

RESOLUTION NO. 21-017

A RESOLUTION TO AUTHORIZE THE MAYOR TO ACCEPT A DEED OF EASEMENT FOR FUTURE UTILITY CONSTRUCTION FROM CW PARTNERS, LLC.

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept a deed of easement for future utility construction to properties along Winchester Boulevard;

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 a 0.206 acre deed of easement for future utility construction, as more fully described in the Deed of Easement attached hereto as Exhibit A and incorporated herein by reference

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

DATE PASSED 11-1-2021


PRESIDENT OF COUNCIL

ATTEST 
CLERK OF COUNCIL



MAYOR

DATE APPROVED 11-2-21

APPROVED AS TO FORM:


LEGAL COUNSEL

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

DEED OF EASEMENT

CW PARTNERS, LLC, an Ohio limited liability company (hereinafter “Grantor”), with an address of Two Miranova Place, Suite 910, Columbus, Ohio 43215, who owns the property described in (“Grantor’s Property”) the deeds recorded at Instrument Numbers 202106300114786 in the Franklin County, Ohio, Recorder’s Office, (“Grantor’s Property”), 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 Grantee, its successors and assigns forever, a permanent easement on, over, through, under, and across Grantor’s Property to construct, install, operate, repair, replace, relocate, inspect and maintain sanitary sewer lines, and tributary connections and appurtenant work in any part in the location set forth on Exhibit A (the “Sewer Line Easement Area”). In addition, Grantor grants and conveys to grantee the right of ingress and egress at all reasonable times for the purposes aforesaid, on, over, through, under and across the Grantor’s Property to the Sewer Line Easement Area.

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 Sewer Line Easement Area.

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 Areas for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.

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 Sewer Line 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 Sewer Line 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 Sewer Line 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.

(SIGNATURE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this _____ day of _____, 2021.

CW PARTNERS, LLC

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____, SS:

This is an acknowledgment certificate. No oath or affirmation was administered to the signer with regard to the notarial act.

Before me, a Notary Public, personally appeared _____, an authorized representative of CW Partners, 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 _____ day of _____, 2021.

Notary Public

This instrument prepared by: James S. Gray, Esq., Frost Brown Todd LLC, 10 W. Broad Street, Ste. 2300, Columbus, Ohio 43215

Exhibit A

DESCRIPTION
DRAINAGE EASEMENT
CW PARTNERS

Situated Section 25, Township 11, Range 21, Buckingham's Survey of the Congress Lands, City of Canal Winchester, County of Franklin, State of Ohio and lying in that CW Partners, LLC, 10.770 acre parcel, as recorded in Instrument Number 202106300114786, all references are the Records of the Franklin County Recorder's Office, said parcel being further described as follows:

Commencing at the northeast corner of said CW Partners, LLC, 10.770 acre parcel, said point also being the **True Point of Beginning** for the easement herein described;

Thence, South 04° 15' 42" West, 15.00 feet, along the east line of said CW Partners, LLC, 10.770 acre parcel, to a point;

Thence, North 85° 44' 18" West, 597.56 feet, across said CW Partners, LLC, 10.770 acre parcel, to a point;

Thence, North 04° 15' 42" East, 15.00 feet, across of said CW Partners, LLC, 10.770 acre parcel, to a point on the north line thereof;

Thence, South 85° 44' 18" East, 597.56 feet, along the north line of said CW Partners, LLC, 10.770 acre parcel, to the **True Point of Beginning**.

Containing 0.206 acres, more or less, subject to all legal highways, all limitations of public access to highways, leases, zoning regulations, easements of record and restrictive covenants.

Bearings described are based on State Plane Grid, South Zone NAD83(1986) and referenced to Monuments CW1006 & CW1010. The bearing of South 85° 44' 18" East, assigned to the common line of Sections 24 & 25 is designated as the basis of bearing for this survey.

Part of PN 184-003570-00

This Description is based on a survey made by Todd D. Willis in January, 2021, Reg. Surveyor No. 7996. Phone No. 740-739-4030, Willis Engineering & Surveying.

Todd D. Willis
2-20-2021

