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 04/18/2007 2:08PM BXCROWN SEARC  
 Robert G. Montgomery  
 Franklin County Recorder

## EASEMENT AGREEMENT FOR STORM SEWER

THIS EASEMENT AGREEMENT FOR STORM SEWER, (the "Agreement") is made and entered into as of this 30th day of MARCH 2007 2006 by and between C. Spurgeon Kenimer and Luella J. Kenimer, husband and wife ("Grantor,"), of 221 McCutcheon Road, Gahanna, Ohio 43230, and The City of Gahanna, an Ohio municipal corporation, Gahanna, Ohio ("Grantee," whether one or more),

### WITNESSETH:

WHEREAS, Grantor owns certain real property (the "Grantor's Parcel") being described as follows:

Situated in the County of Franklin, the State of Ohio and the City of Gahanna: Being Lot Number Two Hundred Eleven (211), of IMPERIAL RISE PLAT NO. 3, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 46, page 82, Recorder's Office, Franklin County, Ohio.

Property Address: 221 McCutcheon Road, Gahanna, Ohio 43230

Parcel Number: 025-004776-00

Prior instrument reference: Instrument Number 200406080131873, Recorder's Office, Franklin County, Ohio.

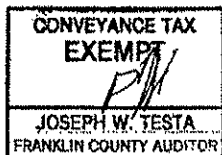
WHEREAS, Grantee, in an effort to provide utility services to all lots within Grantor's subdivision, requires this grant of easement to properly service this area of the platted subdivision; and

WHEREAS, Grantor and Grantee desire to provide for such easement rights on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for valuable consideration paid by Grantee, together with the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Grantor and Grantee, for themselves, their heirs, successors and assigns do hereby agree as follows:

#### 1. Grant of Easement.

The Grantor hereby grants and conveys to the Grantee, and their heirs and assigns, a perpetual, nonexclusive easement to construct, maintain, operate, tap into, repair, replace and/or remove any facilities that may be necessary for storm sewer,



TRANSFER  
NOT NECESSARY

APR 18 2007

Page 1 of 3

JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

*PTF - Kenimer*

# EXHIBIT A

sewage and waste disposal, on, over, across and through the following described real property (the "Easement Area"):

See Attached "Exhibit A"  
For description of a 0.009 Acre Utility Easement area

**2. Indemnification of Grantor.**

Grantee by its acceptance of this Easement shall indemnify, defend and hold Grantor and their heirs and assigns harmless against any claims, damages, losses or expenses, arising as a result of Grantee's exercise of the rights granted by this Easement, but excepting any claims, damages, losses or expenses caused by the negligence or wrongful actions of Grantor or Grantor's agents, employees or contractors, or others for whom Grantor is responsible.

**3. Restoration of Property.**

If any damage to Grantor's property is caused by Grantee's exercise of its rights under this Easement, Grantee, at its expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.

**4. Legal Effect.**

This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns and shall run with the land.

**5. Entire Agreement.**

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and any prior understanding or representation of any kind preceding the date of this Agreement, excluding any prior written agreements, shall not be binding upon either party except to the extent incorporated in this Agreement.

**6. Modification of Agreement.**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by a writing signed by each party or an authorized representative of each party.

**7. Headings.**

The title to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

TO HAVE AND TO HOLD said Easement unto the The City of Gahanna, an Ohio municipal corporation, it's successors and assigns forever, for the uses and purposes hereinabove set forth.

EXECUTED this 30<sup>TH</sup> day of MARCH, 2007, ~~2006~~

C. Spurgeon Kenimer  
By: C. Spurgeon Kenimer, Grantor

Luella J. Kenimer  
By: Luella J. Kenimer, Grantor

STATE OF OHIO :  
COUNTY OF FRANKLIN : ss

The foregoing instrument was acknowledged before me this 30<sup>TH</sup> day of MARCH, 2007, by C. Spurgeon Kenimer and Luella J. Kenimer, Grantor, in the foregoing Easement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Columbus, Ohio, this 30<sup>TH</sup> day of MARCH, 2007, ~~2006~~

P. Frederick Kenimer  
Notary Public



P. Frederick Kenimer, Notary Public  
In and For the State of Ohio  
My Commission Expires January 14, 2012

This instrument was prepared by:  
James Scott Stevenson  
Attorney at Law

# EXHIBIT "A"

## UTILITY EASEMENT 0.009 ACRES

Situated in the State of Ohio, County of Franklin, Township of Millin, lying in Quarter Township 1, Township 1, Range 17, United States Military Lands, being a strip of land across Lot 211 of that subdivision entitled "Imperial Rise Section 3" of record in Plat Book 16, Page 82 and conveyed to C. Spurgeon Kenimer and Luella J. Kenimer by deed of record in Instrument Number 200406080131873, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING, for reference, at the northeast corner of said Lot 211 in the southerly right-of-way line of McCutcheon Road;

thence South 03° 39' 08" West, with the easterly line of said Lot 211, a distance of 105.00 feet to the True Point of Beginning;

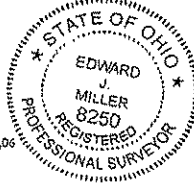
thence South 03° 39' 08" West, with said easterly line, a distance of 20.00 feet to a point;

thence across Lot 211, the following courses and distances:

North 86° 20' 52" West, a distance of 20.00 feet to a point;

North 03° 39' 08" East, a distance of 20.00 feet to a point;

South 86° 20' 52" East, a distance of 20.00 feet to the TRUE POINT OF BEGINNING and containing 0.009 acre of land, more or less.



ESM: m/August06  
0.009 ac. 11026

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Edward J. Miller  
Professional Surveyor No. 8250

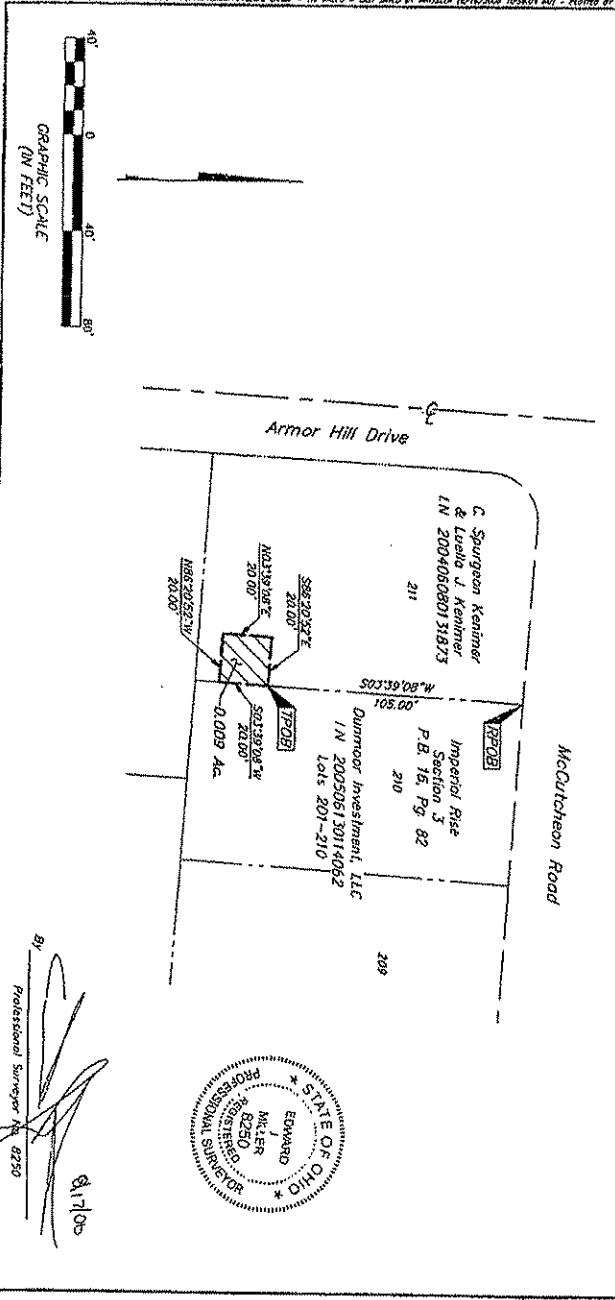
Date

8/17/06

**EMH-T**  
 ENGINEERING, SURVEYING & DESIGN, INC.  
 5500 New Albany Road, Columbus, OH 43244  
 Phone 614.773.4500 Fax 614.773.4500

**UTILITY EASEMENT**  
**QUARTER TOWNSHIP 1, TOWNSHIP 1, RANGE 17**  
**UNITED STATES MILITARY LANDS**  
**MIFFLIN TOWNSHIP, FRANKLIN COUNTY, OHIO**

Date August 15, 2006  
 Scale 1" = 40'  
 Job No 2001-1026



By 8/17/06  
 Professional Surveyor No. 8250  
 Mifflin Co. Survey 2001-1026

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