

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
JUNE 2, 2016
6:30 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Randall Atkins
James Boerio
Sue Johnson

Bill Madison
Steve Riley
George Teasdale

3. Guests:

4. Floor open to the public:

5. New Business:

Ordinance 2016-15 – second reading – Community
Center lease

Emergency Resolution 2016-15 – Amburgy Temporary
Easement

Emergency Resolution 2016-16 – Amburgy Easement

Emergency Resolution 2016-17 – Ohio Public Works
Application

Minutes for approval:

Regular Meeting – April 7, 2016

Workshop – April 7, 2016

Regular Meeting – April 21, 2016

Authorization of Invoices

6. Old Business:

7. Executive Session

8. Communications and reports from Village Officials and Committees
 - a. Mayor
 - b. Fiscal Officer
 - c. Solicitor
 - d. Administrator
 - e. Sgt.
 - f. Council Members
9. Adjournment

AGENDA
WORKSHOP MEETING OF VILLAGE COUNCIL
JUNE 2, 2016
7:00 P.M.

1. Mayor Smith calls the meeting to order.
2. Roll Call:

Randall Atkins	Bill Madison
James Boerio	Steve Riley
Sue Johnson	George Teasdale
3. Guests:
4. Floor open to the public:
5. New Business:
6. Old Business:
7. Communications and reports from Village Officials and Committees
 - a. Mayor
 - b. Fiscal Officer
 - c. Solicitor
 - d. Administrator
 - e. Sgt.
 - f. Council Members
8. Adjournment

VILLAGE OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2016-____

A ORDINANCE FINDING THE PROPERTY LOCATED AT 83 N. SECTION STREET, BEING A PART OF THE PROPERTY COMMONLY KNOWN AS THE SOUTH LEBANON COMMUNITY CENTER, IS NOT NEEDED FOR ANY MUNICIPAL PURPOSE, AND APPROVING A LEASE AGREEMENT WITH JOSHUA’S PLACE INC. AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO SIGN DOCUMENTS

WHEREAS, Section 721.01 of the Ohio Revised Code (ORC) enables the Village Council to lease real estate belonging to the Village when such real estate is not needed for any municipal purpose, and upon making such a finding, such power must be exercised in accordance with the applicable provisions ORC Chapter 721; and,

WHEREAS, in accordance with ORC Section 721.03 and Village Resolution No. 2015-27, bids were solicited for the lease of the Village-owned property located at 83 N. Section Street and commonly known as the South Lebanon Community Center, with the sole bid being submitted by Joshua’s Place, Inc.; and,

WHEREAS, the Village Council desires to enter into a lease agreement with Joshua’s Place, Inc. for the lease of the South Lebanon Community Center property, as shown as Lot 2 on Exhibit A of said lease; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council finds the real estate and improvements at 83 N. Section Street is owned by the Village, and is not needed for any municipal purpose; and

Section 2. That the Council desires to and does hereby approve a lease agreement with Joshua’s Place for the lease of the South Lebanon Community Center at 83 N. Section Street (illustrated as Lot 2 of Exhibit A of said lease); and

Section 3. That the Council hereby authorizes the Mayor and/or the Fiscal Officer to execute the lease agreement with Joshua's Place, Inc., attached hereto as Exhibit B; and

Section 4. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 6. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this day of , 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2016 (if applicable)	Effective Date – / /2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading – / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: / / 2016

Lease Agreement

This Lease Agreement (the "Lease") is entered into by and between the VILLAGE OF SOUTH LEBANON, OHIO, an Ohio municipal corporation, whose mailing address is 99 High Street, South Lebanon, OH 45065, and telephone number is (513) 494-2296, acting by and through its elected Village Council (hereinafter, "Lessor") and JOSHUA'S PLACE, INC., organized as an Ohio not-for-profit corporation, whose mailing address is P.O. Box 68, South Lebanon, Ohio 45065, and telephone number is (513) 617-9099 (hereinafter, "Lessee"), the effective date being the last date upon which all parties have fully executed this Lease.

The Parties do hereby enter into this Lease based on the following terms and conditions:

A. Lease of Premises

In consideration of the monthly rent payment and in-kind consideration set forth in Section B.2. of this Lease, and other promises and covenants herein of Lessee, Lessor hereby leases to Lessee the right to occupy the building located at 83 N. Section Street, South Lebanon, Ohio, consisting of the one story former school which is part of the premises commonly known as the South Lebanon Community Center (the "Community Center"), with the right to use of entrances, foyers, hallways, rooms, gymnasium, restrooms, parking areas, sidewalks and any other common areas and facilities as provided herein (collectively the "Leased Premises").

Nothing herein shall be construed to entitle Lessee to use or have access to, or require Lessee to be responsible for any monetary, operational or maintenance obligations of or relating to, the separate two story former school building that is part of the Community Center (the "Excluded Premises").

The rights of Lessee (and any sub-lessees as permitted herein) to use the parking spaces located on the Leased Premises shall be non-exclusive and first-come, first right to use. The parties acknowledge that Lessor and any lessees, renters, tenants, and short term users, and their invitees and guests, of the Excluded Premises shall also have non-exclusive rights to use the parking spaces located on the Leased Premises.

The leasehold rights of Lessee shall be subject to existing leases, and their rights to renew, of certain areas of the Leased Premises, to-wit:

- KINGS LOCAL SCHOOL DISTRICT AREA COMMUNITY SERVICES INCORPORATED (dba KINGS FOOD PANTRY), an Ohio corporation not for profit, whose address is 10 N. High Street, South Lebanon, Ohio 45065, and telephone number is (513) 494-2692, including without limitation Rooms 120 and 122, and the non-exclusive use of the entrances, foyers, hallways, restrooms, parking areas, sidewalks and any other common areas and facilities in accordance with the lease, a copy of which has been provided to Lessee.
- Mt. ZION BAPTIST CHURCH, an Ohio corporation not for profit, whose address is 100 East Broadway, South Lebanon, Ohio 45065, and telephone number is (513) 494-1067, including without limitation the gymnasium and Room 133 on Thursday nights year round for youth recreation and/or Bible Study, and the non-exclusive use of entrances, foyers, hallways, restrooms, parking areas, sidewalks and any other common areas and facilities in accordance with the lease, a copy of which has been provided to Lessee.

Lessee does further agree to make all reasonable efforts to enter into and sublease the space identified to each existing tenant under same or similar terms in the event any existing lease has no right to renew, or the existing tenant fails to timely exercise its rights to renew, subject to Lessee's right to relocate the existing tenants to a different space within the Leased Premises.

Lessee does further agree to make all reasonable efforts to designate areas in the Leased Premises and make the same available for community functions if reasonably requested by Lessor.

B. Term; Rent; Holdover Tenancy

1. Term

The term of this Lease shall be ten (10) years, beginning on ____, 2016, and ending on _____, 2026.

2. Rent: Monetary and in-kind Consideration

A. Periodic Monetary Rent Payment. The rent for the term under this Lease shall be the sum of ONE DOLLAR (\$1.00) per month, each in advance, with the first rent installment due and payable ____, 2016, and subsequent rent installments due and payable on the first business day of each month thereafter. These periodic rent payments may be prepaid in advance at Lessee's discretion.

B. In-kind Consideration. Lessee shall be solely responsible for making capital improvements to the Leased Premises that fully comply with the Capital Improvement Plan ("CIP") and all other bid documents submitted by Lessee dated November 2, 2015, a true, accurate and complete copy of which is attached hereto and made a part hereof, and relied upon by Lessor to approve and authorize this Lease in accordance with Ordinance No. 2016-_____. All capital improvements made by Lessee in accordance herewith, or otherwise permitted herein, shall become affixed to the Leased Premises and shall be a permanent part of the property owned and retained by Lessor at the expiration of this Lease.

3. **Holdover Tenancy**

Lessee may not remain in possession of any part of the Leased Premises after expiration or termination of this Lease, absent a new Lease or other written agreement between the parties.

C. **Use and Occupancy**

1. **Manner and Purpose**

The Leased Premises will be used and occupied by Lessee in a careful, safe, sanitary and proper manner.

2. **Hazardous Activities**

Lessee will not carry on or allow any hazardous activity or use of the Leased Premises, nor will Lessee knowingly take any action which will invalidate insurance coverage on the Leased Premises. Lessee will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measure to protect the safety of persons and property.

D. **Inspection of Leased Premises by Lessee; No Warranty of Fitness**

Lessee has inspected the Leased Premises and acknowledges that Lessor has made no representation, and there is no express or implied warranty by Lessor with respect to the fitness of the Leased Premises for any particular use or purpose. Lessee acknowledges that it is currently occupying a part of the Leased Premises and Lessee hereby accepts the Leased Premises, including any part currently occupied by other tenants, as-is and where-is.

E. Obligations of Lessor and Lessee Not Otherwise Provided Herein

1. Utilities

Utility bills shall remain in the name of and be mailed to Lessor. Lessee shall be solely responsible for timely re-paying Lessor, within a reasonable time after Lessee's receipt of copies of the billing statements from Lessor, all utility billings regardless whether the utilities were used by Lessor or any sub-lessee as herein permitted, including but not limited to water and sewer, gas and electric, and refuse, for the duration of the Lease; except, Lessor shall separate the utility costs related to the Excluded Premises which Lessee shall not be responsible for paying.

Lessee shall be solely responsible for any telephone, cable and all other services that Lessee elects to have connected, or any sub-leasee herein permitted elects to have connected, to the Leased Premises. Lessee shall be solely responsible for removal of such services once Lessee (or sublessee) vacates the Leased Premises.

2. Lessee's Expenses for Maintenance and Improvements

Lessee will promptly pay all obligations incurred by Lessee in maintaining any improvements of the interior or exterior of the Leased Premises pursuant to the CIP or as otherwise provided herein. Nothing in this Lease shall be construed to require Lessor to make any interior or exterior improvements prior to or during the term of this Lease.

3. Items to be Maintained by Lessee

Each of the following will be maintained at the expense of Lessee in good condition, repair, and working order: Interior paint and decoration, interior floor finish and coverings, interior of windows and interior window treatments; interior and exterior doors and security system; HVAC system; electrical system; lighting system and light bulb replacement; bathroom facilities and fixtures, and any exterior signage as herein may be permitted.

4. Items to be Maintained by Lessor

Each of the following will be maintained at the expense of Lessor in good condition, repair, and working order: roof, walls, foundation, structural portions of floor, sidewalks and parking lots, asphalt and parking spaces, sprinkler system, drain and septic system,

fire equipment and controls. Common area maintenance will be limited to snow and ice removal but such service will have secondary priority to snow and ice removal for all public streets and alleys throughout the Village of South Lebanon.

5. No Cleaning or Janitor Service

No cleaning or janitor services for the Community Center will be provided by Lessor. Lessee shall provide for its own trash removal, and otherwise keep and maintain the Leased Premises in a clean and safe condition.

6. Taxes and Assessments

The parties acknowledge that the Leased Premises currently enjoys the benefit of tax-exempt status from real property taxes as granted by the Ohio Department of Taxation and/or the Warren County Auditor. In the event that the actions of the Lessee shall cause that tax-exempt status to be revoked, then Lessee shall be responsible for reimbursing to Lessor, within 60 days of receipt, any and all paid receipts from Lessor for real property taxes or assessments.

F. Alterations

The Lessee agrees fully comply with the CIP per the bid dated November 2, 2015, as attached. Any additional alterations or additions, interior or exterior, to the Leased Premises may only be made by Lessee with the prior written consent of Lessor, which shall not be unreasonably withheld or delayed.

G. Signs

Lessee may install and maintain a suitable sign on the outside of the Leased Premises that complies with all applicable governmental regulations. Before installing or changing any signage, Lessee shall obtain Lessor's approval of the design, color, size, style, and material of the sign, such approval not to be unreasonably withheld or delayed. At the expiration or termination of the Lease, Lessee at its sole expense shall remove all signs installed by Lessee.

H. Waste

Lessee will not commit or allow any waste on the Leased Premises.

I. Insurance; Hold Harmless & Indemnification

1. Insurance [TO BE CONFIRMED BY LESSEE]

As consideration for Lessor leasing the Premises to Lessee under the terms in this Lease, Lessee shall carry general liability insurance, with no interruption of coverage during the entire term of this Lease. Lessee further agrees that in the event that its general liability policy is maintained on a "claims made" basis, and in the event that this Lease is terminated, Lessee shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Lessee shall provide Lessor with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days' notice of cancellation or non-renewal to Lessor. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

- (a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by Lessor in writing;
- (b) The insurance coverage must have general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$2,000,000;

The general liability insurance shall name Lessor, its elected and appointed officials, agents, employees and volunteers as additional insureds on the insurance policy with waiver of subrogation against Lessor, and shall furnish Lessor with a certificate of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the additional insured with the same coverage and duty to defend as the primary coverage provides for Lessee.

In the event Lessee should ever have employees during the term of this Lease, Lessee shall maintain statutory Worker's Compensation and Employer's Liability insurance coverage in compliance with all laws of the State of Ohio.

2. Hold Harmless and Indemnification

Lessee agrees to indemnify and hold harmless Lessor and its elected and appointed officials, agents and employees, and their successors and assigns (the "Lessor Indemnitees") from any and all third party claims against any of the Lessor Indemnitees for wrongful death, bodily or personal injury and/or property damage, including costs of investigations, all expenses of litigation including reasonable attorney fees arising out of the negligence or willful misconduct relating to the occupancy, use or misuse of the Leased Premises by Lessee, its guests and invitees.

J. Entry by Lessor

Lessee will permit Lessor or its agents to enter the Leased Premises at all reasonable times to examine and/or inspect the Leased Premises. Lessor shall give at least 24 hours' prior written notice prior to entering the Leased Premises, except in the case of an emergency no prior notice shall be required.

K. Assignment and Subletting

Lessee will not assign this Lease, or sublet any part of the Leased Premises, without Lessor's express written consent. Any sublease must be approved as the form and content by Lessor including review by its insurer and legal counsel.

L. Covenants of Title and Quiet Enjoyment

Lessor warrants that it is the lawful owner of the Leased Premises and has good right and power to enter into this Lease. If Lessee pays the rent as agreed, and fulfills all other conditions and obligations under this Lease, Lessee may quietly enjoy the Leased Premises without hindrance by Lessor or any person lawfully claiming under Lessor.

M. Liens and Encumbrances

Lessee or any sub-lessees herein permitted shall not engage in any activities or take any action, or fail to take any action that will create or that may result in the creation of a lien or encumbrance against the Leased Premises. In the event a lien or encumbrance against the Leased Premises results from the actions or inactions of Lessee or any sub-lessee herein permitted, the Lessee shall be solely responsible for discharging such lien or encumbrance, and in the event Lessee fails to fully discharge and release such lien or encumbrance within a reasonable time after being notified by Lessor of such lien or encumbrance, Lessor is entitled to take action to remove such lien or encumbrance, and all costs and expenses, including without limitation, reasonable attorney's fees and costs shall be paid by Lessee to Lessor.

N. Responsibility for Personal Property

Lessee is solely responsible for the safe keeping and insuring all tangible and intangible personal property located on the Leased Premises that belongs to Lessee or its sub-lessees herein permitted, and its agents, employees, licensees, guests and invitees. Lessee shall be solely responsible for obtaining its own contents insurance coverage for personal property.

O. Damage to Leased Premises; Appropriation of Leased Premises

1. Damage or Destruction of the Leased Premises

If any part of the Leased Premises is damaged or destroyed without Lessee's fault, rendering the Leased Premises unfit for occupancy, Lessee may surrender possession of the Leased Premises and thereby terminate the Lease with respect to all provisions, remaining liable only for accrued and unpaid rent under the Lease.

2. Eminent Domain

If any part of the Leased Premises is taken under a right of eminent domain, this Lease shall terminate on the date possession is required for the public use, and the taking shall constitute neither an eviction of Lessee nor a breach by Lessor of the covenant of quiet enjoyment. Until possession is required for public use, Lessee may continue to occupy and will pay the rent and observe all other covenants of the Lease.

Lessee shall not be entitled to any part of the award of compensation for a taking under eminent domain, or damages to the residue; Lessor is entitled to the entire amount without deduction for any estate or interest of Lessee.

P. Default by Lessee; Remedies of Lessor

1. What Constitutes Default by Lessee

Lessee is in default under this Lease if: (a) any installment of rent is not paid within ten (10) days after its due date; (b) Lessee fails to perform any other obligation under this Lease, including Lessee's failure to fulfill its obligations contained in the CIP, within thirty (30) days after written notice of the alleged breach is provided by Lessor to Lessee; (c) Lessee vacates the Leased Premises during the term; (d) Lessee makes an assignment for the benefit of creditors, or is subjected to receivership; (e) Lessee's interest in the Leased Premises is subjected to execution, attachment, or other legal process; or, (f) Lessee is adjudicated bankrupt in a voluntary or involuntary proceeding.

2. Remedies of Lessor

If Lessee defaults, Lessor may enter and repossess the Leased Premises as if this Lease had not been made, and the Lease will thereby terminate without prejudice to Lessor's rights of action for past due rent, breach of covenant, present and prospective

damages, or other cost or expense resulting from Lessee's default. For purposes of this section, the commencement of an action in forcible entry and detainer, ejectment, or similar action following default by Lessee is equivalent to an actual entry of the Leased Premises by Lessor.

3. Waiver of Default

The waiver by Lessor of any default by Lessee shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.

Q. Notices

Except as provided in Paragraph J, all notices under this Lease shall be in writing. Unless the party concerned designates another address, notices to Lessor and Lessee shall be mailed or delivered to the address as set forth on the first page of this Lease.

R. Lease Binding on Parties and Successors

This Lease and its provisions shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties, except that no assignment of all or any part of this Lease by Lessee in violation of its terms shall vest any right, title, or interest in the purported assigns.

S. Law and Venue.

This Lease shall be construed under the laws of the State of Ohio. This Lease and all other documents referenced herein shall be subject to the parties stipulating hereby to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of or related thereto in any way being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

T. Liability for Attorney's Fees

In the event any legal action is brought by on behalf of Lessor against Lessee based upon Lessee's default under this Lease, Lessee shall be obligated to pay Lessor's reasonable attorney's fees, plus court costs and expenses relating to such legal action, regardless of whether the action is prosecuted to judgment.

U. Termination.

This Lease may be terminated by either party with cause for the other party's default of its obligations herein; provided, that any such termination must be made by written notice from the non-defaulting party to the defaulting party which specifies the default in reasonable detail. Further, this Lease may be terminated by Lessor in the event Lessor shall determine, in its sole discretion that the leased Premises is needed for a municipal purpose. In the event the Lessor terminates the lease for municipal purposes prior to the end of the lease, the Lessor shall give twelve (12) months written notice and agrees to refund the Lessee the pro-rated amount of the ten (10) year amortized costs of the approved and completed capital improvements.

[Remainder of page intentionally left blank – signature pages follow]

V. Execution

LESSOR

IN EXECUTION WHEREOF, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed by its Mayor, and its Fiscal Officer, on the date stated below, pursuant to Ordinance Number 2016-_____, dated _____.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: Mayor _____

TITLE: Fiscal Officer _____

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2016, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be _____, Mayor, and _____, Fiscal Officer, of the Village of South Lebanon, Ohio, and acknowledged the signing and execution of this Agreement is their free and voluntary act and deed, in accordance with the above referenced Village Ordinance authorizing such act.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

**PREPARED AND APPROVED
AS TO FORM AND CONTENT BY:**

**PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO**

By: _____

Village Solicitor

Date: _____

LESSEE

IN EXECUTION WHEREOF, JOSHUA'S PLACE , INC. , the Lessee herein, has caused this Lease be executed by Kevin Peyton, its Executive Director, on the date stated below, pursuant to corporate Resolution authorizing such act.

WITNESS AS TO LESSEE:

LESSEE:

JOSHUA'S PLACE, INC.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

DATE: _____

TITLE: _____

DATE: _____

STATE OF OHIO, COUNTY OF _____, ss:

On this _____ day of _____, 2016, before me personally appeared Kevin Peyton, whose title is Executive Director of JOSHUA'S PLACE, INC., the Lessee in the foregoing Lease, and acknowledged the signing and execution of this Agreement is his free and voluntary act and deed, in accordance with the aforementioned corporation resolution authorizing such act.

NOTARY PUBLIC: _____

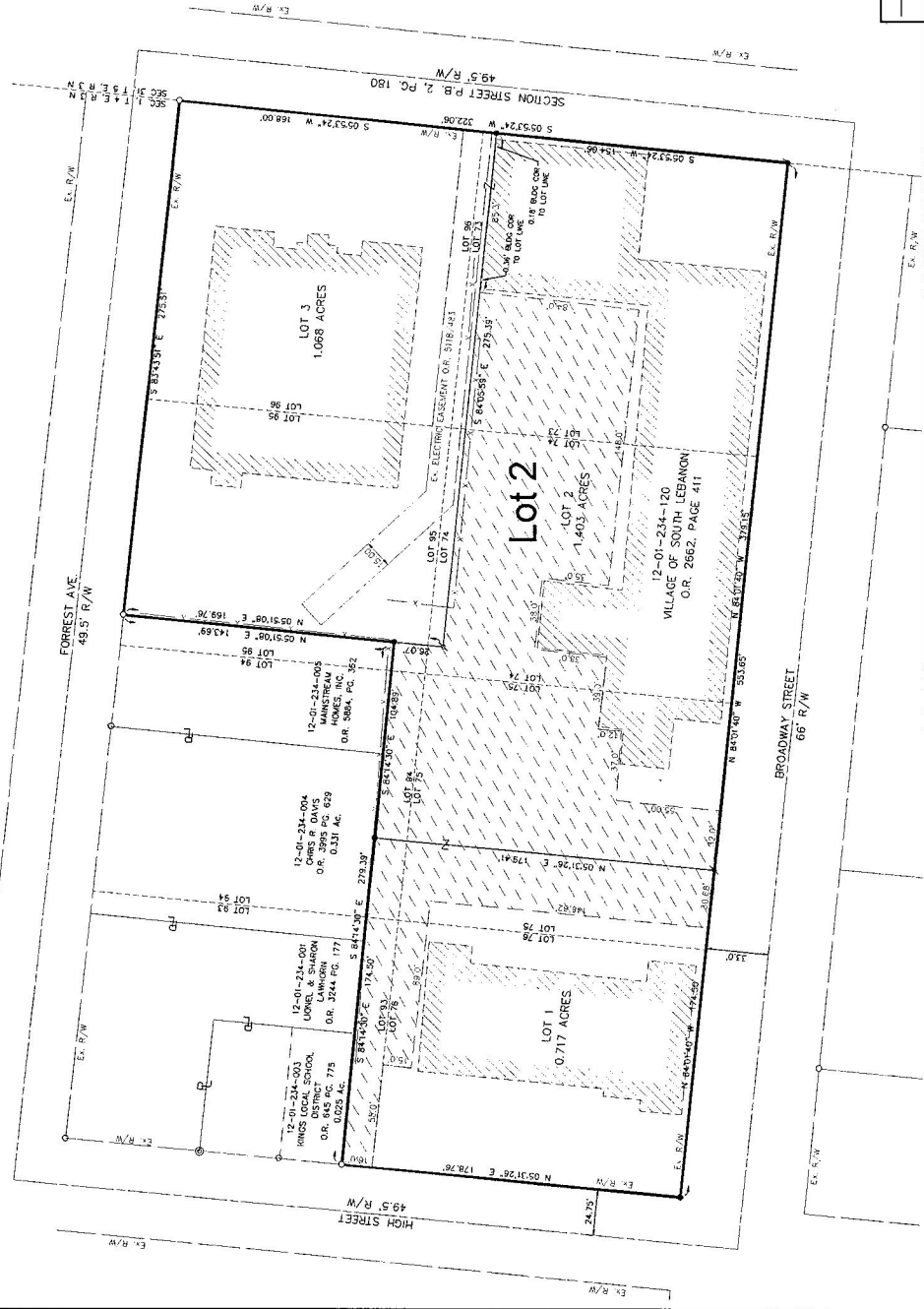
MY COMMISSION EXPIRES: _____

[seal]

Exhibit A



VILLAGE OF SOUTH LEBANON
83 N. Section Street
Lot 1 - vacant building
Lot 2 - Community Center
Lot 3 - Early Learning Center





Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council

From: Jerry Haddix, Village Administrator

Date: May 17, 2016

Subject: SR48/Mason-Morrow-Millgrove (M-M-M) Road Project ROW Parcel 13 & 15

On the agenda for the June 2nd meeting is the purchase of a two (2) parcels of right-of-way.

Parcel #13 is owned by Earl & Kathleen Amburgy along the south side of Mason-Morrow-Millgrove Road. The appraised Fair Market Value (FMV) of the parcel was \$22,582. After negotiations, the Amburgy's accepted our offer of \$24,840.

Parcel #15 is a temporary easement from Kathleen Amburgy on the north side of the street from the above parcel. The FMV which Ms. Amburgy accepted was \$1,742.00

Two (2) parcels will be remaining for the project after these two (2) acquisitions.

Let me know if you have any questions or need additional information.

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-____

**A RESOLUTION APPROVING AND AUTHORIZING A TEMPORARY
CONSTRUCTION EASEMENT ON THE PROPERTY OWNED BY KATHLEEN J.
AMBURGY NECESSARY FOR THE CONSTRUCTION OF THE STATE ROUTE
48/MASON-MORROW-MILLGROVE ROAD PROJECT, AND DECLARING AN
EMERGENCY**

WHEREAS, the acquisition of certain easements and property is necessary for the construction of the State Route 48/Mason-Morrow-Millgrove Road Intersection Improvements Project; and,

WHEREAS, a temporary construction easement is necessary along the property of Kathleen J. Amburgy, 604 W. Mason Road, South Lebanon; and,

WHEREAS, Kathleen J. Amburgy desires to grant the Village a temporary easement as described in the attached Exhibit "A" for just consideration as determined by an appraisal by Beck Consulting , and the Village has determined that the consideration recited in the attached Easement is just compensation which the said property owner is willing to accept; and,

WHEREAS, immediate action is required for the Village to process payment for and recording of said temporary construction easement in a timely manner.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Temporary Easement with Kathleen J. Amburgy, 604 W. Mason Road, South Lebanon, a copy of which is attached hereto.

Section 2. Approving the consideration in the amount of \$1,742.00 as recited in the attached Temporary Easement.

Section 3. Authorizing the Fiscal Officer to pay the recordation costs to record the Temporary Easement in the Warren County Recorder's Office as necessary.

Section 4. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 6. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare.

Section 7. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were passed in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 2nd day of June, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas		
____ Nays		
First Reading – / /2016		Effective Date – / /2016
Second Reading – / /2016		
Third Reading – / /2016		
Vote - ____ Yeas		
____ Nays		

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: 6/2/16

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Kathleen J. Amburgy, married Earl Amburgy, her husband , the Grantor(s) herein, in consideration of the sum of \$1,742.00, to be paid by the Village of South Lebanon, Ohio , the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 15-T

WAR 48 - 8.80

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Warren County Current Tax Parcel No. 1201126005

Prior Instrument Reference: OR 189/PG 216, Warren County Recorder's Office.

To have and to hold said temporary easement, 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 herein granted to the Grantee is twenty four 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 interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

And, for the consideration hereinabove written, Earl Amburgy, the spouse of Kathleen J. Amburgy, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

IN WITNESS WHEREOF Kathleen J. Amburgy and Earl Amburgy have hereunto set their hands on the 19th day of May, 2015.

Kathleen J. Amburgy
KATHLEEN J. AMBURGY

Earl Amburgy
EARL AMBURGY

STATE OF OHIO, COUNTY OF WARREN ss:

BE IT REMEMBERED, that on the 19th day of May, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Kathleen J. Amburgy and Earl Amburgy, who acknowledged the foregoing instrument to be their voluntary acts and deeds.

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



JANE E ROBERTS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 1-29-21

Jane E. Roberts

NOTARY PUBLIC

My Commission expires: 1-29-2021

This document was prepared by: Heritage Land Services Agent for the Village of South Lebanon

EXHIBIT A

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 03/16/2015

PID 94494

**PARCEL 15-T
WAR-48-8.80
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
PERFORM GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
THE VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situate in Section 1, Town 4, Range 3, in The Village of South Lebanon, Union Township, Warren County, State of Ohio, and being part of a 0.613 acre parcel of land as conveyed to KATHLEEN J. AMBURGY by instrument as recorded in OR 1269 P 300 of the Official Records of said county and being more particularly bounded and described, with Stations and offsets referenced to the proposed centerline of Mason Morrow Millgrove Road (C.R. 38) as shown on the "WAR-48-8.80 Centerline Plat" as recorded in Plat Book 89 Pages 74 to 77, as follows:

Beginning for reference at the southeast corner of said parcel, in the existing centerline of Mason Morrow Road, 5.01 feet right of Station 58+98.43;

Thence with said east line North 05° 43' 45" East 30.00 feet to a point in the existing north right of way line of Mason Morrow Millgrove Road, 24.99 feet left of Station 58+98.22, said point being the TRUE POINT OF BEGINNING;

PARCEL 15-T

Thence with said north right of way line North 84° 07' 02" West 126.18 feet to a point in the west line of said parcel, 27.96 feet left of Station 57+74.01;

Thence with said west line North 05° 46' 33" East 9.07 feet to a point 37.01 feet left of Station 57+74.61;

Thence along a new line through said parcel South 84° 14' 20" East 126.17 feet to a point in the east line of said parcel, 34.32 feet left of Station 58+98.15;

EXHIBIT A

LPA RX 887 T

Rev. 07/09

PARCEL 15-T cont'd

Thence with said east line South 05° 43' 45" West 9.34 feet to the TRUE POINT OF BEGINNING, containing 0.0267 acres, (1161 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by G. J. Berding Surveying, Inc. under the direction of Gerard J. Berding, Registered Surveyor Number 6880 in 2007 with bearings based on Ohio State Plane Coordinates, South Zone, NAD83 (1996), by GPS and conventional surveying.

This description was prepared by LJB Inc. under the direction of Andrew J. Shahan, Registered Surveyor Number 8378.

Monument Boxes referred as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor. Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 8378 - LJB INC" or "ODOT - PS 8378 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in OR 1269 P 300, Warren County Recorder's Office.

0.0267 acres of the above described area is contained within Warren County Auditor's Permanent Parcel Number (SIDWELL) 12-01-126-005, of which the present road right of way occupies 0.0000 acres, more or less.

Prepared by
LJB Inc.



By: Andrew J. Shahan Date: 5/20/2015
Andrew J. Shahan, Ohio PS No. 8378

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-____**

**A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF A
PARCEL ALONG MASON-MORROW MILLGROVE ROAD (ODOT PARCEL# 13-
WD,T) NECESSARY FOR THE CONSTRUCTION OF THE STATE ROUTE
48/MASON-MORROW-MILLGROVE ROAD PROJECT, AND DECLARING AN
EMERGENCY**

WHEREAS, the purchase of a parcel (Parcel# 13-WD,T) along-Morrow-Millgrove Road, South Lebanon, OH 45065 (“the Property”) is necessary for the construction of the State Route 48/Mason-Morrow-Millgrove Road Intersection Improvements Project; and,

WHEREAS, the Village desires to purchase from Kathleen J. Amburgy and Earl Amburgy, the Property pursuant to the terms contained in the Contract for Sale and Purchase of Real Property, attached hereto as Exhibit A; and,

WHEREAS, immediate action is required for the Village to purchase the Property to complete the State Route 48/Mason-Morrow-Millgrove Road Intersection Improvements Project in a timely manner.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor to execute the Contract for Sale and Purchase of Real Property, attached hereto as Exhibit A, and any other documents to consummate the purchase of the Property.

Section 2. Approving the consideration in the amount of \$24,840.00 as recited in the attached Exhibit A.

Section 3. Authorizing the Fiscal Officer to pay the applicable costs to consummate the purchase of the Property.

Section 4. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 6. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare.

Section 7. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were passed in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 2nd day of June, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas		
____ Nays		
First Reading – / /2016		Effective Date – / /2016
Second Reading – / /2016		
Third Reading – / /2016		
Vote - ____ Yeas		
____ Nays		

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: 6/2/16

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): 13-WD,T
WAR 48 - 8.80

This Agreement is by and between the Village of South Lebanon, Ohio ["Purchaser"] and Earl Amburgy and Kathleen J. Amburgy, husband and wife ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$24,840.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located

thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, 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.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents

shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

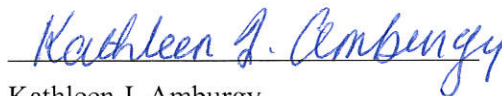
No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the Village of South Lebanon, Ohio and Earl Amburgy and Kathleen J. Amburgy have executed this Agreement on the date(s) indicated immediately below their respective signatures.



Earl Amburgy

Date: May 19th 2016



Kathleen J. Amburgy

Date: May 19th 2016

STATE OF OHIO, COUNTY OF WARREN ss:

BE IT REMEMBERED, that on the 19th day of May, 20 16, before me

the subscriber, a Notary Public in and for said state and county, personally came the above named Earl Amburgy and Kathleen J. Amburgy who acknowledged the foregoing instrument to be their voluntary acts and deeds.

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



JANE E ROBERTS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 1-29-21

Jane E. Roberts
NOTARY PUBLIC
My Commission expires: 1-29-2021

Approved as to form:

Village of South Lebanon, Ohio

Paul R. Revelson
Village Solicitor
Village of South Lebanon

James D. Smith
Mayor

Date: _____

STATE OF OHIO, COUNTY OF WARREN ss:

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 James D. Smith, the Mayor and duly authorized representative of Village of South Lebanon, Ohio, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of Village of South Lebanon, Ohio.

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: _____

EXHIBIT A

Page 1 of 2

Rev. 06/09

LPA RX 851 WD

Ver. Date 05/19/2015

PID 94494

**PARCEL 13-WD
WAR-48-8.80
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
THE VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in Section 1, Town 4, Range 3, in The Village of South Lebanon, Union Township, Warren County, State of Ohio, and being part of Lot 2 of JAMES AMBURGY SUBDIVISION as recorded in Plat book 21 , page 66, of said county's plat records, being part of a UNSTATED acre parcel of land as conveyed to EARL AND KATHLEEN J.AMBURGY by instrument as recorded in OR 4867, P 832 of the Official Records of said county, and being more particularly bounded and described, with Stations and offsets referenced to the proposed centerline of Mason Morrow Millgrove Road (C.R. 38) as shown on the "WAR-48-8.80 Centerline Plat" as recorded in Plat Book 89 Pages 74 to 77, as follows:

Beginning for reference at the northwest corner of Lot 2 of said James Amburgy Subdivision, said point being the northeast corner of Lot 1 and on the south right of way line of Mason Morrow Millgrove Road as dedicated by said plat, and 5.96 feet right of Station 55+88.40; being the TRUE POINT OF BEGINNING for Parcel 13-WD;

Thence with the north line of Lot 2 and said south right of way line South 84° 07' 02" East 157.30 feet to an Iron pin set in the new south right of way line of Mason Morrow Millgrove Road, 30.00 feet right of Station 57+46.19;

Thence along said new south highway right of way line through said Lot, along the arc of a curve to the left 158.58 feet, said arc having a radius of 1243.00 feet, a central angle of 07° 18' 35" and a chord bearing South 87° 00' 23" West 158.47 feet to an Iron pin set in the west line of said Lot 2 and the east line of said Lot 1, 30.00 feet right of Station 55+83.79;

EXHIBIT A

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LPA RX 851 WD

Rev. 06/09

PARCEL 13-WD cont'd

Thence with the west line of said Lot 2 and the east line of said Lot 1 North 04° 10' 10" East 24.46 feet to the TRUE POINT OF BEGINNING, containing 0.0380 acres (1656 SF), more or less, subject to all legal easements and restrictions of record.

Said parcel being shown on Survey Record 142 page 23, Warren County Engineer's Office.

This description is based upon a field survey performed by G. J. Berding Surveying, Inc. under the direction of Gerard J. Berding, Registered Surveyor Number 6880 in 2007 with bearings based on Ohio State Plane Coordinates, South Zone, NAD83 (1996), by GPS and conventional surveying.

This description was prepared by LJB Inc. under the direction of Andrew J. Shahan, Registered Surveyor Number 8378.

Monument Boxes referred as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor. Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 8378 - LJB INC" or "ODOT - PS 8378 - LJB INC".

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in OR 4867, P 832, Warren County Recorder's Office.

0.0380 acres of the above described area is contained within Warren County Auditor's Permanent Parcel Number (SIDWELL) 12-01-129-004, of which the present road right of way occupies 0.0000 acres, more or less.

Prepared by
LJB Inc.

By: Andrew J. Shahan
Andrew J. Shahan, Ohio PS No. 8378

5/20/2015
Date



EXHIBIT A

Page 1 of 3

LPA RX 887 T

Rev. 07/09

Ver. Date 03/16/2015

PID 94494

**PARCEL 13-T
WAR-48-8.80
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
PERFORM GRADING AND RELOCATE DRIVEWAY
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
THE VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situate in Section 1, Town 4, Range 3, in The Village of South Lebanon, Union Township, Warren County, State of Ohio, and being part of Lot 2 of JAMES AMBURGY SUBDIVISION as recorded in Plat book 21 , page 66, of said county's plat records, being part of a UNSTATED acre parcel of land as conveyed to EARL AND KATHLEEN J.AMBURGY by instrument as recorded in OR 4867, P 832 of the Official Records of said county and being more particularly bounded and described, with Stations and offsets referenced to the proposed centerline of Mason Morrow Millgrove Road (C.R. 38) as shown on the "WAR-48-8.80 Centerline Plat" as recorded in Plat Book 89 Pages 74 to 77, as follows:

Beginning for reference at the northwest corner of Lot 2 of said James Amburgy Subdivision said point being on the south right of way line of Mason Morrow Millgrove Road as dedicated by said plat said point being 5.96 feet right of Station 55+88.40;

Thence with the west line of Lot 2 and the east line of Lot 1 South 04° 10' 10" West 24.46 feet to an iron pin set on the new right of way line 30.00 feet right of Station 55+83.79; said point being the TRUE POINT OF BEGINNING,

PARCEL 13-T

Thence along the new highway right of way line along the arc of a curve to the right 158.58 feet, said arc having a radius of 1243.00 feet, a central angle of 07° 18' 35" and a chord bearing North 87° 00' 23" East 158.47 feet to an iron pin set in the south dedicated right of way line of Mason Morrow Millgrove Road and the north line of said Lot 2, 30.00 feet right of Station 57+46.19;

Thence with said south dedicated right of way line and the north line of said Lot 2 South 84° 07' 02" East 117.70 feet to an iron pin set in the east line of Lot 2 and the west line of Lot 3 35.15 feet right of Station 58+66.91;

EXHIBIT A

Page 2 of 3

LPA RX 887 T

Rev. 07/09

PARCEL 13-T CONT.

Thence with the east line of Lot 2 and the west line of Lot 3 South 04° 10' 09" West 9.86 feet to a point 45.00 feet right of Station 58+67.25;

Thence along a new temporary easement line North 87° 18' 06" West 96.28 feet to a point 46.96 feet right of Station 57+67.36;

Thence continuing along the new temporary easement line South 83° 12' 22" West 181.95 feet to a point in the east line of Lot 1 and the west line of Lot 2 60.13 feet right of Station 55+77.74;

Thence North 04° 10' 10" East 30.69 feet to the TRUE POINT OF BEGINNING, containing 0.1339 acres (5834 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by G. J. Berding Surveying, Inc. under the direction of Gerard J. Berding, Registered Surveyor Number 6880 in 2007 with bearings based on Ohio State Plane Coordinates, South Zone, NAD83 (1996), by GPS and conventional surveying.

This description was prepared by LJB Inc. under the direction of Andrew J. Shahan, Registered Surveyor Number 8378.

Monument Boxes referred as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor. Iron pins referred to as "set" shall be 3/4" by 30" reinforcing rod set by LJB Inc. with Aluminum cap stamped "ODOT R/W - PS 8378 - LJB INC" or "ODOT - PS 8378 - LJB INC".

EXHIBIT A

Page 3 of 3

LPA RX 887 T

Rev. 07/09

PARCEL 13-TV CONT.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in OR 4867, P 832, Warren County Recorder's Office.

Prepared by
LJB Inc.



By: *Andrew J. Shahan*
Andrew J. Shahan, Ohio PS No. 8378

5/20/2015
Date



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor and Council
From: Jerry Haddix, Village Administrator
Date: June 1, 2016
Subject: OPWC Pre-Application

On the agenda for the June 2nd Regular Meeting is the resolution to approve a pre-application for a combination grant/loan to the Ohio Public Works Commission (OPWC) for improvements to Mason-Morrow-Millgrove Road. I am currently finalizing the budget and will provide it to you prior to the meeting.

If approved, OPWC funds for this project would be available July 1, 2018.

Please let me know if you have any questions or need additional information.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-____**

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE A PRE-APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR A GRANT AND LOAN FOR THE MASON-MORROW-MILLGROVE ROAD PROJECT IN THE VILLAGE OF SOUTH LEBANON, AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio Public Works Commission (OPWC) offers a state capital improvement and/or local transportation improvement program to provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

WHEREAS, the Village of South Lebanon is planning to make capital improvements for the Mason-Morrow-Millgrove Road Project; and,

WHEREAS, the infrastructure improvements herein above described are considered to be a priority need for the community and is a qualified project under the OPWC program; and,

WHEREAS, immediate action is required for the Village to timely submit a pre-application to OPWC by June 10, 2016, and the construction of the Mason-Morrow-Millgrove Road Project is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves, and further authorizes the Mayor and Fiscal Officer to execute the OPWC pre-application for a combination grant/loan for the Mason-Morrow-Millgrove Road Project in the Village of South Lebanon, a copy of which is attached hereto.

Section 2. That the Council is acting in its administrative capacity in passing this Resolution.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 2nd day of June, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2016 (if applicable)	Effective Date – / /2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading– / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: June 2, 2016