

**RESOLUTION NO. 85-97**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER Susan Kienesch ON THE  
15th DAY OF December, 1997.

**A RESOLUTION ACCEPTING A PERMANENT  
EASEMENT FROM THE CENTERVILLE-WASHINGTON  
PARK DISTRICT FOR STORMWATER DETENTION.**

WHEREAS, a part of two parcels of land conveyed to the Centerville-Washington Park District is necessary for the temporary detention and storage of stormwater; and

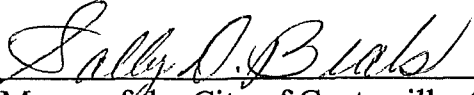
WHEREAS, the Centerville-Washington Park District proposes to grant to the City of Centerville an 11.093 acre portion of land being a part of two parcels conveyed to said District, Parcel 1, as recorded in Microfiche No. 72-464D03 and Parcel 2, Lot No. 35 of Terrace Villa Plat, Plat Book 87, page 57 of the Recorder's Office, Montgomery County, Ohio, for said purpose.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY  
RESOLVES:

Section 1. The City of Centerville hereby accepts an easement for an 11.093 acre portion of land conveyed to the Centerville-Washington Park District, for the temporary detention and storage of stormwater, said property is a portion of the property described in two parcels; Parcel 1 recorded in Microfiche No. 72-464D03 and Parcel 2, Lot No. 35 of Terrace Villa Plat, Plat Book 87, page 57 of the Recorder's Office, Montgomery County, Ohio, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 15th day of December, 1997.

  
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Mayor of the City of Centerville, Ohio

ATTEST:

Marion J. Saughel  
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 85-97, passed by the Council of the City of Centerville, Ohio, on the 15th day of December, 1997.

Marion J. Saughel  
Clerk of Council

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

Department of Law  
Robert N. Farquhar  
Municipal Attorney

EASEMENT FOR STORMWATER DETENTION

KNOW ALL MEN BY THESE PRESENT: That the Centerville-Washington Park District, an Ohio township park district hereby GRANTS to the City of Centerville, Ohio, an Ohio municipal corporation ("City") a PERMANENT EASEMENT for temporary detention and storage of stormwater; for the permanent location and maintenance of storm sewers and storm sewer structures thereon and the right of ingress and egress to the following described area for the purpose of construction, reconstruction, maintenance and repair of the storm sewers and storm sewer structures thereon, all of which shall be a burden upon the following described property which shall run with the land but which, however, shall be subject to the obligations of the City of Centerville as the Grantee hereunder, to the Centerville-Washington Park District as the Grantor hereunder, which are hereinafter set forth in the within Easement and which shall also constitute a burden which shall run with the land:

Situated in the State of Ohio, County of Montgomery, City of Centerville, Township of Washington, located in Section 25, Township 2, Range 6 of the Miami Rivers Survey and being part of two parcels conveyed to the Centerville-Washington Park District, Parcel 1 being conveyed to said District as recorded in Microfiche No. 72-464D03 and Parcel 2 being Lot No. 35 of Terrace Villa Plat, Plat Book 87, Page 57, as recorded in Microfiche No. 79-204A03, all of the above aforementioned referenced being to Recorder's Office, Montgomery County, Ohio and being more particularly bounded and described as follows:

Beginning at the Northeast corner of the Southwest Quarter of said Section 25, said point also being in the center of State Route 48;

Thence South 89° 00' 00" West, a distance of 1283.29 feet to a point, said point being in the North line of said Parcel 1, said point also being the True Point of Beginning of the herein described tract of land;

thence South 1° 00' 00" East, a distance of 350.00 feet to a point; thence South 89° 00' 00" West, a distance of 250.00 feet to a point;

thence South 1° 00' 00" East, a distance of 361.86 feet to a point, said point being in the South line of said Parcel 1 and the North line of said Parcel 2;

thence with said common line South 89° 00' 00" West, a distance of 175.00 feet to a point;

thence South 1° 00' 00" East, a distance of 300.00 feet to a point;

thence South 89° 00' 00" West, a distance of 310.93 feet to a point, said point being in the West line of said Parcel 2;

thence with the West line of Parcel 2 North 3° 51' 15" East, a distance of 301.08 feet to a point, said point being the Southwest corner of Parcel 1, thence, with the West line of Parcel 1 North 3° 51' 15" East, a distance of 714.42 feet to a point, said point being the Northwest corner of Parcel 1;

thence with the North line of Parcel 1, North 89° 00' 00" East, a distance of 650.00 feet to the True Point of Beginning;

The above described Easement contains a total of 11.093 Acres more or less, subject to all easements, restrictions and right-of-ways. This description is based on bearings referenced in the deed description as recorded in Microfiche NO. 72-464D03. This description is based on a review of said Montgomery County deed records and is not a result of a field survey.

Prepared by McCrate Consultants

Prior Instrument: Microfiches # 72-464D04 and 79-204A03 Montgomery County Deed Records.

PROVIDED, HOWEVER, THAT the City, its successors and assignees as the Grantee hereunder and by the acceptance of the within Easement shall be obligated to promptly repair upon written notice from the Park District any damage to the above-described property caused by virtue of its exercise of its rights hereunder including, but not limited to, the following specific obligations of the City which it accepts as consideration of the grant of the within Easement from the Park District:

1. The payment of costs for the repair and maintenance of the berm, storm sewer pipe, storm catch basins and underdrains installed as part of the stormwater detention project, including, but not limited to, damage sustained by Park District turf, trees and lands due to erosion, silting and debris within the easement area caused by the movement of water, stormwater storage and activities of any sort or by virtue of the construction of any improvements incidental to these purposes. Repair and maintenance that is needed in the easement area will be accomplished to the satisfaction of the Park District.
2. The City further agrees with the Park District that by the acceptance of the within Easement that the City will review and consult with the Park District with respect to any construction plans that would change the characteristics of the detention basin or its operation within or outside the easement area or which affect the easement area described herein, and to obtain the Park District's written approval thereto, which said written approval shall not be unreasonably withheld by the Park District.
3. As further consideration for the foregoing Easement, the Park District will be exempt from all future stormwater detention requirements at the Activity Center and Elizabeth Hoy Parks, provided the increased runoff of additional construction is substantially conveyed through the existing detention basin.
4. Provided, however, that regardless of the Easement granted hereunder, the Park District reserves to itself for its public purpose the right in the future to redevelop the Activity Center and Elizabeth Hoy Parks, including the area described herein as being subject to the within "Easement for Drainage Detention" so long as said re-development shall not substantially affect the intent and purpose of the City's drainage plan and the storage capacity for this easement area. Furthermore, the Park District agrees it will exercise due care in planning, construction and placement of any new structures within the drainage easement and assume responsibility for those structures.
5. The foregoing items set forth in the within Easement are consistent with the terms and conditions set forth and agreed to between the City and the Park District in a certain Memorandum dated August 23, 1993.

IN WITNESS WHEREOF, the Centerville-Washington Park District acting through its duly authorized representatives has executed this Easement this \_\_\_\_\_ day of December, 1997.

Witness:

CENTERVILLE-WASHINGTON PARK DISTRICT

\_\_\_\_\_

Harvey B. Smith, President

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Michael J. Rice, Vice-President

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Nancy J. Steinfurth, Secretary

“GRANTOR”

ACCEPTANCE

The foregoing Easement for Stormwater Detention from the Centerville-Washington Park District to the City of Centerville, Ohio, is hereby accepted by the said City of Centerville, Ohio, subject to the terms and conditions set forth therein.

City of Centerville, Ohio

By: \_\_\_\_\_  
Gregory B. Horn, City Manager

State of Ohio  
County of Montgomery SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 1997 by Harvey B. Smith, President, Michael J. Rice, Vice-President, and Nancy J. Steinfurth, Secretary of the Centerville-Washington Park District, the Grantor.

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Notary Public