

ORDINANCE NO. 21-012

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT A DEED OF EASEMENT FOR FUTURE UTILITY CONSTRUCTION FROM NP CANAL WINCHESTER, LLC.

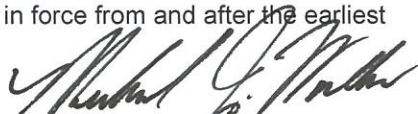
WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept a deed of easement for future utility construction to properties along Bixby Road;

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 0.751 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 ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED 4-19-21


  
PRESIDENT OF COUNCIL

ATTEST   
CLERK OF COUNCIL

  
MAYOR

DATE APPROVED 4-21-21

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**

NP CANAL WINCHESTER, LLC, a Delaware limited liability company (hereinafter "Grantor"), with an address of 4825 NW 41<sup>st</sup> Street, Ste. 500, Riverside, Missouri, 64150, who owns the property described in ("Grantor's Property") the deeds recorded at Instrument Numbers 202008170120505 and 202010020149925 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"). Grantor also grants and conveys to Grantee temporary construction easements as shown on Exhibit A. 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 3<sup>rd</sup> day of March, 2021.

NP CANAL WINCHESTER, LLC

By: NPD Management, LLC, its Managing Manager

By: [Signature]

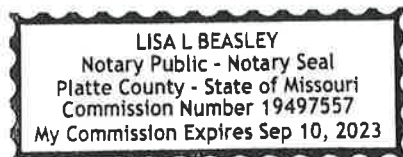
Print Name: Nathaniel Hagedorn

Title: Manager

STATE OF Missouri  
COUNTY OF Platte, SS:

Before me, a Notary Public, personally appeared Nathaniel Hagedorn, an authorized representative of NP Canal Winchester, 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 3<sup>rd</sup> day of March, 2021.

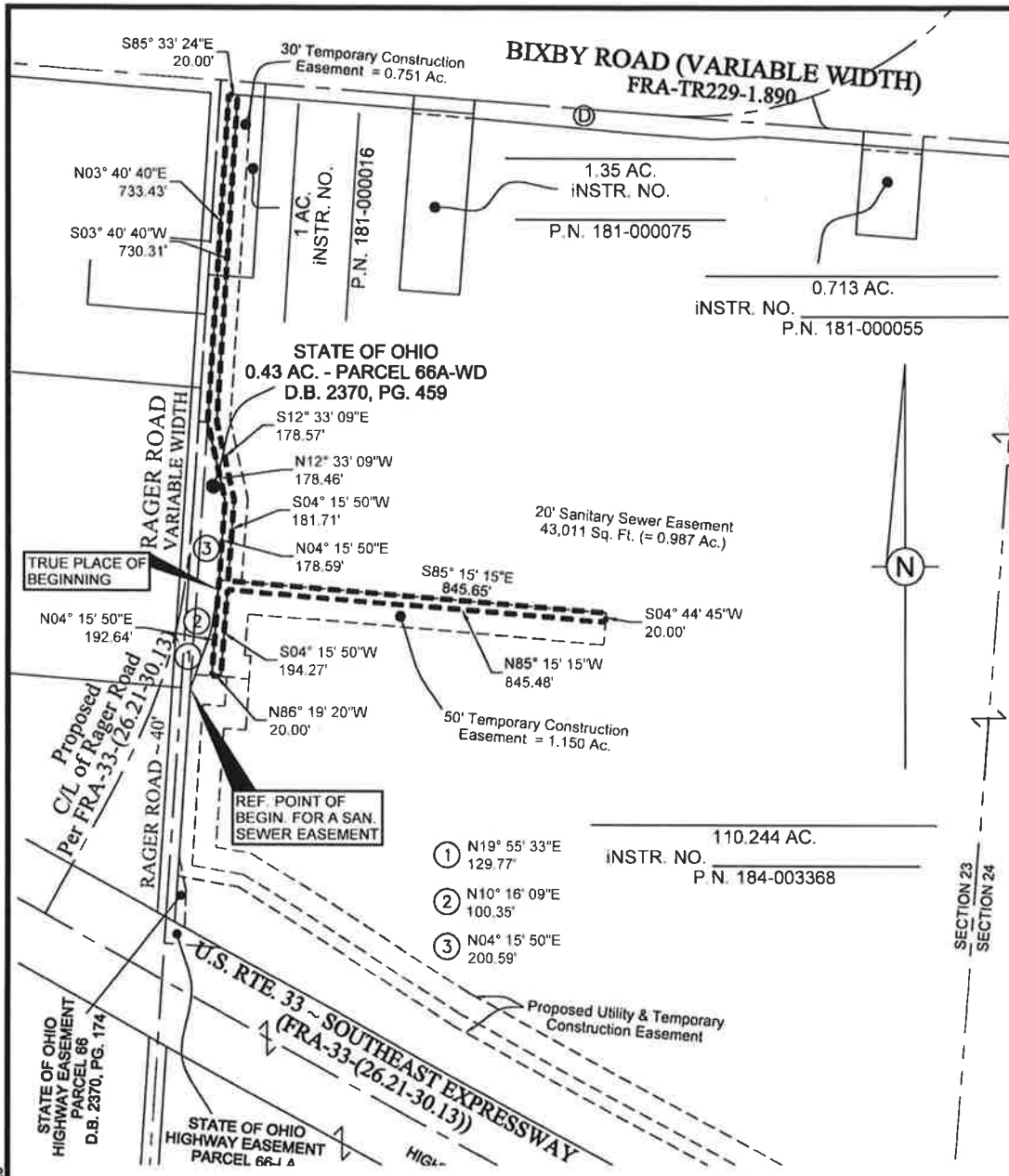


[Signature]

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



H:\Jobs\2018\105\CADD\Survey\Exhibit\18-105 Easements.dwg 02/14/2020

BASIS OF BEARINGS: The Centerline of U.S. Rte. 33 ~ Southeast Express (FRA-33-(26.21-30.13)), being N 61° 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

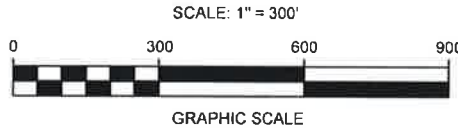


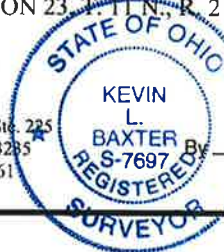
EXHIBIT OF A SANITARY SEWER EASEMENT  
 EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33  
 CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO  
 (SECTION 23, T. 11 N., R. 21 W., CONGRESS LANDS)

SCALE: 1" = 300'

FEBRUARY 14, 2020



3500 Snuffer Road, Ste. 225  
 Columbus, Ohio 43285  
 Ph: (614) 761-1661



*Kevin L. Baxter*  
 Kevin L. Baxter ~ Ohio Surveyor No. 7697

February 14, 2020

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

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being an easement twenty (20) feet in width, for sanitary sewer purposes, through a portion of a 110.244 acre tract of land conveyed to \_\_\_\_\_, by deed of record in Instrument No. \_\_\_\_\_, and through a portion of a 1 acre tract of land conveyed to \_\_\_\_\_, by deed of record in Instrument No. \_\_\_\_\_, said easement bounded and described as follows:

Beginning, for reference, at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 129.77 feet to a point;

thence N 10° 16' 09" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 100.35 feet to a point at the true place of beginning of the easement herein intended to described;

thence N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 200.59 feet to a point;

thence N 12° 33' 09" W along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 178.46 feet to a point at the northeast corner of said 0.43 acre tract;

thence N 03° 40' 40" E along a west line of said 110.244 acre tract, along the east right-of-way line of Rager Road and along the west line of said 1 acre tract a distance of 733.43 feet to a point at the intersection of the east right-of-way line of Rager Road with the south right-of-way line of Bixby Road (variable width);

thence S 85° 33' 24" E along the south right-of-way line of Bixby Road a distance of 20.00 feet to a point;

thence S 03° 40' 40" W crossing said 1 acre tract and crossing a portion of said 110.244 acre tract a distance of 730.31 feet to a point;

thence S 12° 33' 09" E crossing a portion of said 110.244 acre tract a distance of 178.57 feet to a point;

thence S 04° 15' 50" W crossing a portion of said 110.244 acre tract a distance of 181.71 feet to a point;

thence S 85° 15' 15" E crossing a portion of said 110.244 acre tract a distance of 845.65 feet to a point;

thence S 04° 44' 45" W crossing a portion of said 110.244 acre tract a distance of 20.00 feet to a point;

thence N 85° 15' 15" W crossing a portion of said 110.244 acre tract a distance of 845.48 feet to a point;

thence S 04° 15' 50" W crossing a portion of said 110.244 acre tract a distance of 194.27 feet to a point;

thence N 86° 19' 20" W crossing a portion of said 110.244 acre tract a distance of 20.00 feet to a point;

thence N 04° 15' 50" E crossing a portion of said 110.244 acre tract a distance of 214.65 feet to the true place of beginning;

containing 43,011 square feet (= 0.987 acre) of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and fifty (50) feet southerly of the entire south line of said above described permanent easement and along, adjacent to and fifty (50) feet easterly of the entire east line (the leg south of the east/west leg) of said above described permanent easement;

containing 1.150 acres of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and thirty (30) feet easterly of the entire west line (the leg north of the east/west leg) of said above described permanent easement;

containing 0.751 acres of land, more or less.

February 14, 2020

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*

*2/14/2020*

Kevin L. Baxter ~ Ohio Surveyor #7697

