

ORDINANCE NO. 30-14

By: Mark Masser

**An Ordinance to accept an easement for landscaping purposes from
Bettye J. Beim and Marjorie L. Friedman**

WHEREAS, The City of Bexley and the Bexley Tree and Public Garden Commission desire to place a gateway/entry feature at the northwest corner of Main Street and Gould Road; and

WHEREAS, Said property owners Bettye J. Beim and Marjorie L. Friedman have agreed to place 0.0036 acres of real property in a perpetual and permanent landscape easement for such purposes; and

WHEREAS, The City of Bexley will be responsible for the construction, installation, maintenance, repair, replacement and removal of all hardscapes (excludes signage) and landscaping (includes irrigation) within said area in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bexley, County of Franklin, State of Ohio:

Section 1.

That said easement be accepted as attached herein in Exhibit A

Section 2.

This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

Passed _____, 2014

Richard Sharp, President of Council

Attest: _____, 2014
Clerk of Council

Approved: _____, 2014

Ben Kessler, Mayor

LANDSCAPE EASEMENT

BETTYE J. BEIM, Trustee of the Bettye J. Beim Living Trust Dated February 21, 1996 and MARJORIE L. FRIEDMAN, Trustee of the Marjorie L. Friedman Living Trust Dated February 27, 1974 (the "Grantors" herein), are the owners of certain real property described in Instrument Numbers 31626B02 and 199804030079615 of the deed records of the Recorder's Office of Franklin County, Ohio, being Franklin County Auditor's Parcel Identification Numbers 020-003979-80 and 020-003979-90 and whose street address is 2774-2776 E. Main Street, Bexley, Ohio 43209.

Grantors, for good and valuable consideration, the receipt of which is acknowledged, do hereby grant and convey to The City of Bexley, Ohio, an Ohio municipal corporation, with an office located at 2242 E. Main Street, Bexley, Ohio 43209, (the "Grantee" herein), and to Grantee's successors and assigns, this _____ day of _____, 2014 a perpetual and permanent easement to construct, install, maintain, repair, replace and remove landscaping which includes, but is not limited to, plant materials including trees, shrubs (bushes), grass, flowers and mulch and hardscaping, which includes, but is not limited to, a wall(s), stones, bricks, concrete, signs, underground irrigation systems, lines, wires, cables, conduits, meters, pipes, valves, regulators, drainage systems and related equipment and appurtenances across, under, through and upon the following described premises (the "Easement Area"):

SEE DESCRIPTION AND MAP OF EASEMENT AREA ATTACHED
HERETO AS EXHIBIT "A" WHICH IS MADE A PART HEREOF

As further consideration of this grant of easement, the parties agree as follows:

1. Easement Use and Access. Grantee, its contractors, agents, successors and assigns, shall have the right to enter, occupy and use at any time and without restriction the Easement Area for the purpose of installing, maintaining, repairing and replacing the above-described landscaping and hardscaping and related equipment appurtenances. Grantee, to the extent reasonably possible, shall access or cause to be accessed, the Easement Area from the public right-of-way and make every reasonable effort not to access the Easement Area from any portion of the Grantors' property west of the Easement Area. Grantee shall not block the entrance to the Grantors' adjacent parking lot or building during the construction and maintenance of the Easement Area. Grantee, its contractors, agents, successors and assigns, shall not use Grantors' adjacent parking lot for parking any vehicles or equipment or the placement or storage of any materials or supplies for the construction and installation of the landscaping and hardscaping. In the event that it is necessary for Grantee to obtain reasonable access to the Easement Area over Grantors' adjacent property and parking lot, Grantee, its contractors, agents, successors and assigns, shall be responsible for any damages it causes to the property or vehicles parked thereon and shall restore Grantors' property, including the parking lot and any other improvements thereon, to a condition similar to the condition prior to Grantee's access over and use of Grantors' adjacent property.
2. Other Consistent Uses. The Grantors shall have the right to use the Easement Area for any purpose not inconsistent with the rights granted to Grantee in this Easement.
3. Termination. Grantee, its successors and assigns, shall have the right to terminate this Landscape Easement effective within 30 days upon written notice to Grantors, or any future owner of the real property encompassing the Easement Area.

4. Binding Effect: This instrument, and the covenants, easement, and agreements contained in this instrument shall run with the land and inure to the benefit of and be binding and obligatory on the heirs, executors, administrators, successors and assigns of the respective parties.

Prior Instrument Reference: Instrument Numbers 31626B02 and 199804030079615 of the deed records of the Recorder's Office of Franklin County, Ohio,

Auditor's Parcel Number: Franklin County Auditor's Parcel Identification Numbers 020-003979-80 and 020-003979-90

The undersigned Grantors, BETTYE J. BEIM, Trustee of the Bettye J. Beim Living Trust Dated February 21, 1996 and MARJORIE L. FRIEDMAN, Trustee of the Marjorie L. Friedman Living Trust Dated February 27, 1974, voluntarily execute this Landscape Easement which is effective on the date first written above.

BETTYE J. BEIM, Trustee of the Bettye J. Beim
Living Trust Dated February 21, 1996
By: Barry Monday, Attorney in Fact for
Bettye J. Beim, Trustee

STATE OF _____)
COUNTY OF _____) SS:

BE IT REMEMBERED, on this ____ day of _____, 2014, before me personally came, Barry Monday, attorney-in-fact for BETTYE J. BEIM, Trustee of the Bettye J. Beim Living Trust Dated February 21, 1996, Grantor of the easement herein, and acknowledged the signing thereof to be his voluntary act and deed as attorney-in-fact for Bettye J. Beim in her capacity as Trustee of the Bettye J. Beim Living Trust Dated February 21, 1996.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this day and year aforesaid.

Notary Public

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES CONTINUE ON NEXT PAGE]

MARJORIE L. FRIEDMAN, Trustee of the
Marjorie L. Friedman Living Trust Dated
February 27, 1974
By: Terry F. Janis, attorney in fact for Marjorie
L. Friedman, Trustee

STATE OF _____)
COUNTY OF _____) SS:

BE IT REMEMBERED, on this _____ day of _____, 2014, before me personally came, TERRY F. JANIS, attorney in fact for Marjorie L. Friedman, Trustee of the Marjorie L. Friedman Living Trust Dated February 27, 1974, Grantor of the easement herein, on behalf of Marjorie L. Friedman, Trustee, and acknowledged the signing thereof to be his/her voluntary act and deed as attorney-in-fact on behalf of Marjorie L. Friedman, Trustee of the Marjorie L. Friedman, Living Trust Dated February 27, 1974.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this day and year aforesaid.

Notary Public

GRANTEE'S ACCEPTANCE

This Landscape Easement was authorized and accepted by the Council of the City of Bexley by Ordinance No. _____.

ATTEST:

Date: _____

Auditor and Clerk of Council

This Instrument prepared by:
Catherine A. Cunningham, Esq.
Nicholas C. Cavalaris, Esq.
Kegler Brown Hill + Ritter
65 East State Street, Suite 1800
Columbus OH 43215
(614) 462-4600

**PERMANENT EASEMENT
0.0036 ACRE (158 S.F.)**

Situated in the State of Ohio, County of Franklin, City of Bexley, being part of Lot No. 16 of Wm. J. Paul's Addition to the Village of Bexley as is numbered and delineated on the recorded plat thereof, of record in Plat Book 10, Page 363 conveyed to Marjorie L. Friedman, Trustee of the Marjorie L. Friedman Living Trust dated 02-27-74 as described in Instrument Number 199804030079615 (1/3 Interest) and Bettye J. Beim, Trustee of the Bettye J. Beim Living Trust dated February 21, 1996 as described in Official Record Volume 31626 B02 (1/3 Interest) and in Instrument Number 199711200148736 (1/3 Interest), all references being those of record in the Franklin County, Ohio Recorder's Office and being more particularly described as follows:

Beginning at the southeast corner of the said Lot No. 16 and being the intersection of the northerly right-of-way line of E. Main Street (80') and the westerly right-of-way line of S. Gould Road (50');

Thence westerly, with the south line of said Lot No. 16 and the northerly right-of-way line of E. Main Street, North 87° 47' 55" West, 6.00 feet;

Thence northerly, crossing said Lot No. 16, North 04° 02' 27" East, 26.40 feet;

Thence easterly, continuing across said Lot No. 16, South 85° 57' 33" East, 6.00 feet to the east line of said Lot No. 16 and said westerly right-of-way line of S. Gould Road;


Thence southerly, with the east line of said Lot No. 16 and the westerly right-of-way line of S. Gould Road, South 04° 02' 27" West, 26.20 feet to the **TRUE POINT OF BEGINNING**, containing 0.0036 acres (158 S.F.) more or less.

Subject to all legal rights-of-way and/or easements, if any of previous record.

Bearings are based on English Ground Coordinates converted from the Ohio State Plane Coordinate System, South Zone, NAD83 (86 Adj.) Control for bearings come from Franklin County Survey Control Network Monuments "Frank44" to "Yearling", having a bearing of North 23 degrees 38 minutes 38 seconds East.

This description was prepared by Matthew E. Ferris, Registered Surveyor No. 8230, of E.P. Ferris & Associates, Inc. on May 7, 2014.




Matthew E. Ferris, P.E., P.S.
Registered Surveyor No. 8230

05.07.14
Date

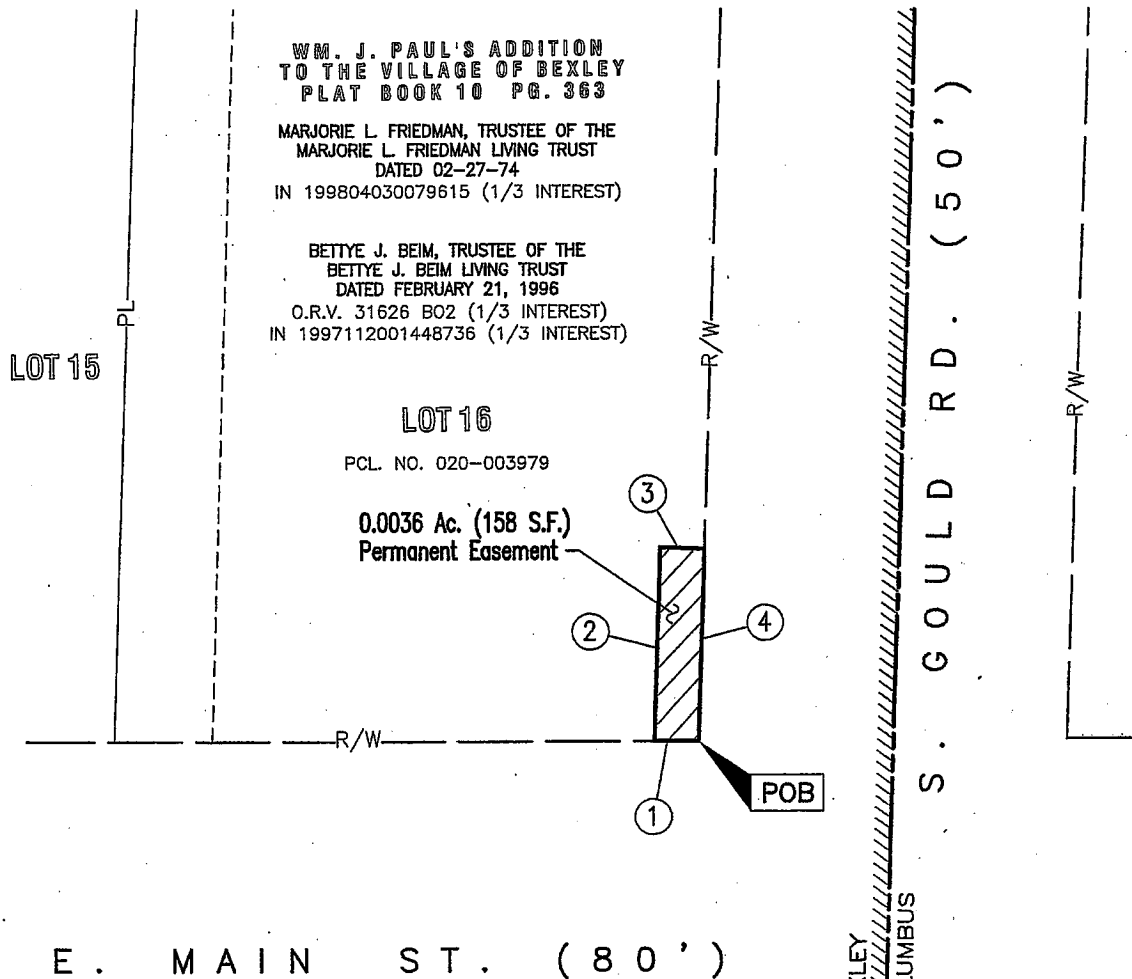
E. P. FERRIS & ASSOCIATES, INC.

Consulting Civil Engineers and Surveyors
880 King Avenue, Columbus Ohio, 43212

(PH) 614-299-2999
(FX) 614-299-2992

EXHIBIT "A"

Situated in the State of Ohio, County of Franklin, City of Bexley, being part of Lot No.
16 of Wm. J. Paul's Addition to the Village of Bexley, Plat Book 10, Page 363



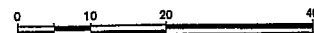
LINE TABLE		
LINE	BEARING	LENGTH
1	N87°47'55"W	6.00'
2	N04°02'27"E	26.40'
3	S85°57'33"E	6.00'
4	S04°02'27"W	26.20'

LEGEND

- PL Property Line
R/W Right-of-Way
O Iron Pin Found (IPF)
POB Point of Beginning
Prop. 0.0036 Ac.
Permanent Easement

BASIS OF BEARINGS

Bearings are based on English Ground Coordinates
converted from the Ohio State Plane Coordinate System,
South Zone, NAD83 (86 Adj.) Control for bearings
come from Franklin County Survey Control Network
Monuments "Frank44" to "Yearling", having a bearing of
North 23 degrees 38 minutes 38 seconds East.



Scale: 1" = 20'

BY:

Matthew E. Ferris, P.E., P.S.
Registered Surveyor No. 8230

05-07-14

Date

DRWN BY CDM CHK BY MEF DATE 05-05-14

1037.12