

ORDINANCE NO. 37-2017

Accepting a Permanent Easement for Warning
Signage at 587 Fox Lane, Worthington, Ohio 43085.

WHEREAS, the low head dam containing City of Worthington Sanitary Sewer lines crosses the Olentangy River posing danger to recreational river users; and,

WHEREAS, in order to install and maintain warning signage it is necessary to obtain from certain property owners permanent easements; and,

WHEREAS, John and Steffanie Haueisen have agreed to grant easements upon their property located at 587 Fox Lane, Worthington, Ohio, 43085.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. In connection with the installation and maintenance of warning signage, the City hereby accepts a permanent easement from John and Steffanie Haueisen as more specifically described and shown on Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The City Manager is authorized and directed to execute and deliver any and all documents that may be necessary to evidence the authority granted in furtherance of the acceptance of this easement.

SECTION 3. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington Ohio.

Passed October 2, 2017

/s/ Bonnie D. Michael
President of Council

Attest:

/s/ D. Kay Thress
Clerk of Council

Introduced September 18, 2017
P.H. October 2, 2017
Effective October 25, 2017

DEED OF EASEMENT
(Warning Sign)

STEFFANIE W. HAUEISEN AND JOHN L. HAUEISEN, husband and wife (collectively "Grantor") with a mailing address of 587 Fox Lane, Worthington, Ohio 43085, for good and valuable consideration paid by the City of Worthington, Ohio, an Ohio municipal corporation ("Grantee"), receipt of which is hereby acknowledged, hereby grants to Grantee, its successors and assigns forever, a perpetual easement in, on, through, over and across the following described "Easement Area", which is situated on the Grantor's real property described in the attached Exhibit "A", which is hereby incorporated herein by reference (the "Grantor's Property"), for the purpose of installing, improving, repairing, maintaining, removing or replacing from time to time a warning sign related to the nearby river dam and related appurtenances thereto (the "Sign").

The "Easement Area" shall be a strip of Grantor's Property across the entire Western boundary of Grantor's Property, with such strip being five (5) feet above (east of) the high water line of the Olentangy River as it abuts Grantor's Property (as determined by Grantee) and within approximately 20 feet of south property line of Grantor's Property.

This Easement shall include reasonable rights of ingress and egress over other adjacent portions of the Grantor's Property, as reasonably necessary for access in connection with the use and enjoyment of the rights granted under this Easement.

Grantor claims title to Grantor's Real Property by deed recorded in Instrument Number 200301170017839 of the records of the Recorder of the County of Franklin, State of Ohio.

Grantor and Grantee understand and hereby agree that all terms and conditions contained herein shall be effective and binding upon the parties and their respective successors and assigns.

Grantor hereby releases and discharges Grantee, City of Worthington, Ohio, from further claims for just compensation pursuant to Ohio Constitution, Article I, Section 19, resulting from this easement grant or the installation and maintenance of the Sign. However, this release and discharge does not absolve Grantee, its employees, agents, representatives or contractors from liability for damages adjudged to have been caused by the culpable negligence of Grantee, its employees, agents, representatives or contractors during the installation and maintenance of the Sign. Notwithstanding the foregoing, Grantee does not waive any governmental immunity or defenses which it may have, and the foregoing shall not be construed in any manner which results in the waiver or denial of any such governmental immunity or defenses.

Grantee, as soon as is practicable after all entries made pursuant to the rights granted herein, shall cause the restoration of the Easement Area by returning the Easement Area to its former grade and restoring the surface area to its former condition as nearly as is reasonably practicable, but subject to all other terms and conditions contained herein.

The Easement rights granted herein are "exclusive" as to Grantee's rights hereunder, except as to Grantor (as set forth herein) and any previously granted rights of record. Grantor shall continue to have the full use and enjoyment of, and the obligation to maintain, the surface of the Easement Area, subject to and in conjunction with the Easement created hereunder, and provided that Grantor shall not take any actions within the Easement Area which would interfere with the rights created hereunder to use and enjoy the Easement and the Sign. Specifically, Grantor shall not cause or allow to be constructed any permanent building, structure, facility or improvement which in any way impairs the use or interferes with the installation, improvement, maintenance, repair, removal, or replacement of the Sign or access thereto. If Grantor makes any permanent or temporary improvements in or upon the subject exclusive Easement Area, save those exceptions above, Grantor shall assume the risk of such improvements being damaged or destroyed by Grantee's subsequent entries made for the purposes granted herein, and Grantee, its employees, agents representatives and contractors, shall not be liable for any damage or destruction of such Grantor's improvements during the good faith exercise of Grantee's rights herein.

Grantor hereby covenants with Grantee that Grantor has good title to Grantor's Property and has the full right and power to grant this Deed of Easement.

TO HAVE AND TO HOLD the Easement Area and the Easement rights unto Grantee, City of Worthington, Ohio, its successors and assigns forever, for the uses and purposes hereinbefore described.

IN WITNESS WHEREOF, Grantor has caused this Deed of Easement to be executed and subscribed this 30 day of August, 2017.

GRANTOR:

Steffanie W. Hauelsen
STEFFANIE W. HAUEISEN

John L. Hauelsen
JOHN L. HAUEISEN

STATE OF OHIO,

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 30 day of August, 2017 by Steffanie W. Hauelsen and John L. Hauelsen, husband and wife.

Sandy H. Chilek
Notary Public

Commission Expiration: 4-11-2018



SANDY H. CHILEK
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 4/11/2018

This instrument prepared by:

Steven P. Elliott, Esq.
Baker & Hostetler, LLP
200 Civic Center Drive, Suite 1200
Columbus, Ohio 43215
(614) 462-2672

EXHIBIT A

Description of Grantor's Property

Situated in the State of Ohio, County of Franklin and in the City of Worthington and bounded and described as follows:

Being 40.17 feet off the south side of Lot No. 2 and 28.67 feet off the north side of Lot No. 3 of FORREST R. DETRICK SUBDIVISION, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 17, page 301, Recorder's Office, Franklin County, Ohio.

PARCEL NUMBER: 100-758 and 100-777

PROPERTY ADDRESS: 587 Fox Lane, Worthington, Ohio 43085