

ORDINANCE 08-2018

AN ORDINANCE TO ACCEPT A FENCE EASEMENT AGREEMENT FROM M/I HOMES OF CENTRAL OHIO, LLC AND DECLARING AN EMERGENCY

WHEREAS, M/I Homes of Central Ohio, LLC, an Ohio limited liability company (“M/I Homes”), is the owner of certain lots and Reserve “D” of the Minerva Park Phase 3, located in the Village of Minerva Park, County of Franklin and State of Ohio, upon which lots and reserve M/I Homes constructed a fence; and,

WHEREAS, M/I Homes desires to convey a fence easement over, across and through a 20’ strip of land to the Village of Minerva Park; and,

WHEREAS, the Village Planning Director recommends acceptance of the easement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, STATE OF OHIO:

Section 1. That Council does hereby authorizes the acceptance and execution by the Mayor of (i) the Easement Agreement over, across and through the 20’ strip of land, in a form substantially similar to the Easement Agreement attached hereto as Exhibit A and incorporated herein by reference, and (ii) the related Bill of Sale – Fence, in a form substantially similar to bill of sale attached hereto as Exhibit B and incorporated herein by reference.

Section 2. That Council hereby authorizes and directs the Law Director to record the Easement Agreement, evidencing the acceptance of the fence easement as authorized herein.

Section 3. Council declares this to be an emergency measure necessary for the health, safety and welfare of the residents of Minerva Park, such emergency arising out of the immediate need to accept the Easement Agreement to allow the parties to close a real estate transaction; Wherefore, this Ordinance shall take effect and shall be in force immediately upon passage by Council

Lynn Eisentrout, Mayor

First Reading: June 11, 2018
Second Reading: Waived
Third Reading: Waived
Passed: June 11, 2018

ATTEST

APPROVED AS TO FORM

Kimberly Pulley, Fiscal Officer

Solicitor

BILL OF SALE – FENCE

M/I HOMES OF CENTRAL OHIO, LLC (“Grantor”), an Ohio limited liability company, whose mailing address is 3 Easton Oval, Columbus, Ohio 43219, and **VILLAGE OF MINERVA PARK, FRANKLIN COUNTY, OHIO** (“Grantee”), an Ohio municipal corporation, whose mailing address is 2829 Minerva Lake Road, Columbus, Ohio 43231, hereby enter into this Bill of Sale for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and hereby transfer the following:

BACKGROUND

A. Grantor is the owner of Lots 136 through 146, both inclusive, and Reserve “D”, as the same are numbered, lettered, delineated and/or otherwise shown on the plat for Minerva Park Phase 3, of record as Instrument No. 201711090158629 (Plat Book 123, Page 36 et seq.), Recorder’s Office, Franklin County, Ohio (the “Plat”),

B. Grantor has constructed, installed and/or erected a decorative fence (the “Fence”) within the areas on the above-described properties designated as the “Fence Easement” on the Plat and shown more particularly on Exhibit A attached hereto and made a part hereof by this reference;

C. Pursuant to the Plat, Grantee may, at its discretion, assume maintenance obligations for fences erected within the “Fence Easement”; and

D. Grantor desires to sell, transfer and convey the Fence to Grantee and Grantee desires to purchase and accept title to the Fence.

BILL OF SALE

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. Grantor hereby warrants that Grantor is the lawful owner of Fence and the Fence is free and clear of all encumbrances and liens.

2. Grantor hereby warrants that Grantor has the right to convey the Fence.

3. The Fence is being conveyed to Grantee “as is”, without any warranties, express or implied, as to the current condition of the Fence and Grantee hereby accepts the Fence “as is”.

4. Grantor hereby conveys and transfers to Grantee and Grantee hereby accepts all right, title, ownership and interest in the Fence.

5. This Bill of Sale shall take effect, and transfer of right and title to the Fence shall commence, at such time as Grantor and Grantee have both executed this Bill of Sale, the execution of which is not required to occur simultaneously.

(Acknowledgements on the following page)

M/I HOMES OF CENTRAL OHIO, LLC

By: _____
Timothy C. Hall, Jr., Area President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this ____ day of May, 2018 by Timothy C. Hall, Jr., the Area President of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public

**VILLAGE OF MINERVA PARK,
Franklin County, Ohio**


By: _____
Name: _____
Title: _____

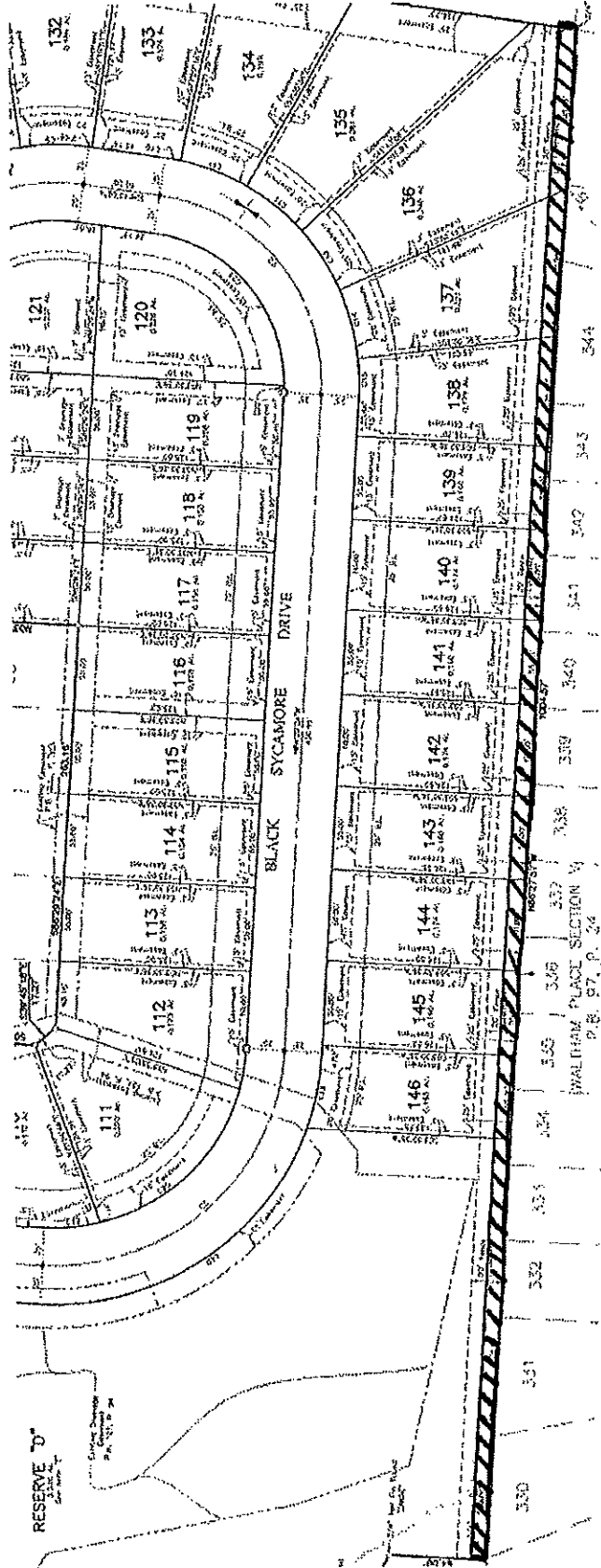
STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this ____ day of May, 2018 by _____, the _____ of Village of Minerva Park, Franklin County, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public

EXHIBIT A
EASEMENT AREA

 = 10 foot Easement Area



FENCE EASEMENT AGREEMENT

This Fence Easement Agreement (the "Easement Agreement") is entered into by and between **M/I Homes of Central Ohio, LLC**, an Ohio limited liability company, and its successors and assigns, ("Grantor"), to the **Village of Minerva Park, Franklin County, Ohio**, and its successors and assigns ("Grantee"), in consideration of the mutual covenants and promises contained in this Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and becoming effective on or as of the date this Easement Agreement is recorded with the office of the Recorder, Franklin County, Ohio.

Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "Easement") for the purpose of ingress and egress in, on, under, over, across and/or through a portion of Lots 136 through 146, both inclusive, and Reserve "D", as the same are numbered, delineated and otherwise shown on the plat for Minerva Park Phase 3, of record as Instrument No. 201711090158629 (Plat Book 123, Page 36 et seq.), Recorder's Office, Franklin County, Ohio (the "Plat"), as hatched or otherwise delineated as "10 Foot Easement Area" on Exhibit A (the "Easement Area") attached hereto and incorporated herein by this reference, and located within an existing 20' "Fence Easement" as described and delineated on the Plat, for the purpose of maintaining, repairing, and/or replacing an existing decorative fence (the "Fence") located within the Easement Area. Grantor hereby grants to Grantee the right to enter onto the Easement Area to repair, maintain, replace, relocate, install, move, remove, and exercise all rights of ownership in regards to the Fence, at Grantee's sole cost and expense. Grantor and Grantee hereby acknowledge by the execution and acknowledgment of this Easement Agreement that all ownership rights, interests, and/or obligations in the Fence are hereby conveyed to, and accepted by, Grantee. Grantor, its successors and assigns, shall in no way interfere with and/or alter the Fence without the prior written approval of Grantee.

Grantor hereby agrees to maintain the area located to the south of the Fence within the Easement Area in a natural state and shall not disturb the trees, vegetation and water drainage facilities, if any, located thereon, except that dead, diseased, noxious or decayed plants, trees, and/or other vegetation may be removed by Grantor its successors and assigns, or as otherwise required by law. Grantor, its successors and assigns, shall have the right of ingress and egress over, upon and through the Easement Area to perform any such maintenance upon the portion of the Easement Area located to the south of the Fence, and owned by Grantor, or the respective successors or assigns.

This Fence Easement Agreement shall run with the land and be binding upon and inure to the benefit of each Grantor and Grantee and their respective heirs, successors, transferees and assigns.

(acknowledgements on the following page)

IN TESTIMONY WHEREOF, the parties have executed this Fence Easement Agreement on or as of the date(s) set forth in the acknowledgements set forth below.

GRANTOR

GRANTEE

M/I Homes of Central Ohio, LLC
an Ohio limited liability company

Village of Minerva Park Council,
Village of Minerva Park, Franklin County, Ohio

By: _____
Timothy C. Hall, Jr., Area President

By: _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS

This instrument was acknowledged before me on this ___ day of _____, 2018, by Timothy C. Hall, Jr., the Area President of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public


STATE OF OHIO
COUNTY OF FRANKLIN, SS

This instrument was acknowledged before me on this ___ day of _____, 2018, by _____, _____, duly authorized, on behalf of the Village of Minerva Park, Franklin County, Ohio for and on behalf of the Village.

Notary Public

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Brosius, Johnson & Griggs, LLC, 1600 Dublin Road, Suite 100, Columbus, Ohio, 43215-1076.

EXHIBIT A EASEMENT AREA

 = 10 foot Easement Area

