

RESOLUTION NO. 51-20
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Mark Engert ON THE
10th DAY OF August, 2020.

**A RESOLUTION ACCEPTING EASEMENTS FOR ROADWAY
PURPOSES FROM SEVEN STAR PROPERTIES, LLC.**

WHEREAS, a parcel of land conveyed to Seven Star Properties, LLC, is necessary for the establishment, construction, reconstruction, widening, repair or maintenance of a public road thereon; and

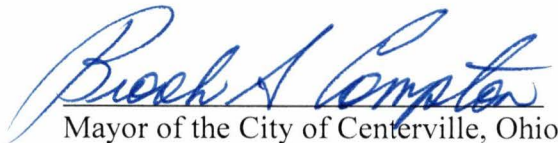
WHEREAS, Seven Star Properties, LLC, propose to grant to the City of Centerville a permanent easement and a temporary easement for a portion of land more fully described in the Easements attached hereto as Exhibits "1" and "2", and referenced as Tax Parcel No. O68-00135-0017 and recorded in I.R. Deed 18-023331 of Montgomery County, Ohio for said purpose.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City of Centerville hereby accepts a permanent and a temporary easement for a portion of the land conveyed to Seven Star Properties, LLC, for the establishment, construction, reconstruction, widening, repair or maintenance of a public road, said land being and referenced as Tax Parcel No. O68-00135-0017 and recorded in I.R. Deed 18-023331 of Montgomery County, Ohio, and more particularly described in Exhibits "1" and "2" attached hereto and made a part hereof.

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

PASSED this 10th day of August, 2020.


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 51-20, passed by the Council of the City of Centerville, Ohio, on the 10th day of August, 2020.



Clerk of Council

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

Department of Law
Scott A. Liberman
Interim Municipal Attorney

EXHIBIT "A"

Situate in the City of Centerville, Montgomery County, Ohio and being a storm sewer easement 20 feet in width for the purpose of, installation, maintenance, repair and/or replacement of said storm sewer upon part of Part Lot 23 of the Benjamin Robbins Plat as recorded in Plat Book 1, Page 11 and as conveyed to Joseph M. and Joan M. Beyerle by Deed MF# 92-206D08 of the deed records of Montgomery County, Ohio and being more particularly described as follows:

Beginning at an 5/8" rebar set at the northwest corner of Lot 23 of said Benjamin Robbins Plat, said rebar set also being the northeast corner of Lot 24 of said Plat;

thence N 84°53'42" E with the north line of Part Lot 23 and also being the south line of a 0.67 acre tract conveyed to Michael W. & Cynthia Sue Majusick by I.R. # 03-004408 a distance of 48.18 feet to a 5/8" rebar set at the northwest corner of Part Lot 23 as conveyed to the City of Centerville by I.R. # 05-011937;

thence S 01°04'21" W with the east line of said Beyerle's Part Lot 23 and also being the west line of said Centerville's Part Lot 23 a distance of 20.12 feet to a point;

thence S 84°53'42" W through said Beyerle's Part Lot 23 and being 20 feet south of and parallel to the north line of said Part Lot 23 a distance of 48.18 feet to a point in the west line of Lot 23 and also being the east line of said Lot 24 as conveyed to Beyerle Family Partners by Deed MF# 97-005D04 and also known as Part Lot 24;

thence N 01°04'21" E with the west line of said Lot 23 and the east line of said Lot 24 a distance of 20.12 feet to the True Point of Beginning, subject to all legal conditions, easements and rights-of-way of record. This description prepared by McDougall, Marsh, & Chico, based on a survey made by same in January 2004 and June 2005. Bearings are assumed for the purpose of angular measurement only.

LPA RE 807
Rev. 10/2017

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TEMPORARY EASEMENT

Seven Star Properties, LLC, the Grantor(s), in consideration of the sum of \$57.00, to be paid by City of Centerville, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 3-T

MOT-48-2.23

SEE EXHIBIT A ATTACHED

Montgomery County Current Tax Parcel No. O68-00135-0017

Prior Instrument Reference: I.R. Deed 18-023331, Montgomery County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

Grantee's rights pursuant to this Temporary Easement are subject to the following terms and conditions:

(i) Continuous vehicular ingress and egress to and from the Grantor's parcels and the adjoining public roads shall be maintained at all times and Grantee shall not block or obstruct the entrances connecting Grantor's parcel to such public roads;

(ii) Grantee shall not allow any debris or trash to accumulate within the easement area or any adjoining areas arising from the activities of Grantee, its employees, agents, or contractors. Promptly after completion of any construction, installation, relocation, maintenance and/or repair of, or connection to, any such activity within the easement area, Grantee shall repair and restore the surface of the ground, and any improvements thereon, to a condition that is equivalent or better than the condition of the property preceding the work, including but not limited to patching, resurfacing, repaving, repairing, replacing, striping and restriping of pavement, sidewalks, curbs and gutters, landscaping, and grass areas, with like kind materials;

(iii) Grantee shall be responsible for locating any above-ground and below-ground improvements within the easement area, including but not limited to utility and drainage lines and pipes. Grantee shall be liable for any damage or loss resulting from damage to utility lines caused by Grantee, its employees, agents, or contractors and, without limiting Grantor's liability, Grantee shall promptly repair and restore any such damage;

(iv) Grantee shall give Grantor and the tenant of Grantor's parcel upon which the easement area is located prior reasonable notice before commencing any work on, in or under the easement area.

IN WITNESS WHEREOF Seven Star Properties, LLC has caused its name to be subscribed by Rajinder Kumar, its duly authorized Manager, and its duly authorized agent on the _____ day of _____, _____.

Seven Star Properties, LLC

By: _____

Print name

Office Held

STATE OF OHIO, COUNTY OF MONTGOMERY SS:

This is an acknowledgement clause; no oath or affirmation was administered to the signer.

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Rajinder Kumar, who acknowledged being the Manager and duly authorized agent of Seven Star Properties, LLC, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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

NOTARY PUBLIC

My Commission expires: _____

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LPA RE 804
Rev. 10/2017

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EASEMENT

Seven Star Properties, LLC, the Grantor, in consideration of the sum of \$1,991.00, to be paid by City of Centerville, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 3-SH

MOT-48-2.23

SEE EXHIBIT A ATTACHED

Montgomery County Current Tax Parcel No. O68-00135-0017

Prior Instrument Reference: I.R. Deed 18-023331, Montgomery County Recorder's Office.

Grantor, for itself and its successors and assigns, covenant(s) with the Grantee, its successors and assigns, that it is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed for the above-stated purpose, the Grantor has a right under Section 163.211 of the Revised Code to repurchase

the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated.

Grantee's rights pursuant to this Easement are subject to the following terms and conditions:

(i) Continuous vehicular ingress and egress to and from the Grantor's parcels and the adjoining public roads shall be maintained at all times and Grantee shall not block or obstruct the entrances connecting Grantor's parcel to such public roads;

(ii) Grantee shall not allow any debris or trash to accumulate within the easement area or any adjoining areas arising from the activities of Grantee, its employees, agents, or contractors. Promptly after completion of any construction, installation, relocation, maintenance and/or repair of, or connection to, any such activity within the easement area, Grantee shall repair and restore the surface of the ground, and any improvements thereon, to a condition that is equivalent or better than the condition of the property preceding the work, including but not limited to patching, resurfacing, repaving, repairing, replacing, striping and restriping of pavement, sidewalks, curbs and gutters, landscaping, and grass areas, with like kind materials;

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(iv) Grantee shall give Grantor and the tenant of Grantor's parcel upon which the easement area is located prior reasonable notice before commencing any work on, in or under the easement area.

IN WITNESS WHEREOF Seven Star Properties, LLC has caused its name to be subscribed by Rajinder Kumar, its duly authorized Manager, and its duly authorized agent on the _____ day of _____, _____.

Seven Star Properties, LLC

By: _____

Print name

Office Held

STATE OF OHIO, COUNTY OF MONTGOMERY ss:

This is an acknowledgement clause; no oath or affirmation was administered to the signer.

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Rajinder Kumar, who acknowledged being the Manager and duly authorized agent of Seven Star Properties, LLC, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

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

NOTARY PUBLIC

My Commission expires: _____

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