

**RESOLUTION NO. 52-24**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER John Palcher ON THE  
6<sup>th</sup> DAY OF May, 2024.

A RESOLUTION APPROVING AND ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT AND A PERMANENT STORMWATER DRAINAGE EASEMENT FOR PUBLIC PURPOSES ON THE PROPERTY OWNED BY DIMCO GRAY COMPANY FOR THE DIMCO WAY ROAD PROJECT.

WHEREAS, a parcel of land owned by the Dimco Gray Company, an Ohio corporation, is necessary for the establishment, construction, reconstruction, widening, repair, or maintenance of the Dimco Way Road project (the "Project"); and

WHEREAS, the Dimco Gray Company proposes to grant to the City of Centerville (i) a temporary construction easement for a portion of land more fully described in the Temporary Construction Easement attached hereto as Exhibit "1", and (ii) a permanent stormwater drainage easement attached hereto as Exhibit "2".

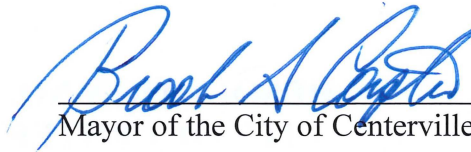
NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City of Centerville hereby approves and accepts a Temporary Construction Easement for a portion of the land conveyed to the Dimco Gray Company, for the establishment, construction, reconstruction, widening, repair or maintenance of a the Project, said land being and referenced as Tax Parcel No. O68-00304-0026 and recorded in Deed 86-0269C06 of Montgomery County, Ohio, and more particularly described in Exhibits "1" and "2" attached hereto and made a part hereof.


Section 2. Council approves and authorizes consideration to be paid to Dimco Gray Company in the amount of (a) \$1.00 as recited in the attached Exhibit "1", and (b) \$1.00 as recited in Exhibit "2".

Section 3. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 6<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
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 52-24, passed by the Council of the City of Centerville, Ohio, on the 6<sup>th</sup> day of May, 2024.

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

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

Department of Law  
Scott A. Liberman  
Municipal Attorney

### TEMPORARY CONSTRUCTION EASEMENT

**Dimco-Gray Company** (aka DIMCOGRAY Corporation), an Ohio corporation, Grantor, in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **City of Centerville**, an Ohio Municipal corporation, Grantee, does convey(s) to Grantee, its successors and assigns, an exclusive temporary easement (the "**Temporary Easement**") over the property more particularly described in the attached Exhibit "A" (the "**Easement Area**").

1. Purpose of Easement. The Temporary Easement is to be used for locating, constructing, improving, grading, landscaping (in accordance with the Landscaping Plan attached hereto as Exhibit "B"), and other necessary work, including the operation of equipment, and the movement of a work force, over, upon and across the Easement Area, together with the right of ingress and egress. The Temporary Easement is being acquired by Grantee for a public purpose, namely the temporary establishment, construction, reconstruction, widening, repair, or maintenance of a public road. The Temporary Easement shall be for the use of the Grantee and Grantee's contractors and assigns. During the term of this Easement, Grantee shall have the authority to restrict access to the Easement Area (or portions thereof needed for any of the purposes described above) so as to control access and safety within the construction area, provided, however, that Grantor's President (or his designee) and third-party utilities, on reasonable prior notice to Grantee, may access the Easement Area as necessary for their respective needs and activities.

2. Term. The term of this Temporary Easement shall terminate one year after the completion of the construction. At that time, at Grantor's request, Grantee shall execute and record a release of this Easement.

3. Compliance. Grantee shall abide by all applicable federal, state, and local laws, ordinances, rules, and regulations related to the use of the Easement Area, including but not limited to, any site limitations imposed by the Ohio Voluntary Action Program, and any standards or requirements governing construction staging areas. Grantee and its agents, employees, contractors, and invitees shall comply with all applicable environmental requirements in connection with all of their acts or omissions under this Temporary Easement.

4. Completion. Upon completion of the construction, Grantee, at its sole expense, shall restore the Easement Area to substantially the same condition as of the Effective Date of this Temporary Easement except to the extent that the Landscaping Plan and/or other plans for the improvements include changes in grade or the installation of underground utilities (where permitted by other applicable easements).

5. No Dedication. Notwithstanding anything contained herein to the contrary, this Temporary Easement shall not be deemed to be a gift or dedication of all or any portion of the Grantor Property to or for the general public, or for any public use or purpose whatsoever, it being the express intent of the parties that this Temporary Easement shall be strictly limited to and for the specific purposes herein expressed, solely for the benefit of the parties described herein, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer this 15 day of APRIL, 2024.

Dimco-Gray Company (aka DIMCOGRAY Corporation), an Ohio corporation

By:   
Print Name: James Daulton  
Title: President

State of Ohio,  
County of Montgomery,

The foregoing instrument was acknowledged before me this 15 day of April, 2024, by James Daulton the President of Dimco-Gray Company (aka DIMCOGRAY Corporation), an Ohio corporation, on behalf of the corporation.

  
Notary Public

~~Walter Reynolds, Attorney at Law~~  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.09 O. R. C.

This document was prepared by:  
Scott A. Liberman, Esq.  
Buckley King LPA  
110 N. Main St., Ste. 1200  
Dayton, OH 45402

## EXHIBIT "A" OF TEMPORARY CONSTRUCTION EASEMENT

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.Rs., as described in DMF **86-00269C06 to Dimco Gray Company** (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Clyo Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in I.R. Deed **17-076321 to The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 1162.71 feet to a 5/8" iron pin w/cap set at northwesterly property corner of tract of land as described in DMF **86-00269C06 to Dimco Gray Company** (record references to those of the Recorder's Office, Montgomery County, Ohio), and the being **True Point of Beginning** for the real estate described as follows;

Thence, South 87 degrees 18 minutes 04 seconds East, with southerly line of proposed permanent right of way of Dimco Way Extension, for a distance of 272.57 feet to a set 5/8" iron pin w/cap;

Thence, South 04 degrees 20 minutes 13 seconds West, with westerly line of existing permanent right of way of South Suburban Drive, for a distance of 7.81 feet to a found 5/8" iron pin w/cap;

Thence, South 85 degrees 42 minutes 47 seconds East, with southerly line of existing permanent right of way of South Suburban Drive, for a distance of 60.04 feet to a 5/8" iron pin w/cap found at westerly property line of tract of land as described in the DMF **99-38A001 to Ashford Estate Homes, Inc.** (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, South 04 degrees 11 minutes 24 seconds West, with westerly line of Ashford Estate Homes, Inc., for a distance of 49.55 feet to a point;

Thence, North 87 degrees 18 minutes 04 seconds West, with line of proposed temporary construction easement, for a distance of 108.36 feet to a point;

Thence, North 02 degrees 41 minutes 56 seconds East, continue with line of proposed temporary construction easement, for a distance of 46.00 feet to a point;

Thence, North 87 degrees 18 minutes 04 seconds West, with line of proposed temporary construction easement, for a distance of 223.28 feet to point at easterly property line of 61.260 acre tract of land as described in I.R. Deed **17-076321** to **The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio) and westerly line of tract of land as described in DMF **86-00269C06** to **Dimco Gray Company** (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 13.01 feet to a 5/8" iron pin w/cap set at intersection of easterly property line of **The Board of Education for Centerville City Schools** and southerly line of proposed permanent right of way of Dimco Way Extension, and being the **True Point of Beginning**, containing a total of **0.202** acres of land, more or less, and is located in Montgomery County Auditors Parcel Number **068-00304-0024**.

The **Dimco Gray Company** claims title by the DMF **86-00269C06** in Montgomery County Recorder's Office. Subject to all legal highways and easements.

The Bearings herein are based on GPS observations using the Ohio CORS Network (Ohio South Zone) to determine a grid bearing in the NAYD 1983 (CORS) system.

This description was reviewed and prepared on September 18, 2023, by Valarry Goldfeder, Registered Surveyor No. 8171 of the State of Ohio.

This description is based on a survey made by TEC Engineering, Inc., under the direction and supervision of Valarry Goldfeder, Registered Surveyor No. 8171, in November 2022.

Montgomery County Current Tax Parcel No. \_\_\_\_\_

Prior Instrument Reference: Deed 86-0269C06, Montgomery County Recorder's Office.

EXHIBIT "B" OF TEMPORARY CONSTRUCTION EASEMENT  
LANDSCAPING PLAN  
[SEE ATTACHED]

**PERMANENT STORMWATER DRAINAGE EASEMENT**

**Dimco-Gray Company** (aka DIMCOGRAY Corporation), an Ohio corporation, Grantor, in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **City of Centerville**, an Ohio Municipal corporation, Grantee, does convey to Grantee, its successors and assigns, a permanent Stormwater Drainage Easement for the purposes hereinafter described, in, across, through, upon, over and under the following property (the "**Stormwater Easement Area**"): **See Exhibit "A," attached hereto and made a part hereof.**

1. Easement. The Stormwater Drainage Easement is hereby granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to the use and benefit forever by Grantee for the purposes of installing, constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing, and replacing stormwater facilities (collectively, the "**Facilities**") within the Stormwater Easement Area.

2. Conditions. Grantor agrees not to excavate or fill land or build, construct, place or permit any landscaping, planting, pavement, building or other structure or item upon or within the Stormwater Easement Area in a manner which would interfere with the activities and purposes of Grantee as set forth herein or to otherwise conduct activities or use the Stormwater Easement Area in a manner which would interfere with the activities and purposes of Grantee as set forth herein. Further, Grantor shall not cause or permit others to remove or willfully alter the Facilities.

3. Access. Grantee shall, at all times, have the right to access the Stormwater Easement Area and Facilities and to ingress and egress over Grantor's property to enter upon the Stormwater Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Stormwater Easement Area and their transportation across Grantor's property to access the Stormwater Easement Area for the activities and purposes set forth herein.




4. Assignment; Rights Run With Land. This grant of the Stormwater Drainage Easement will run with the land and will be binding on and will inure to the benefit of Grantor and Grantee, and their respective successors and assigns and the rights herein granted shall continue in perpetuity.

5. Warranty of Title. Grantor claims title to the subject property by deed recorded at 86-0269 C06 of the Official Deed Records for Montgomery County, Ohio.

*(Signature and acknowledgment appear on the following page)*

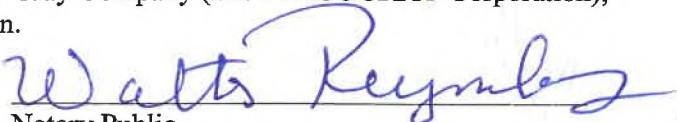
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer this 15 day of APRIL, 2024.

Dimco-Gray Company (aka DIMCOGRAY Corporation), an Ohio corporation

By:   
Print Name: James Daulton  
Title: President

State of Ohio,  
County of Montgomery,

The foregoing instrument was acknowledged before me this 15 day of April, 2024, by James Daulton the President of Dimco-Gray Company (aka DIMCOGRAY Corporation), an Ohio corporation, on behalf of the corporation.

  
Notary Public

**Watts Reynolds, Attorney at Law**  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03 O. R. C.

This document was prepared by:  
Scott A. Liberman, Esq.  
Buckley King LPA  
110 N. Main St., Ste. 1200  
Dayton, OH 45402

## EXHIBIT "A" OF THE PERMANENT STORMWATER DRAINAGE EASEMENT

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.R.s., as described in DMF 86-00269C06 to Dimco Gray Company (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Clyo Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in I.R. Deed 17-076321 to The Board of Education for Centerville City Schools (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 701.20 to a point (passing an 5/8" iron pin w/cap found at 675.94 feet at southwesterly property corner of tract of land as described in DMF 86-00269C06 to Dimco Gray Company, and the being True Point of Beginning for the real estate described as follows;

Thence, North 05 degrees 08 minutes 44 seconds East, continue with westerly property line of Dimco Gray Company, for a distance of 15.00 feet to a point;

Thence, South 84 degrees 51 minutes 16 seconds East, leaving westerly property line of Dimco Gray Company and with northerly line of proposed permanent utility easement, for a distance of 64.77 feet to a point;

Thence, South 05 degrees 08 minutes 44 seconds West, continue with easterly line of proposed permanent utility easement, for a distance of 15.00 feet to a point;

Thence, North 84 degrees 51 minutes 16 seconds West, with southerly line of proposed permanent utility easement, for a distance of 64.76 feet to a point at westerly property line of Dimco Gray Company, and being the True Point of Beginning, containing a total of 0.022 acres of land, more or less, and is located in Montgomery County Auditors Parcel Number 068-00304-0026.

The Dimco Gray Company claims title by the DMF 86-00269C06 in Montgomery County Recorder's Office. Subject to all legal highways and easements.

The Bearings herein are based on GPS observations using the Ohio CORS Network (Ohio South Zone) to determine a grid bearing in the NAVD 1983 (CORS) system.

This description was reviewed and prepared on February 20, 2024, by Valarry Goldfeder, Registered Surveyor No. 8171 of the State of Ohio.

This description is based on a survey made by the TEC Engineering, Inc., under the direction and supervision of Valarry Goldfeder, Registered Surveyor No. 8171, in November 2022.