

ORDINANCE NO. 103 -02

By: John B. Rohyans

An Ordinance to accept easements from Woodsvew at Bexley, LLC, and William Fannin Builders, Inc. for utility purposes.

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

Section 1. That the City hereby accepts an easement from Woodsvew at Bexley, LLC, substantially in the form attached hereto and incorporated herein as Exhibit A.

Section 2. That the City hereby accepts an easement from William Fannin Builders, Inc., substantially in the form attached hereto and incorporated herein as Exhibit B.

Section 3. That this Ordinance shall go into force and effect from and after the earliest period allowed by law.

Passed: 12-17, 2002

Jan Mills
President of Council

Attest: [Signature]
Clerk of Council

Approved: 12/17, 2002

David H. Madison
David H. Madison, Mayor

11-26-02 First reading
12-10-02 Second reading
12-17-02 Third reading Passed



Instr: 200301270026360 01/27/2003
 Pages: 5 F: \$26.00 3:39PM
 Robert G. Montgomery T20030010395
 Franklin County Recorder BXVORYS,SA

EASEMENT

It is hereby agreed that **Woodsvew at Bexley, LLC, hereinafter called "Grantor,"** for good and valuable consideration from the **City of Bexley, hereinafter called "Grantee,"** does grant, sell, and convey unto Grantee, Grantee's heirs, legal representatives, successors, and assigns, an easement upon and across the following described property of the Grantor: Lot 9 of Bexley Drive Subdivision No. 2 of record in Plat Book 14, Page 1, Franklin County Recorder's office. The easement is described more particularly as follows:

SEE EXHIBIT A, attached hereto and made a part hereof.

The easement is for the benefit of the Grantee and shall be deemed to run with the land.

The easement, rights, and privileges herein granted shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing water pipes and related equipment, sewer pipes and related equipment, electrical wires and related equipment, communications wires and related equipment, and other utilities and related equipment, all of which shall be laid underground across Grantor's property to and for the benefit of Grantee. The easement, rights, and privileges shall be perpetual.

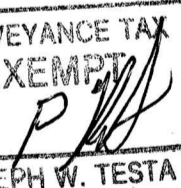
Grantor hereby warrants that Grantor has full power and authority to grant this easement and has a good and indefeasible fee simple title to the above-described easement premises, free and clear of all liens and encumbrances except all easements and other encumbrances of record, and agrees to forever defend the above-described easement and rights unto Grantee, Grantee's heirs, legal representatives, successors, and assigns, against every person or entity lawfully claiming or to claim the easement property or any part of it, except as noted above.

The easement, rights, and privileges are not exclusive to Grantee.

The instrument shall be binding on, and shall inure to the benefit of, the heirs, legal representatives, successors, and assigns of the parties hereto. Wherever the term Grantor or Grantee is used herein, the term shall be deemed to include the heirs, legal representatives, successors, and assigns of that party.

In addition to the easement, rights, and privileges conveyed in this instrument, Grantee shall have the right to use as much of the surface of the property of Grantor as may be reasonably necessary to construct and install within the easement granted hereby the facilities contemplated by this grant. On the completion of the construction and installation, Grantee shall replace and restore all fences, walls, or other structures that have been relocated or removed during the construction period.

Vorgs Box-a grant

CONVEYANCE TAX
 EXEMPT

 JOSEPH W. TESTA
 FRANKLIN COUNTY AUDITOR

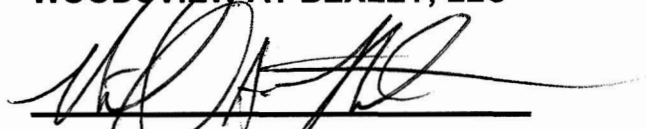
**TRANSFERRED
 NOT NECESSARY**
 JAN 27 2003
 JOSEPH W. TESTA
 AUDITOR
 FRANKLIN COUNTY, OHIO

Grantee shall have the right to cut and trim trees or shrubbery that encroach on the easement area, and Grantee shall dispose of all cuttings and trimmings by loading and hauling away from the easement premises.

Prior Instrument Reference: _____ of the records of the Franklin County Recorder.

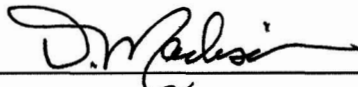

~~September~~ IN WITNESS WHEREOF, this instrument is executed this 18th day of December, 2002.

WOODSVIEW AT BEXLEY, LLC



Michael A. McKinney, President

CITY OF BEXLEY

By: 
Title: 

ACKNOWLEDGMENT

State of Ohio ;
County of Franklin; SS

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Michael A. McKinney, the president of Woodsviw At Bexley, LLC, an Ohio limited liability company on behalf of said limited liability company.


NOTARY PUBLIC

My commission expires:

ANITA S. HUGHES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 26, 2003

State of Ohio ;
County of Franklin; SS

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by David H. Madison, who is the Mayor, of the City of Bexley, Ohio on behalf the City of Bexley, Ohio.


NOTARY PUBLIC

My commission expires:
ANITA S. HUGHES
~~NOTARY PUBLIC, STATE OF OHIO~~
MY COMMISSION EXPIRES JULY 26, 2003

SANITARY SEWER EASEMENT

0.072 ACRES

Situated in the State of Ohio, County of Franklin, City of Bexley, and being part of Lot 10 of Bexley Drive Subdivision No. 2 of record in Plat Book 14, Page 1, Franklin County Recorder's Office, and containing 0.072 acres of land, more or less, and being more particularly described as follows:

Beginning, for reference, at a 3/4 inch iron pipe found at the southeast corner of said Lot 10, also being the northwest corner of Lot 7, the southwest corner of Lot 11, and the northeast corner of Lot 9 of said Bexley Drive Subdivision No. 2;

Thence with the north line of said Lot 9, also being the south line of said Lot 10, South 87°22'44" West, a distance of 290.57 feet to a point, being the Point of Beginning of the herein described 0.072 acre sanitary sewer easement;

Thence continuing with the north line of said Lot 9, also being the south line of said Lot 10, South 87°22'44" West, a distance of 90.55 feet to a point;

Thence with a new line, across and through said Lot 10, the following five (5) courses:

- 1.) North 4°45'39" East, a distance of 7.06 feet to a point;
- 2.) Parallel with the aforesaid south line of said Lot 10, North 87°22'44" East, a distance of 47.17 feet to a point;
- 3.) North 69°02'59" East, a distance of 151.58 feet to a point;
- 4.) South 20°57'01" East, a distance of 20.00 feet to a point;
- 5.) South 69°02'59" West, a distance of 113.47 feet to the point of beginning.

Containing 0.072 acres of land, more or less.

Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The south line of Lot 10 of said Bexley Drive Subdivision No. 2 was assigned an assumed bearing of North 87°22'44" East, and all other bearings calculated from this meridian.

The above description was written by Kevin Beechy, Ohio Professional Surveyor No. 7891 of Geo Graphics, Inc., and is based upon the results of a survey of the premises performed in July, 2002.



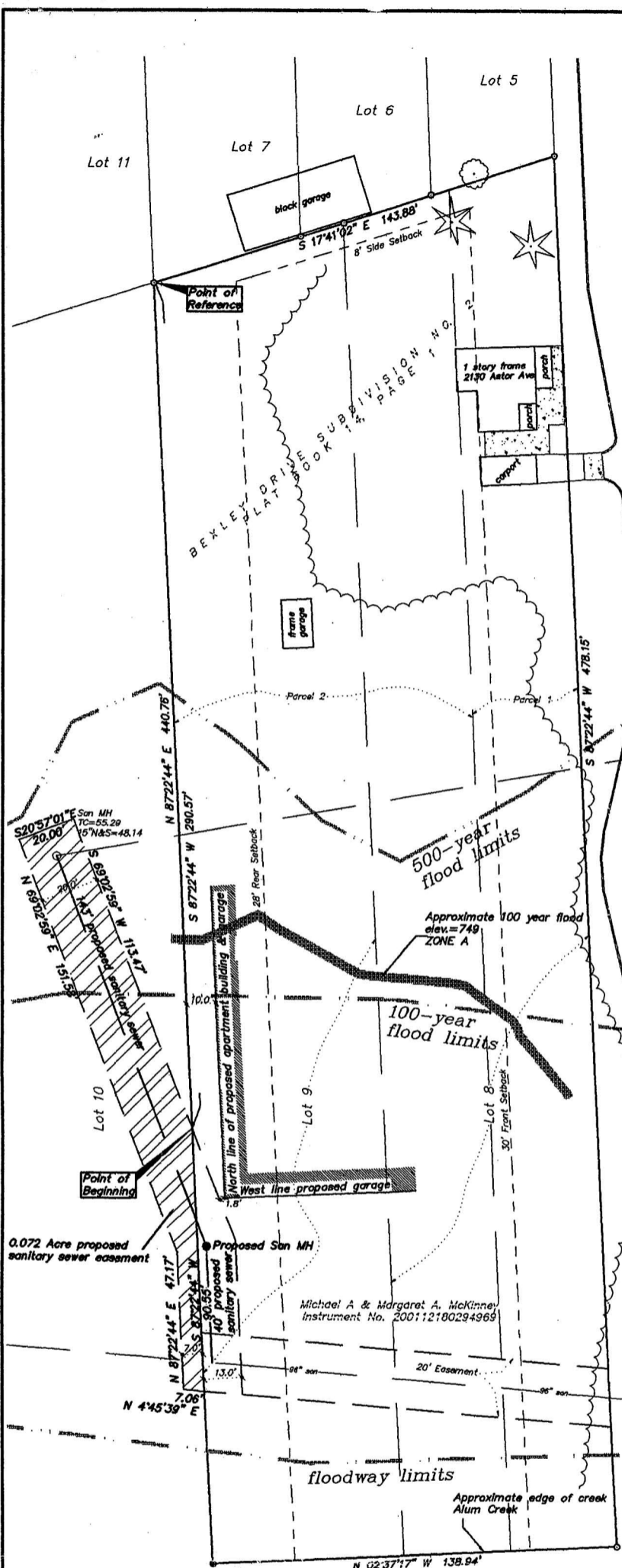
SANITARY SEWER EASEMENT EXHIBIT

SITUATED IN AND BEING PART OF
 LOT 10 BEXLEY DRIVE SUBDIVISION NO. 2
 PLAT BOOK 14, PAGE 1
 CITY OF BEXLEY, FRANKLIN COUNTY, OHIO

SHERIDAN PARK CT. ~ 30'

LEGEND

- ● 3/4" Iron Pipe Fd/Set
- △ ▲ RR Spike Fd/Set
- ⊙ ⊙ PK Nail Fd/Set



San MH
 TC=63.32
 18°E=43.87
 18°W=43.67

San MH
 TC=61.59
 15°N=47.59
 15°S=47.49

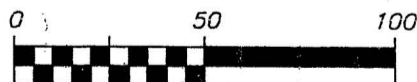
NOTES

BASIS OF BEARINGS: The south line of Lot 10 of Bexley Drive Subdivision No. 2 was assigned an assumed bearing of North 87°22'44" East, and all other bearings calculated from this meridian.

All linear dimensions shown are in feet or decimal parts thereof.

All iron pipes set are 3/4 inch inside diameter by 30 inches in length with an orange plastic cap marked "Geo-Graphics".

REFERENCES: As shown on the drawing.



SCALE 1 INCH = 50 FEET

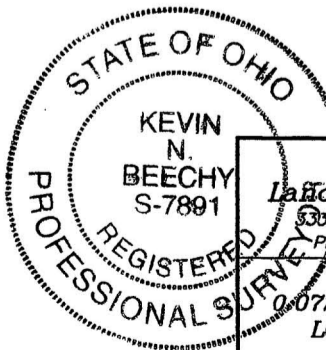


Exhibit prepared by:

Kevin Beechy 8/27/02
 Kevin Beechy Date
 Ohio Professional Surveyor No. 7891

Geo-Graphics Inc.
 Land Surveying & Civil Engineering
 5331 Livingston Avenue Columbus, Ohio 43227
 Phone: 614-231-2016 Fax: 614-231-2018

EXHIBIT FOR
 0.072 ACRE SANITARY SEWER EASEMENT
 LOT 10 BEXLEY DRIVE SUB. NO. 2
 PLAT BOOK 14, PAGE 1
 CITY OF BEXLEY, FRANKLIN COUNTY, OHIO

SCALE 1"=50'	DRAWN KB	CHECKED GWS	DATE 08-27-02	SHEET 1 OF 1
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[[bbeechy]] N: \\2002\02062\2082SAN.DWG - XREFS: - AUG 27, 2002 - 14:06:06 - SCALE = 50.00



Instr: 200301270026361 01/27/2003
 Pages: 4 F: \$22.00 3:39PM
 Robert G. Montgomery T20030010395
 Franklin County Recorder BXV0RYS, SA

EASEMENT

It is hereby agreed that **William Fannin Builders, Inc., hereinafter called "Grantor,"** for good and valuable consideration from **Woodsviw at Bexley, LLC, and the City of Bexley, hereinafter collectively referred to as "Grantee,"** does grant, sell, and convey unto Grantee, Grantee's heirs, legal representatives, successors, and assigns, an easement upon and across the following described property of the Grantor:

SEE EXHIBIT A, attached hereto and made a part hereof.

The easement is for the benefit of the Grantee Woodsviw at Bexley, LLC's adjoining property and Grantee City of Bexley, and shall be deemed to run with the land.

The easement, rights, and privileges herein granted shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing water pipes and related equipment, sewer pipes and related equipment, electrical wires and related equipment, communications wires and related equipment, and other utilities and related equipment, all of which shall be laid underground across Grantor's property described in Exhibit A for access to and for the benefit of Grantee's property. The easement, rights, and privileges shall be perpetual.


Grantor hereby warrants that Grantor has full power and authority to grant this easement and has a good and indefeasible fee simple title to the above-described easement premises, free and clear of all liens and encumbrances except all easements and other encumbrances of record, and agrees to forever defend the above-described easement and rights unto Grantee, Grantee's heirs, legal representatives, successors, and assigns, against every person or entity lawfully claiming or to claim the easement property or any part of it, except as noted above.

The easement, rights, and privileges are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the area covered by this grant.

The instrument shall be binding on, and shall inure to the benefit of, the heirs, legal representatives, successors, and assigns of the parties hereto. Wherever the term Grantor or Grantee is used herein, the term shall be deemed to include the heirs, legal representatives, successors, and assigns of that party.

In addition to the easement, rights, and privileges conveyed in this instrument, Grantee shall have the right to use as much of the surface of the property of Grantor as may be reasonably necessary to construct and install within the easement granted hereby the facilities contemplated by this grant. On the completion of the construction and installation, Grantee shall replace and restore all fences, walls, or other structures that have been relocated or removed during the construction period. Grantee shall pay Grantor reasonable compensation for the fences, walls, or structures that are not replaceable, and for any vegetation and crops that are damaged or destroyed during the construction.

copy - a grant

CONVEYANCE TAX
 EXEMPT

 JOSEPH W. TESTA
 FRANKLIN COUNTY AUDITOR

TRANSFERRED
 NOT NECESSARY
 JAN 27 2003
 JOSEPH W. TESTA
 AUDITOR
 FRANKLIN COUNTY, OHIO

Prior Instrument Reference: _____ of the records of the Franklin County Recorder.

IN WITNESS WHEREOF, this instrument is executed this 19th day of September, 2002.

WILLIAM FANNIN BUILDERS, INC., GRANTOR

By: [Signature]

Title: President

Signed and acknowledged in the presence of:

Elizabeth A. Brock

ACKNOWLEDGMENT

**State of Ohio
County of Franklin**

The foregoing instrument was acknowledged before me this 19th day of September, 2002, by William S. Fannin, who is the President [title of officer], of William Fannin Builders, Inc., an Ohio corporation, on behalf of himself and on behalf of the corporation.

Elizabeth A. Brock

NOTARY PUBLIC

My commission expires: 8-15-07



ELIZABETH A. BROCK
Notary Public, State of Ohio
My Commission Expires 08-15-07

CITY OF BEXLEY

BY: D. Madison

TITLE: Mayor

Signed by David H. Madison this 18th day of December, 2002.

Anita S. Hughes
Notary Public

ANITA S. HUGHES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 26, 2003

SANTARY SEWER EASEMENT

0.021 ACRES

Situated in the State of Ohio, County of Franklin, City of Bexley, and being part of Lot 9 of Bexley Drive Subdivision No. 2 of record in Plat Book 14, Page 1, Franklin County Recorder's Office, and containing 0.021 acres of land, more or less, and being more particularly described as follows:

Beginning, for reference, at a 3/4 inch iron pipe found at the northeast corner of said Lot 9, also being the northwest corner of Lot 7, the southwest corner of Lot 11, and the southeast corner of Lot 10 of said Bexley Drive Subdivision No. 2;

Thence with the north line of said Lot 9, also being the south line of said Lot 10, South 87°22'44" West, a distance of 290.57 feet to a point, being the Point of Beginning of the herein described 0.021 acre sanitary sewer easement;

Thence with a new line, across and through said Lot 9, the following three (3) courses:

- 1.) South 69°02'59" West, a distance of 41.34 feet to a point;
- 2.) Parallel with the aforesaid north line of Lot 9, South 87°22'44" West, a distance of 52.99 feet to a point;
- 3.) North 4°45'39" East, a distance of 13.11 feet to a point in the north line of said Lot 9, also being the south line of said Lot 10;

Thence with the north line of said Lot 9, also being the south line of said Lot 10, North 87°22'44" East, a distance of 90.55 feet to the point of beginning.

Containing 0.021 acres of land, more or less.

Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The north line of Lot 9 of said Bexley Drive Subdivision No. 2 was assigned an assumed bearing of North 87°22'44" East, and all other bearings calculated from this meridian.

The above description was written by Kevin Beechy, Ohio Professional Surveyor No. 7891 of Geo Graphics, Inc., and is based upon the results of a survey of the premises performed in July, 2002.



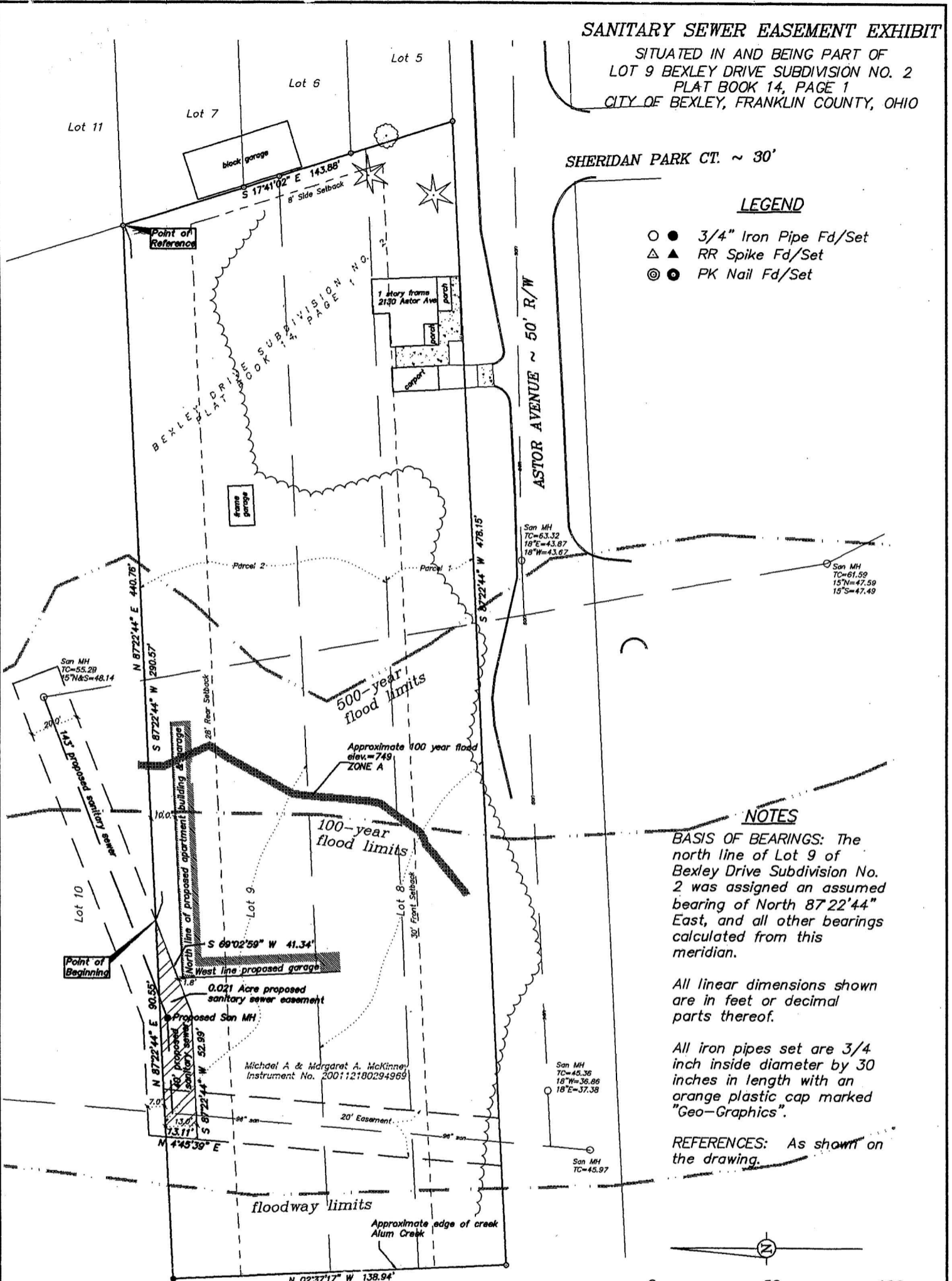
SANITARY SEWER EASEMENT EXHIBIT

SITUATED IN AND BEING PART OF
 LOT 9 BEXLEY DRIVE SUBDIVISION NO. 2
 PLAT BOOK 14, PAGE 1
 CITY OF BEXLEY, FRANKLIN COUNTY, OHIO

SHERIDAN PARK CT. ~ 30'

LEGEND

- ● 3/4" Iron Pipe Fd/Set
- △ ▲ RR Spike Fd/Set
- ⊙ ⊙ PK Nail Fd/Set



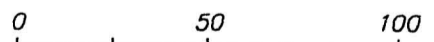
NOTES

BASIS OF BEARINGS: The north line of Lot 9 of Bexley Drive Subdivision No. 2 was assigned an assumed bearing of North 87°22'44" East, and all other bearings calculated from this meridian.

All linear dimensions shown are in feet or decimal parts thereof.

All iron pipes set are 3/4 inch inside diameter by 30 inches in length with an orange plastic cap marked "Geo-Graphics".

REFERENCES: As shown on the drawing.



SCALE 1 INCH = 50 FEET

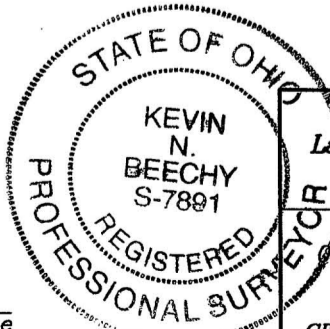


Exhibit prepared by:

Kevin Beechy 8/27/02
 Kevin Beechy Date
 Ohio Professional Surveyor No. 7891

Geo-Graphics Inc.
 Land Surveying & Civil Engineering
 3331 Livingston Avenue Columbus, Ohio 43227
 Phone: 614-231-2016 Fax: 614-231-2018

EXHIBIT FOR
 0.021 ACRE SANITARY SEWER EASEMENT
 LOT 9 BEXLEY DRIVE SUB. NO. 2
 PLAT BOOK 14, PAGE 1
 CITY OF BEXLEY, FRANKLIN COUNTY, OHIO

SCALE 1"=50'	DRAWN KB	CHECKED GWS	DATE 08-27-02	SHEET 1 OF 1
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[[kbeechy]] N:\2002\02062\2062SAN.DWG - XREFS: - AUG 27, 2002 - 14:06:06 - SCALE = 50.00