

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the City of Powell (FKA. the Village of Powell), hereinafter called GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by DEL-CO WATER COMPANY, INC., hereinafter called GRANTEE, the receipt and sufficiency of which GRANTOR acknowledges, does grant, bargain, sell and convey to said GRANTEE, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual, with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, relocate, and remove waterlines, as well as branch waterlines and service lines from a waterline to the road right-of-way, and valves, fittings, meters, hydrants and other accessories over and across the following lands owned by the GRANTORS in the State of Ohio, County of Delaware, Township of Liberty, City of Powell, and more particularly described as follows, to wit:

<u>Parcel Number</u>	<u>Legal</u>	<u>Acreage</u>
319-426-01-005-000	19-3-4 a part of Farm Lot 33	17.564

which property is located on both sides of Adventure Park Drive, and the mailing address of which property is 245 & 260 Adventure Park Drive, Powell, Ohio, together with the right of ingress and egress over the GRANTOR’S adjacent lands, for the purpose of which the above-mentioned rights are granted.

The permanent easement hereby granted is limited to the widths as indicated in Exhibit “A” and shall be centered on and parallel with the centerline of the water lines as finally laid and constructed across the lands of the within GRANTORS, said lines to be constructed as near as possible to the center of the easement as shown in Exhibit “A”.

The GRANTEE shall pay any damages which may arise to crops, as well as repair any damages to fences, drainage or field tile, driveways, or other structures from the laying, maintaining, operating, repairing, replacing, and final removal of said water lines and shall grade, seed, and mulch any ground area disturbed by GRANTEE. Said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the GRANTOR, one to be appointed by the GRANTEE, and the third appointed by the two appointed as aforesaid, and their word shall be final and conclusive.

If at any time, any governmental authority having control over public streets, highways or rights-of-way requires GRANTEE, or its successors and assigns, to relocate any or all of the facilities which are located along a public street, highway or right-of-way, then GRANTOR, or its successors or assigns, will cooperate reasonably with GRANTEE, and its successors and assigns, to relocate the affected facilities, whether in the public road right-of-way or within the limits of this Easement, along, adjacent, and contiguous to public streets, highways or rights-of-way as they now exist or may hereafter exist. GRANTOR, its successors and assigns, further agree that upon such relocation the area of this Easement shall be deemed modified and relocated to the area of the affected facilities, as relocated.

The permanent easement granted herein shall be non-exclusive and allow other easements to overlap the easement provided herein for the benefit of the GRANTOR; provided, however, the permanent easement granted herein restricts placing sanitary or storm sewer lines within ten feet (10’) horizontal separation and two feet (2’) vertical separation zones and other buried utilities within a distance of five feet (5’) horizontal separation and two feet (2’) vertical separation from the centerline of waterlines as finally laid and constructed.

This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land. This agreement shall be binding on GRANTOR and GRANTOR'S successors and assigns. This agreement shall inure to the benefit of GRANTEE, and its successors and assigns. The undersigned covenants that GRANTOR is the owner of the above-described lands, that said lands are free and clear of all encumbrances, except mortgages, leases, easements, and restrictions of record, and that the undersigned has authority to act on GRANTOR'S behalf.

IN WITNESS WHEREOF, the said _____ have hereunto set their hands this ____ day of _____, 20____.

City of Powell

BY: _____

Printed

Title

STATE OF _____,
COUNTY OF _____,

The foregoing Right of Way Easement was acknowledged before me this _____ day of _____, 20____, by _____ of the City of Powell, on behalf of the city.

Notary Public
Commission Expires _____

Prepared by:
Del-Co Water Co., Inc.
6658 Olentangy River Road
Delaware, Ohio 43015

LEGAL DESCRIPTION
0.0143 ACRE
UTILITY EASEMENT

Situated in the State of Ohio, County of Delaware, Township of Liberty, City of Powell, and being in Section 4, Township 3, Range 19, Farm Lot 33, United States Military Lands, being part of a 17.564 acre tract conveyed to the Village of Powell in Deed Book 523, Page 788, all being of record in the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

COMMENCING from an iron pin set capped "E.P. FERRIS SURVEYOR 8342", being on the intersection of the westerly right-of-way line of Morris Court (50') and the southerly line of said 17.564 acre tract, also being the northerly line of a 9.5 acre tract conveyed to Virginia L. Perry, Harold Perry, and Cheryl Keenan in Deed Book 1050, Page 882;

Thence continuing along the southerly line of said 17.564 acre tract and the northerly line of said 9.5 acre tract, North 87°18'41" West, 178.16 feet to a point, said point being the **TRUE POINT OF BEGINNING**:

Thence along the southerly line of said 17.564 acre tract and the northerly line of said 9.5 acre tract, North 87°18'41" West, 20.00 feet to a point;

Thence across said 17.564 tract the following three (3) courses:

North 02°41'19" East, 30.83 feet to a point;

South 88°35'03" East, 20.00 feet to a point;

South 02°41'19" West, 31.27 feet to a point, said point being the **POINT OF TRUE BEGINNING**, containing 0.0143 acres (621 S.F.), more or less.

Subject however to all legal easements, restrictions and rights of way of record and of records in the respective utility offices.

Iron Pins set are 5/8" rebar, with a yellow plastic cap with "EP FERRIS SURVEYOR 8342".

Bearings referenced herein are based on the southerly line of said 17.564 acre tract as being North 87°18'41" West as determined by GPS observations utilizing Ohio Department of Transportation's Virtual Reference Station, based on Ohio State Plane North Zone (NAD 83, 2011 adjustment).

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342, of E.P. Ferris and Associates, Inc. on May 29, 2019.



Matthew Lee Sloat 6/3/19

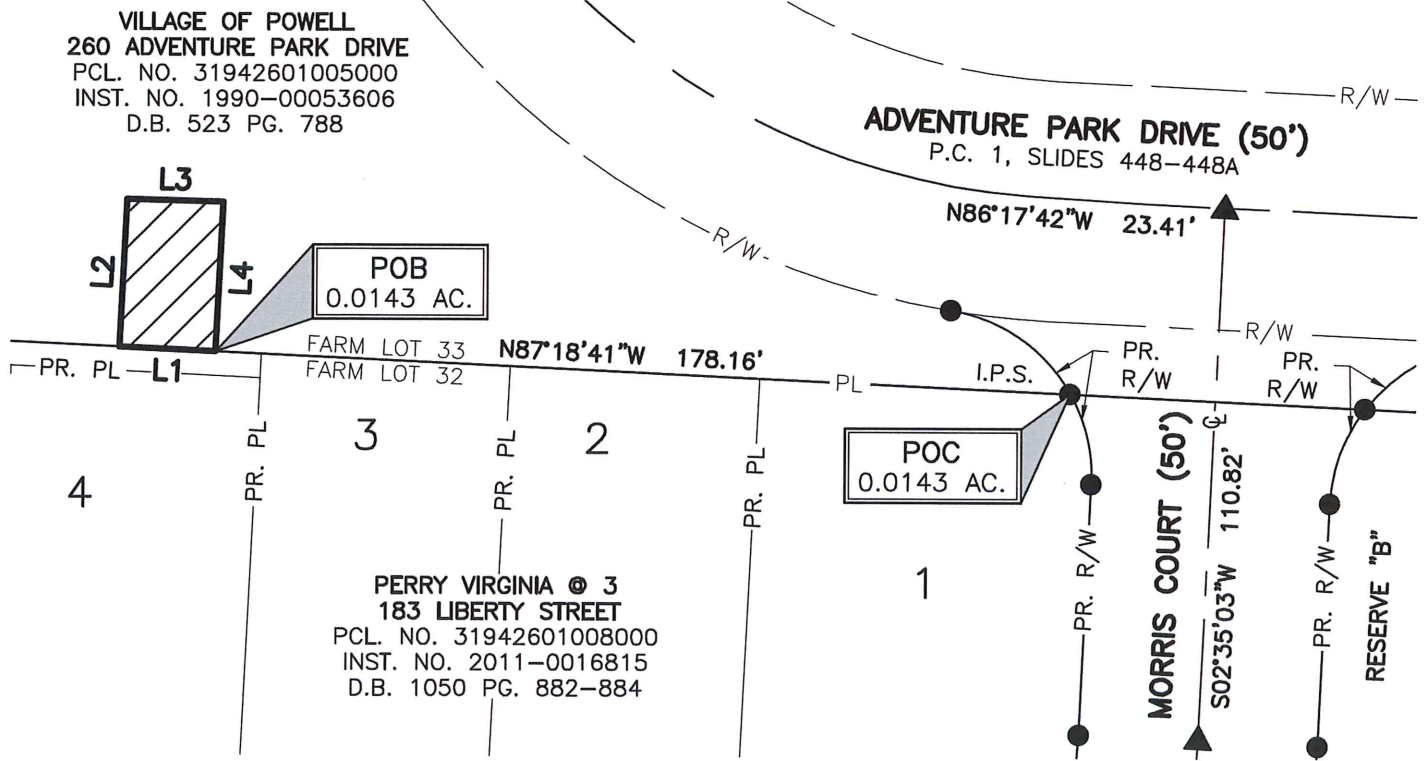
Matthew Lee Sloat, PS 8342

Date

LEGEND

- PL Property Line
- R/W Right-of-Way
- POC Point of Commencement
- POB True Point of Beginning
- Mag Spike set (If denoted) or Iron Pin Set (I.P.S.)
- Iron Pin Found (I.P.F.)
- Proposed Easement Area

0.0143 ACRE UTILITY EASEMENT
STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF LIBERTY,
CITY OF POWELL, AND BEING IN SECTION 4, TOWNSHIP 3, RANGE 19,
FARM LOT 33, UNITED STATES MILITARY LANDS



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	N87°18'41"W
L2	30.83'	N02°41'19"E
L3	20.00'	S88°35'03"E
L4	31.27'	S02°41'19"W

All set Iron pins set are 5/8" rebar, 30" in length with a yellow plastic cap with "EP FERRIS SURVEYOR 8342" inscribed on top.
Field survey was conducted from 04-12-16 to 02-25-19.

We hereby certify that the foregoing Boundary Survey was prepared from actual field measurements in accordance with Chapter 4733-37 Ohio Administrative

E. P. FERRIS
AND
ASSOCIATES
INC.
Consulting Civil Engineers and Surveyors

CONTACT:
880 KING AVENUE
COLUMBUS, OHIO 43212
(614) 299-2999
(614) 299-2992 (Fax)
www.EPFERRIS.com



BY: *Matthew Lee Sloat* 6/3/19
MATTHEW L. SLOAT, P.E., P.S.
Registered Surveyor No. 8342

BASIS OF BEARINGS:
BEARINGS REFERENCED HEREIN ARE BASED ON THE SOUTHERLY LINE OF THE 17.564 ACRE PERRY TRACT AS BEING NORTH 87°18'41" WEST AS DETERMINED BY GPS OBSERVATIONS UTILIZING OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATION, BASED ON OHIO STATE PLANE NORTH ZONE (NAD 83, 2011 ADJUSTMENT)

0.0143 ACRE UTILITY EASEMENT MORRIS STATION CITY OF POWELL, OHIO	JOB NO.	215.003
	DRAWN BY:	EKO
	CHECKED BY:	MLS
	APPROVED BY:	MLS
DATE:		5-29-2019