

RESOLUTION NO. CR-31-94

A RESOLUTION TO ACCEPT A STORM SEWER EASEMENT  
LOCATED EAST OF TANGLEBROOK, RESERVE "B" FROM 3M COMPANY

WHEREAS, on October 4, 1993, this Council accepted by Resolution No. CR-53-93 the development plan for Tanglebrook, Reserve "B", a single-family subdivision, along with the recommendation from Planning Commission that the detention for this subdivision be redesigned; and

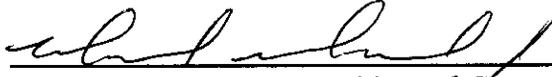
WHEREAS, 3M Corporation has agreed to provide the City with a Storm Sewer Easement to run across Minnesota Mining and Manufacturing Company property.

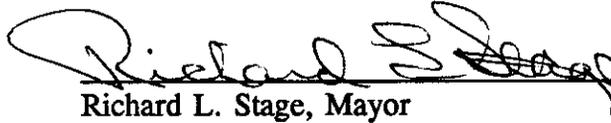
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby accepts the storm sewer easement upon the real estate described in Exhibit "A", attached hereto and made a part hereof.

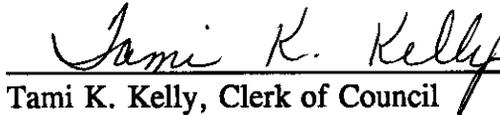
SECTION 2. The Administrative Assistant is hereby authorized to sign the Deed of Easement on the City's behalf.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

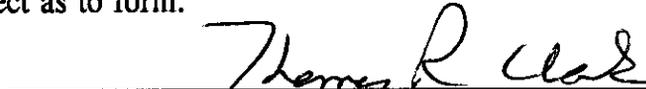
  
Cheryl L. Grossman, President of Council

  
Richard L. Stage, Mayor

Passed: 6-20-94  
Effective: 6-20-94  
Attest:

  
Tami K. Kelly, Clerk of Council

I Certify that this resolution is correct as to form.

  
Thomas R. Clark, Director of Law

26832019

TIME 3 50 P.M. M  
RECORDED FRANKLIN CO., OHIO

Exhibit "A" 121806

JUN 28 1994

DEED OF EASEMENT

RICHARD B. METCALF, RECORDER

RECORDER'S FEE \$

22.00

MINNESOTA MINING AND MANUFACTURING COMPANY, a corporation under the laws of the State of Delaware, with principal offices in the City of St. Paul, County of Ramsey, State of Minnesota, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it paid by the CITY OF GROVE CITY, a Municipal Corporation, of the County of Franklin, State of Ohio, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, hereby grants and conveys unto GRANTEE, its successors and assigns, a perpetual right-of-way and easement for the purpose hereinafter mentioned in the following described premises, to-wit:

Situate in the State of Ohio, County of Franklin, City of Grove City, being a 10 foot wide storm sewer easement parallel and adjacent to the north boundary line of that tract of land conveyed to Minnesota Mining and Manufacturing Company, a Corporation duly incorporated under the laws of the State of Delaware, by deed of record as found in deed Volume 2015, Page 116, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning for reference at the northwest corner of said tract of land, said point being the TRUE POINT OF BEGINNING of this easement description; thence along said north boundary South 85° 54' 00" East, a distance of 764.02 feet to a point in the western right-of-way line of the Baltimore and Ohio Railroad; thence along said right-of-way line South 33° 51' 00" West, a distance of 11.52 feet to a point, thence along a line parallel to and 10 feet south of the north boundary North 85° 54' 00" West, a distance of 758.41 feet to a point in the western boundary of said tract of land, being the eastern boundary of said Flanagan tract of land, thence North 4° 43' 00" East, a distance of 10 feet to the true point of beginning of this easement description.

TOGETHER with the right to use, only during the period of construction, a strip of land forty (40) feet in width, said strip to lie twenty (20) feet on either side, adjacent to and parallel with the entire line of the above described Permanent Easement.

In consideration of the mutual covenants herein contained, the GRANTOR hereby gives, grants and conveys unto the GRANTEE, the right and easement to enter upon said premises and to lay, install, repair and maintain therein storm sewers together with appurtenances, including the installing and maintaining of service connections and pipes, and the making of all repairs to storm sewers, services and all appurtenances connected therewith, that in the opinion of the proper local authorities of the City of Grove City, their successors or assigns, may be necessary at any time, to do any thing that may be necessary or advisable in the judgment of said local authorities of the GRANTEE, its successors, or assigns, in order to maintain or operate said sewers, connections, pipes, and appurtenances in accordance with the ordinance, rules and regulations for the management and protection of the GRANTEE, now in force or that may hereafter be adopted.

CONVEYANCE TAX  
EXEMPT  
P DV  
JOSEPH W. TESTA  
FRANKLIN COUNTY AUDITOR

TRANSFER  
NOT NECESSARY  
JUN 28 1994  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

GRANTOR further, in consideration of the acceptance of the easement above mentioned, by the GRANTEE, does hereby agree that said sewer and appurtenances shall upon completion and approval by the GRANTEE, its successors or assigns, become the property of the GRANTEE, its successors or assigns.

GRANTOR hereby restricts said premises within the limits of the above-described easement against the construction thereon of any buildings of a temporary or permanent type, excepting any sidewalks and/or pavements. Also to restrict the storing or placing of any materials, equipment or other obstructions thereon, or otherwise interfering with the access to or the maintenance of sewers and appurtenances, and also against the planting or sufferance thereon or in such proximity thereto of trees of such root characteristics which may injure said storm sewers.

It is agreed, however, that if in the event the GRANTOR, its successors or assigns, desires to build over, encroach upon, change the grade, or otherwise utilize all or any portions of the easement granted hereby to permit the improvement of property now restricted hereunder, the GRANTEE may approve such use of land within the limits of easements granted hereby, provided, the GRANTOR reconstructs or relocates all or a portion of sewer affected by such use of land and where necessary grant of a new easement under the same terms and conditions as herein provided, and bear the entire cost of reconstructing or relocating said sewers in accordance with the provisions, rules, regulations, and requirements of the GRANTEE, its successors and assigns. Said reconstructed or relocated sewer and appurtenances shall, upon completion and approval by the GRANTEE, become the property of the GRANTEE.

GRANTOR, its successors and assigns, covenants with GRANTEE and its successors and assigns, that at and until the execution of these presents, it is well seized of the above-described premises as a good and indefeasible estate in fee simple and has a good right to bargain and grant the same in manner and form as above written, and that it will warrant and defend said premises with the appurtenances thereunto belonging to the GRANTEE, its successors and assigns, against all lawful claims and demands whatsoever for the purpose herein described.

GRANTOR excepts from this easement and reserves unto itself, its successors and assigns, the right to install, construct, repair and maintain certain facilities, including but not limited to roads, process lines, conduits, drain pipes, and utility lines or pipe lines of every kind whatever, over, under, and across such easement including the right to grant easements to any and all other public utilities to install, construct, repair, and maintain such utility lines, provided only that such facilities do not unreasonably interfere with GRANTEE's use and enjoyment of the easement granted hereby; GRANTOR further reserves unto itself, its successors and assigns, the right to fully use and enjoy the said premises, except for the easement herein granted to GRANTEE. GRANTOR agrees that it shall not erect any structures, or other objects, permanent or temporary, except fences, on said strips of land, without the prior written approval of GRANTEE.

GRANTEE for itself, its successors and assigns, covenants that it will pay the reasonable value of any crops destroyed and other physical damage done to the property of GRANTOR, its successors and assigns, arising at any time out of the exercise by it of the rights herein granted.

GRANTEE agrees to indemnify and hold GRANTOR harmless from any and all liability for damages, costs, losses, and expenses, for all injuries or death and all damage to any and all property, by whomsoever owned, resulting from, arising out of or in any way connected with GRANTEE's use of the aforesaid premises for the aforesaid purposes.

GRANTEE agrees to relocate, at GRANTOR's cost and expense, the storm sewer line facilities located upon this easement to such other location on GRANTOR's property as GRANTOR in its discretion may require, and GRANTOR agrees to give to GRANTEE a new easement covering the relocated tracts, which said new easement shall be in accordance with the terms and provisions of this easement.

In the event the said underground storm sewer line facilities situate upon this easement shall at any future time be abandoned or cease to be used, the easement hereby granted shall automatically and ipso facto cease and determine as though this easement had never been granted, and GRANTEE shall, at its own cost and expense, remove from said premises its property and said facilities and shall thereupon surrender and deliver possession of said premises to GRANTOR, its successors and assigns.

The rights granted hereunder are subject to any easements, rights of ways and encumbrances of any kind or nature whatsoever now existing upon, over, or across the property as described.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective seals this 20 day of ~~May~~, 1994.

*June*

MINNESOTA MINING AND MANUFACTURING  
COMPANY

By *Arlo D. Levi*  
Vice President - Arlo D. Levi

By *Roger P. Smith*  
Assistant Secretary - Roger P. Smith

CITY OF GROVE CITY, OHIO

By *Charles W. Boso, Jr.*  
Charles W. Boso, Jr.

By \_\_\_\_\_

STATE OF MINNESOTA )

COUNTY OF RAMSEY )

On this 6th day of ~~May~~<sup>June</sup>, 1994, before me, a Notary Public within and for said County, personally appeared

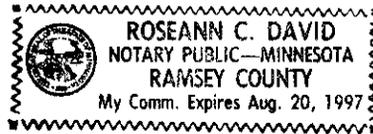
Arlo D. Levi and Roger P. Smith

to me known, who being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of MINNESOTA MINING AND MANUFACTURING COMPANY named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said

Arlo D. Levi and Roger P. Smith acknowledged said instrument to be the free act and deed of said corporation.

*Roseann C. David*

Notary Public



STATE OF OHIO )

COUNTY OF FRANKLIN )

On this 20th day of ~~May~~<sup>June</sup>, 1994, before me, a Notary Public within and for said County, personally appeared

Charles W. Boso, Jr. and \_\_\_\_\_

to me known, who being by me duly sworn, did say that they are the Administrator and \_\_\_\_\_ respectively, of the CITY OF GROVE CITY, OHIO named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of \_\_\_\_\_

and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

*Thomas R. Clark*

Notary Public

*Thomas R. Clark  
3083 Columbus St.  
Grove City, Ohio 43125*



THOMAS R. CLARK, ATTORNEY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE  
SECTION 147.03 R.C.

**MAIL**