

ORDINANCE 2004-39
Passed June 1, 2004

AN ORDINANCE GRANTING AN EASEMENT FOR WATER SERVICE TO DEL-CO WATER CO., INC. AFFECTING A PORTION OF CITY PROPERTY KNOWN AS "LIBRARY PARK" WITHIN THE MUNICIPALITY OF POWELL AND DECLARING AN EMERGENCY.

WHEREAS, the Del-Co Water Co., Inc. requested a permanent easement from the Municipality of Powell affecting a certain portion of Library Park located within the Municipality, and

WHEREAS, Council having determined that execution of the foregoing easement is in the best interest of the Municipality of Powell, and

WHEREAS, That it is hereby declared that an emergency exists requiring immediate passage of the ordinance, that emergency consisting of the grantee's necessity to commence work as relates to the park improvements.

NOW THEREFORE BE IT ORDAINED BY THE MUNICIPALITY OF POWELL, DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1: That the City Manager is herewith authorized to execute a permanent easement for water service in favor of Del-Co Water Co., Inc. which is attached hereto and incorporated herein by reference.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council and that all deliberations of the Council and any of the decision making bodies of the Municipality of Powell which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the Municipality of Powell, Delaware County, Ohio.

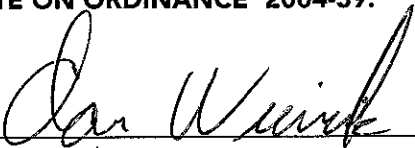
Section 3: That this Ordinance shall take effect immediately upon its adoption.

VOTE ON RULE SUSPENSION:

Y 7 N 0

VOTE ON ORDINANCE 2004-39:

Y 7 N 0



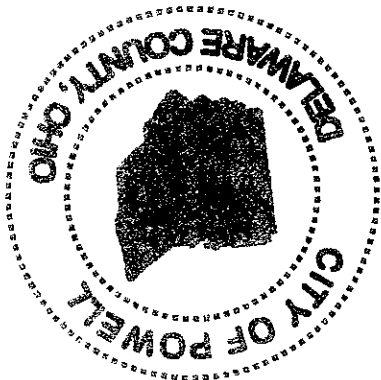
Dan Wiencek
Mayor

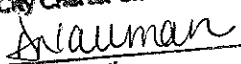
6/1/04
Date



Dawn Nauman
Clerk of Council

6/2/04
Date



This legislation has been posted in accordance with
the City Charter on this date 6/2/04.


Clerk of Council

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that The City of Powell, hereinafter called GRANTORS, in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by DELCO WATER COMPANY, INC., hereinafter called GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey to said GRANTEE, its successors and assigns, an easement, which is perpetual with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water lines, valves, fittings, meters, and accessories over and across the following lands owned by the GRANTORS in the State of Ohio, County of Delaware, City of Powell, and more particularly described as follows, to wit:

Parcel Number 319-431-07-019-000 Legal R19, T3, Sect 4, Farm Lots 26 & 27 Acreage 10.00

Deed Book #505, Page #627

which property is located in on the East side of South Liberty Street & South of Bennett Parkway, and mailing address of which property is 460 South Liberty Street, Powell Ohio, together with the right of ingress and egress over the GRANTORS' adjacent lands, 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 water 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 to 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 GRANTORS, 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.

The permanent easement provided herein shall be non-exclusive and allow other easements to overlap the easement provided herein for the benefit of the GRANTOR. The permanent easement provided herein shall restrict the placement of other buried utilities to a minimum distance of five (5) feet from the centerline of water lines as finally laid and constructed.

This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land for the benefit of the GRANTEE, its heirs, successors, and assigns. The below-signed covenants that they are the owners of the above-described lands, or have authority to act on the owner's behalf, and said lands are free and clear of all encumbrances, except mortgages, leases, easements, and restrictions of record.

IN WITNESS WHEREOF, the said GRANTORS who hereby release their respective right and expectancy of dower in said premises, have hereunto set their hands this 20th day of 2004.

City of Powell

BY: _____

Printed _____

Title _____

STATE OF _____

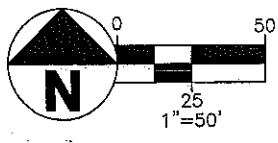
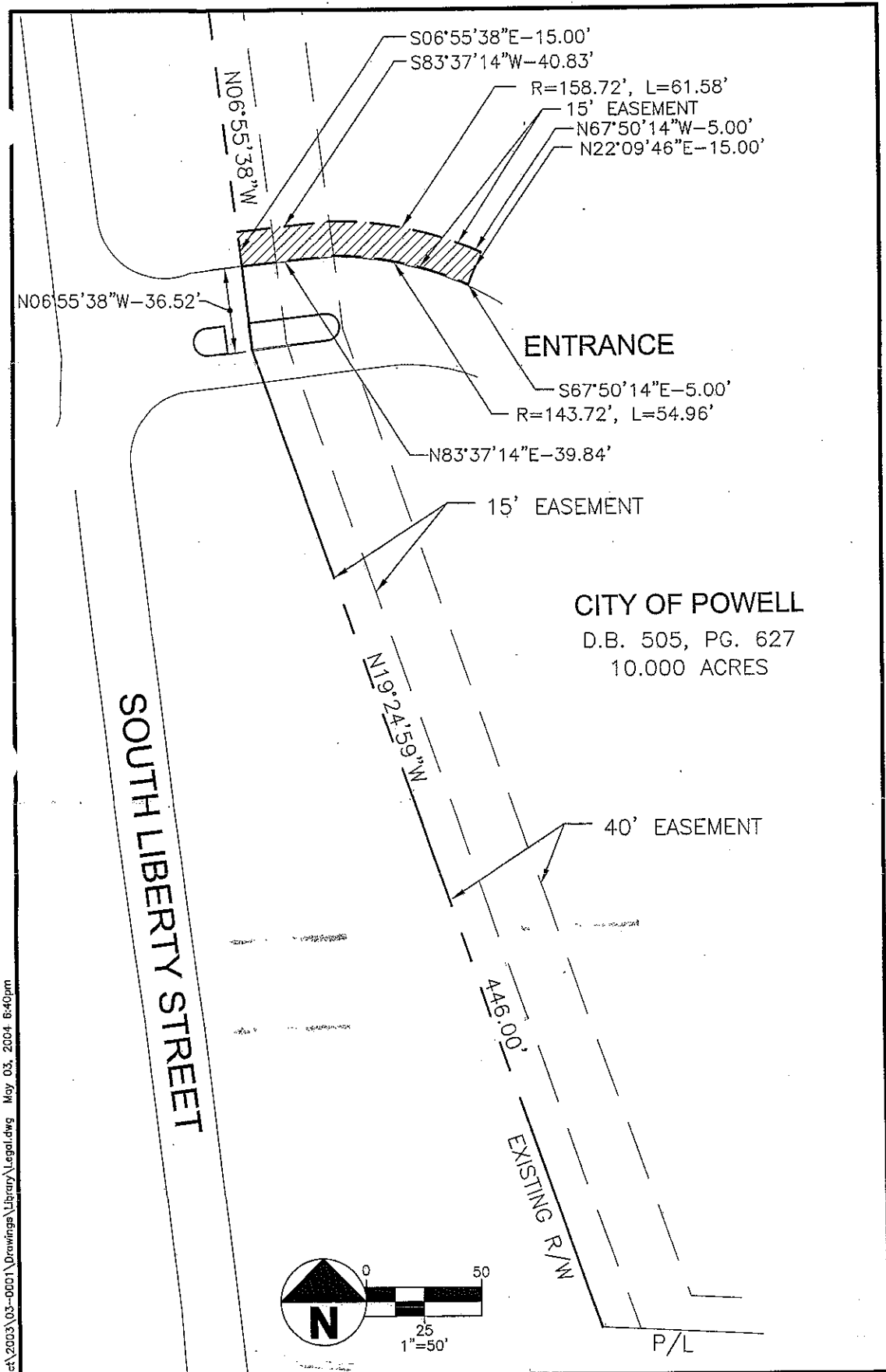
COUNTY OF _____

On this _____ day of _____, 2004, before me, a Notary Public in and for said county, personally came _____, the grantors in the foregoing easement, who acknowledge that the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last aforesaid.

Notary Public _____

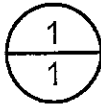
Prepared by: Delco Water Co., Inc. 3 Olentangy River Road Delaware, Ohio 43015



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 cw design group


cw design group
 Consulting Engineers & Surveyors
 614.846.9279 cwdg@cwdg.net
 972 Linkfield Drive Worthington, Ohio 43085
 www.cwdg.net

EASEMENT EXHIBIT

03-0001

 APRIL 2, 2004