

**RESOLUTION NO. 71 - 18**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER J Anne Rau ON THE  
19<sup>th</sup> DAY OF November, 2018.

A RESOLUTION AUTHORIZING THE CITY MANAGER,  
ON BEHALF OF THE CITY OF CENTERVILLE, TO ENTER  
INTO A WATERCOURSE AND CULVERT POST-  
CONSTRUCTION OPERATION AND MAINTENANCE  
AGREEMENT WITH GATEWAY LOFTS CENTERVILLE, LLC.

WHEREAS, Gateway Lofts Centerville, LLC owns property located in the City of Centerville along Alex-Bell Road (the "Property"); and

WHEREAS, there is a watercourse contained on the Property that requires a bridge and other alterations to the watercourse; and

WHEREAS, pursuant to a Development Permit required by Section 9.37 of the Unified Development Ordinance (the "UDO"), the owner of the Property is required to maintain and repair such watercourse and any associated alterations to the watercourse; and

WHEREAS, the Owner, Gateway Lofts Centerville, LLC, and its successors and assigns agrees to such perpetual maintenance of the bridge and associated alterations to the watercourse.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to execute the Watercourse and Culvert Post-Construction Operation and Maintenance Agreement between the City of Centerville and Gateway Lofts Centerville, LLC for maintenance and repair of the watercourse located on the Property, including but not limited to the bridge and associated alterations to the watercourse located on the Property. A copy of said Agreement is attached hereto incorporated herein, marked Exhibit "A".

Section 2. That this resolution shall become effective at the earliest date allowed by law.

PASSED this 19<sup>th</sup> day of November, 2018.


  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 71-18, passed by the Council of the City of Centerville, Ohio, on the 19<sup>th</sup> day of November, 2018.

  
\_\_\_\_\_  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

**WATER COURSE AND CULVERT  
POST-CONSTRUCTION OPERATION AND MAINTENANCE AGREEMENT**

**PROJECT NAME: Gateway Lofts Centerville**

This Post-Construction Operation and Maintenance Agreement ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between **Gateway Lofts Centerville, LLC, an Ohio limited liability company** (the "Owner") and the City of Centerville, Ohio, an Ohio municipal corporation, (the "City"), provides as follows:

**WHEREAS**, the Owner is responsible for certain real estate shown as Parcel ID Nos. 068-01706 0001, 068-00309 0066, 068-00309 0069, 068-00309 0005, 068-00309 0010 that is to be developed as **Gateway Lofts Centerville** and referred to as the Property and more fully described in the legal description attached hereto as Exhibit "1"; and

**WHEREAS**, the City and the Owner, each for itself and its successors and assigns, agree that the health, safety and welfare of the residents of the City and the protection and maintenance of the watercourse require Owner to maintain the bridge and associated alterations to the watercourse located on the Property as shown within the Site Construction Plans for the project Gateway Lofts – Centerville, dated September 10, 2018; and

**WHEREAS**, Owner has made application and received a Development Permit as required by Section 9.37 of the Unified Development Ordinance of the City of Centerville, a copy of which is attached hereto as Exhibit "2" and incorporated herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

**OPERATION AND MAINTENANCE PLAN  
FOR THE WATERCOURSE AND CULVERT**

1. The Owner agrees to maintain in perpetuity the altered watercourse and culvert in accordance with CLOMR Case No, 18-05-4904R in a manner that will allow the altered watercourse and culvert to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the City approved Plan pertaining to the Property.
2. The Owner shall perform all maintenance in accordance with the Plan and required Permits and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the City.

**ALTERED WATERCOURSE AND CULVERT**

1. The Owner shall inspect the altered watercourse and culvert identified within the Plan at least twice per year, or more frequently as specified in the City approved Plan.
2. Inspection reports shall be prepared for the altered watercourse and culvert located at the Property and include the following information at a minimum:
  - Project name and address;
  - Inspection date;
  - Indicate the altered watercourse and culvert inspected and identify the inspected components;
  - Summary of inspection results including necessary repairs and maintenance; and
  - Pictures taken during the time of the inspection.

The Owner shall retain a copy of the inspection reports and maintenance and repair records and submit copies of the reports to the City by **December 31st** for the altered watercourse and culvert requiring a biannual inspection. If the altered watercourse and culvert are to be inspected more frequently, as specified in the City approved Plan, the Owner shall submit inspection reports based on a schedule prescribed within the Plan.

Inspection reports to be submitted to:

**The City Engineer  
City of Centerville  
7970 South Suburban Road  
Centerville, Ohio 45458**

3. The Owner grants permission to the City, its employees and authorized agents, to enter upon the Property and to inspect all aspects of the watercourse whenever the City deems necessary. The City shall provide the Owner copies of the City inspection findings and a directive to commence with necessary repairs.
4. The Owner shall make all repairs within **30 days** of their discovery as identified within the Owner inspections or through a request for the City resulting from the City conducted inspections. This time may be extended if both the Owner and the City agree that an extension is reasonably required. If repairs will not occur within **30 days**, the Owner must receive written approval from the City for an alternative repair schedule.
5. In an event of any default or failure by the Owner in properly maintaining the altered watercourse and culvert in accordance with the approved Construction Plans as determined by the City, or, in the event of an emergency, as determined by the City, it is the sole discretion of the City, after providing reasonable notice to the Owner, to enter the property and take whatever steps necessary to correct deficiencies and to charge the cost of such repairs to the Owner. The Owner shall reimburse the City within **30 days** upon demand, for costs expended by the City in performing such necessary maintenance or repairs and shall constitute a lien against the properties of the Owner. Nothing herein shall obligate the City to maintain the altered watercourse and culvert.

#### **INDEMNIFICATION**

The Owner hereby agrees that it shall save, hold harmless, and indemnify the City and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the altered watercourse and culvert, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the altered watercourse and culvert.

In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City for all reasonable expenses (direct and indirect) incurred within thirty (30) days of receipt of invoice from the City, including but not limited to reasonable attorneys' fees. If the Owner fails to reimburse the City within thirty (30) days, the City may certify the charge to the County Auditor so that the charge will be collected at the next tax collection. The County Auditor will place the charge on the tax duplicate of the county, with interest and penalties allowed by law, and it shall be collected as other taxes are collected.

The parties hereto expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Agreement.

**COVENANT**

This Agreement shall be a covenant that runs with the Property and/or equitable servitude and shall be to the benefit of and shall be binding upon the parties hereto, their respective heirs, successors and assigns, and all subsequent owners of the Property, in perpetuity.

The current Owner shall promptly notify the City when the Owner legally transfers any of the Owners responsibilities for the altered watercourse and culvert. The Owner shall supply the City with a copy of any document or transfer, executed by both parties.

Upon execution of the Agreement, it shall be recorded by the Montgomery County Recorder's Office at Owner's expense.

**AMENDMENT AND TERMINATION**

This Agreement may be amended or terminated only by written consent of the Owner or a Transferee and the City.

**IN WITNESS WHEREOF**, the Owner has caused this Agreement to be signed in its name by a duly authorized person.

**Gateway Lofts Centerville, LLC,  
an Ohio limited liability company**

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

\_\_\_\_\_  
Date

The City of Centerville, Ohio

\_\_\_\_\_  
By: Wayne S. Davis  
Its: City Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Scott A. Liberman  
Municipal Attorney

\_\_\_\_\_  
Date

STATE OF OHIO )  
COUNTY OF MONTGOMERY ) SS:

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, a Notary Public in and for said county and state, personally came WAYNE S. DAVIS, City Manager of the CITY OF CENTERVILLE, who acknowledged the signing thereof to be his 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 MONTGOMERY        ) SS:

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, a Notary Public in and for said County, personally came the above \_\_\_\_\_, the Owner of Property Parcel No. \_\_\_\_\_, and acknowledged the signing of the same to be his voluntary act and deed.

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

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

Prepared by: EMH&T

EXHIBIT "1"

Parcel IDs

068-017-06-001  
068-003-09-066  
068-003-09-069

Situate in the City of Centerville, County of Montgomery, State of Ohio and being those parcel(s) of real property more particularly described in Exhibits "1A", "1B" and "1C" set forth herein below

Subject to all easements, agreements, conditions, covenants, restrictions and limitations of record, to all highways and zoning restrictions; excepting from said covenants the installments of real estate taxes and assessments becoming due and payable in June or December next following the execution hereof, and thereafter.

Exhibit 1 A

*068 01706 0001*

Situate in the City of Centerville, County of Montgomery and State of Ohio and being Lot Numbered ONE (1) Chardonay Valley Section One, as recorded in Plat Book "137", Page 51 of the Plat Records of Montgomery County, Ohio EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

Situate in the City of Centerville, County of Montgomery and State of Ohio and being Units Numbered 6924, 6908, 6827, 6848, 6851, 6883, 6896, 6871, 6895 and 6919, together with each of said Unit's undivided percentage of interest in the common areas and facilities of French Manor Condominium, as the same is shown of record upon the drawings and described in the Declaration of said Condominium, and in any amendment thereto, which are recorded in the deed and plat records of Montgomery County, Ohio, as follows:

<u>INSTRUMENT</u>	<u>DEED RECORDS</u>	<u>PLAT RECORDS</u>
Declaration	89-242-A01	139-40
First Amendment	89-591-D07	141-16
Second Amendment	94-136-A01	156-13

Exhibit 1 B

*068 00309 0066*

Situate in Section 20, Town 2, Range 6 MRS, City of Centerville, County of Montgomery, State of Ohio, and being more particularly described as follows:

Beginning at an iron pin found at the northeast corner of interstate Executive Center as recorded in Plat Book 129, Page 52, said point being on the north right-of-way line of Versailles Drive and the north line of Lot Number 1 on Chardon Valley Section One as recorded in Plat Book 137, Page 51, thence along the north line of said Lot 1, North 89°19'00" East a distance of 160.50 feet to a 5/8" iron pin set;

thence along a curve to the right a distance of 97.13 feet (Radius: 488.90 feet, I-Angle: 11°23'00", Chord Bearing: South 84° 05'31" East, Chord Length: 96.97 feet) to the TRUE PLACE OF BEGINNING.

thence along a new division line along a curve to the right a distance of 45.58 feet (Radius: 486.90 feet, I-Angle: 05° 02' 31", Chord Bearing: South 76°37'46" East, Chord Length: 45.57 feet) to a 5/8" iron pin set;

thence continuing along a new division line, South 73°57'32" East a distance of 45.87 feet to a 5/8" iron pin set;

thence South 00° 04' 10" East a distance of 14.81 feet to a 5/8" iron pin set on the north line of said Lot 1;

thence along the north line of said Lot 1, North 72°15'19" West a distance of 34.38 feet;

thence continuing along the north line of said Lot 1, along a curve to the left a distance of 57.61 feet (Radius: 542.61 feet, I-Angle: 06° 04' 58", Chord Bearing: North 75° 17' 47" West, Chord Length: 57.58 feet);

thence continuing along said Lot 1, North 00° 41' 00" West a distance of 12.93 feet to the place of beginning.

Containing 0.028 acres, more or less.

Subject to all legal highways, easements, and restrictions of record.

Basis of Bearings: MF 87-664 A10

A (5/8" iron pin set) refers to a 30' long rebar with a plastic identification cap stamped "S.W.D. 6819".

Exhibit 1 C

008 00309 0009

Situate in Sections 20, Township 2, Range 6 MRS, City of Centerville, County of Montgomery, State of Ohio, and being part of the 13.956 acre tract conveyed to SK Realty Company, LLC, by deed recorded in MF 1198-0428 E06 (all references to deeds,



microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning for reference at an iron pin with S.W.D. #6819 cap (found) at the Northwest corner of Lot 1 of Chardonney Valley Section One owned by Chardonney Development Corporation as recorded in MF 87 664 A 10, and Plat Book 137 Page 51;

Thence, S85° 41' 03"E with the North line of said Lot 1, 160.50 feet to the True Point of Beginning of the tract herein described, witness a 5/8" dia iron pin with S.W.D. cap (found); N24° 50' 33" W, 0.35';

Thence, S85° 41' 03"E, with a new division line and continuing with the North line of said Lot 1, 96.50 feet to an iron pin (set);

Thence S04° 18' 57"W, and a new division line and continuing with the north line of said Lot 1, 9.62 feet to and iron pin (set);

Thence westerly along a curve to the left having a radius of 488.90 feet, an arc distance of 97.13 feet, a delta angle of 11° 23'00" and a chord bearing of N79° 59' 29"W with a chord distance of 96.97 feet, and the North line of Chardonney Development Corporation as recorded in MF 87 664 A 10 and Sur.98-31 to the True Point of Beginning, containing 0.007 acres more or less. Subject to all legal right of ways, easements, highways and restrictions of record.

This description was prepared from a field survey performed by Woolpert LLP, under the direction of Christopher S. Harmon, Registered Surveyor #7988, in January of 2000. Bearings based upon the North American Datum of 1983, Ohio South Zone 3402. Distances used are ground distances.

All iron pins described as set are 5/8" dia. X 30" long with red plastic caps stamped "Woolpert LLP".

Parcel ID

068-003-09-005

068 00309 0005, 6

Situate in the City of Centerville, County of Montgomery, State of Ohio and being those parcel(s) of real property more particularly described in Exhibit "1D" attached hereto and incorporated herein by reference.

Subject to all easements, agreements, conditions, covenants, restrictions and limitations of record, to all highways and zoning restrictions; excepting from said covenants the installments of real estate taxes and assessments becoming due and payable in June or December next following the execution hereof, and thereafter.

Exhibit 1D

Description Of  
7.511 Acres-Tract 1  
located in  
Section 20, Town. 2, Range 6 M.Rs.  
City of Centerville  
Montgomery County, Ohio

Situate in Section 20, Town. 2, Range 6, M.Rs., City of Centerville, County of Montgomery, State of Ohio, being a 7.511 acre part of a 20,000 acre tract conveyed to the Chardonnay Development Corporation, as recorded in Deed Microfiche Number 87-0664410 of the Deed Records of Montgomery County, Ohio, said tract being more fully bounded and described as follows:

Commencing at a metal capped iron pin (found), stamped "McDougall Marsh, Chico" inside a Montgomery County monument box, said iron pin lying in the west line of Section 20, said iron pin being station 1061+45.76 on the centerline of construction, as delineated in the Montgomery County roadway improvement plans (MOT-725-20.10), said plans being recorded in Book 179, Page 26 of the Plat Records of Montgomery County, Ohio; thence, with the west line of Section 20, South  $04^{\circ} 42' 07''$  West, a distance of 6.00 to a point, said point being the southwest corner of Section 20, said point lying in the centerline of Alexandersville-Bellbrook Road (A.K.A. SR 725), said point also being station 1061+45.76 on the centerline of survey and centerline of right of way, as delineated in said MOT-725-20.10; thence, with the south line of Section 20 and with the centerline of SR 725, South  $86^{\circ} 34' 26''$  East, a distance of 944.06, feet to a point, thence, North  $06^{\circ} 37' 58''$  East, a distance of 60.09 feet, to a 5/8" rebar w/ plastic cap (set) stamped "D. Reynolds, PS 8126", said rebar lying in the northerly right of way of SR 725, said point being the southwesterly corner of said Chardon Valley Section One, as recorded in Book 137, Page 51 of the Plat Records of Montgomery County, Ohio, said rebar being the Point of Beginning of the hereinafter described 7.511 acre tract;

Thence, North  $06^{\circ} 37' 58''$  East, passing a 5/8" rebar (found) at 190.02, in all a distance of 253.07 feet to a corner, witness a 5/8" rebar (found) with plastic cap stamped "SWD" bears North  $26^{\circ} 40' 03''$  West, a distance of 0.61 feet;

Thence, North  $27^{\circ} 08' 08''$  West, a distance of 550.00 feet to a 5/8" rebar (found) with plastic cap stamped "CESO" witness a 5/8" rebar (found) with plastic cap stamped "SWD", bears North  $70^{\circ} 42' 23''$  West, a distance of 1.02 feet;

Thence, North  $51^{\circ} 25' 32''$  West, a distance of 283.49 feet to a 5/8" rebar (set) with plastic cap stamped ALD Reynolds PS 8126", said rebar being a southwesterly corner of said Chardon Valley Section One;

Thence, with the southerly and with the westerly lines of said Chardon Valley Section One, the following twenty-four (24) courses:

1. Thence, North  $00^{\circ} 20' 37''$  West, a distance of 63.55 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
2. Thence, North  $04^{\circ} 29' 08''$  East, a distance of 10.00 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
3. Thence, South  $85^{\circ} 30' 52''$  East, a distance of 128.00 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
4. Thence, with a curve to the right, said curve having a curve radius of 508.64 feet, a delta angle of  $18^{\circ} 25' 41''$ , an arc length of 163.59 feet, a chord bearing of South  $76^{\circ} 18'$

02" East and a chord distance of 162.89 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126",

5. Thence, South 67° 05' 11" East, a distance of 12.64 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

6. Thence, with a curve to the right, said curve having a curve radius of 15.00 feet, a delta angle of 81° 26' 11", an arc length of 21.32 feet, a chord bearing of South 26° 22' 06" East and a chord distance of 19.57 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

7. Thence, South 62° 56' 53" East, a distance of 28.68 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds, PS 8126";

8. Thence, with a curve to the right, said curve having a curve radius of 15.00 feet, a delta angle of 92° 42' 25", an arc length of 24.27 feet, a chord bearing of North 60° 45' 41" East and a chord distance of 21.71 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

9. Thence, with a curve to the left, said curve having a curve radius of 453.14 feet, a delta angle of 12° 04' 38", an arc length of 95.52 feet, a chord bearing of South 78° 55' 26" East and a chord distance of 95.34 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

10. Thence, South 38° 04' 49" East, a distance of 162.16 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

11. Thence, South 38° 15' 16" East, a distance of 115.66 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

12. Thence, South 22° 06' 48" East, a distance of 142.90 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

13. Thence, South 16° 47' 46" East, a distance of 97.58 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

14. Thence, South 31° 42' 37" East, a distance of 125.64 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

15. Thence, South 32° 16' 07" East, a distance of 58.56 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

16. Thence, South 24° 10' 08" East, a distance of 78.58 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

17. Thence, South 03° 13' 48" West, a distance of 97.55 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
18. Thence, North 86° 46' 12" West, a distance of 100.59 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
19. Thence, with a curve to the right, said curve having a curve radius of 15.00 feet, a delta angle of 89° 04' 33", an arc length of 23.32 feet, a chord bearing of North 42° 13' 56" West and a chord distance of 21.04 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
20. Thence, North 83° 04' 53" West, a distance of 28.13 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
21. Thence, with a curve to the right, said curve having a curve radius of 15.00 feet, a delta angle of 97° 52' 34", an arc length of 25.62 feet, a chord bearing of South 50° 18' 29" West and a chord distance of 22.62 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
22. Thence, South 09° 14' 15" West, a distance of 28.00 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
23. Thence, with a curve to the left, said curve having a curve radius of 239.51 feet, a delta angle of 05° 11' 17", an arc length of 21.69 feet, a chord bearing of South 83° 21' 06" East and a chord distance of 21.68 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
24. Thence, South 03° 13' 48" West, a distance of 123.52 feet to a 5/8" rebar (set) with a plastic cap stamped "D. Reynolds PS 8126", said rebar lying in the northerly right of way of SR 725;

Thence, with the northerly right of way of SR 725 and parallel to the south line of Section 20, North 86° 34' 26" West, a distance of 229.58 feet to the Point of Beginning, containing 7.511 acres, more or less, and being subject to all easements and rights of way of record.

Basis of Bearings established as South 86°34'26" East along the south line of Section 20, as determined based on GPS observations. Bearings based on US State Plane Coordinates, Ohio South Zone #3402, NAD83. The south line of Section 20 determined by existing centerline of construction monuments set by "McDougall, Marsh & Chico" as delineated in said Montgomery County roadway improvement plans "MOT-725-20.10".

This description was prepared from an actual field survey performed under my direct supervision, David M. Reynolds, Ohio Professional Surveyor Number 8126, said survey dated June 2003 and all monuments referenced herein and placed on the ground represent

the boundaries of the herein described tract.

Parcel IDs

068-003-09-005  
068-003-09-059  
068-003-09-064  
068-006-08-003

Situate in the City of Centerville, County of Montgomery, State of Ohio and being those parcel(s) of real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Subject to all easements, agreements, conditions, covenants, restrictions and limitations of record; to all highways and zoning restrictions; excepting from said covenants the installments of real estate taxes and assessments becoming due and payable in June or December next following the execution hereof, and thereafter.

Description of  
24.936 Acres v- Tract 2  
located in  
Section 20, Town, 2, Range 6 M.Rs.  
City of Centerville  
Montgomery County, Ohio

068 00309 00 0; 59, 6  
068 00608 0003, 2

Situate in Section 20, Town, 2, Range 6, M.Rs., City of Centerville, County of Montgomery, State of Ohio, being all of a 6.392 acre tract conveyed to Chardonay Development Corporation, as recorded in Deed Microfiche Number 88-0535C11, being part of a 10,000 acre tract conveyed to Chardonay Development Corporation, as recorded in Deed Microfiche Number 89-0015C06, being all of a 10,4415 acre tract conveyed to Chardonay Development Corporation, as recorded in Deed Microfiche Number 98-04281D04 and being part of a 20,000 acre tract conveyed to the Chardonay Development corporation, as recorded in Deed Microfiche Number 87-0664A10, all being recorded in the Deed Records of Montgomery County, Ohio, said tract being 24,936 acres and being more fully bounded and described as follows:

Commencing at a metal capped iron pin (found), stamped "McDougall, Marsh, Chico" inside a Montgomery County monument box, said iron pin lying in the west line of Section 20, said iron pin being station 1061+45.76 on the centerline of construction, as delineated in the Montgomery County roadway improvement plans (MOT-725-20.10), said plans being recorded in Book 179, Page 26 of the Plat Records of Montgomery County, Ohio; thence, with the west line of Section 20, South 04° 42' 07" West, a distance of 6.00 feet to a point, said point being the southwest corner of Section 20, said iron pin lying in the centerline of Alexandersville-Bollbrook Road (A.K.A. SR 725); thence, with the south line of Section 20 and with the centerline of SR 725, South 86° 34'

26" East, a distance of 1 502.82 feet to a point, said point being the southeasterly corner of Chardonay Valley Section One, as recorded in Book 137, Page 51 of the Plat Records of Montgomery County, Ohio; thence, with the easterly line of said Chardonay Valley Section One, along a curve to the right, said curve having a curve radius of 1279.44 feet, a delta angle of  $02^{\circ} 43' 55''$ , an arc length of 61.01 feet, a chord bearing of North  $06^{\circ} 57' 35''$  West and a chord distance of 61.00 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126", said rebar being the Point of Beginning of the hereinafter described 24.936 acre tract;

Thence, continuing with the easterly line and the northerly line of said Chardonay Valley Section One, the following ten (10) courses:

1. Thence, along a curve to the right, said curve having a curve radius of 1279.44 feet, a delta angle of  $12^{\circ} 12' 00''$ , an arc length of 272.43 feet, a chord bearing of North  $00^{\circ} 30' 19''$  East and a chord distance of 271.91 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
2. Thence, North  $06^{\circ} 36' 19''$  East, a distance of 423.00 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
3. Thence, North  $39^{\circ} 24' 52''$  West, a distance of 220.00 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126", said rebar being a southwesterly corner of said Chardonay Valley Section One;
4. Thence, North  $00^{\circ} 25' 08''$  East, a distance of 155.00 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
5. Thence, North  $39^{\circ} 04' 52''$  West, a distance of 89.24 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
6. Thence, South  $52^{\circ} 51' 10''$  West, a distance of 106.46 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
7. Thence, with a curve to the right, said curve having a curve radius of 453.14 feet, a delta angle of  $18^{\circ} 54' 25''$ , an arc length of 149.53 feet, a chord bearing of South  $62^{\circ} 18' 22''$  West and a chord distance of 148.85 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
8. Thence, with a curve to the right, said curve having a curve radius of 368.50 feet, a delta angle of  $04^{\circ} 21' 28''$ , an arc length of 28.03 feet, a chord bearing of North  $16^{\circ} 24' 27''$  West and a chord distance of 28.02 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
9. Thence, with a curve to the right, said curve having a curve radius of 425.14 feet, a delta angle of  $41^{\circ} 16' 31''$ , an arc length of 306.27 feet, a chord bearing of North  $87^{\circ} 43' 25''$  West and a chord distance of 299.69 feet, to a 5/8" rebar (set) with plastic cap

stamped "D. Reynolds PS 8126";

10. Thence, North 67° 05' 11" West, a distance of 26.26 feet to a 5/8" rebar (found) with plastic cap stamped "Woolpert";

Thence, with the easterly line of a 13.949 acre tract conveyed to S.K. Realty Company LLC, as recorded in Deed Microfiche Number 00-0454C11 of the Deed Records of Montgomery County, Ohio, the following five (5) courses:

1. Thence, North 04° 19' 42" East, a distance of 172.48 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
2. Thence, with a curve to the left, said curve having a curve radius of 50.81 feet, a delta angle of 38° 04' 42", an arc length of 33.77 feet, a chord bearing of North 80° 15' 04" East and a chord distance of 33.15 feet, to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
3. Thence, North 61° 12' 40" East, a distance of 250.00 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
4. Thence, North 30° 13' 53" West, a distance of 425.72 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";
5. Thence, North 03° 17' 46" West, a distance of 229.19 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126", said rebar lying in the southerly right of way of Interstate 675, as recorded as 65-WL in Deed Microfiche Number 79-0107D10 of the Deed Records of Montgomery County, Ohio;

Thence, with the southerly right of way of Interstate 675, North 71° 58' 44" East, a distance of 825.00 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126";

Thence, continuing with the southerly right of way of Interstate 675, North 45° 47' 57" East, a distance of 89.11 feet to a 5/8" rebar (found) with plastic cap stamped "Tri-City Eng.", said rebar being the northwesterly corner of Lot 1 of the Steeple Chase subdivision, as recorded in Book 127, Page 23 of the Plat Records of Montgomery County, Ohio;

Thence, with the westerly line of Steeple Chase subdivision, along a curve to the right, said curve having a curve radius of 1891.95 feet, a delta angle of 10° 16' 54", an arc length of 339.51 feet, a chord bearing of South 01° 21' 20" West and a chord distance of 339.05 feet, to a 5/8" rebar (found) with plastic cap stamped "Tri-City Eng.";

Thence, continuing with the Steeple Chase subdivision, South 06° 29' 47" West, a distance of 17.81 feet to a 5/8" rebar (found) with plastic cap stamped "Tri-City Eng.";



Thence, South 86° 23' 55" East, a distance of 109.48 feet to a 5/8" rebar (found) with plastic cap stamped "Tri-City Eng.";

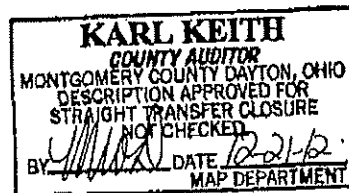
Thence, South 04° 14' 00" West, a distance of 1864.71 feet to a 5/8" rebar (set) with plastic cap stamped "D. Reynolds PS 8126", said rebar lying in the northerly right of way of SR 725, as recorded as Parcel No. 7-WD in Deed Microfiche Number 01-0254E09 of the Deed Records of Montgomery County, Ohio;

Thence, with the northerly right of way of SR 725 and parallel to the south line of Section 20, North 86° 34' 26" West, a distance of 155.57 feet to the Point of Beginning, containing 24.936 acres, more or less, and being subject to all easements and rights of way of record.

Basis of Bearings established as South 86° 34' 26" East along the south line of Section 20, as determined based on OPS observations. Bearings based on US State Plane Coordinates, Ohio South Zone #3402, NAD83. The south line of Section 20 determined by existing centerline of construction monuments set by "McDougall, Marsh & Chico" as delineated in said Montgomery County roadway improvement plans "MOT-725-20.10".

This description was prepared from an actual field survey performed under my direct supervision, David M. Reynolds, Ohio Professional Surveyor Number 8126, said survey dated June 2003 and all monuments referenced herein and placed on the ground represent the boundaries of the herein described tract.

Together with an easement of ingress and egress as granted in a document recorded in Deed Microfiche 88-720-E09.





# CITY OF CENTERVILLE

## SPECIAL FLOOD HAZARD AREA DEVELOPMENT PERMIT APPLICATION

Application is hereby made for a DEVELOPMENT PERMIT as required by Section 9.37, Floodplain Design Standards, of the Unified Development Ordinance of the City of Centerville for development in an identified flood hazard area. All activities shall be completed in accordance with the requirements of said Section 9.37. The development to be performed is described below and in attachments hereto. The applicant understands and agrees that:

- this permit is issued on the conditions and facts described;
- any permit may be repealed if conditions or facts change;
- permit void if the activity has not begun within 180 days of the issuance date;
- the permit will remain valid for one year from date of issuance.

Owner's Name: Gateway Lofts Centerville, LLC  
 Address: 150 East Broad Street  
 Phone: (614) 883-1123

Builder: HCC Construction LLC  
 Address: 150 East Broad Street  
 Phone: 614-883-1046

NOTE: In addition to completion of this form the applicant agrees to submit any additional information required by the administrator in order to determine that the proposed development is compliant with the local and federal flood damage prevention criteria of the National Flood Insurance Program. Additional information may include but is not limited to: site specific plans to scale showing the nature, location, dimensions and elevations of the area and structure(s) in question.

### DESCRIPTION OF WORK

701 E. Alex Bell, 6701-6999 Grenoble Drive, 625-860

1. Location of proposed development site address: Versailles Drive, Centerville, Ohio  
Legal description: Lot 1 of Subdivision titled 'Gateway Lofts'

2. Kind of development proposed:
- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> new building | <input type="checkbox"/> existing structure | <input checked="" type="checkbox"/> filling/grading |
| <input checked="" type="checkbox"/> residential  | <input type="checkbox"/> alteration         | <input type="checkbox"/> mining/dredging            |
| <input type="checkbox"/> nonresidential          | <input type="checkbox"/> addition           | <input type="checkbox"/> watercourse                |
| <input type="checkbox"/> installation            | <input type="checkbox"/> accessory          | <input type="checkbox"/> alteration                 |
| <input type="checkbox"/> manufactured home       | <input type="checkbox"/> materials storage  | <input type="checkbox"/> other *                    |

\* Describe activity Fill and cut within floodplain for development of Gateway Lofts Centerville. Building construction in area of fill. Construction will include a 3-sided culvert over the existing waterway (MJS 11/1)

3. If the proposed construction is an alteration, addition or improvement to an existing structure, indicate the cost of proposed construction \$ \_\_\_\_\_ . What is the estimated market value of the existing structure \$ \_\_\_\_\_ ?

NOTE: An existing structure must comply with the flood protection standards if it is substantially improved (an improvement equal to or greater than 50% of the market value of the structure). FEMA maintains that the "substantial improvement" definition applies to existing structures only and that once a structure meets the definition of "new construction" any further improvements to that structure must meet "new construction" requirements. For floodplain management purposes "new construction" means structures for which "start of construction" began on or after the effective date of the initial Flood Insurance Rate Map issued by FEMA for the community.

4. Does proposed development involve a subdivision or other development containing at least 50 lots or 5 acres (whichever is less) Yes  No  ?

NOTE: If yes, base flood elevation data is required from applicant if it has not been provided by FEMA.

I AGREE THAT ALL STATEMENTS IN AND ATTACHMENTS TO THIS APPLICATION ARE A TRUE DESCRIPTION OF THE EXISTING PROPERTY AND THE PROPOSED DEVELOPMENT ACTIVITY. I UNDERSTAND THE DEVELOPMENT REQUIREMENTS FOR SPECIAL FLOOD HAZARD AREA ACTIVITIES PER THE UNIFIED DEVELOPMENT ORDINANCE AND AGREE TO ABIDE THERETO. I UNDERSTAND IT IS MY RESPONSIBILITY TO OBTAIN ALL APPLICABLE FEDERAL, STATE AND LOCAL PERMITS.

Applicant's Signature: 

Date: 10 / 4 / 2018

## ADMINISTRATIVE

NOTE: The following is to be completed by the local floodplain administrator. All references to elevations are in feet mean sea level (m.s.l.). The term base flood elevation means the same as the 100-year elevation.

5. Is the proposed development in:  
\_\_\_\_\_ an identified floodway  
\_\_\_\_\_ a flood hazard area where base flood elevations exist with no identified floodway  
\_\_\_\_\_ an area within the floodplain fringe  
\_\_\_\_\_ an approximate flood hazard area (Zone A). If yes, complete only 6a in the following question. See No. 9.

NOTE: Floodway development must demonstrate through hydrologic and hydraulic analysis, performed in accordance with standard engineering practice, that no increase in base flood elevation will result during occurrence of the base flood discharge. If base flood elevations exist with no floodway delineation, hydrologic and hydraulic analysis is required to demonstrate not more than one foot increase at any point to the water surface elevation of the base flood.

- 6a. Does proposed development meet NFIP and local General Standards in Section \_\_\_\_\_ of your regulations?  
\_\_\_\_\_ Construction materials and methods resistant to flood damage  
\_\_\_\_\_ Subdivision designed to minimize flood damage  
\_\_\_\_\_ Anchored properly  
\_\_\_\_\_ Utilities safe from flooding
- 6b. Does proposed development meet NFIP and local Specific Standards in Section \_\_\_\_\_ of your regulations?  
\_\_\_\_\_ Encroachments - proposed action will not obstruct flood waters.  
\_\_\_\_\_ Proposed site grade elevations if fill or topographic alteration is planned.  
\_\_\_\_\_ Proposed lowest floor elevation expressed in feet mean sea level.  
\_\_\_\_\_ Proposed floodproofed elevation expressed in feet mean sea level (nonresidential only).
7. Base flood elevation (100-year) at proposed site \_\_\_\_\_ feet m.s.l.  
Data source \_\_\_\_\_  
Map effective date \_\_\_\_\_ Community-Panel No. \_\_\_\_\_
8. Does the structure contain:  
\_\_\_\_\_ basement \_\_\_\_\_ enclosed area other than basement below lowest floor?
9. For structures in approximate A zones (no BFE available) the structure's lowest floor is \_\_\_\_\_ feet above the highest grade adjacent to the structure.
10. The proposed development is in compliance with applicable floodplain standards.  
PERMIT ISSUED ON \_\_\_\_\_.
11. The proposed development is not in compliance with applicable floodplain standards.  
PERMIT DENIED ON \_\_\_\_\_.  
Reason: \_\_\_\_\_

NOTE: All structures must be built with the lowest floor, including the basement, elevated or floodproofed to or above the base flood elevation (100-year) unless a variance has been granted. Only nonresidential structures may be floodproofed.

12. The proposed development is exempt from the floodplain standards per Section \_\_\_\_\_ of the Flood Damage Prevention Ordinance (Resolution) No. \_\_\_\_\_.

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

13. The certified as-built elevation of the structure's lowest floor is \_\_\_\_\_ feet above msl.\*
14. The certified as-built floodproofed elevation of the structure is \_\_\_\_\_ feet above msl.\*

Note: \*Certification by registered engineer or land surveyor documenting these elevations is necessary if elevations are provided by applicant.

Refer to the attached Water Course and Culvert Post-Construction Operation and Maintenance Agreement.