

ORDINANCE NO. 12-66

By: K. D. McElwain

To authorize the Mayor to execute a deed of easement to the City of Columbus for the installation and maintenance of a sewer, and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor, on behalf of the City of Bexley, Ohio, be and he is hereby authorized and directed to execute a deed of easement in the following form:

DEED OF EASEMENT

Know all men by these presents, that the City of Bexley, the Grantor herein, in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration to it paid by the City of Columbus, Ohio, the Grantee herein, receipt of which is hereby acknowledged, does grant, release and convey to the City of Columbus, Ohio, a Municipal Corporation, its successors and assigns forever, a perpetual easement over, under and through the following described real estate for the purposes of constructing, using, replacing and maintaining a sanitary sewer, tributary connections and appurtenant work in any part of said easement, including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said easement over said easement for said purposes:

PARCEL NO. 16:

Being a 2.94 acre tract lying south of Livingston Avenue and west of College Avenue (U. S. Route 33), being easterly of Alum Creek, said tract being part of Half Section 34, Township 5, Range 22, Refugee Lands, Township of Marion, County of Franklin, State of Ohio, said tract being of record in Deed Book _____, Page _____, Recorder's Office, Franklin County, Ohio.

Being a strip of land twenty (20) feet in width in said tract, the centerline of said strip being described as follows:

Beginning on the south line of said 2.94 acre tract at a point located about 200 feet easterly measured along said southerly line from the centerline of said Alum Creek; thence northerly on a line forming a clockwise angle of about 43° with the westerly direction of said southerly line, a distance of 270 feet to the northerly boundary of said easement which point is located about 220 feet easterly from the centerline of said Alum Creek.

PURPOSE:

For the purpose of constructing, using and maintaining a 102-inch trunk sanitary sewer and appurtenant work under the surface of said strip, including the right to clean, repair and care for said sewer and access to said strip of land for said purpose, together with right to use only during construction of said sewer, additional area of land alongside said strip to the extent of limiting lines as follows: a easterly limiting line being parallel to and 60 feet easterly at right angles, from the centerline of said strip, a westerly limiting line being the top of the easterly bank of said creek and following the centerline of said strip, also being parallel to, and 60 feet westerly at right angles, from the centerline of said strip, and with the northerly and southerly boundaries of said tract.

This Deed of Easement is executed and delivered and said easement is granted upon the following conditions, to-wit:

1. Grantor, its heirs and assigns, hereby release the City of Columbus, its agents and employees, assigns and successors from any and all liability for damage to its remaining lands resulting from this conveyance and construction and maintenance of said sewer, provided the Grantee, its agents and employees, assigns and successors shall, as soon as practicable after construction of said sewer and all subsequent alterations and repairs thereunto, restore all property of the Grantor to a neat and presentable condition, this covenant to run with the land.
2. This easement is granted on the condition that no special assessment to pay the direct cost of constructing said sewer shall be made against the Grantor, its heirs or assigns of the within named property, and no cost of any kind shall accrue to the Grantor, its heirs or assigns until or unless application is made to use said sewer at which time only such normal and regular fees and charges as may be established by the City of Columbus ordinances shall be due and payable.
3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, its heirs or assigns use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said sewer.

4. It is further agreed by and between the parties hereto that Grantor is hereby granted the right to house sanitary connections not to exceed _____ in number from buildings now constructed or to be constructed on Grantor's premises immediately adjacent to or abutting on said sanitary sewer, and that the Grantor, its heirs or assigns shall have the right to connect such sewer to and discharge sewerage therefrom into the said sanitary sewer in accordance with the rules, regulations and ordinances of the City of Columbus, Ohio, governing such activity as such may be in effect at the time of such connection, and which right to connect is subject also to all rates, fees and charges imposed by the City of Columbus, Ohio.

To have and to hold said premises to said Grantee, the City of Columbus, Ohio, its successors and assigns forever for the uses and purposes hereinbefore described.

Grantor for itself covenants that it is lawfully seized of the premises, that said premises are free and clear of liens and encumbrances, except taxes for the year 1966 and restrictions of record; and that it will forever warrant and defend the same unto the Grantee, its successors and assigns against the lawful claims of all persons whomsoever.

In witness whereof, the said City of Bexley has caused its name to be signed and its corporate seal to be affixed and the names of its officers to be signed to these presents this _____ day of _____, 1966.

Signed and Acknowledged
in the presence of:

C. J. Varney
Julia C. Darrell

CITY OF BEXLEY
By: *Wm. A. Schneider*
Wm. A. Schneider, Mayor

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

Be it remembered, that on this _____ day of _____, 1966, before me the subscriber, a Notary Public, in and for said County, personally came the above named City of Bexley, Grantor, in the foregoing Deed, by Wm. A. Schneider its Mayor and as such Mayor acknowledged the signing of the same to be his voluntary act and deed for and as the act and deed of said corporation, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

Section 2. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety, said emergency being that the construction of said sewer is being delayed and said ordinance shall go into immediate force and effect.

Passed May 24, 1966

J. Roth Crabb
President of Council

Attest: [Signature]
Clerk of Council

Approved May 24, 1966

[Signature]
MAYOR

Postel 6/14/66

ORDINANCE NO. 12 -66

By: K. D. McClure

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Being a strip of land twenty (20) feet in width in said tract, the centerline of said strip being described as follows:

Beginning on the south line of said 2.94 acre tract at a point located about 200 feet easterly measured along said southerly line from the centerline of said Alum Creek; thence northerly on a line forming a clockwise angle of about 43° with the westerly direction of said southerly line, a distance of 270 feet to the northerly boundary of said easement which point is located about 220 feet easterly from the centerline of said Alum Creek.

PURPOSE:

For the purpose of constructing, using and maintaining a 102-inch trunk sanitary sewer and appurtenant work under the surface of said strip, including the right to clean, repair and care for said sewer and access to said strip of land for said purpose, together with right to use only during construction of said sewer, additional area of land alongside said strip to the extent of limiting lines as follows: a easterly limiting line being parallel to and 60 feet easterly at right angles, from the centerline of said strip, a westerly limiting line being the top of the easterly bank of said creek and following the centerline of said strip, also being parallel to, and 60 feet westerly at right angles, from the centerline of said strip, and with the northerly and southerly boundaries of said tract.

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1. Grantor, its heirs and assigns, hereby release the City of Columbus, its agents and employees, assigns and successors from any and all liability for damage to its remaining lands resulting from this conveyance and construction and maintenance of said sewer, provided the Grantee, its agents and employees, assigns and successors shall, as soon as practicable after construction of said sewer and all subsequent alterations and repairs thereunto, restore all property of the Grantor to a neat and presentable condition, this covenant to run with the land.
2. This easement is granted on the condition that no special assessment to pay the direct cost of constructing said sewer shall be made against the Grantor, its heirs or assigns of the within named property, and no cost of any kind shall accrue to the Grantor, its heirs or assigns until or unless application is made to use said sewer at which time only such normal and regular fees and charges as may be established by the City of Columbus ordinances shall be due and payable.
3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, its heirs or assigns use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said sewer.

4. It is further agreed by and between the parties hereto that Grantor is hereby granted the right to house sanitary connections not to exceed _____ in number from buildings now constructed or to be constructed on Grantor's premises immediately adjacent to or abutting on said sanitary sewer, and that the Grantor, its heirs or assigns shall have the right to connect such sewer to and discharge sewerage therefrom into the said sanitary sewer in accordance with the rules, regulations and ordinances of the City of Columbus, Ohio, governing such activity as such may be in effect at the time of such connection, and which right to connect is subject also to all rates, fees and charges imposed by the City of Columbus, Ohio.

To have and to hold said premises to said Grantee, the City of Columbus, Ohio, its successors and assigns forever for the uses and purposes hereinbefore described.

Grantor for itself covenants that it is lawfully seized of the premises, that said premises are free and clear of liens and encumbrances, except taxes for the year 1966 and restrictions of record; and that it will forever warrant and defend the same unto the Grantee, its successors and assigns against the lawful claims of all persons whomsoever.

In witness whereof, the said City of Bexley has caused its name to be signed and its corporate seal to be affixed and the names of its officers to be signed to these presents this _____ day of _____, 1966.

Signed and Acknowledged
in the presence of:

CITY OF BEXLEY

By: _____
Wm. A. Schneider, Mayor

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

Be it remembered, that on this _____ day of _____, 1966, before me the subscriber, a Notary Public, in and for said County, personally came the above named City of Bexley, Grantor, in the foregoing Deed, by Wm. A. Schneider its Mayor and as such Mayor acknowledged the signing of the same to be his voluntary act and deed for and as the act and deed of said corporation, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

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Passed May 24, 1966

J. Roth Crabbe
President of Council

Attest: R. C. Linscott
Clerk of Council

Approved May 24, 1966

W. A. Schneider
MAYOR