

### STORM SEWER EASEMENT

THIS STORM SEWER EASEMENT (the "Easement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between **RAW RE LLC, LLC** ("Grantor"), an Ohio limited liability company, whose mailing address is 6079 Taylor Road, Gahanna, Ohio 43230, and the **CITY OF GAHANNA, OHIO**, an Ohio municipal corporation ("Grantee"), whose mailing address is 200 South Hamilton Road, Gahanna, Ohio 43230.

### BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property known as Franklin County Auditor's Parcel No. 170-000814 (the "Grantor's Property");

WHEREAS, Grantee desires a storm sewer easement on, over, under, and across those portions of the Grantor's Property legally described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the "Easement Area"); and

WHEREAS, Grantor desires to grant a storm sewer easement on, over, under, and across the Easement Area for the benefit of Grantee upon the terms and conditions set forth in this Easement.

### STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Permanent Storm Sewer Easement. Grantor conveys and grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a permanent, non-exclusive easement in, through, over, and under the Easement Area for the following purposes: (i) to construct lines, conduits, valves, regulators and all other appurtenances necessary, in Grantee's sole discretion, for the operation of storm sewer and facilities within the Easement Area (collectively "Facilities"); (ii) to add to, operate, maintain, repair, replace or remove any Facilities; and (iii) of ingress and egress over those portions of Grantor's Property reasonably necessary to facilitate Grantee's use of the Easement Area. Grantee, as soon as reasonably practicable after installation of the storm sewer, including any alterations and repairs thereto, and completion of the grading work shall cause the Easement Area to be restored to its former condition as nearly as is reasonably practicable. Grantee shall have the right to remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use thereof as permitted by this Easement. Grantor has the right to enter on the Easement Area for any purpose provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement.

2. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantors and grantee of the rights and easements set forth herein.

3. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. Severability. 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.

5. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

8. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

9. Authority. Grantor represents and warrants that it has the full right and authority to enter into this Easement and grants the rights hereby conveyed to Grantee.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR:

RAWRE, LLC

GRANTEE:

CITY OF GAHANNA, OHIO,  
AN OHIO MUNICIPAL CORPORATION

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

Its: GENERAL MANAGER Its: \_\_\_\_\_

Print Name: Todd D. Richardson Print Name: \_\_\_\_\_

{ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE}

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS:

**BE IT REMEMBERED**, that on this \_\_\_ day of \_\_\_, 2020, before me, the subscriber, a Notary Public in and for said county and state, personally came \_\_\_\_\_, of the CITY OF GAHANNA, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his/her free act and deed for and on behalf of the municipal corporation.

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

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

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS:

**BE IT REMEMBERED**, that on this 7<sup>th</sup> day of July, 2020, before me, the subscriber, a Notary Public in and for said county and state, personally came Todd Richardson, Authorized Member of RAW RE LLC, GRANTOR, who acknowledged the signing thereof to be his free act and deed for and on behalf of GRANTOR.

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



**KIMBERLY R. GRAYSON**  
Notary Public, State of Ohio  
My Commission Expires  
January 11, 2021

Kimberly R. Grayson  
Notary Public

This Instrument Prepared By:  
Underhill & Hodge  
8000 Walton Pkwy., Suite 260  
New Albany, OH 43054

**Offsite Storm Sewer Easement Description**

-0.009 Acres-

West of Taylor Station Road  
South of Taylor Road

-1-

Situated in the State of Ohio, County of Franklin, Township of Jefferson, being part of Quarter Township 3, Township 1, Range 16, United States Military District and containing 0.009 acres of land, said 0.009 acres being part of that Original 12.502 acre tract of land as conveyed to RAW RE, LLC of record in Instrument No. 201707280103597, said 0.009 acres being more particularly described as follows;

**Beginning for Reference**, at a northeasterly corner of a 5.897 acre tract of land conveyed to Adams Pointe LLC of record in Instrument Number 202001150006785, also being the southeasterly corner of said Original 12.502 acre tract and being in the westerly line of an Original 1.03 acre tract of land conveyed to Marshall L. Black of record in Instrument Number 201802070017205;

Thence **N 85° 52' 01" W**, along the northerly line of said 5.897 acre tract and the southerly line of said Original 12.502 acre tract, **34.92 feet** to a point;

Thence **N 04° 07' 59" E**, across said Original 12.502 acre tract, **161.05 feet** to a point, the **True Point of Beginning**;

Thence **N 04° 42' 42" E**, continuing across said Original 12.502 acre tract, **20.00 feet** to a point in the southerly right-of-way line of Taylor Road (R/W-Varies);

Thence **S 85° 52' 04" E**, continuing across said Original 12.502 acre tract and along said southerly right-of-way line, **20.00 feet** to a point;

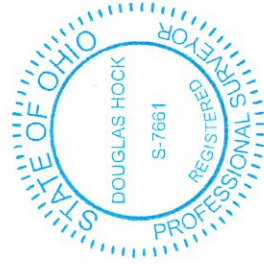
Thence **S 04° 42' 42" W**, continuing across said Original 12.502 acre tract and leaving said southerly right-of-way line, **20.00 feet** to a point;

Thence **N 85° 52' 01" W**, continuing across said Original 12.502 acre tract, **20.00 feet** to the **True Point of Beginning** and containing **0.009 acre** more or less.

The above description was prepared by Advanced Civil Design Inc. on February 25, 2020 and is based on existing County Auditor records, County Recorder records and a field survey in July of 2019.

Bearings are based on the bearing of N28°17'06"E for the centerline of Taylor Station Road between Franklin County Geodetic Survey monuments 5343 and 5319 reset (Ohio State Plane Coordinate System, South Zone, NAD83, NSRS 2007) as established using a GPS survey.

All references used in this description can be found at the Recorder's Office Franklin County Ohio.



ADVANCED CIVIL DESIGN INC.

*Douglas R. Hock* 2/26/2020

Douglas R. Hock, P.S. No. 7661

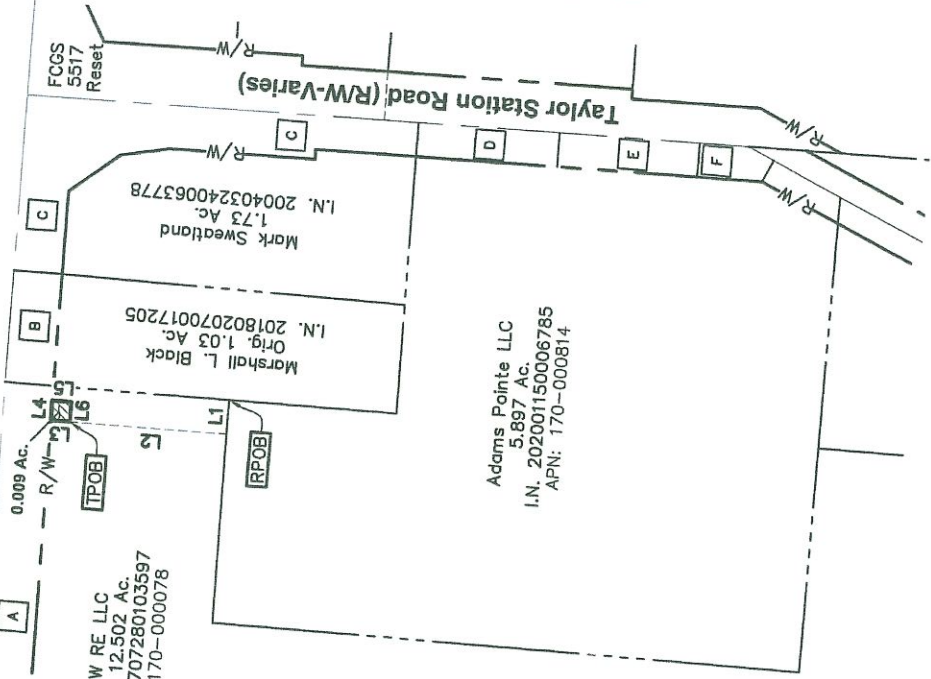
Date:

Offsite Storm Sewer Easement Exhibit

~0.009 Ac.~

Jefferson Township, Franklin County, Ohio  
 Range 16, Township 1, Quarter Township 3,  
 United States Military District

Taylor Road (R/W-Varies)



- A** Franklin County Commissioners  
Parcel 19WD  
0.590 Ac.  
I.N. 200010170210598
- B** Franklin County Commissioners  
Parcel 24WD  
0.127 Ac.  
I.N. 200103190054631
- C** Franklin County Commissioners  
Parcel 22WD  
0.590 Ac.  
I.N. 200106150135180
- D** Franklin County Commissioners  
Parcel 4WD  
0.117 Ac.  
I.N. 200010170210595
- E** Franklin County Commissioners  
Parcel 20WD  
0.116 Ac.  
I.N. 200010170210597
- F** Franklin County Commissioners  
Parcel 5WD  
0.056 Ac.  
I.N. 200012080248238
- G** City of Gahanna  
I.N. 201301020000607  
2.978 Ac.

Adams Pointe LLC  
 5.897 Ac.  
 I.N. 20200150006785  
 APN: 170-000814

RAW RE LLC  
 Orig. 12.502 Ac.  
 I.N. 201707280103597  
 APN: 170-000078

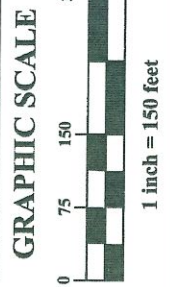
Marshall L. Black  
 Orig. 1.03 Ac.  
 I.N. 201802070017205

Mark Sweatland  
 1.73 Ac.  
 I.N. 200403240063778

LINE	BEARING	DISTANCE
L1	N85°52'01"W	34.92'
L2	N04°07'59"E	161.05'
L3	N04°42'42"E	20.00'
L4	S85°52'04"E	20.00'
L5	S04°42'42"W	20.00'
L6	N85°52'01"W	20.00'

This drawing is based on existing Auditor's and Recorder's records and an actual field survey by Advanced Civil Design, Inc. in July of 2019.

Bearings are based on the bearing of N2817°06"E for the centerline of Taylor Road between Franklin County Geodetic Survey monuments 5343 and 5319 (Ohio State Plane Coordinate System, South Zone, NAD83, NSRS 2007) as established using a GPS survey.



ADVANCED CIVIL DESIGN, INC.

*[Signature]*  
 Douglas R. Hock  
 Professional Surveyor No. 7661

Date:

2/26/2020

DRAWN BY: DRB  
 DATE: 02/25/2020  
 JOB NO.: 18-0027-414  
 CHECKED BY: BCK



ADVANCED  
 CIVIL DESIGN  
 ENGINEERS SURVEYORS

422 Beacher Road  
 Gahanna, Ohio 43230  
 ph 614.428.7750  
 fax 614.428.7755