wires, cables, conduits, anchors, circuits, equipment, meters, valves, regulators, manholes, drain pipes, fixtures, and other appurtenances and facilities and (b) drainage facilities (collectively, the "Facilities"); and (iii) ingress and egress over those portions of Grantor's Property reasonably necessary to facilitate Grantee's use of the Easement Area. Grantee, as soon as reasonably practicable after construction of the utilities, Facilities, and shared-use path, including any alterations and repairs thereto, and completion of the grading work, shall cause the Easement Area to be restored to its former condition as nearly as is reasonably practicable. Grantee shall have the right to remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use thereof as permitted by this Easement. Grantor has the right to enter on the Easement Area for any purpose whatsoever provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement.

2. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.
3. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.
4. Severability. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
5. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.
6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.
7. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.
8. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.
9. Authority. Grantor represents and warrants that it has the full right and authority to enter into this Easement and grants the rights hereby conveyed to Grantee.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

GRANTOR:

Board of Education of the
Hilliard City School District

By: _____

Its: _____

GRANTEE:

City of Dublin, Ohio,
an Ohio Municipal Corporation

Dana L. McDaniel, City Manager

{ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE}

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said county and state, personally came Dana L. McDaniel, City Manager of the CITY OF DUBLIN, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said County, personally came the above named _____, the _____ of Grantor in the foregoing Easement, and acknowledged the signing of the same to be his/her voluntary act and deed for and on behalf of Board of Education of the Hilliard City School District.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Notary Public

This Instrument Prepared By:
Frost Brown Todd LLC
One Columbus
10 West Broad Street
Columbus, Ohio 43215

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the "Easement") is made and entered into this ____ day of _____ 2016, by and between the **Board of Education of the Hilliard City School District** ("Grantor"), whose tax mailing address is at 5323 Cemetery Road, Hilliard, Ohio 43026, and the **City of Dublin, Ohio**, an Ohio municipal corporation ("Grantee"), whose mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017.

BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property known as Franklin County Auditor's Parcel No. 274-000121 (the "Grantor's Property");

WHEREAS, Grantee desires a temporary easement over those portions of the Grantor's Property legally described on the attached Exhibit "A" and depicted on attached Exhibit "B" (the "Easement Area") for a period of eighteen (18) months, commencing on the date construction begins, for the purpose of construction and grading related to the construction of a roadway, utilities, and related improvements; and

WHEREAS, Grantor desires to grant a temporary easement over the Easement Area for the benefit of Grantee upon the terms and conditions set forth in this Easement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Temporary Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a temporary, non-exclusive easement in gross in, through, over and under the Easement Area for a period of eighteen (18) months, commencing on the date construction begins, for the purpose of construction and grading related to the construction of a roadway, utilities, and related improvements. Grantee shall have the right to enter on and use the Easement Area in connection with the performance of certain work on the Grantor's Property, including, but not limited to, construction, grading, utility work, storm drainage work, and for any other purpose reasonably necessary in connection with the same. Upon termination of the aforementioned activities, Grantee shall, at its sole cost and expense, restore the Easement Area as nearly as reasonably practicable to the condition that existed prior to the entry thereon by Grantee.
2. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

3. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.
4. Severability. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
5. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.
6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.
7. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto with reference made to this Easement.
8. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.
9. Authority. Grantor represents and warrants that it has the full right and authority to enter into this Easement and grants the rights hereby conveyed to Grantee.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

GRANTOR:

Board of Education of the
Hilliard City School District

By: _____

Its: _____

GRANTEE:

City of Dublin, Ohio, an Ohio Municipal
Corporation

Dana L. McDaniel, City Manager

{ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE}

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said county and state, personally came Dana L. McDaniel, City Manager of the CITY OF DUBLIN, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said County, personally came the above named _____, the _____ of Grantor in the foregoing Temporary Easement, and acknowledged the signing of the same to be his/her voluntary act and deed for and on behalf of the Board of Education of the Hilliard City School District.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Notary Public

This Instrument Prepared By:
Frost Brown Todd LLC
One Columbus
10 West Broad Street
Columbus, Ohio 43215

EXHIBIT "A"

22-P

**DESCRIPTION OF A 0.092 ACRE PERMANENT EASEMENT
FOR UTILITIES, GRADING AND A SHARED-USE PATH**

Situated in the State of Ohio, County of Franklin, City of Dublin, located in Virginia Military Survey (VMS) number 3453, being part of that original 31.2167 acre tract of land described in a deed to **Board of Education of the Hilliard City School District**, of record in Instrument Number 200111140263522, all records referenced herein are on file at the Office of the Recorder for Franklin County, Ohio, said parcel being more particularly bounded and described as follows:

Commencing for reference at a MAG nail set on the existing centerline of right-of-way for Rings Road, being the southwest corner of the Roadway Dedication Plat of Eiterman Road, Rings Road, Easements, and the vacation of a 20 foot Storm Sewer Easement, as recorded in Plat Book 111, page 46, and being the southeast corner of that 10.000 acre tract of land described in a deed to Northwest Chapel Grace Brethren Church, of record in Official Record 8660 G12;

Thence **North 02 degrees 01 minute 30 seconds West**, along the west line of said Dedication Plat and along the east line of said 10.000 acre tract, a distance of **35.00 feet** to the existing north right-of-way line for said Rings Road, as established by said Dedication Plat, said point being the southwest corner of the grantor's land, and said point being the **TRUE POINT OF BEGINNING** for the herein described path easement;

Thence **North 02 degrees 01 minute 30 seconds West**, continuing along the west line of the grantor's land and along the east line of said 10.000 acre tract, a distance of **10.00 feet** to and iron pin set;

Thence across the grantor's land along the follow five (5) described courses:

1. **North 88 degrees 00 minutes 41 seconds East**, parallel to and 10.00 feet by perpendicular measure from the north right-of-way line for said Rings Road, a distance of **228.00 feet** to an iron pin set;
2. **North 72 degrees 11 minutes 19 seconds East**, a distance of **36.84 feet**;
3. **North 88 degrees 00 minutes 41 seconds East**, a distance of **58.00 feet** to an iron pin set on the existing west right-of-way for Eiterman Road, as established by said Dedication Plat;
4. **South 05 degrees 44 minutes 56 seconds East**, along the existing west right-of-way line for said Eiterman Road, a distance of **20.09 feet** to a point on the existing north right-of-way line for said Rings Road;
5. **South 88 degrees 00 minutes 41 seconds West**, along the existing north right-of-way line for said Rings Road, a distance of **322.76 feet** to the **TRUE POINT OF BEGINNING** for the herein described path easement.

The above described path easement contains a total area of **0.092 acres** is located within located within Franklin County Auditor's parcel number 274-000121.

The bearings described herein are based on Grid North (reference North 83 degrees 49 minutes 54 seconds East for the centerline of Rings Road between Franklin County Geodetic Survey monuments 0049 and 7747) as referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey.

Iron pins set are 30" by 5/8" diameter rebar with caps stamped "Structurepoint-PS 8438".

The above described path easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on July 10, 2015, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.



Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



10/29/2015
Date

0-110-F
Reduce Assessed
Average Only
0.092 acre
ROW Easement
out of
(274)
121



PROJ. NO. 13.517
 DRAWN BY: MJW
 CHECKED BY: BPB
 DATE: 7/2/2015

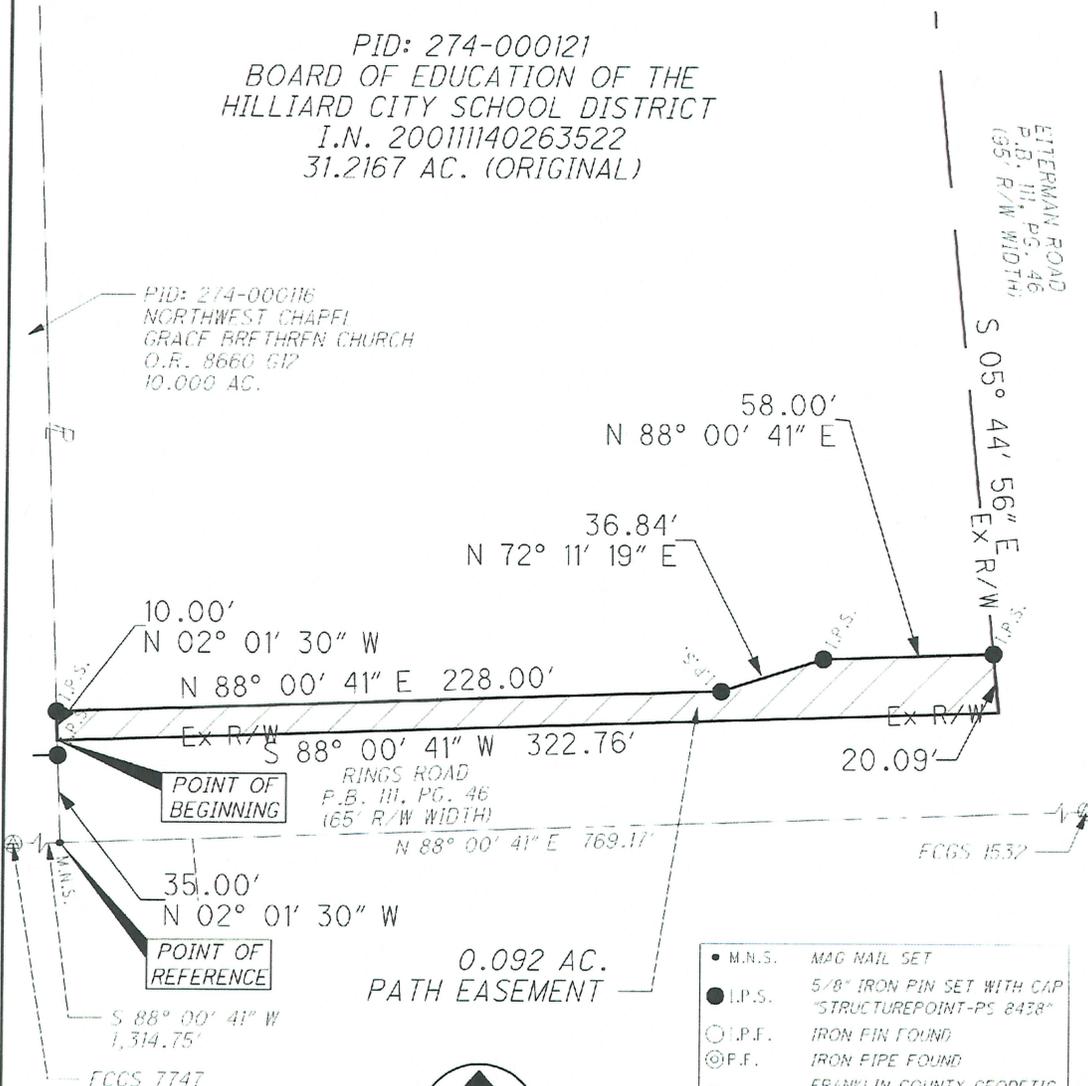


2550 CORPORATE EXCHANGE DR, STE 300
 COLUMBUS, OH 43231
 TEL 614.901.2235 FAX 614.901.2236
 www.structurepoint.com

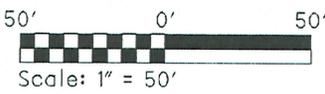
EXHIBIT "B"
 22-P
0.092 AC. PATH EASEMENT
ACQUIRED FROM
BOARD OF EDUCATION OF THE
HILLIARD CITY SCHOOL DIST

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN
 CITY OF DUBLIN, LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 3453

PID: 274-000121
 BOARD OF EDUCATION OF THE
 HILLIARD CITY SCHOOL DISTRICT
 I.N. 200111140263522
 31.2167 AC. (ORIGINAL)



- M.N.S. MAG NAIL SET
- I.P.S. 5/8" IRON PIN SET WITH CAP "STRUCTUREPOINT-PS 8438"
- I.P.F. IRON PIN FOUND
- ⊙ I.P.F. IRON PIPE FOUND
- ⊙ F.F. FRANKLIN COUNTY GEODETIC SURVEY MONUMENT



NOTE:
 SUBJECT TO A BLANKET GAS LINE EASEMENT
 IN FAVOR OF COLUMBIA GAS OF OHIO, INC.
 GI RECORD IN D.B. 2930, PAGE 311.

BASIS OF BEARING:
 THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF N 83° 49' 54" E FOR
 THE CENTERLINE OF RINGS ROAD, AS REFERENCED TO THE OHIO STATE PLANE
 COORDINATE SYSTEM (SOUTH ZONE) AND THE NORTH AMERICAN DATUM OF 1983
 (2007 ADJUSTMENT) AS ESTABLISHED UTILIZING A GPS SURVEY ORIGINATING ON
 FRANKLIN COUNTY ENGINEER'S OFFICE PUBLISHED MONUMENTS "0049" AND "7747".

I HEREBY CERTIFY THAT:
 THIS DRAWING REPRESENTS THE RESULTS OF AN ACTUAL FIELD SURVEY
 OF THE PREMISES PERFORMED BY AMERICAN STRUCTUREPOINT, INC., AND
 IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Brian P. Bingham
 BRIAN P. BINGHAM, P.S. NO. 8438
 AMERICAN STRUCTUREPOINT, INC.
 10/29/2015
 DATE

EXHIBIT "A"

22-T

**DESCRIPTION OF A 0.076 ACRE TEMPORARY CONSTRUCTION EASEMENT
TO PERFORM GRADING**

Situated in the State of Ohio, County of Franklin, City of Dublin, located in Virginia Military Survey (VMS) number 3453, being part of that original 31.2167 acre tract of land described in a deed to **Board of Education of the Hilliard City School District**, of record in Instrument Number 200111140263522, all records referenced herein are on file at the Office of the Recorder for Franklin County, Ohio, said parcel being more particularly bounded and described as follows:

Commencing for reference at a MAG nail set on the existing centerline of right-of-way for Rings Road, being the southwest corner of the Roadway Dedication Plat of Eiterman Road, Rings Road, Easements, and the vacation of a 20 foot Storm Sewer Easement, as recorded in Plat Book 111, page 46, and being the southeast corner of that 10.000 acre tract of land described in a deed to Northwest Chapel Grace Brethren Church, of record in Official Record 8660 G12;

Thence **North 02 degrees 01 minute 30 seconds West**, along the west line of said Dedication Plat and along the east line of said 10.000 acre tract, (passing at a distance of 35.00 feet the north right-of-way line for said Rings Road and the southwest corner of the grantor's land), a total distance of **45.02 feet** to an iron pin set on a proposed path easement for said Rings Road, said point being said iron pin set being the **TRUE POINT OF BEGINNING** for the herein described temporary easement;

Thence **North 02 degrees 01 minute 30 seconds West**, continuing along the west line of the grantor's land and continuing along the east line of said 10.000 acre tract, a distance of **11.00 feet** to a point;

Thence across the across the grantor's land along the following three (3) described courses:

1. **North 88 degrees 00 minutes 41 seconds East**, a distance of **211.00 feet** to a point;
2. **North 01 degree 59 minutes 19 seconds West**, along a line perpendicular to the previous course, a distance of **5.00 feet** to a point;
3. **North 88 degrees 00 minutes 41 seconds East**, along a line perpendicular to the previous course, a distance of **109.06 feet** to a point on the existing west right-of-way line for Eiterman Road, as established by said Dedication Plat;

Thence **South 05 degrees 44 minutes 56 seconds East**, along the existing west right-of-way line for said Eiterman Road, a distance of **5.97 feet** to an iron pin set on a proposed path easement for said Rings Road;

Thence across the grantor's land and along a proposed path easement along the following four (4) described courses:

1. **South 88 degrees 00 minutes 41 seconds West**, a distance of **58.00 feet** to an iron pin set;
2. **South 72 degrees 11 minutes 19 seconds East**, a distance of **36.84 feet** to an iron pin set;
3. **South 88 degrees 00 minutes 41 seconds West**, a distance of **228.00 feet** to the **TRUE POINT OF BEGINNING** for the herein described temporary easement.

The above described temporary easement contains a total area of **0.076 acres** is located within located within Franklin County Auditor's parcel number 274-000121.

The bearings described herein are based on Grid North (reference North 83 degrees 49 minutes 54 seconds East for the centerline of Rings Road between Franklin County Geodetic Survey monuments 0049 and 7747) as referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey.

Iron pins set are 30" by 5/8" diameter rebar with caps stamped "Structurepoint-PS 8438".

The above described temporary easement was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on July 13, 2015, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.



Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



10/30/2015
Date

PROJ. NO. 13.517
 DRAWN BY: MJW
 CHECKED BY: BPB
 DATE: 7/2/2015

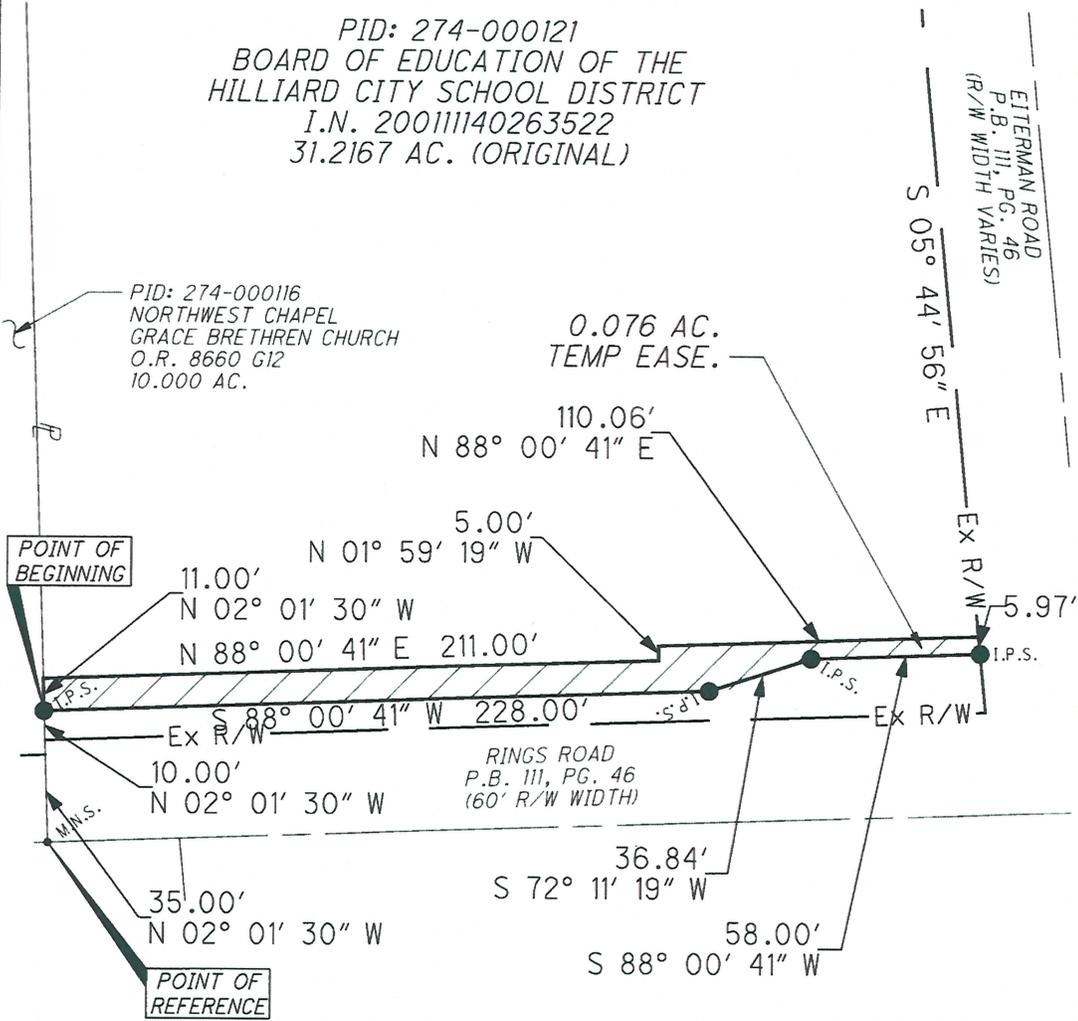


2550 CORPORATE EXCHANGE DR, STE 300
 COLUMBUS, OH 43231
 TEL 614.901.2235 FAX 614.901.2236
 www.structurepoint.com

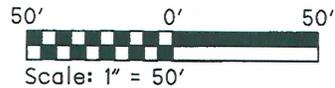
EXHIBIT "B"
 22-T
 0.076 AC. TEMP EASEMENT
 ACQUIRED FROM
 BOARD OF EDUCATION OF THE
 HILLIARD CITY SCHOOL DIST

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN
 CITY OF DUBLIN, LOCATED IN VIRGINIA MILITARY SURVEY
 NUMBER 3453

PID: 274-000121
 BOARD OF EDUCATION OF THE
 HILLIARD CITY SCHOOL DISTRICT
 I.N. 20011140263522
 31.2167 AC. (ORIGINAL)



- M.N.S. MAG NAIL SET
- I.P.S. 5/8" IRON PIN SET WITH CAP "STRUCTUREPOINT-PS 8438"
- I.P.F. IRON PIN FOUND
- ⊙ P.F. IRON PIPE FOUND
- ⊕ FRANKLIN COUNTY GEODETIC SURVEY MONUMENT



BASIS OF BEARING:
 THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF N 83° 49' 54" E FOR THE CENTERLINE OF RINGS ROAD, AS REFERENCED TO THE OHIO STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) AND THE NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT) AS ESTABLISHED UTILIZING A GPS SURVEY ORIGINATING ON FRANKLIN COUNTY ENGINEER'S OFFICE PUBLISHED MONUMENTS "0049" AND "7747".

I HEREBY CERTIFY THAT:
 THIS DRAWING REPRESENTS THE RESULTS OF AN ACTUAL FIELD SURVEY OF THE PREMISES PERFORMED BY AMERICAN STRUCTUREPOINT, INC., AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Brian P. Bingham
 BRIAN P. BINGHAM, P.S. NO. 8438
 AMERICAN STRUCTUREPOINT, INC.

10/20/2015
 DATE

CONTRACT FOR SALE AND PURCHASE OF EASEMENTS

This Contract For Sale and Purchase of Easements (this "Agreement") is by and between the City of Dublin, Ohio, an Ohio municipal corporation (hereinafter referred to as "Purchaser"), having an office at 5200 Emerald Parkway, Dublin, Ohio 43017-1006, and the Board of Education of the Hilliard City School District ("Seller"), having a tax mailing address at 5323 Cemetery Road, Hilliard, Ohio 43206. Purchaser and Seller are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Purchaser is preparing to construct Phase 2 of the Churchman Road roadway project, which will include the construction of a roundabout at Churchman Road and Rings Road, and related improvements (the "Project"), which necessitates the acquisition of a permanent easement and temporary easement over property owned by Seller, as more particularly described herein; and

WHEREAS, Purchaser agrees to purchase from Seller a permanent easement and temporary easement for eighteen (18) months, commencing on the date construction begins (the "Easements"), for construction of the Project, as described in Exhibits A and depicted in Exhibits B, and Seller agrees to sell the Easements to Purchaser pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants herein contained, the Parties agree as follows:

Provisions

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$6,875.00 (the "Easement Payment"), which Easement Payment shall constitute the entire amount of compensation due to Seller for: (a) the Easements; (b) any and all damages to any residual lands of Seller; and (c) Seller's covenants set forth herein.

2. Deed of Easement

Seller shall, within five (5) business days after the execution of this Agreement, execute and deliver to Purchaser a permanent easement and a temporary easement. The easements shall be by good and sufficient easement instrument regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower. The Easements shall be subject to a reservation of any existing access to the Sellers's property.

3. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles, and interests described in Exhibits A and depicted in Exhibits B.

4. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibits A and depicted in Exhibits B is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

5. Condition Precedent

Purchaser shall not be obligated to close under this Agreement until it receives the approval of the Dublin City Council for all obligations under this Agreement.

6. Binding Agreement

Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective heirs, executors, administrators, successors, and assigns.

7. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

8. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Seller or Purchaser.

9. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by the Parties.

10. Governing Law

This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

PURCHASER
THE CITY OF DUBLIN, OHIO

Dana L. McDaniel, City Manager

Date

STATE OF OHIO)

COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said county and state, personally came Dana L. McDaniel, City Manager of the CITY OF DUBLIN, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

(SELLER'S SIGNATURE & ACKNOWLEDGEMENT ON THE FOLLOWING PAGE)

SELLER

Board of Education of the Hilliard City
School District

By: _____

Its: _____

Print Name: _____

Date: _____

STATE OF OHIO)

COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said county and state, personally came _____, _____ of the Board of Education of the Hilliard City School District, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public