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DEC 20 1963  
Received.....19.....At.....2:45 P M  
Recorded.....DEC 24 1963.....19.....In Franklin County  
JAMES A. SCHAEFER, Recorder  
Recorder's Fee \$.....

TRANSFER  
RECORDED  
DEC 24 1963  
JAMES A. SCHAEFER  
RECORDER  
FRANKLIN COUNTY, OHIO

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that 27368

EVANS INVESTMENT COMPANY

the Grantor(s) herein, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to them paid by the City of Columbus, Ohio, the Grantee herein, receipt of which is hereby acknowledged, does grant, release, and convey to the City of Columbus, Ohio, a municipal corporation, its successors and assigns forever, a perpetual easement over, under and through the following described real estate for the purposes of constructing, using, replacing and maintaining a sanitary sewer, tributary connections and appurtenant work in any part of said easement, including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said easement over said easement for said purposes; PARCEL NO. 9

Situate in Clinton Township, County of Franklin, State of Ohio, and being part of Section 2, Range 18, Town 1, of U. S. Military Lands, and being parts of a 72.50 acre tract, a 30.735 acre tract, and a 23.50 acre tract conveyed to the Commercial Paste Company by deeds recorded in Deed Book 1048, Page 298 and Deed Book 1018, Page 51, Recorder's Office, Franklin County, Ohio, and subsequently conveyed by The Commercial Paste Company to The Evans Investment Company by affidavit recorded in Affidavit Book 20, Page 175, Auditor's Transfer Book, Franklin County, Ohio, and being a strip of land fifteen (15) foot in width across said tracts, the centerline of which is described as follows:

Beginning at a point in the centerline of Olentangy River Road 53 feet, more or less, south of the intersection of the North line of said 72.50 acre tract with the centerline of Olentangy River Road as measured along the centerline of said road; thence westwardly along a line which deflects 106° 20' clockwise from the southerly projection of the centerline of Olentangy River Road a distance of 1330.7 feet to a point; thence deflecting left 22° 03' a distance of 417.90 feet to a point; thence deflecting left 10° 21' a distance of 138.07 feet to a point; thence deflecting right 42° 27' a distance of 513.33 feet to a point; thence deflecting left 44° 15' a distance of 247.30 feet to a point; thence deflecting right 37° 52' a distance of 132 feet, more or less, to a point in the west line of the above 23.50 acre tract, being also the west line of Clinton Township, being also the east of an 0.838 acre tract conveyed to Lloyd Shuster by deed recorded in Deed Book 893, Page 281, which point is 55 feet, more or less, north of the southeast corner of said 0.838 acre tract as measured along the east line of said tract.

TOGETHER WITH the right to use only during the period of construction of said sewer two (2) additional strips of land through said tracts each being forty (40) feet in width, the first lying immediately north of, parallel and adjacent to the north line of the previously described 15 foot wide permanent easement strip and the second lying immediately south of, parallel and adjacent to the south line of the previously described permanent easement strip.

(Francisco Road Sanitary Subtrunk Sewer)

This Deed of Easement is executed and delivered and said easement is granted upon the following conditions, to-wit: :

1. Grantor(s) their heirs and assigns, hereby release the City of Columbus, its agents and employees, assigns and successors from any and all liability for damage to their remaining lands resulting from this conveyance and construction and maintenance of said sewer, provided the Grantee, its agents and employees, assigns and successors shall, as soon as practicable after construction of said sewer and all subsequent alterations and repairs thereunto, restore all property of the Grantor to a neat and presentable condition, this covenant to run with the land.

2. This easement is granted on the condition that no special assessment to pay the direct cost of constructing said trunk sewer shall be made against the Grantor(s) their heirs or assigns of the within named property, and no cost of any kind shall accrue to the Grantor(s) their heirs or assigns until or unless application is made to use said sewer at which time only such normal and regular fees and charges as may be established by the City of Columbus ordinances shall be due and payable.

3. The rights granted herein shall not be construed to interfere with or restrict the Grantor(s) their heirs or assigns use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said sewer.

4. It is further agreed by and between the parties hereto that Grantee will so construct the said sanitary sewer so as to provide for the connection of house sewers from buildings now constructed, or to be constructed on Grantor's premises immediately adjacent to or abutting on the said sanitary sewer and that the Grantor, its heirs, assigns and successors, shall have the right to connect such house sewers to and discharge sewage therefrom into the said sanitary sewer in accordance with the rules, regulations and ordinances of the City of Columbus, Ohio, governing such activity as such may be in effect at the time of such connection, and which right to connect is subject also to all rates, fees and charges imposed by the City of Columbus, Ohio.

TO HAVE AND TO HOLD said premises to said Grantee, the City of Columbus, Ohio, its successors and assigns forever for the uses and purposes hereinbefore described.

GRANTOR for itself covenants that it is lawfully seized of the premises, that said premises are free and clear of liens and encumbrances except taxes for the year 1963 and restrictions of record; and that it will forever WARRANT AND DEFEND the same unto the Grantee, and its successors and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said \_\_\_\_\_

EVANS INVESTMENT COMPANY

has caused its name to be signed and its corporate seal to be affixed and the names of its officers to be signed to these presents this 2nd day of December, 1963.

Signed and acknowledged in the presence of:

Carolyn J. Reich  
Witness

EVANS INVESTMENT COMPANY

Lisa A. Reich  
Witness

By \_\_\_\_\_

By J. W. Lees

STATE OF OHIO  
COUNTY OF FRANKLIN

SS:

Be it remembered that on this 2nd day of December 1963, before me the subscriber, a Notary Public, in and for said County, personally came the above named \_\_\_\_\_

EVANS INVESTMENT COMPANY

Grantor in the foregoing Deed, by J. W. Lees  
its President and J. W. Hilbert  
its Secretary and as such President

and Secretary acknowledged the signing of the same to be their voluntary act and deed for and as the act and deed of said Corporation, for the uses and purposes therein mentioned.

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

Russell A. Hill  
Russell A. Hill, Notary Public  
Franklin County, Ohio  
My commission expires  
December 22, 1963

This instrument prepared by John C. Young, City Attorney.

RAS/mdp