

AMENDED ORDINANCE NO. 80-98

By: William Schottenstein

An Ordinance to authorize the granting of a license and easement to Ameritech, Ohio for the construction and maintenance of a communication line on certain property of the City of Bexley and to declare an emergency.

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

Section 1. That the City of Bexley hereby grants a license to Ameritech, Ohio for construction of a communication line across the rear property line of City property at 2292 East Main Street in accordance with the letter from Ameritech dated December 8, 1999, which is attached to this Ordinance and incorporated herein by this reference.

Section 2. That, subject to the terms of the license granted in Section 1, the City hereby grants to Ameritech, Ohio an easement for an underground communication line along the rear property line of City property at 2292 East Main Street in the form attached to this Ordinance and incorporated herein by this reference, together with such changes, if any, as shall be approved by the City Attorney.

Section 3. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to upgrade telephone service to the City and other property owners, and this Ordinance shall go into force and effect upon its passage and approval by the Mayor.

Passed: 12/14, 1999

Jeffery McCall  
President of Council

Attest: Richard A. Levin  
Clerk of Council

*12/14/99 Removed from table  
Passed.*

Approved: 12/14, 1999

David H. Madison  
David H. Madison, Mayor



November 8, 1999

Ms. Dorothy Pritchard  
City of Bexley  
2242 E. Main St.  
Bexley, Ohio 43209

Re: Ameritech Easement

Dear Ms. Pritchard:

As you know, Ameritech, Ohio has petitioned the City of Bexley for a permanent strip easement measuring 5' x 215' along the rear line of city property at 2292 E. Main St. This work is necessary in order to improve telephone service in and around City Hall.

A copy of the originally proposed easement and legal description is attached and made a part of this agreement and the described .025 acre area shall be called the "proposed easement area" in this letter.

Since our initial request, Ameritech has learned the city may redevelop its property at this location. We understand that the city is very concerned that granting an easement now to Ameritech, Ohio may inhibit the city's future building plans and usage of the lot.

**Therefore, Ameritech, Ohio covenants and agrees with the City of Bexley that it, Ameritech, Ohio, in consideration of the City of Bexley granting a license over the proposed easement area, without warranty, for the purpose of laying and maintaining telephone cables therein, will relocate its telephone cable(s) from the proposed easement at no cost to the City should the City decide that the proposed easement conflicts with the redevelopment of the lot. If conflict is decided by the City to exist, then the City of Bexley may revoke the license and agrees to furnish Ameritech, Ohio a permanent easement in a new location and/or in accordance with modified terms acceptable to the City. If it is decided by the City that no conflict exists with the originally proposed easement, then the City of Bexley may revoke the license and the City will grant Ameritech, Ohio a permanent easement over the proposed easement area in the form of the proposed easement attached hereto.**

Ameritech, Ohio hopes that the City of Bexley finds this proposal satisfactory and authorizes the work to begin as soon as possible.

Sincerely,  
AMERITECH, OHIO

*W. E. J. Jellison*  
*Manager - Ameritech*



## AMERITECH GENERAL EASEMENT

For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned (Grantor) hereby grants and conveys (without any warranty covenants) to Ohio Bell Telephone Company a.k.a. Ameritech Ohio, an Ohio Corporation, and its affiliates and licensees, successors and assigns (collectively "Grantees") an easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for such facilities may be used including, but not limited to poles, guys, anchors, and messenger strand, equipment cabinets or enclosures and support posts or pads, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have commercial electrical service extended across the Property (described below) and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

The Property is legally described as: BEING SITUATED IN THE STATE OF OHIO, FRANKLIN COUNTY, CITY OF BEXLEY, AND BEING THE SAME PARCEL OF LAND CONVEYED TO THE CITY OF BEXLEY AS RECORDED ON AUGUST 13, 1990, MARCH 19, 1984, AND FEBRUARY 3, 1948

and being the same premises of record in Official Record 15638 Page J17, Official Record 4003 Page H08 and Deed Book 1419 Page 177 of FRANKLIN County records.

The Easement Area is legally described as: BEING 5' X 215' AS SHOWN ON EXHIBIT "A" AND DESCRIBED ON EXHIBIT "B"

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance, and agrees to indemnify and hold harmless Grantor from and against any and all damages, claims or expenses (including, without limitation, reasonable attorneys fees,) which grantor may incur by reason of any act or omission of any grantee on the property.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

The Grantor shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

This Easement is binding upon and shall insure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Notwithstanding any provision of this Easement which is or may be deemed to the contrary, this Easement shall not (I) limit any right, power or authority which grantor otherwise may have to regulate, franchise or condition any services or uses for such line; (ii) relieve any of the Grantees of the obligation to obtain all permits, licenses, agreements, authorizations and approvals, or to meet any condition or requirement of any law, rule, or regulation, in respect to the use, installation, construction, reconstruction, modification, supplementation, operation, repair, removal and/or maintenance of any such line, or in respect to any services or uses for such line.

IN WITNESS WHEREOF, \_\_\_\_\_ have hereunto set \_\_\_\_\_  
hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed and Acknowledged  
in the Presence of:

THE CITY OF BEXLEY, OHIO

X \_\_\_\_\_  
WITNESS

X \_\_\_\_\_  
GRANTOR

X \_\_\_\_\_  
WITNESS

X \_\_\_\_\_  
GRANTOR

STATE OF }  
COUNTY } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ to me known to  
be the \_\_\_\_\_ and \_\_\_\_\_ respectively,  
of the above named corporation/partnership, and by me duly sworn, did severally depose  
and say that they executed the foregoing instrument for and on behalf of said corporation  
as such officers, being duly authorized so to do, and further did severally depose and say  
that they are such officers of said corporation and that the seal affixed to said instrument  
is the seal of said corporation.

X \_\_\_\_\_

Notary Public in and for

\_\_\_\_\_ FRANKLIN \_\_\_\_\_ County, Ohio

This document was drafted by the Ameritech Legal Department, 30 S. Wacker Drive, Chicago, IL 60606

Return this document to: \_\_\_\_\_

THE CITY OF BEXLEY, OHIO

FOR OHIO BELL TELEPHONE COMPANY USE ONLY

Date \_\_\_\_\_ Order No. 1116814

Engineering District \_\_\_\_\_

Recording RAW Agent \_\_\_\_\_ Dodson-Stilson, Inc.

DSI - 9821-1171-69

THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

COUNTY RECORDER'S RECORD

Received for record \_\_\_\_\_, 19 \_\_\_\_\_

At \_\_\_\_\_ O'clock \_\_\_\_\_ AM/PM

Off. Record \_\_\_\_\_  
Deed Book \_\_\_\_\_ Page \_\_\_\_\_

County \_\_\_\_\_ Recorder \_\_\_\_\_

EXHIBIT

"A"



270' ± TO  
DREXEL  
AVE.

Rownd and Knauss' Parkview Subdivision

( Plat Book 4, Page 47 )

Existing Property Line as established  
by Court of Common Pleas, in Order Book 163, Page 239.

N 04°12'00" E - 5.00'

S 86°56'05" E  
214.59'

S 04°12'00" W - 5.00'

N 86°56'05" W - 214.59'

Original Property Line as  
established by Record Plats.

Bexley Municipal Garage

1 Story Block Building

5' EASEMENT ( PROPOSED )  
0.025 Ac. ( 11,073 SQ. FT. )

5' x 215' ± O.B.T. CO. EASEMENT

George N. Tusing's Subdivision

( Plat Book 5, Page 74 )

375' ± TO MAIN ST.

LOT 7

LOT 8

LOT 9

Easement "B"

CITY OF BEXLEY

City Of Bexley

VOL. 1419 PG. 177

VOL. 04-003 PG. H08

VOL. 15638 PG. J17

1116814

1171.69

FDM

SCALE NONE

## EXHIBIT "B"

### 0.025 Acre Easement

Situated in the State of Ohio, County of Franklin, City of Bexley, being part of Lots 8 and 9 of George N. Tusing's Subdivision, as same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, Page 74, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning in the existing property line as established by Court of Common Pleas in Ordinance Book 163, Page 239 at the northeast corner of said Lot 9 (northeast corner of the City of Bexley tract), northwest corner of Capital University Subdivision (Plat Book 10, Page 297, said Recorder's Office) and northwest terminus of a 10 foot private driveway, referred to as Easement "B", as shown on said Capital University Subdivision plat, also being in the south line of Rownd and Knauss' Parkview Subdivision, (Plat Book 4, Page 47, said Recorder's Office);

Thence, along the east line of said Lot 9 (west line of said Easement "B" and Capital University Subdivision) South 04 degrees 12 minutes 00 seconds West, 5.00 feet to a set iron pipe;

Thence, across said Lots 9 and 8, parallel with and 5 feet southerly of the north line of said Lots, North 86 degrees 56 minutes 05 seconds West, 214.59 feet to a set drill hole in the west line of said Lot 8 (west line of said City of Bexley tract) and in the east line of Lot 7 of said Tusing's Subdivision;

Thence, along the west line of said Lot 8, (east line of said Lot 7), North 04 degrees 12 minutes 00 seconds East, 5.00 feet to the northwest corner of said Lot 8, northeast corner of said Lot 7, and in the south line of said Parkview Subdivision;

Thence, along the north line of said Lots 8 and 9, (south line of said Parkview Subdivision), South 86 degrees 56 minutes 05 seconds East, 214.59 feet to the place of beginning CONTAINING 0.025 ACRES (1,073 SQUARE FEET). subject however, to all legal highways, easements, leases and restrictions of record and of records in the respective utility offices.

continued...

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The foregoing description was prepared from an actual field survey made by Myers Surveying Company, Inc. in February 1999. Iron pipes set are 30" x 1" O.D. with orange plastic caps inscribed "P.S. #6579". Basis of bearings is the west line of Capital University Subdivision held as South 4 degrees 12 minutes West, as shown on Plat Book 10, Page 297, Recorder's Office, Franklin County, Ohio.