

ORDINANCE NO. 56 -93

By: John H. Offenberg

An Ordinance accepting an easement for a water line from the Bishop of the Catholic Diocese of Columbus over the property occupied by St. Charles Preparatory School.

WHEREAS, the Bishop of the Catholic Diocese of Columbus has agreed to execute a certain easement to the City of Bexley, Ohio, for a water line over and through the real estate described in Exhibits A and B which are attached hereto and made a part hereof; and

WHEREAS, said easement is necessary to protect the health and general welfare of the citizens of the City of Bexley, Ohio. NOW, THEREFORE,

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

Section 1. That the Mayor and Auditor be, and they hereby are, authorized and directed to accept a Deed of Easement to the City of Bexley, Ohio, substantially in the form attached hereto as Exhibit C and made a part hereof.

Section 2. That this Ordinance shall take effect on the earliest date permitted by law.

Passed: October 12, 1993

[Signature]  
President of Council

Attest: [Signature]  
Clerk of Council

Approved: Oct. 12, 1993

[Signature]  
David H. Madison, Mayor

*Oct. 12, 1993 - 1<sup>st</sup> reading  
Susp. & Adopt.*



## Catholic Diocese of Columbus

Office of Finance  
Parish Aid Fund / Self Insurance Fund  
614 · 224 · 1221

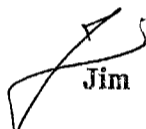
October 25, 1993

Dominic Cavello, Principal  
St. Charles Preparatory School  
2010 East Broad Street  
Columbus, Ohio 43209

Dear Dominic:

Enclosed are the executed copies of the water line easement for return to Dorothy Pritchard, Service Director, City of Bexley, Ohio.

Very truly yours,

  
Jim Noll

JN:cw

EASEMENT

James A. Griffin, in his capacity as the Bishop of the Catholic Diocese of Columbus, Ohio (hereinafter "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF BEXLEY, OHIO, a municipal corporation (hereinafter "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual, non-exclusive easement in, over, under and through certain real property located in the State of Ohio, County of Franklin, City of Bexley and further described in Exhibit "A" attached hereto and made a part hereof, for the purposes of constructing, operating, maintaining, repairing and replacing water lines and any necessary or appropriate appurtenances thereto, together with the right of access to said easement area for said purposes.

Grantee, as soon as is practicable after all entries made pursuant to the rights granted herein, shall restore the surface area to its former condition as nearly as is reasonably possible.

The rights granted herein shall not be construed to interfere with or restrict Grantor's use of the easement area, except that no structure, building, facility or improvement (other than pavement) shall be constructed within the easement area.

Grantor hereby covenants with Grantee that Grantor is the true and lawful owner of the above described easement area and is lawfully seized of the same in fee simple and has good right and full power to grant this easement.

To have and to hold said easement unto Grantee, its successors and assigns forever, for the uses and purposes set forth herein.

IN WITNESS WHEREOF, the Grantor has executed this instrument.

EASEMENT

James A. Griffin, in his capacity as the Bishop of the Catholic Diocese of Columbus, Ohio (hereinafter "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF BEXLEY, OHIO, a municipal corporation (hereinafter "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual, non-exclusive easement in, over, under and through certain real property located in the State of Ohio, County of Franklin, City of Bexley and further described in Exhibit "A" attached hereto and made a part hereof, for the purposes of constructing, operating, maintaining, repairing and replacing water lines and any necessary or appropriate appurtenances thereto, together with the right of access to said easement area for said purposes.

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The rights granted herein shall not be construed to interfere with or restrict Grantor's use of the easement area, except that no structure, building, facility or improvement (other than pavement) shall be constructed within the easement area.

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To have and to hold said easement unto Grantee, its successors and assigns forever, for the uses and purposes set forth herein.

IN WITNESS WHEREOF, the Grantor has executed this instrument.

EXHIBIT "A"

Situated in the State of Ohio, County of Franklin, City of Bexley, and being a strip of land 20.00 feet in width and 40.00 feet in width across a portion of that tract as conveyed to Edward J. Herrmann, Bishop, of record in Deed Book 767, Page 185, Deed Book 2770, Page 290, Deed Book 1403, Page 570, all references being to those of record in the Recorder's Office, Franklin County, Ohio, said strips being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Clifton Avenue at the northwesterly corner of that tract as conveyed to Bishop Square Condos of record in Condominium Book 3, Pages 470, 463, and 813;

thence along the westerly line of the said Bishop Square Condos, South 3° 00' 00" East, a distance of 332.23 feet to the southwesterly corner of the said Bishop Square Condominiums, said point also being in the northerly line of the Cheek Brothers Addition;

thence along the northerly line of the Cheek Brothers Addition, South 89° 42' 30" West, a distance of 100.00 feet to a point at the northwesterly corner of the Cheek Brothers Addition;

thence along the westerly line of the Cheek Brothers Addition, South 3° 00' 00" East, a distance of 660.15 feet to a point at a northerly right-of-way line of East Broad Street;

thence along the northerly right-of-way line of East Broad Street, South 80° 07' 00" West, a distance of 40.29 feet to a point;

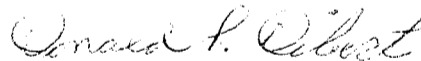
thence North 3° 00' 00" West, a distance of 686.89 feet to a point;

thence North 89° 42' 30" East, a distance of 120.03 feet to a point;

thence North 3° 00' 00" West, a distance of 312.97 feet to a point in the southerly right-of-way line of Clifton Avenue;

thence along the southerly right-of-way line of Clifton Avenue, South 88° 07' 00" East, a distance of 20.07 feet to the place of beginning, containing 0.817 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Donald L. Dibert  
Professional Surveyor No. 5425

DLD/mf

**EXHIBIT "B"**  
**20' WIDE & 40' WIDE WATERLINE EASEMENT**  
 ACROSS THE EDWARD J. HERRMANN TRACT  
 LOCATED IN  
 CITY OF BEXLEY, FRANKLIN COUNTY, OHIO

SCALE 1" = 100'

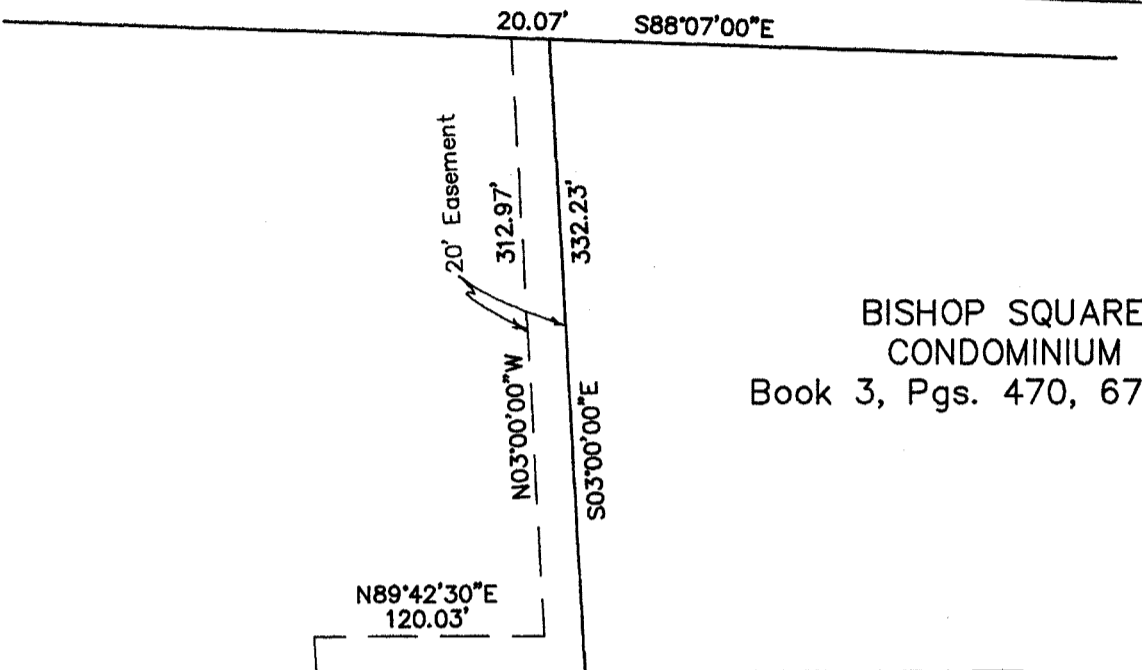
—○— IRON PIN

SEPTEMBER 2, 1993

RECORD REFERENCES

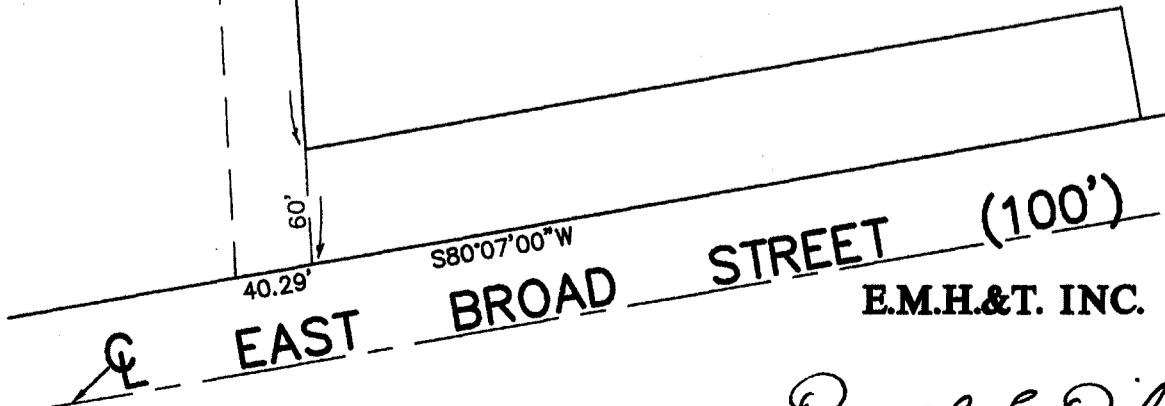
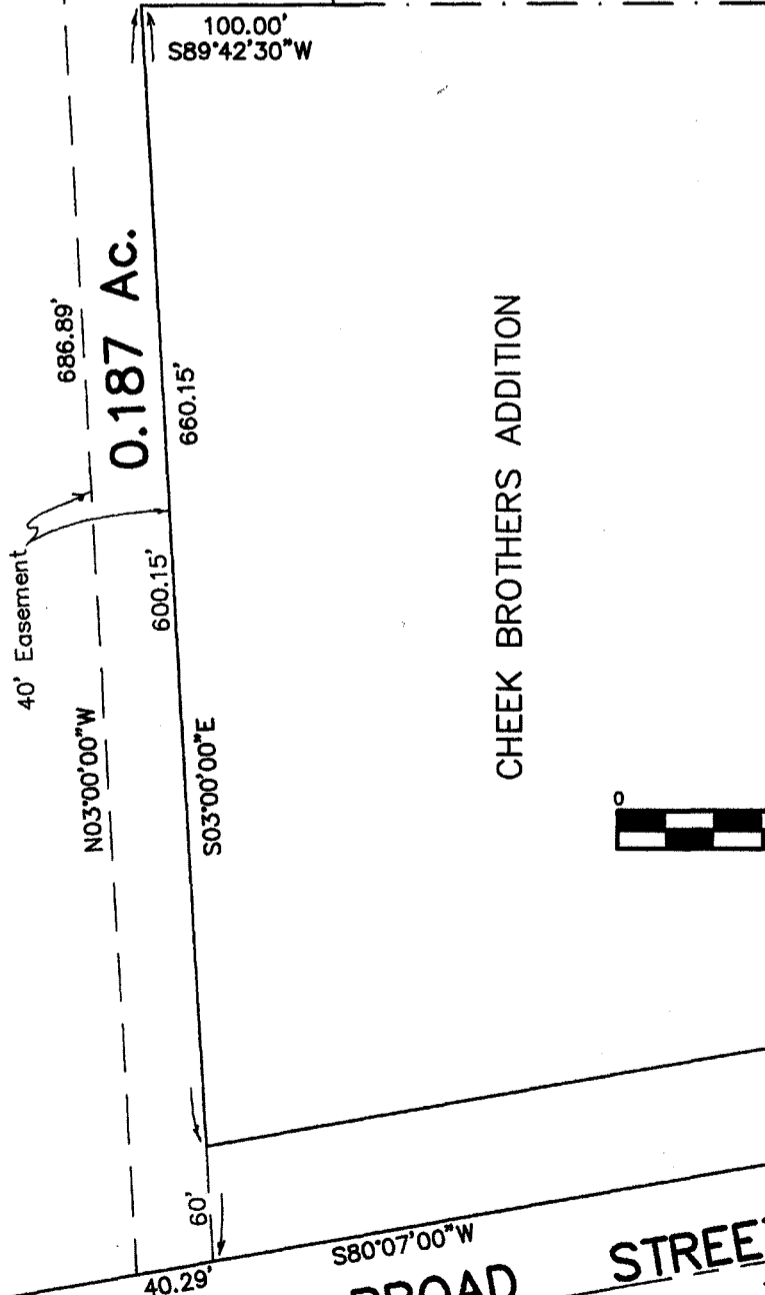
D.B. 767, Pg. 185  
 D.B. 2770, Pg. 290  
 D.B. 1403, Pg. 570

Ⓞ CLIFTON AVENUE (60')



BISHOP SQUARE  
 CONDOMINIUM  
 Book 3, Pgs. 470, 673, 813

Edward J. Herrmann Bishop  
 D. B. 767, Pg. 185  
 D. B. 2770, Pg. 290  
 D. B. 1403, Pg. 570



**E.M.H.&T. INC.**

By *Donald L. Dibest*  
 Professional Surveyor No. 5425