

ORDINANCE 17-2018

AN ORDINANCE TO ACCEPT AN EASEMENT AGREEMENT FROM M/I HOMES OF CENTRAL OHIO, LLC

WHEREAS, M/I Homes of Central Ohio, LLC, an Ohio limited liability company (“M/I Homes”), is the owner of Reserve “H” and Lot 99 of the Minerva Park East plat located in the Village of Minerva Park, County of Franklin and State of Ohio, identified tax parcel numbers 113-001053-00, 113-002251-00, and 113-002106-00; and,

WHEREAS, M/I Homes desires to convey a storm sewer easement over, across and through a 0.008+/- acre, 0.006+/- acre, and 0.058 acre, respectively, area of land to the Village of Minerva Park for storm sewer maintenance purposes; and,

WHEREAS, the Village Engineer 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 authorize the acceptance and execution by the Mayor of the Easement Agreement over, across and through the 0.008+/- acre, 0.006+/- acre, and 0.058 acre area of land, in a form substantially similar to the Easement Agreement attached hereto as Exhibit A 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 storm sewer easement as authorized herein.

Section 3. All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereof.

Section 4. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

/S/ Lynn Eisentrout

Lynn Eisentrout, Mayor

First Reading: September 24, 2018
Second Reading: October 8, 2018
Third Reading: Waived
Passed: October 8, 2018

ATTEST

APPROVED AS TO FORM

/S/ Kimberly Pulley

/S/ Eugene Hollins

Kimberly Pulley, Fiscal Officer

Solicitor

STORM SEWER EASEMENT AGREEMENT

MI HOMES OF CENTRAL OHIO, LLC, an Ohio limited liability company (“Grantor”), for good and valuable consideration received from **THE VILLAGE OF MINERVA PARK**, an Ohio municipal corporation having an address at 2829 Minerva Lake Road, Columbus OH 43231 (“Grantee”), does hereby grant to Grantee and its successors and assigns forever, all right, title, and interest in and to a perpetual, non-exclusive easement in, over, under, across, and through the following described real property (the “Easement Area”):

See approximate location of Easement Area on Exhibit A. The Easement Area is more particularly described and depicted on Exhibit B through Exhibit D attached hereto and made a part of this instrument. The Easement Area is located on and burdens a portion of the real property identified below (the “Grantor Property”):

Franklin County Parcel Nos.: 113-001053-00; 113-002251-00; and 113-002106-00

Instrument References: 201605260066728, 201605260066729, and 201711090158628, Recorder’s Office, Franklin County, Ohio

TERMS AND CONDITIONS

1. Grant of Storm Sewer Easement. Grantor hereby grants for the benefit of Grantee a perpetual, non-exclusive easement in, over, under, across, and through the Easement Area for the purposes of constructing, replacing, removing, repairing, maintaining and operating storm water drainage facilities, along with appurtenances related thereto (the “Improvements”).
2. Maintenance of Storm Sewer Improvements. Grantee shall be solely responsible for maintaining, operating, repairing, and replacing the Improvements at its sole cost and expense.

Grantee shall keep all such Improvements in a good state of repair, shall maintain and operate the Improvements in accordance with all applicable laws, and shall not unreasonably interfere with Grantor's use and enjoyment of Grantor's Property. Grantee shall not install any of the Improvements in a manner that unreasonably interferes with the use and enjoyment of Grantor's Property.

3. Right of Entry. Grantor hereby grants to Grantee and its contractors, agents and employees, the right to enter upon Grantor's Property for the purpose of allowing Grantee to exercise any rights it enjoys under this Storm Sewer Easement Agreement (this "Agreement"). Grantee's entry shall be limited to only those times and those areas of the Grantor Property which are necessary to exercise such rights.

4. Damage and Restoration. Grantee agrees that it shall restore any real property that is damaged by the exercise of any rights being provided in its favor under this Agreement. Such restoration shall occur within a reasonable amount of time after such damage occurs and shall be undertaken so as to return the damaged real property to the same or substantially similar condition as existed prior to the occurrence of the damage.

5. Insurance. Grantee shall maintain commercial general liability insurance covering all acts and omissions of Grantee or those acting for or through Grantee. Such commercial general liability insurance shall be in amounts that are customary for Grantee to obtain and retain for other similar easement rights that it enjoys. Grantee agrees to hold Grantor harmless up to the extent of Grantee's liability insurance coverage in the event that Grantee and/or its representatives, employees or agents are found to be liable in connection with their acts or omissions under this Agreement. It is expressly acknowledged by Grantor that Grantee is not pledging any funds other than available insurance proceeds with respect to Grantee's obligation to hold Grantor harmless.

6. Covenants Run With Land. The easement granted hereunder shall run with and be appurtenant to the real property to which it applies and shall be binding upon Grantor and Grantee and their respective successors and assigns in interest.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof. There are no statements, promises, representations or understandings, either oral or written, not herein expressed.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(c) Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or

circumstance shall not be affected thereby and the remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed on the date written below.

GRANTOR:

M/I HOMES OF CENTRAL OHIO, LLC,
an Ohio limited liability company

By: J.F.

Printed Name: Jason Francis

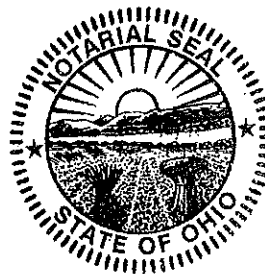
Title: Director of Land Development

Date: 8-29-18

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 29th day of August, 2018 by Jason Francis, the Vic. of Land Dev. of M/I HOMES OF CENTRAL OHIO, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Darlene W. Smith
Notary Public



DARLENE W. SMITH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 25, 2019

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed on the date written below.

GRANTEE:

THE VILLAGE OF MINERVA PARK, OHIO,
an Ohio municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, the _____ of THE VILLAGE OF MINERVA PARK, OHIO, an Ohio municipal corporation, on behalf of said municipal corporation.

Notary Public

This instrument prepared by:
Underhill & Hodge LLC
8000 Walton Parkway, Suite 260
New Albany, Ohio 43054

Exhibit A – Overview of Easement Area

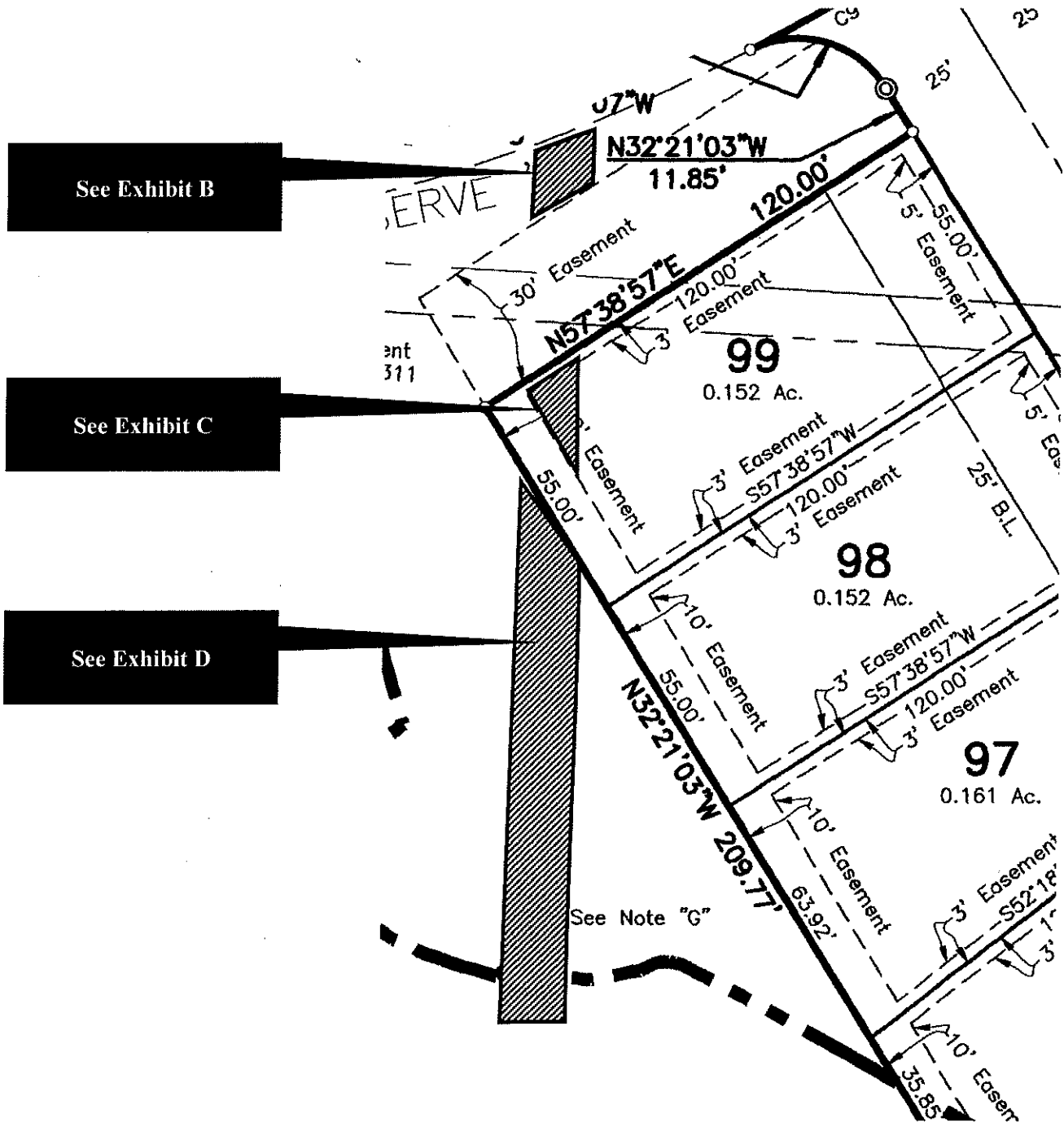


Exhibit B – Description and Depiction of Easement Area

Burdened Parcel: 113-001053-00

**STORM SEWER EASEMENT
0.008 ACRE**

Situated in the State of Ohio, County of Franklin, Village of Minerva Park, in Quarter Township 3, Township 2, Range 17, United States Military Lands, being on, over, and across Reserve "H" of the subdivision entitled "Minerva Park East", of record in Plat Book 18, Page 67 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the intersection of the southerly right-of-way line of Minerva Lake Road with the westerly right of way line of Green Line Way;

Thence with said southerly right of way line and with the arc of a curve to the right, having a central angle of 04° 46' 35", a radius of 444.30 feet, an arc length of 37.04 feet, a chord bearing of South 65° 30' 08" West and a chord distance of 37.03 feet to the TRUE POINT OF BEGINNING for this description;

Thence crossing said Reserve "H" the following courses and distances:

South 02° 53' 19" West, a distance of 14.44 feet to a point;

South 57° 38' 57" West, a distance of 24.49 feet to a point; and

North 02° 53' 19" East, a distance of 19.83 feet to a point in said southerly right of way line;

Thence with said southerly right of way line and with the arc of a curve to the left, having a central angle of 02° 48' 53", a radius of 444.30 feet, an arc length of 21.83 feet, a chord bearing of North 69° 17' 51" East and a chord distance of 21.82 feet to the TRUE POINT OF BEGINNING, containing 0.008 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

27 July 18

Matthew A. Kirk
Professional Surveyor No. 7865

Date

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Exhibit B – Description and Depiction of Easement Area

Burdened Parcel: 113-001053-00

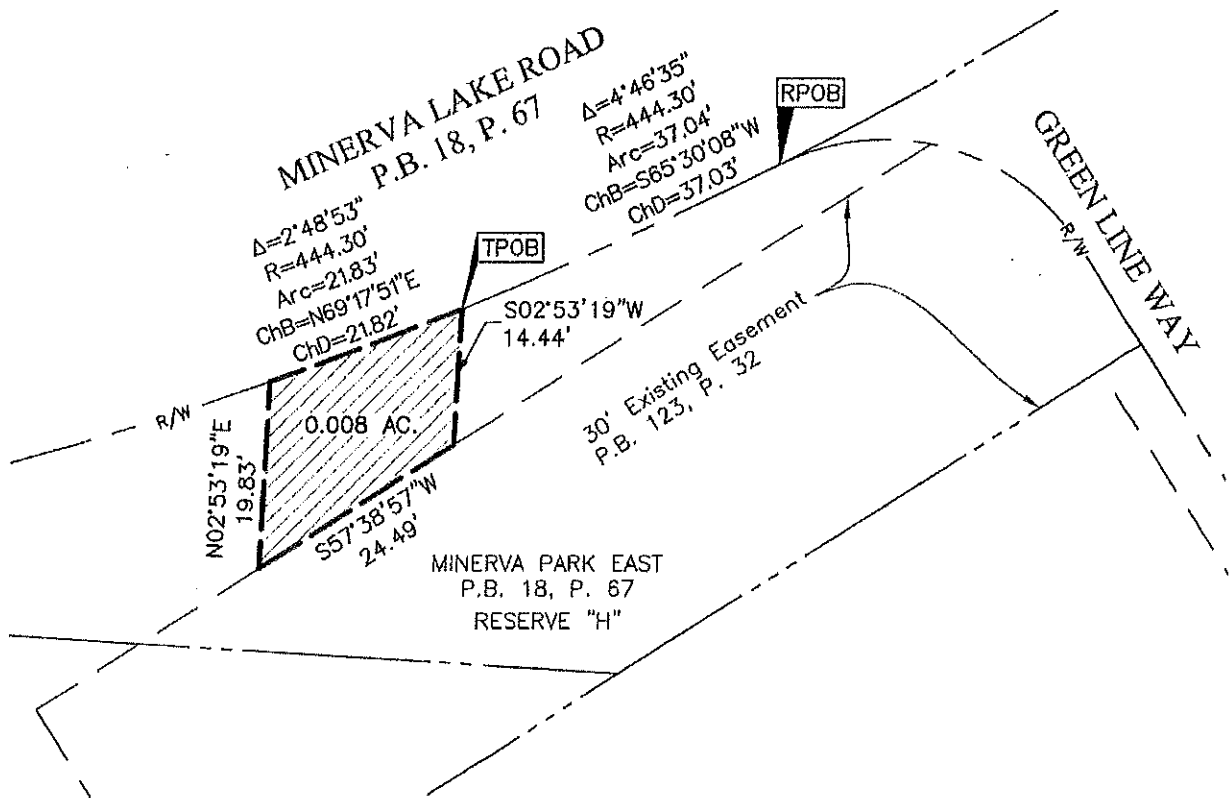


Exhibit C – Description and Depiction of Easement Area

Burdened Parcel: 113-002251-00

**STORM SEWER EASEMENT
0.006 ACRE**

Situated in the State of Ohio, County of Franklin, Village of Minerva Park, in Quarter Township 3, Township 2, Range 17, United States Military Lands, being on, over, and across Lot 99 of the subdivision entitled "Minerva Park Phase 4", of record in Plat Book 123, Page 32 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the northeasterly corner of said Lot 99 in the westerly right-of-way line of Green Line Way;

Thence South 57° 38' 57" West, with the northerly line of said Lot 99, a distance of 90.94 feet to a point;

Thence crossing said Lot 99 the following courses and distances:

South 32° 21' 03" East, a distance of 3.00 feet to the TRUE POINT OF BEGINNING for this description;

South 02° 53' 19" West, a distance of 33.03 to a point;

North 32° 21' 03" West, a distance of 26.97 feet to a point; and

North 57° 38' 57" East, a distance of 19.06 feet to the TRUE POINT OF BEGINNING, containing 0.006 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

26 JUL 18

Matthew A. Kirk
Professional Surveyor No. 7865

Date

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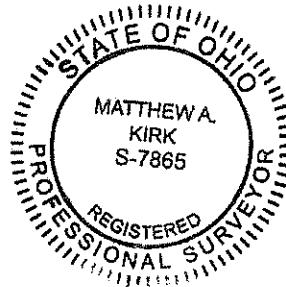


Exhibit C – Description and Depiction of Easement Area

Burdened Parcel: 113-002251-00

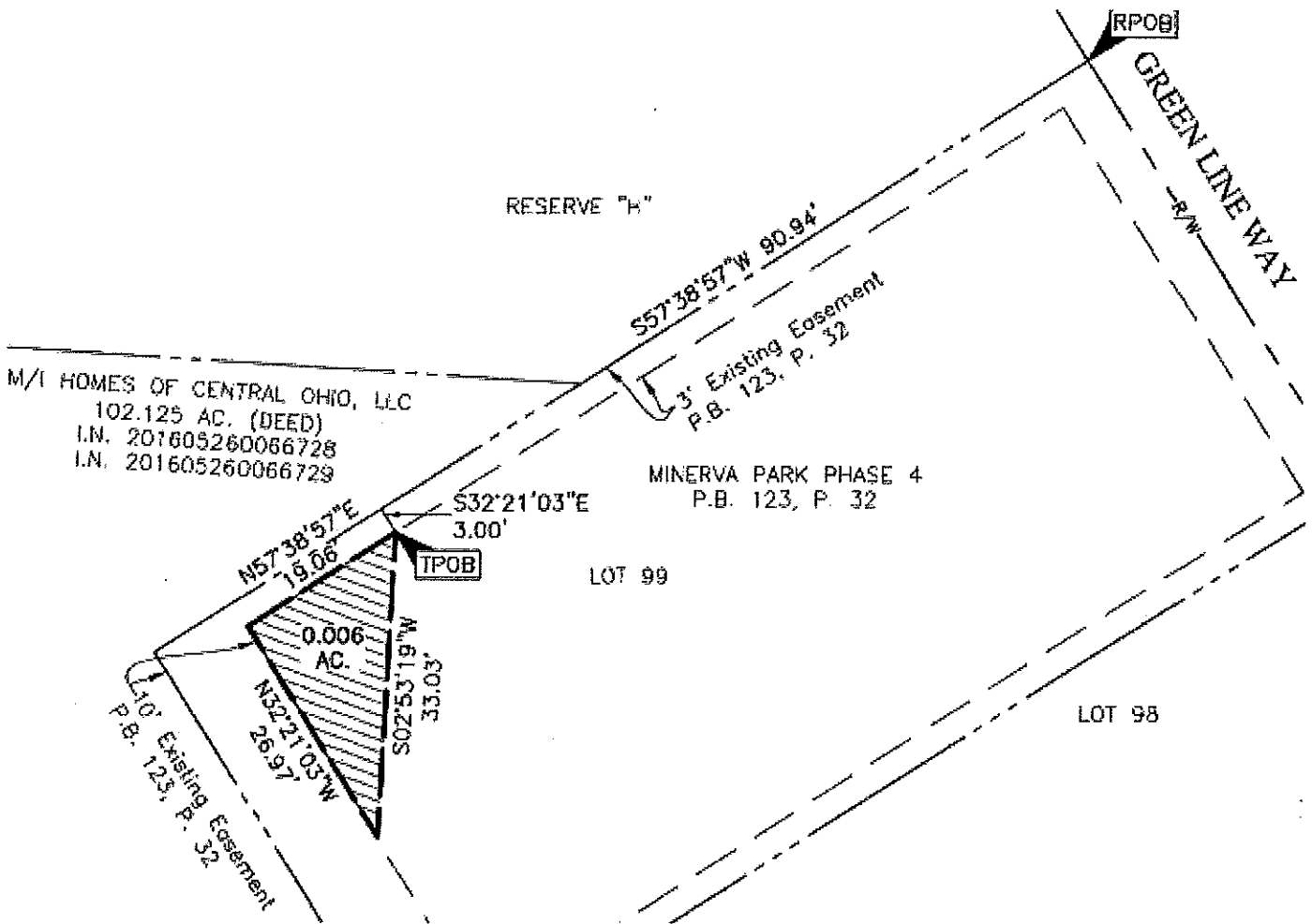


Exhibit D – Description and Depiction of Easement Area

Burdened Parcel: 113-002106-00

**STORM SEWER EASEMENT
0.058 ACRE**

Situated in the State of Ohio, County of Franklin, Village of Minerva Park, in Quarter Township 3, Township 2, Range 17, United States Military Lands, being on, over, and across that tract of land conveyed to M/I Homes of Central Ohio, LLC by deeds of record in Instrument Numbers 201605260066728 and 201605260066729 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the southwesterly corner of Lot 99 of the subdivision entitled "Minerva Park Phase 4", of record in Plat Book 123, Page 32;

Thence North 32° 21' 03" West, with the westerly line of said Lot 99, a distance of 10.87 feet to the TRUE POINT OF BEGINNING for this description;

Thence crossing said M/I Homes tract the following courses and distances:

South 02° 53' 19" West, a distance of 112.10 feet to a point;

North 87° 06' 41" West, a distance of 20.00 feet to a point; and

North 02° 53' 19" East, a distance of 140.41 feet to a point in the westerly line of said Lot 99;

Thence South 32° 21' 03" East, with said westerly line, a distance of 34.66 feet to the TRUE POINT OF BEGINNING, containing 0.058 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

27 July 18

Matthew A. Kirk
Professional Surveyor No. 7865

Date

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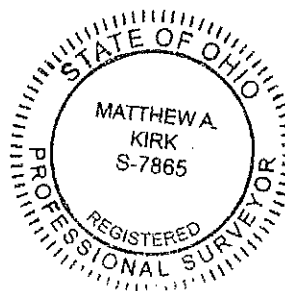


Exhibit D – Description and Depiction of Easement Area

Burdened Parcel: 113-002106-0

