

ORDINANCE NO. 20-010

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR GENERAL UTILITY PURPOSES FROM THE MOUNTAIN AGENCY, LLC.

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept an easement for general utility purposes for future water and sanitary sewer services to properties located along US 33;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:


Section 1. That the Mayor be and hereby is, authorized to accept on behalf of the City of Canal Winchester an easement for general utility purposes, as more fully described in the Easement for General Utility Purposes attached hereto as Exhibit A and incorporated herein by reference

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED 4/6/2020


PRESIDENT OF COUNCIL

ATTEST 


MAYOR

APPROVED AS TO FORM:


LEGAL COUNSEL

4-7-2020

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.



Clerk of Council

Exhibit A

EASEMENT FOR GENERAL UTILITY PURPOSES

THE MOUNTAIN AGENCY, LLC, an Ohio limited liability company (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by the CITY OF CANAL WINCHESTER, an Ohio municipal corporation (hereinafter "Grantee"), receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, GRANT AND CONVEY to the CITY OF CANAL WINCHESTER, its successors and assigns forever, the right and easement to construct, install, operate, repair, replace, relocate, inspect and maintain utility lines, together with all appurtenances incidental thereto, including but not limited to hydrants and manholes (the "Utility Purposes"), and the right of ingress and egress at all reasonable times for the purposes aforesaid, on, over, through, under and across the property of the Grantor (the "Easement Area"), as described with more particularity in the legal description and accompanying survey plat attached hereto as Exhibits A and A-1 and incorporated herein by reference.

To have and to hold said easements and rights-of-way, with all of the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The easement granted hereby includes the right to trim and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and maintenance of said line, within the limits of the easement.

The Grantee, its successors and assigns, shall have the right of ingress and egress from the site occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. The Grantor shall have the right to use the easement for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted. Specifically, Grantor shall have the right to install paving, lighting, landscaping, drainage, and other improvements within the Easement Area provided that such installations and activities related thereto do not adversely affect or impair Grantee's use of, or rights of ingress and egress at all reasonable times to, the Easement Area for the General Utility Purposes.

The consideration herein mentioned includes total compensation for grant of the easements and rights-of-way and for all damage caused by construction, installation, operation, repair,

replacement, relocation, inspection and maintenance within the easement, provided however, that the Grantee, its successors and assigns, shall restore all property, including fences, except buildings or other structures, within the Easement Area, to its original condition insofar as practicable, after entering upon said premises for any of the purposes herein set forth, including construction, repair, maintenance, replacement, relocation, operation, inspection and maintenance of all facilities and improvements of the Grantee, its successors and assigns, located within such Easement Area and rights-of-way; provided, however, that Grantee shall have no obligation to restore paving, lighting, landscaping, drainage, or other improvements installed in the Easement Area by Grantor subsequent to this grant of easement.


Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

The term "Grantor" shall include singular and plural, masculine and feminine, individuals, corporations, partnerships and associations, and the heirs, assigns, administrators, executors and successors of all of them.

Grantee, for itself, its successors, and assigns, acknowledges that this Easement for General Utility Purposes is subject to the channel change easement held by the State of Ohio and of record in the Office of the Franklin County Recorder, D.B. 2370, Page 183, and the easement for channel change purposes held by the State of Ohio and of record in the Office of the Franklin County Recorder, D.B. 2390, Page 592.

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this 24th day of January, 2020.

THE MOUNTAIN AGENCY, LLC

By: 
Its: Vice-President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a Notary Public, personally appeared Scott Bristow, an authorized representative of THE MOUNTAIN AGENCY, LLC, who acknowledged the signing of the foregoing instrument to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 24th day of January, 2020.


Notary Public

This instrument prepared by:
Thaddeus M. Boggs, Esq.
Frost Brown Todd LLC
10 W. Broad Street, Ste. 2300, Columbus, Ohio 43215
Columbus, Ohio 43215

BRIAN E. McNAIR, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 Q. R. C.

January 13, 2020

**DESCRIPTION OF A UTILITY EASEMENT
ALONG U.S. RTE. 33 AND EAST OF RAGER ROAD,
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in the southwest quarter of Section 24, Township 11 North, Range 21 West, Congress Lands and being an easement, for utility purposes, through a portion of a 41.990 acre tract of land conveyed to The Mountain Agency, LLC, by deed of record in Instrument No. 201110030124958, said easement bounded and described as follows:

Beginning at a point in a west line of said 14.990 acre tract and in an east line of a 110.244 acre tract of land conveyed to _____, by deed of record in Instrument No.

_____, said point being N 04° 29' 47" E a distance of 42.11 feet from the most southwesterly corner of said 41.990 acre tract and from the southeast corner of said 110.244 acre tract;

thence N 04° 29' 47" E along a portion of a west line of said 41.990 acre tract and along a portion of an east line of said 110.244 acre tract a distance of 32.78 feet to a point;

thence crossing a portion of said 41.990 acre tract the following twelve (12) courses:

1. S 61° 44' 05" E a distance of 769.96 feet to a point;
2. S 38° 45' 01" E a distance of 108.33 feet to a point;
3. S 61° 37' 17" E a distance of 482.39 feet to a point;
4. N 89° 12' 26" E a distance of 160.85 feet to a point;
5. S 63° 19' 04" E a distance of 176.21 feet to a point;
6. S 81° 31' 29" E a distance of 52.15 feet to a point;
7. S 03° 41' 04" W a distance of 26.32 feet to a point in the southerly right-of-way line of U.S. Rte. 33 ~ Southeastern Expressway (FRA-33-(26.21-30.13));
8. N 79° 07' 31" W and along the southerly right-of-way line of U.S. Rte. 33 ~ Southeastern Expressway a distance of 366.86 feet to a point of curvature;
9. and with a curve to the right, data of which is: radius = 12,152.67 feet, and delta = 01° 25' 25", arc length = 301.98 feet, a chord distance of 301.97 feet bearing N 61° 57' 44" W to the point of tangency;
10. N 61° 15' 01" W and along the southerly right-of-way line of U.S. Rte. 33 ~ Southeastern Expressway a distance of 205.29 feet to a point;
11. N 38° 45' 01" W a distance of 116.91 feet to a point;
12. N 61° 44' 05" W a distance of 750.65 feet to the place of beginning;

containing 1.402 acres of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and fifty (50) feet northerly of the entire northerly lines of said above described permanent easement;

containing 2.008 acres of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of Bird + Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House research, in December, 2019. Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.



Kevin L. Baxter ~ Ohio Surveyor #7697

01/13/2020



**EXHIBIT OF A UTILITY EASEMENT
 EAST OF RAGER ROAD, NORTH OF U.S. RTE. 33
 CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**
 (SECTION 24, T. 11 N., R. 21 W., CONGRESS LANDS)

DAMON A. PFEIFER &
 MARK A. PFEIFER
 ORIG. 39.323 AC.
 INSTR. NO. 201811300162078
 P.N. 010-260326

DAMON A. PFEIFER &
 MARK A. PFEIFER
 35.358 AC.
 INSTR. NO. 201811300162079
 P.N. 010-224901

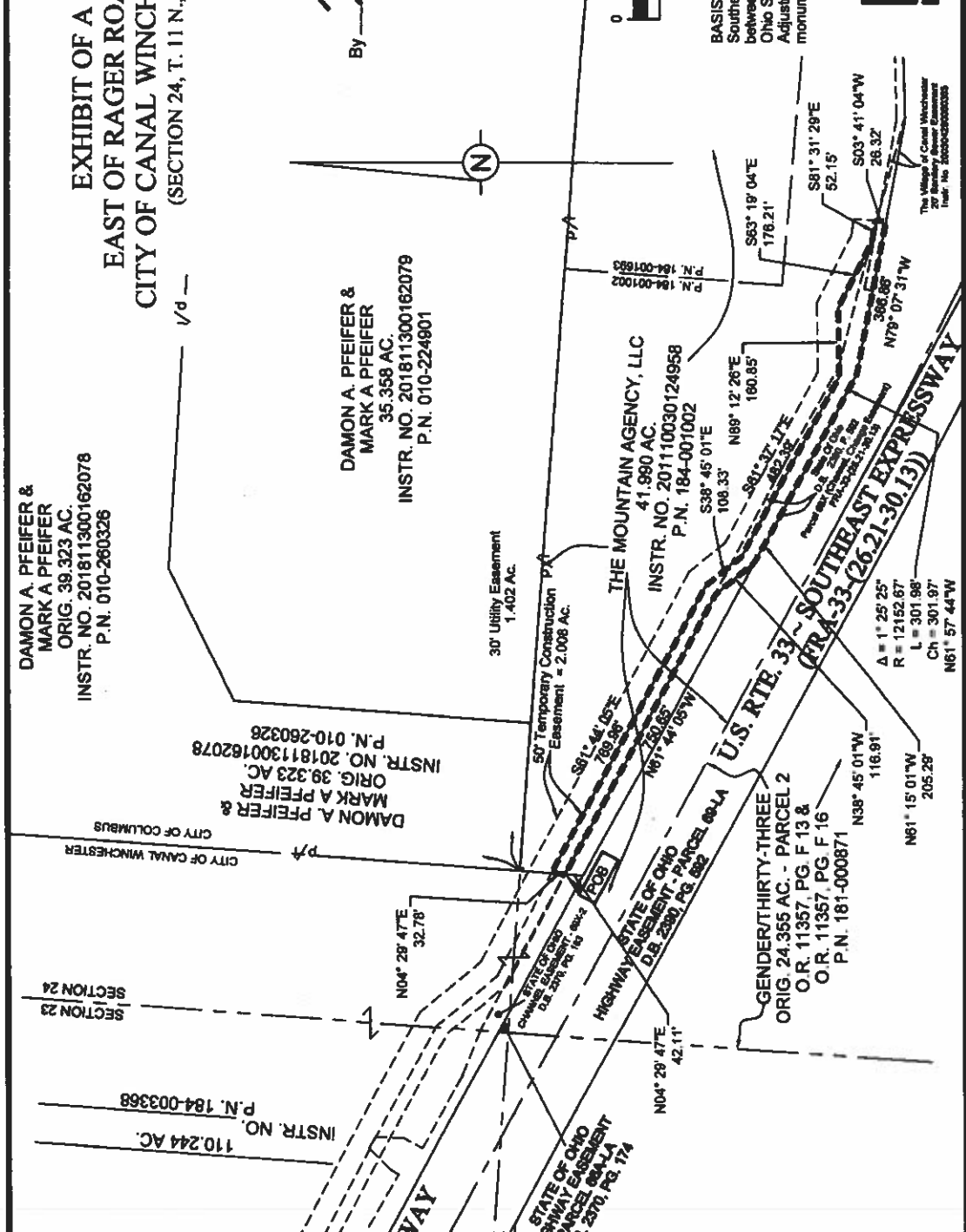
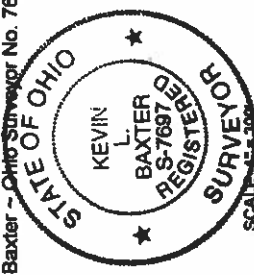
THE MOUNTAIN AGENCY, LLC
 41.990 AC.
 INSTR. NO. 201110030124958
 P.N. 184-001002

GENDER/THIRTY-THREE
 ORIG. 24.355 AC. - PARCEL 2
 O.R. 11357, PG. F.13 &
 O.R. 11357, PG. F.16
 P.N. 181-000871

INSTR. NO. 110 244 AC.
 P.N. 184-003368

By *Kevin L. Baxter*
 Kevin L. Baxter - Ohio Surveyor No. 7697

JANUARY 13, 2020



BASIS OF BEARINGS: The Centerline of U.S. Rte. 33 - Southeast Express (FRA-33-(26.21-30.13)), being N 81° 15' 01" W between Franklin County Engineer's Monuments 10-693 & 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments



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