

ORDINANCE NO. 132 - 05By: Helen MacMurray

                     An Ordinance to release an easement of ingress and egress to a 2.94 acre tract of land owned by the City and located in the City of Columbus and surrounded by property owned by The Columbus Jewish Federation and The Jewish Community Senior Citizens Housing Corp., to authorize the Mayor and Auditor to execute said release of easement, to accept a new easement of ingress and egress over an existing roadway from The Jewish Community Senior Citizens Housing Corp. and to declare an emergency. *L The Columbus Jewish Federation and*

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the City release the existing easement of ingress and egress granted to it by The Columbus Jewish Federation and The Jewish Community Senior Citizens Housing Corp. and that the Mayor and Auditor are hereby authorized and directed to execute and deliver a release of easement substantially in the form attached to this Ordinance as Exhibit A.

Section 2. That the City accept an easement of ingress and egress from The Columbus Jewish Federation and The Jewish Community Senior Citizens Housing Corp. substantially in the form attached to this Ordinance as Exhibit B.

Section 3. That this Ordinance is a measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the necessity of assuring continued and uninterrupted ingress and egress to the subject tract of land, and shall be in full force and effective upon passage and approval by the Mayor

Passed: 12-13, 2005

*John B. Pety*  
President of Council

Attest: *Donna J. Malone*  
Clerk of Council

*11-22-05 First Reading  
12-13-05 Second Reading  
3 Reading Rule Susp. Passed.*

Approved: 12/13, 2005

*David H. Madison*  
David H. Madison, Mayor

Exhibit A

## RELEASE OF EASEMENT

Know all men by these presents that The City of Bexley, Ohio, whose address is 2242 E. Main St., Bexley, Ohio 43209, for and in consideration of one dollar(\$1.00), and for other good and valuable consideration paid, the receipt of which is hereby acknowledged, does hereby remise, convey, release, quit-claim and surrender unto the Columbus Jewish Federation, whose address is 1175 College Ave., Columbus, Ohio 43209, its successors and assigns, and/or the Jewish Community Senior Citizens Housing Corp., whose address is 1151 College Ave., Columbus, Ohio 43209, its successors and assigns, all the right, title, interest, claim or demand, whatsoever The City of Bexley may have acquired in and to a forty foot(40') easement for ingress and egress as described on Exhibit A attached hereto.

In Witness Whereof, The City of Bexley has caused this Release to be executed this 13 day of December, 2005.


The City of Bexley

By 

State of Ohio  
County of Franklin, ss:

BE IT REMEMBERED, that on this 13<sup>th</sup> day of Dec., 2005 before me, the subscriber, a NOTARY PUBLIC in and for said State, personally came David H. Madison, Mayor of the City of Bexley and acknowledged the signing thereof to be his voluntary act and deed, for the uses and purposes therein set forth and the voluntary act and deed of the City of Bexley.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

  
Notary Public

GLEENDA ARLENE BARLOW  
Notary Public, State Of Ohio  
My Commission Expires 8/06

# Myers Surveying Company, Inc.

2740 East Main Street, Columbus 43209 (Bexley), Ohio  
614-235-8677 FAX: 614-235-4559

Plot Prepared for:

Columbus Jewish Federation

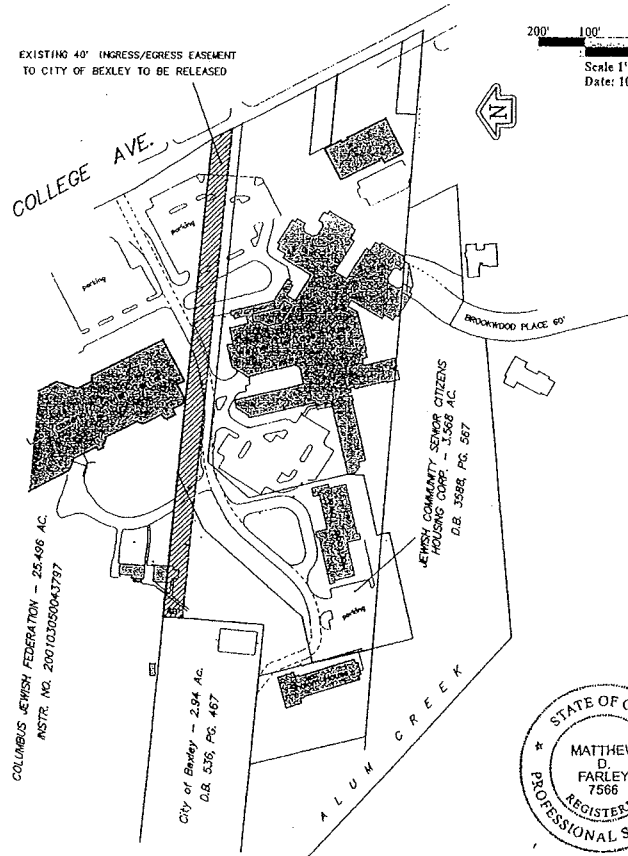
Legal Description: Situated in The State of Ohio, County of Franklin, City of Columbus Being Part of a 3.568 acre tract owned by the Jewish Community Senior Citizens Housing Corp., and part of a tract owned by the Columbus Jewish Federation.

Applicant:

Posted Address: College Avenue, Columbus, Ohio

EXISTING 40' INGRESS/EGRESS EASEMENT  
TO CITY OF BEXLEY TO BE RELEASED

200' 100' 0' 200'  
Scale 1" = 200'  
Date: 10/12/2005



Myers Surveying Co., Inc.

By Matthew D. Farley  
Professional Surveyor

PLAT OF INGRESS/EGRESS EASEMENT TO BE RELEASED.

Myers Order No. - 1-09/30/2005

200509303

Rec.	Field	OWC	Lit.	Chk.
	NE	NE	NE	NE

EASEMENT

Exhibit B

This EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between The Columbus Jewish Federation and the Jewish Community Senior Citizens Housing Corp., Grantors, and The City of Bexley, its successors, assigns, tenants, sublessees, customers, guests and agents, hereinafter referred as Grantee.

WHEREAS, Grantors are the fee simple owners of the existing driveway located in the City of Columbus, Franklin County, Ohio which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (Grantors' Property);

WHEREAS, Grantee is the fee simple owner of that tract of land located in the City of Columbus, Franklin County, Ohio, which is more particularly described as approximately 2.94 acres and being Parcel No. 010-087540, D.B. 536, pg 467 ("Grantee's Property"); and

WHEREAS, Grantors desire to grant an easement to Grantee in connection with Grantee's use of Grantors' Property for ingress and egress;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby agree as follows:

1. a. Grantors hereby grant, bargain, and convey to Grantee an non-exclusive easement in, upon, and over the premises shown on Exhibit "A" attached hereto and incorporated herein by reference (the "Easement") for the purpose of ingress to and egress from Grantee's Property, together with all necessary and reasonable appurtenances thereto, to have and hold such easement, rights and right-of-way and their appurtenances unto the said Grantee, its successors, assigns, tenants, sublessees, customers, guests and agents.

b. The Easement granted herein shall include the right of uninterrupted access, ingress and egress of the Grantee, its successors, assigns, tenants, sublessees, customers, guests and agents in, upon, over and under Grantors' Property for the use, operation, maintenance and repair of the improvements located or to be located on the Easement Premises, together with all necessary and reasonable appurtenances thereto.

2. Grantors do for themselves, their successors and assigns, covenant with Grantee, its successors and assigns, that they are well seized of the Easement Premises and the remainder of Grantors' Property and have good right to bargain and grant in the same manner and form as above written, and Grantors will warrant and defend the Easement Premises and the remainder of Grantors' Property unto the Grantee, its successors and assigns, against all lawful claims and demands of all persons whomsoever.

3. The terms "Grantor" and "Grantee" as used herein shall be deemed to mean their respective heirs, successors and assigns, and this Agreement shall inure to the benefit of and be binding upon Grantor, Grantee and their respective heirs, successors and assigns.

4. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Ohio.

5. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement shall not be modified or altered in any respect except by a writing executed and delivered by all parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective the date and year written above.

WITNESSES:

The Columbus Jewish Federation

By: \_\_\_\_\_

WITNESSES:

The Jewish Community Senior Citizens Housing Corp

By: \_\_\_\_\_

STATE OF OHIO

COUNTY OF FRANKLIN

BEFORE ME, a notary public in and for said county and state, personally appeared \_\_\_\_\_ of The Columbus Jewish Federation who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed and the free and voluntary act of The Columbus Jewish Federation

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

STATE OF OHIO

COUNTY OF FRANKLIN

BEFORE ME, a notary public in and for said county and state, personally appeared \_\_\_\_\_ of The Jewish Community Senior Citizens Housing Corp who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed and the voluntary act of The Jewish Community Senior Citizens Housing Corp..

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2005..

\_\_\_\_\_  
Notary Public

This instrument was prepared by and return to: David A. Dachner, Attorney at Law, 2369 E. main Street, Columbus, Ohio 43209

# Myers Surveying Company, Inc.

2740 East Main Street, Columbus 43209 (Bexley), Ohio  
614-235-8677 FAX: 614-235-4559

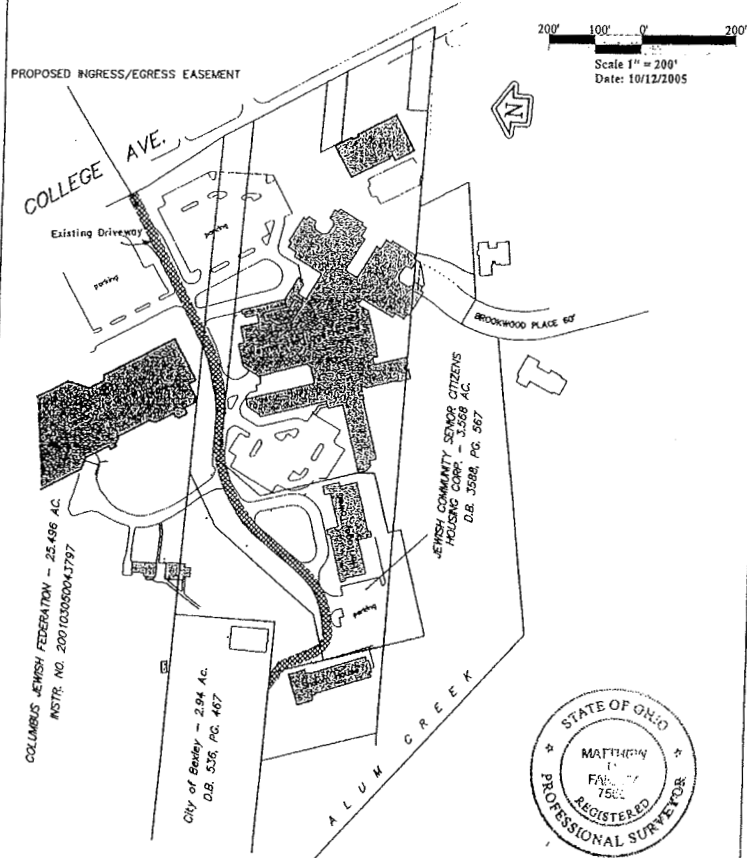
Plat Prepared for:

Columbus Jewish Federation

Legal Description: Situated in The State of Ohio, County of Franklin, City of Columbus Being Part of a 3.568 acre tract owned by the Jewish Community Senior Citizens Housing Corp., and part of a tract owned by the Columbus Jewish Federation.

Applicant:

Posted Address: College Avenue, Columbus, Ohio



Myers Surveying Co., Inc.

By *Matthew J. Fink*  
Professional Surveyor

PLAT OF PROPOSED INGRESS/EGRESS EASEMENT

Myers Order No. - 3-09/30/2005

200509303

Rec.	Field	DWG	Err.	Ch.