

23158

TRANSFER NOT NECESSARY
IN COMPLIANCE WITH SEC. 319.202 R.C.
LARRY A. KACZALA, AUDITOR
LUCAS COUNTY, OHIO

DEC 21 1996

WATER LINE EASEMENT AGREEMENT

BY Sharon Hilborn
T. D. 21 PARCEL 744

THIS WATER LINE EASEMENT AGREEMENT is made and entered into at Toledo, Ohio as of the 11th day of Feb, 1997, by and between ANCIENT ACCEPTED SCOTTISH RITE, VALLEY OF TOLEDO, 4645 Heatherdowns Boulevard, Toledo, Ohio 43614 (hereinafter called "Grantor") and the CITY OF TOLEDO, One Government Center, Suite 1800, Toledo, Ohio 43604, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio and a duly adopted Charter (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Toledo, Ohio described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Grantor's Property"); and

WHEREAS, Grantor has agreed to grant Grantee a perpetual easement and right-of-way in, over, under and upon the parcel of land hereinafter described, to construct maintain, operate, tap into, repair, replace and/or remove a water line and appurtenances through the real property more fully described in Exhibit B attached hereto and incorporated herein (the "Easement Area") pursuant to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, in consideration of the foregoing, the sum of Sixty Seven Thousand and no/100 Dollars (\$67,000.00), the mutual covenants and agreements herein stated and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor, for its successors, transferees and assigns, does hereby grant and convey to the Grantee, its successors and assigns, a perpetual easement as herein described to facilitate the construction of a forty-two inch (42") watermain (the "Project"), subject to the covenants, terms and conditions herein.

2. Use of Easement. Grantor grants to Grantee such perpetual easement to facilitate the construction, maintenance and repair of a forty-two inch (42") watermain in the Easement Area, including the right to construct, maintain, operate, tap into, repair, replace and/or remove a water line and its appurtenances, together with the right and easement to move onto said Easement Area and there to use and operate such machinery and equipment as may be reasonably required for the construction, installation and maintenance of said Project and appurtenances.

3. Grantor's Use of Easement Area. Grantor and its lessees, successors or assigns reserve the right to use the Easement Area for any purpose which would not unreasonably interfere with the uses permitted to Grantee hereunder, provided that no

Buildings shall be constructed within the Easement Area.

4. Manner of Work; Restoration. Grantee agrees to perform any construction, maintenance, repair, replacement, or removal of, or other work upon, the water line or related facilities in an expeditious and workmanlike manner so as to minimize interference with the use of the Easement Area or Grantor's Property. Promptly after completing any activity in the Easement Area, Grantee will at its sole expense restore the Easement Area, and any improvements including driveways, roads, pavement, curbs, and landscaping, to ~~the same condition as existed immediately prior to the commencement of the activity.~~ *gmw*

5. Indemnification. Grantee agrees to defend, indemnify and hold Grantor harmless from any and all claims, judgments, costs, and expenses (including attorney fees) arising in connection with or as a direct or indirect result of Grantee's exercise of its rights hereunder or its activities in the Easement Area or upon Grantor's Property including, without limitation, from any claim based upon injury to any person (including any employee, agent, contractor or subcontractor of Grantee) which is related in any way to the construction, installation, operation, maintenance, repair or removal of the water line or related facilities.

6. Run with the Land. All covenants herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

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

8. Amendment. This Easement Agreement may not be modified or amended except by a written agreement duly executed by the parties hereto or by their respective successors or assigns, as the case may be.

9. Entire Agreement. This Easement Agreement fully sets forth all agreements and understandings of the parties to this Easement Agreement with respect to the subject matter hereof.

10. Recording. This Easement Agreement shall be executed in recordable form and either party shall have the right to record, at its expense, this Easement Agreement among the land records of Lucas County, Ohio. *gmw*

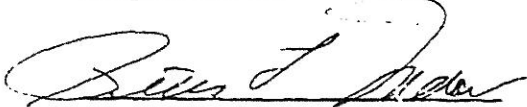
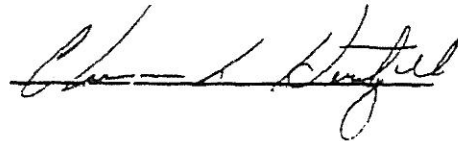
11. Title. Grantor hereby represents and warrants that Grantor is the true and lawful owner of Grantor's Property and the Easement Area and is lawfully seized of the same in fee simple, and that Grantor has the unconditional right and authority to grant the easement to Grantee pursuant to the terms herein. Grantor hereby further represents and warrants that there are no approvals or authorizations of any kind whatsoever from any *gmw* to the best of its knowledge.

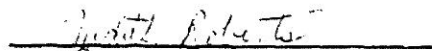
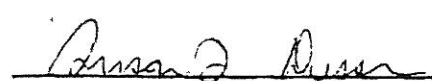
utility company, mortgagee, municipality, governmental authority, secured party, or other entity with any interest in the Easement Area which are required prior to the granting of the easement described herein and Grantor will defend, indemnify and hold harmless Grantee from any and all claims arising to the contrary. Grantor hereby further represents and warrants that the granting of the easement described herein is not in violation of the terms or conditions of any other easement, restrictions or encumbrances on the Easement Area or Grantor's Property of which the Easement Area is a part.

12. Captions. The captions in this Easement Agreement are for convenience only and shall not be deemed to be a part thereof.

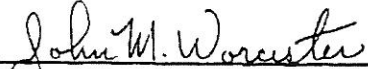
IN WITNESS WHEREOF, the parties have executed this instrument in duplicate as of the day and year first above written.

Signed and acknowledged in
the presence of:

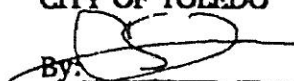



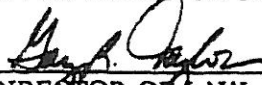
GRANTOR:
ANCIENT ACCEPTED SCOTTISH RITE,
VALLEY OF TOLEDO

By: 
Name: John M. Worcester
Title: Secretary

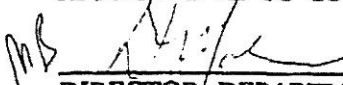
GRANTEE:
CITY OF TOLEDO

By:  
Carleton S. Finkbeiner, Mayor

APPROVED AS TO FORM


for DIRECTOR OF LAW

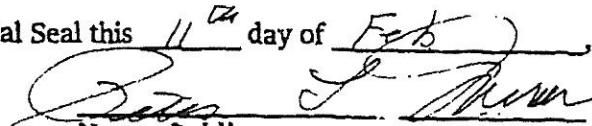
APPROVED AS TO CONTENT


DIRECTOR, DEPARTMENT OF
PUBLIC UTILITIES

STATE OF OHIO)
) SS.
COUNTY OF LUCAS)

Before me, a Notary Public, in and for said County and State, personally appeared the above named John M. Worcester, Secretary of the Ancient Accepted Scottish Rite, Valley of Toledo, who acknowledged before me this date that he did sign the foregoing instrument on behalf of the said organization.

Witness my hand and Notarial Seal this 11th day of Feb, 1997.


Notary Public



PETER L. MORAN
Attorney at Law
Notary Public-State of Ohio
Commission Has No Expiration
Section 147.03 R.C.

STATE OF OHIO)
) SS.
COUNTY OF LUCAS)

Before me, a Notary Public, in and for said County, personally appeared Carleton S. Finkbeiner, Mayor of the City of Toledo, who acknowledged the signing of the within instrument to be his free act and deed and that of the City of Toledo for the uses and purposes therein, mentioned.

Witness my hand and Notarial Seal this 25th day of February, 1997.


Notary Public

SUSAN L. DESONER
Notary Public-State of Ohio
My commission expires on 1/1/2001
Section 147.03 R.C.

This instrument prepared by:
City of Toledo, Department of Law
One Government Center, Suite 2250
Toledo, Ohio 43604
GRT.kjb.0826964
1/7/97 11:00 a.m.

EXHIBIT

A

LEGAL DESCRIPTION

That part of the Northeast quarter (1/4) of Section twenty-five (25), Town two (2) United States Reserve in the City of Toledo, Lucas County, Ohio, that lies North of the North Right-of-Way line of the Ohio Turnpike bounded and described as follows:

Beginning at a point on the North line of said Section twenty-five (25), that is three hundred eighty (380) feet Westerly of the Northeast corner of said Northeast quarter (1/4); thence Southerly on a line drawn at right angles with the North line of said Section twenty-five (25) to its intersection with the North Right-of-Way Line of the Ohio Turnpike, said Right-of-Way line being one hundred five (105) feet Northerly of and at right angles with the centerline; thence Westerly along the Northerly Right-of-Way line of the Ohio Turnpike to a point, that is twelve hundred ninety-eight and ninety hundredths (1,298.90) feet westerly of its intersection with the centerline of Key Street; thence Northerly to a point that is one hundred fifteen (115) feet Northerly of and at right angles to the centerline of said Turnpike; thence Westerly along the Northerly Right-of-Way line of the Turnpike, said Right-of-Way line being one hundred fifteen (115) feet Northerly of and at right angles with the centerline, to its intersection with the Westerly line of said Northeast quarter (1/4); thence Northerly along the West line of said Northeast quarter (1/4) to a point that is six hundred four and eleven hundredths (604.11) feet Southerly of the Northwest corner of said Northeast quarter (1/4); thence Easterly, a distance of four hundred nineteen and fifty-three hundredths (419.53) feet to its intersection with a line drawn at right angles and six hundred four and no hundredths (604.00) feet Southerly from a point on the North line of said Section twenty-five (25) that is four hundred thirty and ninety-five hundredths (430.95) feet Easterly of the Northwest corner of said Northeast quarter (1/4); thence Northerly along said last described line to the North line of said Section twenty-five (25); thence Easterly along the North line of said Section twenty-five (25) to the point of beginning, excepting therefrom that part conveyed to the State of Ohio for the Cass Road Turnpike Overpass. Subject to legal highways.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

That part of the Northeast quarter (1/4) of Section twenty-five (25), Town two (2), in the United States Reserve of twelve (12) miles square at the foot of the Rapids of the Miami of Lake Erie in the City of Toledo, Lucas County, Ohio, that lies Northerly of the Northerly right of way line of the Ohio Turnpike, being more particularly bounded and described as follows:

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LEGAL DESCRIPTION - CONTINUED

Commencing at the Northeasterly corner of the said Section twenty-five (25); thence North eighty-seven (87) degrees, forty-six (46) minutes, twenty (20) seconds West, along the Northerly line of the said Section twenty-five (25) (centerline of Heatherdowns Boulevard), a distance of three hundred eighty and zero hundredths (380.00) feet to the Northeasterly corner of a parcel of land as conveyed to the Ancient Accepted Scottish Rite, Valley of Toledo by deed recorded in Volume 1921, page 481, Lucas County, Ohio, Deed Records; thence South two (02) degrees, thirteen (13) minutes, forty (40) seconds West, along the Easterly line of the aforementioned parcel of land as conveyed to the Ancient Accepted Scottish Rite, Valley of Toledo, (the aforementioned Easterly line being drawn at right angles with the Northerly line of the said Section twenty-five (25), a distance of four hundred ninety-five and zero hundredths (495.00) feet, more or less, to the Northwestern corner of a parcel of land as conveyed to King's Cove, Limited, an Ohio Limited partnership, by deed recorded in Volume 2285, page 203, Lucas County, Ohio, Deed Records, the said Northwestern corner being the Point of Beginning; thence continuing South two (02) degrees, thirteen (13) minutes, forty (40) seconds West, along the aforementioned Easterly line, of the parcel of land as conveyed to the Ancient Accepted Scottish Rite, Valley of Toledo, (Westerly line of the aforementioned parcel of land as conveyed to King's Cove, Limited), a distance of six hundred eighty-six and twenty-three hundredths (686.23) feet, more or less, to the point of intersection of the aforementioned Easterly line, of the parcel of land as conveyed to the Ancient Accepted Scottish Rite, Valley of Toledo, with the Northerly right of way line of the Ohio Turnpike, said point of intersection being one hundred five and zero hundredths (105.00) feet Northerly of and at right angles with the centerline of said Turnpike and four hundred fifteen and fourteen hundredths (415.14) feet, deed, or four hundred fourteen and seventy-two hundredths (414.72) feet, calculated, Westerly of the Easterly line of the said Section twenty-five (25), (centerline of Key Street), as measured along the said Northerly right of way line of the Ohio Turnpike; thence North eighty-seven (87) degrees, nineteen (19) minutes, thirty-one (31) seconds West, along the said Northerly right of way line of the Ohio Turnpike, said Northerly right of way line being drawn parallel to and one hundred five and zero hundredths (105.00) feet Northerly of and at right angles with the centerline of said Turnpike, a distance of thirty-five and zero hundredths (35.00) feet, more or less, to the point of intersection of the aforementioned Northerly right of way line of the Ohio Turnpike and a line drawn parallel to and thirty-five and zero hundredths (35.00) feet Westerly of and at right angles with the aforementioned Easterly line of the parcel of land as conveyed to the Ancient Accepted Scottish Rite, Valley of Toledo, thence

CONTINUED-

LEGAL DESCRIPTION - CONTINUED

North two (02) degrees, thirteen (13) minutes, forty (40) seconds East, along the said line drawn parallel to the aforementioned Easterly line of the parcel of land as conveyed to the Ancient Accepted Scottish Rite, Valley of Toledo, a distance of six hundred eight-five and ninety-five hundredths (685.95) feet, more or less, to a point on the Westerly extension of the Northerly line, (Southerly line of the Northerly four hundred ninety-five and zero hundredths (495.00) feet of the said Northeaster quarter (1/4) of Section twenty-five (25), of the aforementioned parcel of land as conveyed to King's Cove, Limited; thence South eighty-seven (87) degrees, forty-six (46) minutes, twenty (20) seconds East, along the aforementioned Westerly extension of the Northerly line of the parcel of land as conveyed to King's Cove, Limited, a distance of thirty-five and zero hundredths (35.00) feet, more or less, to the point of beginning; subject to all legal easements and restrictions and leases of record and of records in respective utility offices. The bearings referred to herein are based upon an assumed meridian and are used only for the determination of angular measurements.

EXHIBIT

B

ANCIENT ACCEPTED SCOTTISH RITE,
VALLEY OF TOLEDO
TO
CITY OF TOLEDO

DESCRIPTION FOR A PERMANENT UTILITY EASEMENT

Situated in a part of the northeast quarter of Section 25, in Town 2, United States Reserve of Twelve Miles Square at the Foot of the Rapids of the Miami of Lake Erie, City of Toledo, Lucas County, Ohio:

Being a part of the Grantors parcel as described and recorded in Deed Volume 1921, Page 481, in the Deed of Records for said County:

A variable width strip of land, for a permanent easement, further described as follows:

Commencing for reference at a point on the north line of said Section 25 that is 380.00 feet west of the northeast corner of said northeast quarter; thence southerly, at right angle to said north line, to a point lying in the northerly existing right-of-way line of the Ohio Turnpike, so called, said point lying 105.00 feet north of the centerline of said Ohio Turnpike; thence west along said northerly right-of-way line, a distance of 35.00 feet, THE TRUE POINT OF BEGINNING OF THIS EASEMENT; thence continuing west along said northerly line of the Ohio Turnpike, to a point lying 105.00 feet north of and at right angle to a point lying 1,298.90 feet west of its intersection with the centerline of Key Street, so called; thence north, continuing along said right-of-way line, to a point lying 115.00 feet north of and at right angle to said point lying 1,298.90 feet west its intersection with the centerline of said Key Street; thence west, continuing along said northerly right-of-way line, to a point lying 115.00 feet north of said Ohio Turnpike centerline at sta. 635+00 in the Ohio Turnpike Survey as recorded in Deed Volume 1525, Page 227, in said Official Records, and 395.55 feet east of the centerline of Cass Road, so called; thence north to a point lying 145.00 feet north of the centerline of said Turnpike, and 395.55 feet east of the centerline of said Cass Road; thence west along a line 145.00 feet north of and parallel with the centerline of said Turnpike, a distance of 193.85 feet, to a point; thence northwesterly a distance of 61.85 feet (rec.), 55.35 feet (calc.), to a point lying 200.00 feet north of the centerline of said Turnpike, and 197.00 feet east of the centerline of said Cass Road; thence northwesterly 153.60 feet to a point lying 300.00 feet north of the centerline of said Turnpike, and 80.00 feet east of the centerline of said Cass Road; thence southeasterly a distance of 50.87 feet to a point lying 250.00 feet north of the centerline of said Turnpike, and 90.00 feet east of the centerline of said Cass Road; thence west a distance of 25.00 feet to a point lying 250.00 feet north of the centerline of said Turnpike, and 65.00 feet east of the centerline of said Cass Road; thence north along a line 65.00 feet east of and parallel with the centerline of said Cass Road, a distance of 200.00 feet, to a point; thence west a distance of 10.00 feet to a point lying 450.00 feet north of the centerline of said Turnpike, and 55.00 feet east of the centerline of said Cass Road; thence north along a line 55.00 feet east of and parallel with the centerline of said Cass Road, a distance of 75.03 feet, to a point; thence east, a distance of 40.01 feet, to a point lying 525.00 feet north of the centerline of said Turnpike, and 95.00

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(ANCIENT ACCEPTED SCOTTISH RITE PERMANENT EASEMENT - CONT)

feet east of the centerline of said Cass Road; thence south a distance of 197.91 feet to a point lying 327.16 feet north of the centerline of said Turnpike, and 95.00 feet east of the centerline of said Cass Road; thence southeasterly a distance of 272.08 feet, to a point lying 175.00 feet north of the centerline of said Turnpike, and 316.39 feet east of the centerline of said Cass Road; thence east a distance of 110.00 feet to a point lying 175.00 feet north of the centerline of said Turnpike, at sta. 635+30 in said Survey, and 426.35 feet east of the centerline of said Cass Road; thence south a distance of 30.00 feet to a point lying 145.00 feet north of the centerline of said Turnpike, and 425.54 feet east of the centerline of said Cass Road; thence east along a line 30.00 feet north of and parallel with said northerly line of the Ohio Turnpike, to a point that is 145.00 feet north of and at right angle to a point that is 1,298.90 feet west of its intersection with the centerline Key Street; thence south to a point that is 135.00 feet north of and at right angle a point that 1,298.90 feet west of its intersection with the centerline of Said Key Street; thence east along a line 30.00 feet north of and parallel with said northerly line of the Ohio Turnpike, to a point lying in the west line of a 35.00 foot wide strip of land now or previously owned by King's Cove Limited, as described and recorded in Deed microfiche No. 78-0408-E04, in said Official records; thence south along the west line of said 35.00 foot wide strip of land, a distance of 30.00 feet, to the point of beginning, subject to legal highways.

Containing 76,729 square feet (1.761 acres) of land, more or less, subject to easements, and restrictions of record.

(ANCIENT ACCEPTED SCOTTISH RITE PERMANENT EASEMENT - CONT)

FILE NAME: AASR_COM
ORIGINAL: AUGUST 23, 1996
REVISION: DECEMBER 20, 1996

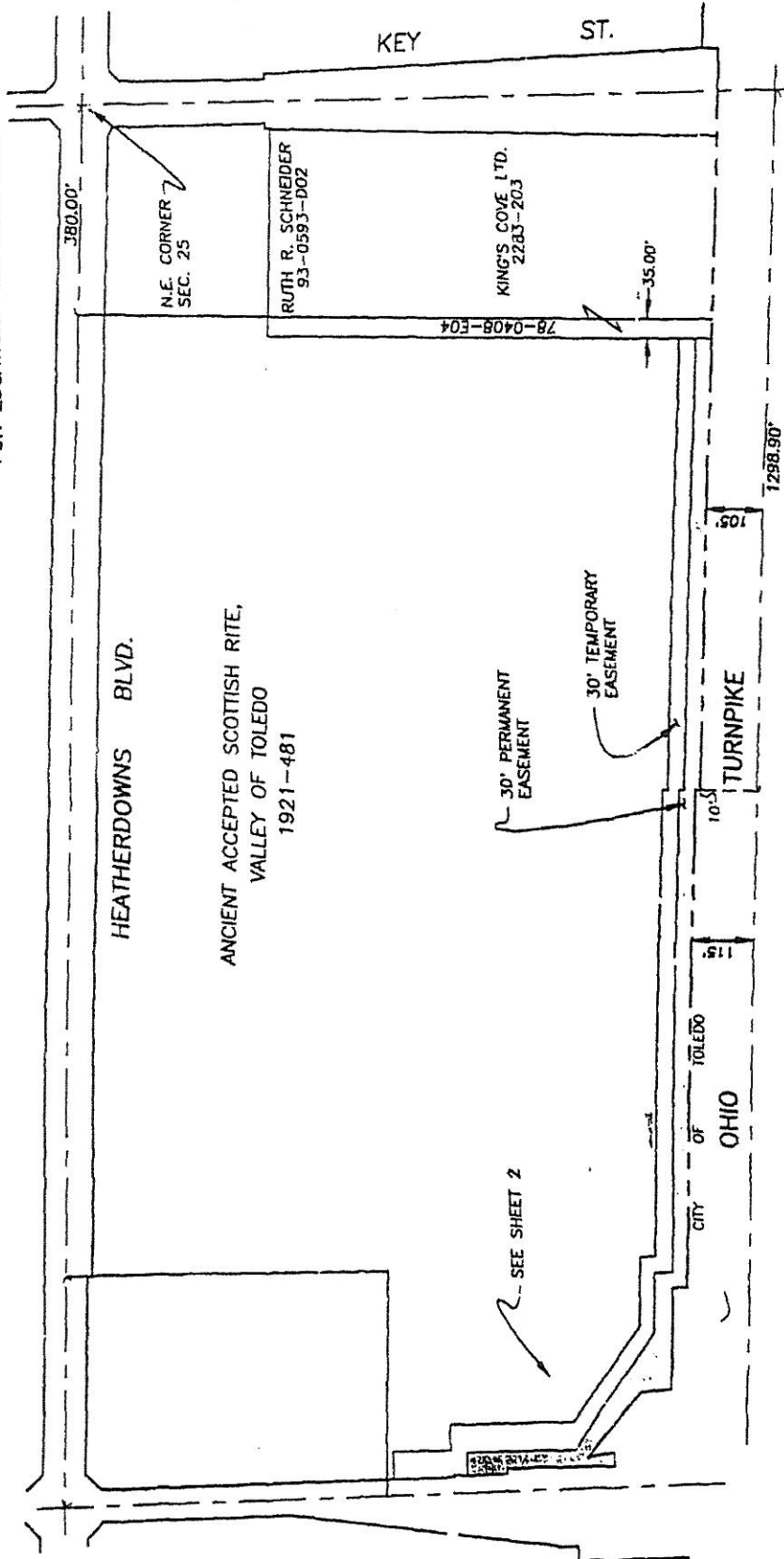
98 716A09

CITY OF TOLEDO
2-25 USR
LUCAS COUNTY, OHIO

SCALE 1"=250'



NOT A BOUNDARY SURVEY
FOR LOCATION PURPOSES ONLY



SHEET 1 OF 2

CITY OF TOLEDO
2-25 USR
LUCAS COUNTY, OHIO

ANCIENT ACCEPTED SCOTTISH, RITE,
VALLEY OF TOLEDO
1921-481

PERMANENT EASEMENT
TEMPORARY EASEMENT

NOTE: N & OTP = N OF & OTH TURNPIKE
E & = E OF CLASS ROAD &

SCALE 1" = 100'

SHEET 2 OF 2

5000
RECEIVED & RECORDED
DEC 21 1998
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO

FS
FINKBEINER, PETTIS, AND STROUT INC.
CONSULTING ENGINEERS
TOLEDO, OHIO

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