

**ORDINANCE NO. 37 - 21**

By: Matt Klingler

**An Ordinance accepting the donation of a Recreation Easement consisting of two sites (0.981 acres and 1.471 acres respectively), adjacent to and west of Sheridan Avenue to the City of Bexley.**

**WHEREAS**, Capital University is the owner of certain property in the City of Bexley that is adjacent to Schneider Park and upon which a portion of a proposed expansion of Schneider Park would be located; and

**WHEREAS**, Capital University has offered to grant to the City of Bexley a Recreation Easement for the Easement Area including the 0.981 acre parcel and 1.471 parcel heretofore described, for recreational purposes, conservation purposes, installation of utilities, and all other recreational, educational, scientific, or conservation resource management activities (the "Recreation Easement"), as shown on attached Exhibit A; and

**WHEREAS**, it is in the interest and benefit of the City of Bexley and public at large that the City accept the donation of such Recreation Easement;

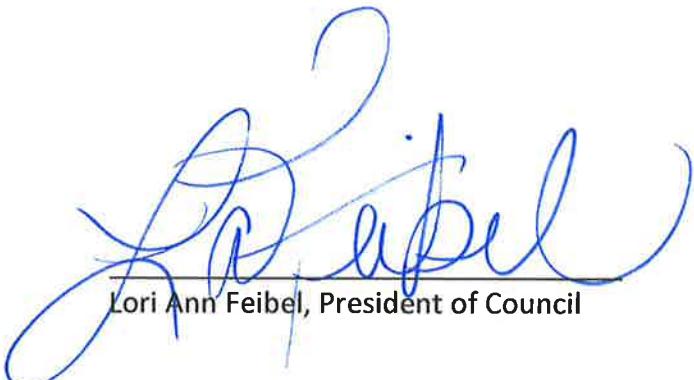
**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Bexley, County of Franklin, State of Ohio, that:

**Section 1.** The City of Bexley accepts donation of the Recreation Easement attached hereto as Exhibit A.

**Section 2.** The Mayor is authorized to do all acts and to execute all agreements and instruments appropriate or necessary to facilitate and carry out the donation and acceptance of the property and property interests identified in this ordinance, and to make any minor modifications to the instruments attached to this ordinance that are necessary to carry out the intent of this ordinance and the recording of the deed and easements.

**Section 3.** This Ordinance shall become effective from and after the earliest period provided by law.

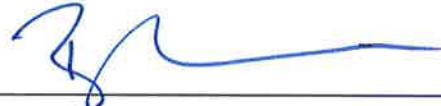
Passed Oct 12, 2021



Lori Ann Feibel, President of Council

Attest:   
William Harvey, Clerk of Council

Approved: Oct 12, 2021



Ben Kessler, Mayor

First Reading: 9/14/21

Second Reading: 9/28/21

Third Reading: 10/12/21 (Consent Agenda)

Passed: 10/12/21

## **DEED OF EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS THAT **CAPITAL UNIVERSITY**, an Ohio corporation for non-profit (the “Grantor”), for good and valuable consideration, including the desire to provide recreational opportunities and preserve and enhance the function of riparian areas in the City of Bexley, does forever grant to the **CITY OF BEXLEY**, Ohio, an Ohio municipal corporation (the “Grantee”), its successors and assigns, an exclusive, perpetual easement in, over, under, across, through and burdening the easement area for: (1) any and all recreational purposes, uses and facilities as determined and permitted by the Grantee including but not limited to the construction, installation, reconstruction, replacement, removal, repair, maintenance, and operation of recreational trails, boardwalks, recreational equipment, skate parks, bike parks, dog parks, access to Alum Creek or other riparian areas and any other recreation related activities and improvements; (2) all conservation purposes including but not limited to storm water and erosion control, water management and creek bank stabilization, preservation of drainage, and protection and management of scenic and riparian areas; (3) installation of utilities and any other public improvements; and (4) all other recreational, educational, scientific, or conservation resource management activities and any other public purpose as determined and permitted by Grantee. This instrument and the rights granted herein shall be collectively referred to as the “Easement” and is granted for and applies to the following described property of Grantor (the “Easement Area”):

**“Parcel A”** that certain 0.981 acres more particularly described in and depicted on the map drawing both attached hereto as Exhibit A, made a part hereof, and fully incorporated into this Easement for reference.

Being part of Franklin County Tax Parcel Numbers: 020-000101-00, 020-004200-00, 020-003027-00, 020-004418-00, and 020-004424-00

**“Parcel B”** that certain 1.471 acres more particularly described in and depicted on the map drawing both attached hereto as Exhibit B, made a part hereof, and fully incorporated into this Easement for reference.

Being part of Franklin County Tax Parcel Numbers: 020-004172-00, 020-000025-00, 020-000026-00, and 020-000024-00

This Easement and all of the terms and conditions contained herein shall benefit, burden and run with the land of the Easement Area and inure and be binding to the benefit and detriment of Grantor and Grantee and their respective successors and assigns.

Grantor forever releases and discharges Grantee from all just compensation claims under the Ohio Constitution, Article I, Section 19, arising from granting this Easement to Grantee.

Grantee shall repair and maintain all improvements it makes over, under, in, along, across, and upon the Easement Area that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement Area (the “Improvements”). Grantee shall maintain the Easement Area and shall repair any damage to the Easement Area at its cost and expense. Any rights, duties, obligations, and liabilities of Grantor relating to natural drainage courses shall not be affected by the Easement granted herein.

Grantor and Grantee recognize that this is an exclusive easement and that Grantor shall shall not be liable for any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorneys' fees and other costs of defenses) resulting from the actions of

Grantee, its employees, agents or officials or the use of the Easement Area by Grantee, or any of Grantee's invitees, agents, or contractors to the extent permitted under Ohio law.

Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired, or adversely affected by superior title.

The Grantor and Grantee hereby acknowledge and agree that the easements and other rights conferred by this Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**GRANTOR, CAPITAL UNIVERSITY**, an Ohio not-for-profit corporation, by its duly authorized representative, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantor, does voluntary convey and acknowledge this Easement on behalf of Grantor on the Effective Date below.

**GRANTOR:**

Capital University, an Ohio corporation for non-profit

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

STATE OF OHIO,

COUNTY OF FRANKLIN, SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of Capital University, an Ohio not-for-profit corporation, on behalf of Grantor, Capital University. No oath or affirmation was administered to the signer with regard to the notarial act.

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Notary Public

This Instrument was prepared by  
and its original should be returned to:  
Catherine A. Cunningham  
Kegler Brown Hill & Ritter, Co., L.P.A.  
65 E. State Street, Suite 1800  
Columbus, Ohio 43215  
(614) 462-5400

**LEGAL DESCRIPTION**  
**0.981 ACRE**  
**EASEMENT**

Situated in the State of Ohio, County of Franklin, in the City of Bexley, and being in Half-Section 20, Section 13, Township 5, Range 22 of the Refugee Lands, and being part of "Ambrose C. Kuhn's Parcels" a subdivision as recorded in Auditor's Plat Book 15, Page 36 and Lots 1 and 2 of John Hike's Amended Subdivision as recorded in Plat Book 3, Page 132, as conveyed to Capital University as Tracts Three, Five, and Six in Official Record Volume 29424 A20, and as conveyed to Capital University in Official Record Volume 22229 I16, also being part of Lot 5 and 6 of John Henry Hikes Subdivision, as recorded in Plat Book 17, Page 243, and as conveyed to Capital University in Instrument Number 201712290183027, all records being of the Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

**COMMENCING** at the southeasterly corner of said Lot 6, also being on the westerly right-of-way line of Sheridan Avenue (50') as dedicated in said Plat Book 17, Page 243;

Thence along the southerly line of said Lot 6, North 86°13'22" West, 301.15 feet to a point, said point being the **TRUE POINT OF BEGINNING** of the tract herein described:

Thence along the southerly line of said Lot 6, North 86°13'22" West, 68.94 feet to a point;

Thence across said Lot 5 and Lot 6, North 02°41'21" West, 117.12 feet to a point on the northerly line of said Lot 5;

Thence along the northerly line of said Lot 5, North 86°20'13" West, 112.98 feet to the southeasterly corner of a 0.414 acre tract as conveyed to The City of Bexley in Instrument Number 200801110005550;

Thence along the westerly lines of said Capital University tract of record in Official Record Volume 22229 I16, said Parcel 6, said Parcel 5, and said Parcel 3, and along the easterly line of said 0.414 acre tract, the following four (4) courses:

North 10°06'26" West, 31.44 feet to a point;

North 03°44'45" East, 41.31 feet to a point;

North 02°39'28" West, 144.01 feet to a point;

North 08°58'19" West, 27.82 feet to a point on the northerly line of said Parcel 3;

Thence along the northerly line of said Parcel 3, South 85°51'50" East, 132.55 feet to a point;

Thence across said Capital University tracts, South 10°43'16" East, 369.15 feet to a point, said point being the **POINT OF BEGINNING**, containing 0.981 acres (42,736 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.

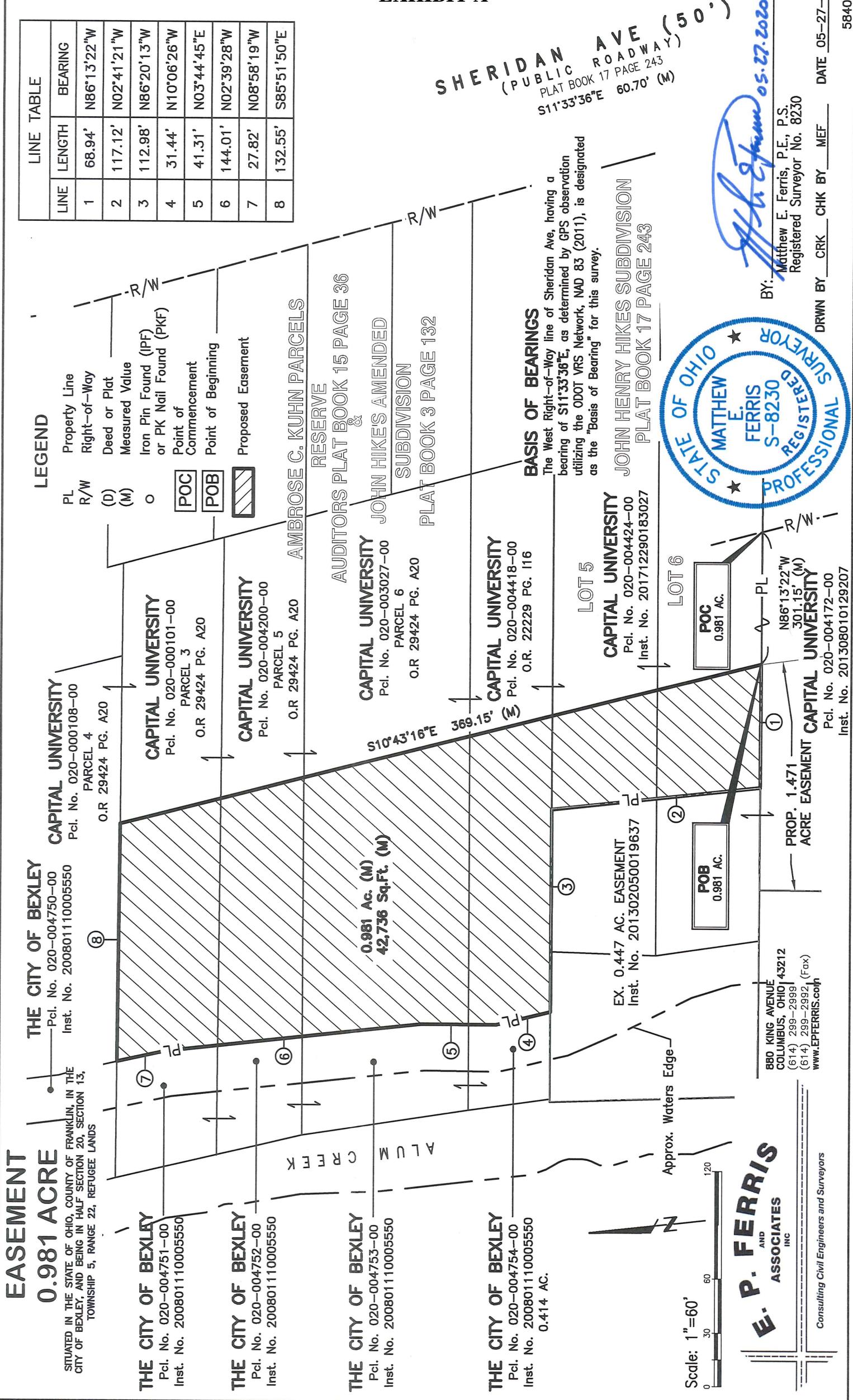
The bearings referenced herein are based on a portion of the westerly right-of-way line of Sheridan Avenue as being South 11°33'36" East as determined by GPS observations utilizing the Ohio Department of Transportation Virtual Reference Station Network, based on Ohio State Plane South Zone (NAD 83, 2011 Adjustment)

This description was prepared by Matthew E. Ferris, Registered Surveyor No. 8230, of E.P. Ferris and Associates, Inc. on May 27, 2020.



 05.27.2020  
Matthew E. Ferris, P.E., P.S. Date  
Registered Surveyor No. 8230

# EXHIBIT A



**LEGAL DESCRIPTION**  
**1.471 ACRE**  
**EASEMENT**

Situated in the State of Ohio, County of Franklin, in the City of Bexley, and being in Half-Section 20, Section 13, Township 5, Range 22 of the Refugee Lands, and being a part of Lots 22 and 23 of Bexley Drive Subdivision No. 2, as recorded in Plat Book 14, Page 1-A, as conveyed to Capital University in Instrument Number 201308010129207 and Instrument Number 201301030001269, also being part of Tract 2 as conveyed to Capital University in Instrument Number 201308010129207, all records being of the Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

**COMMENCING** at the southeasterly corner of Lot 6 of John Henry Hikes Subdivision as recorded in Plat Book 17, Page 243, being on the westerly right-of-way line of Sheridan Avenue (50') as dedicated in said Plat Book 17, Page 243;

Thence along the southerly line of said Lot 6 and in part along the northerly line of said Tract 2, North 86°13'22" West, 301.15 feet to a point, said point being the **TRUE POINT OF BEGINNING** of the tract herein described:

Thence across said Tract 2, and said Lots 22 and 23, South 04°26'34" West, 320.91 feet to a point, on the southerly line of said Lot 22 and the northerly line of Lot 10 of said Bexley Drive Subdivision No. 2, as conveyed to Capital University in Instrument Number 201308010129207;

Thence along the southerly line of said Lot 22 and the northerly line of said Lot 10, North 86°21'45" West, 299.39 feet to the southwesterly corner of said Lot 22 and the northwesterly corner of said Lot 10;

Thence along the westerly line of said Lot 22, North 15°29'38" East, 99.78 feet to the northwesterly corner of said Lot 22 and the southwesterly corner of said Lot 23;

Thence along the westerly line of said Lot 23, North 00°06'15" West, 52.25 feet to a point;

Thence across said Lot 23, along the northerly line of the southerly half of Lot 23, South 86°07'51" East, 113.69 feet to a point;

Thence across said Lot 23 and said Tract 2, the following four (4) courses:

North 07°32'41" East, 20.35 feet to a point;

North 02°33'52" East, 48.73 feet to a point;

North 00°57'36" East, 59.49 feet to a point;

North 03°46'12" East, 40.25 feet to a point, being on the northerly line of said Tract 2 and the southerly line of said Lot 6;

Thence along the northerly line of said Tract 2 and the southerly line of said Lot 6, South 86°13'22" East, 125.71 feet to a point, said point being the **POINT OF BEGINNING**, containing 1.471 acres (60,091 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.

The bearings referenced herein are based on a portion of the westerly right-of-way line of Sheridan Avenue as being South 11°33'36" East as determined by GPS observations utilizing the Ohio Department of Transportation Virtual Reference Station Network, based on Ohio State Plane South Zone (NAD 83, 2011 Adjustment)

This description was prepared by Matthew E. Ferris, Registered Surveyor No. 8230, of E.P. Ferris and Associates, Inc. on May 27, 2020.



 05.27.2020  
Matthew E. Ferris, P.E., P.S. Date  
Registered Surveyor No. 8230

**EXHIBIT B**

