

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2024-13**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND THE DIRECTOR
OF FINANCE TO EXECUTE AN EASEMENT AGREEMENT FOR A PERPETUAL
WATERLINE EASEMENT ON THE PROPERTY OWNED BY OEDER & SONS
GARAGE INC. NECESSARY FOR THE CONSTRUCTION OF A WATER LINE, AND
DECLARING AN EMERGENCY**

WHEREAS, providing utilities, including the provision of safe, drinking water, is one the functions of local municipal government; and,

WHEREAS, in order to extend public water service along Mason-Morrow-Millgrove Road west of Sutton Drive to serve additional areas of the City, certain easements are necessary to allow for the construction of a water main along this area; and,

WHEREAS, Oeder & Sons Garage Inc., being a property owner along the proposed water main location, has agreed to grant the City a perpetual Water Line Easement as per the terms in the attached Easement Agreement; and,

WHEREAS, immediate action is required for the City to acquire the said public water line easement to maintain the construction schedule for the project, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

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

Section 1. That the Council approves and authorizes the Mayor and Director of Finance to execute the Easement Agreement with Oeder & Sons Garage Inc., a copy of which is attached hereto.

Section 2. Authorizing the Director of Finance to pay the recordation costs to record the Easement Agreement in the Warren County Recorder's Office.


Section 3. The recitals contained in the Whereas clauses set forth above are incorporated by reference herein.

Section 4. All formal actions of City Council regarding this Resolution were adopted in an open meeting of City Council in compliance with all legal requirements, including, but not limited to, Section 121.22 of the Ohio Revised Code.

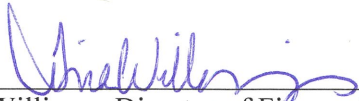
Section 5. This Resolution is hereby declared to be an emergency measure in accordance with Section 731.30 of the Ohio Revised Code for the immediate preservation of the public peace, health, safety, and general welfare; and this Resolution shall be in full force and effective immediately upon its passage.

Resolution No. 2024-13
Page 2

Adopted this 4 day of April, 2024.



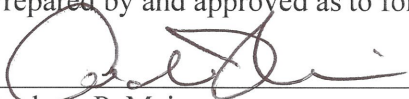
Linda S. Burke, Mayor

Attest: 

Petrina D. Williams, Director of Finance/Clerk

Rules Suspended:	<u>4/4/24</u>	(if applicable)
First Reading:	<u>-</u>	
Second Reading:	<u>-</u>	
Vote:	<u>6</u> Yeas	
	<u> </u> Nays	
Effective Date:	<u>4/4/24</u>	

Prepared by and approved as to form:



Andrew P. Meier
Law Director
City of South Lebanon, Ohio

4/4/2024

EASEMENT AND AGREEMENT

(Water Line and Appurtenances)

Oeder & Sons Garage, Inc., an Ohio Corporation with an address of 1000 W. Mason-Morrow-Millgrove Road, Lebanon, Ohio 45036 ("Grantor"), for Forty One Thousand Nine Hundred Eighty and 00/100 (\$41,980.00) Dollars and other good and valuable consideration recited herein paid by the **CITY OF SOUTH LEBANON, an Ohio municipal corporation**, acting by and through its duly elected **City Council**, an Ohio political subdivision operating under Title 7, et. seq. of the Ohio Revised Code, with an address of **10 High Street, South Lebanon, Ohio 45065** ("Grantee"), the receipt and sufficiency of which are hereby stipulated, does hereby grant to Grantee, its successors and assigns forever, an easement in, on, over, under, across and through the real property particularly described in Exhibit "A" and illustrated in Exhibit "B" (the "Easement Area"), both of which are attached hereto and incorporated by reference herein, for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating an underground water utility line and related apparatus and appurtenances thereto (the "Improvements"), for the public purpose and necessity of extending an underground water line.

The said permanent easement shall be subject to the following:

1. Grantee at its sole cost shall be entitled to survey, construct, use, operate, inspect, maintain and keep in repair thereon, replace and remove, the water utility line, apparatus and appurtenances within the Easement Area, including without limitation the activities customarily associated therewith and the right to remove or abate any obstructions or items that may endanger the safety of or interfere with Grantee's rights herein. The said Improvements shall be constructed or reconstructed in accordance with Project construction plans and specifications, a copy of which will be maintained on file in the Office of the South Lebanon City Administrator and available to Grantor at all times. Grantee shall, at its expense, promptly return the surface of the Easement Area to its former condition as nearly as is reasonably practicable subject to the rights in this Easement. Once Grantee commences construction of the Improvements, it shall diligently and expeditiously complete such construction. During construction of the Improvements, Grantee shall keep the worksite in neat, clean and orderly condition, and remove from Grantor's property any equipment or vehicles required for construction purposes when such equipment or vehicles are no longer being used for the same.

2. After Grantee's approval and acceptance of the said Improvements, Grantee agrees that upon subsequent entry by Grantee for the purpose of construction, installation, reconstruction, replacement, removal, repair, maintenance and operation of the Improvements, it will at Grantee's expense promptly restore the surface of Grantor's property within the Easement Area to its former condition as nearly as is reasonably practicable. Grantor understands and agrees that restoration of Grantor's property within the Easement Area shall not include repair or replacement of any structures, improvements, fixtures, or other tangible items in the Easement Area.

3. The perpetual easement rights granted herein are "non-exclusive". Grantor retains the right to use Grantor's property for all purposes which do not in any manner impair Grantee's use or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the Improvements or access thereto. Grantor shall not cause or allow any permanent or temporary building, structure, facility, or other improvement to be constructed in or upon the Easement Area, except utility service lines, paved parking, driveways, landscaping and sidewalks. If Grantor makes permanent or temporary improvements in or upon the Easement Area, other than those stated above, then Grantor shall assume full responsibility for any damage or destruction of such improvements by Grantee, and Grantee, its employees, agents, representatives and contractors, shall not be liable for any damage or destruction of such improvements during the good faith exercise of the rights granted herein. Any permanent or temporary improvements are subject to Grantee's approval.

4. Grantor hereby covenants with Grantee to be the true and lawful owner of the above-described real property and lawfully seized of the same in fee simple and having good, right, and full power to grant this Easement and will not convey or transfer fee simple ownership of the described real property prior to this instrument being recorded, and any subsequent transfers shall be subject to Grantee's rights established herein. Grantor further covenants and warrants to Grantee that this Easement is not subordinate to any mortgages.

5. Upon completion of all improvements of the subject property, the Grantee will permit the Grantor three (3) complimentary connections to the Grantee's water and sanitary sewer system for the Grantor's properties along Mason-Morrow-Millgrove Road with Parcel#'s 12-07-100-027, 12-07-200-009, and 12-07-200-010. The Grantee shall also allow access to the City water service to the Grantor's property at 1000 W. Mason-Morrow-Millgrove Road, Lebanon, Ohio 45036, as well as a single connection to the Grantee's sanitary sewer system, whether within or outside the corporate limits of South Lebanon. User fees to be in accordance with City ordinances pertaining to water and sanitary sewer service.

6. Any reference in this instrument to Grantee shall also include its agents, contractors, employees, officials and insurers. All terms and conditions contained herein shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the

GRANTEE:

IN EXECUTION WHEREOF, the City of South Lebanon, Ohio, acting through its City Council, has caused this instrument to be executed by Linda S. Burke, its Mayor, and Petrina D. Williams, its Director of Finance, on the date stated below, pursuant to Resolution Number 2024- 13 dated 4/4/24.

CITY OF SOUTH LEBANON, OHIO

SIGNATURE: Linda S. Burke
NAME: Linda S. Burke
TITLE: Mayor
DATE: 4/4/2024

SIGNATURE: Petrina D. Williams
NAME: Petrina D. Williams
TITLE: Director of Finance
DATE: 4/4/24

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 4th day of April, 2024, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be **Linda S. Burke, Mayor** and **Petrina D. Williams, Director of Finance**, of the City of South Lebanon, Ohio, and pursuant to the authority granted to them to act on its behalf pursuant to Resolution Number 2024- 13 dated 4/4/24, and while acting in their official capacity, did acknowledge the signing thereof to be their voluntary act and deed.



[SEAL] **Amy Butler**
Notary Public, State of Ohio
My Commission expires
July 18, 2026

Notary Public: [Signature]
My Commission Expires: 07-18-2026

THIS PREPARED AND APPROVED AS TO FORM BY:

ANDREW P. MEIER
LAW DIRECTOR
CITY OF SOUTH LEBANON, OHIO

SIGNATURE: [Signature]
NAME: Andrew P. Meier
TITLE: Law Director
DATE: 4/4/2024

DESCRIPTION FOR: WATER MAIN EASEMENT

**LOCATION: Mason-Morrow-Millgrove Road
20,433 Square Feet**

Situate in Section 7, Town 4, Range 3, Symmes Purchase, Village of South Lebanon, Union Township, Warren County, Ohio and being part of a 16.4608 acre tract of land as conveyed to Oeder & Sons Garage, Inc. by deed recorded in Official Record 4647, Page 933 (all records of the Warren County, Ohio Recorder's Office) and also being a water main easement, varying in width, more particularly described as follows:

Beginning at a point in the west line of grantor herein, and east line of a 7.240 acre tract of land as conveyed to Oeder & Sons Garage, Inc. by deed recorded in Official Record 490, Page 154, lying North 74°05'04" East, 1911.17 feet and South 06°11'04" West, 50.65 feet from the intersection of the centerline of Mason-Morrow-Millgrove Road (County Road No. 38) with the northeast right-of-way line of the Lebanon Countryside Trail (former Penn-Central Railroad);

Thence from said point of beginning, North 82°58'10" East, 108.31 feet to the existing south right-of-way line of said Mason-Morrow-Millgrove Road, a public right-of-way 60 feet in width;

Thence along south right-of-way lines of said Mason-Morrow-Millgrove Road, South 86°03'36" East, 337.04 feet and South 84°37'59" East, 388.23 feet;

Thence, South 78°58'40" East, 139.00 feet to the east line of grantor herein and west line of Sutton Drive (R/W Varies) as shown and dedicated on plat recorded in Plat Book 94, Page 88;

Thence, along grantors east line, along the west line of said Sutton Drive and along the west line of a 6.2801 tract of land as conveyed to Lebanon Mason Residential, LLC by deed recorded in Document Number 2016-033236, South 06°19'04" West, 20.07 feet;

Thence, the following five (5) courses and distances:

- 1.) North 78°58'40" West, 140.08 feet;
- 2.) North 84°38'27" West, 308.78 feet;
- 3.) North 87°37'54" West, 99.72 feet;
- 4.) North 85°12'26" West, 313.06 feet;

5.) South 82°58'10" West, 111.02 feet to the west line of grantor herein and east line of aforesaid Oeder & Sons Garage, Inc. 7.240 acre tract;

Thence, along the west line of the grantor and east line of said 7.240 acre tract, North 06°11'04" East, 20.54 feet to the point of beginning.

Containing 20,433 square feet.

The above-described easement being for the purpose of construction, operation, maintenance, repair and/or replacement of the water main and its appurtenances contained therein.

Subject to all legal highways, easements and restrictions of record.

Bearings based on the US State Plane NAD 83 (Ohio South Zone 3402).

Being the result of an Easement Plat dated the 19th of August, 2021, prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S., Ohio Registration No. 7929.

Prepared by: McGill Smith Punshon, Inc.

Date: 19 AUG 2021

MSP No.: 06308.19

06308193-LEG-EAS-PAR1207200010

DESCRIPTION FOR: 20' WATER MAIN EASEMENT

**LOCATION: Mason-Morrow-Millgrove Road
 18,075 Square Feet**

Situate in Section 7, Town 4, Range 3, Symmes Purchase, Village of South Lebanon, Union Township, Warren County, Ohio and being part of a 7.240 acre tract of land as conveyed to Oeder & Sons Garage, Inc. by deed recorded in Official Record 490, Page 154 (all records of the Warren County, Ohio Recorder's Office) and also being a water main easement, 20.00 feet in width, more particularly described as follows:

Beginning at a point in the west line of grantor herein, and east line of a 25.3705 acre tract of land as conveyed to the City of Lebanon, Ohio by deed recorded in Official Record 240, Page 497, lying North 74°05'04" East, 985.00 feet and South 15°54'56" East, 40.00 feet from the intersection of the centerline of Mason-Morrow-Millgrove Road (County Road No. 38) with the northeast right-of-way line of the Lebanon Countryside Trail (former Penn-Central Railroad);

Thence, with a line parallel to and 40.00 feet south of said centerline, as measured perpendicular thereto, North 74°05'04" East, 862.79 feet;

Thence, North 82°58'10" East, 44.87 feet to the east line of grantor herein and west line of a 16.4608 acre tract of land as conveyed to Oeder & Sons Garage, Inc. by deed recorded in Official Record 4647, Page 933;

Thence, along the east line of the grantor and west line of said 16.4608 acre tract, South 06°11'04" West, 20.54 feet;

Thence, South 82°58'10" West, 38.62 feet;

Thence, with a line parallel to and 60.00 feet south of aforesaid centerline, as measured perpendicular thereto, South 74°05'04" West, 861.24 feet to the west line of grantor herein and east line of aforesaid City of Lebanon, Ohio;

Thence, along the west line of the grantor and east line of said City of Lebanon, Ohio, North 15°54'56" West, 20.00 feet to the point of beginning.

Containing 18,075 square feet.

The above-described easement being for the purpose of construction, operation, maintenance, repair and/or replacement of the water main and its appurtenances contained therein.

Subject to all legal highways, easements and restrictions of record.

Bearings based on the US State Plane NAD 83 (Ohio South Zone 3402).

Being the result of an Easement Plat dated the 19th of August, 2021, prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S., Ohio Registration No. 7929.

Prepared by: McGill Smith Punshon, Inc.

Date: 19 AUG 2021

MSP No.: 06308.19

06308193-LEG-EAS-18075sf

DESCRIPTION FOR: **20' WATER MAIN EASEMENT**

LOCATION: **Mason-Morrow-Millgrove Road**
10,115 Square Feet

Situate in Section 7, Town 4, Range 3, Symmes Purchase, Village of South Lebanon, Union Township, Warren County, Ohio and being part of a 4.303 acre tract of land as conveyed to Oeder & Sons Garage, Inc. by deed recorded in Document Number 2019-004890 (all records of the Warren County, Ohio Recorder's Office) and also being a water main easement, 20.00 feet in width, more particularly described as follows:

Beginning at a point in the west line of grantor herein, and east line of a 3.000 acre tract of land as conveyed to the Village of South Lebanon, Ohio by deed recorded in Document Number 2019-004891, lying North 74°05'04" East, 419.24 feet and South 15°54'56" East, 40.00 feet from the intersection of the centerline of Mason-Morrow-Millgrove Road (County Road No. 38) with the northeast right-of-way line of the Lebanon Countryside Trail (former Penn-Central Railroad);

Thence from said point of beginning, with a line parallel to and 40.00 feet south of said centerline, as measured perpendicular thereto, North 74°05'04" East, 505.76 feet to grantors east line and west line of a 13.045 acre tract of land as conveyed to Kings Local School District by deed recorded in Document Number 2019-011703;

Thence, along grantors east line and west line of said Kings Local School District, South 15°54'56" East, 20.00 feet;

Thence, with a line parallel to and 60.00 feet south of said centerline, as measured perpendicular thereto, South 74°05'04" West, 505.76 feet to the west line of grantor and east line of aforesaid Village of South Lebanon, Ohio;

Thence, along grantors west line and east line of said Village of South Lebanon, Ohio, North 15°54'56" West, 20.00 feet to the point of beginning.

Containing 10,115 square feet.

The above-described easement being for the purpose of construction, operation, maintenance, repair and/or replacement of the water main and its appurtenances contained therein.

Subject to all legal highways, easements and restrictions of record.

Bearings based on the US State Plane NAD 83 (Ohio South Zone 3402).

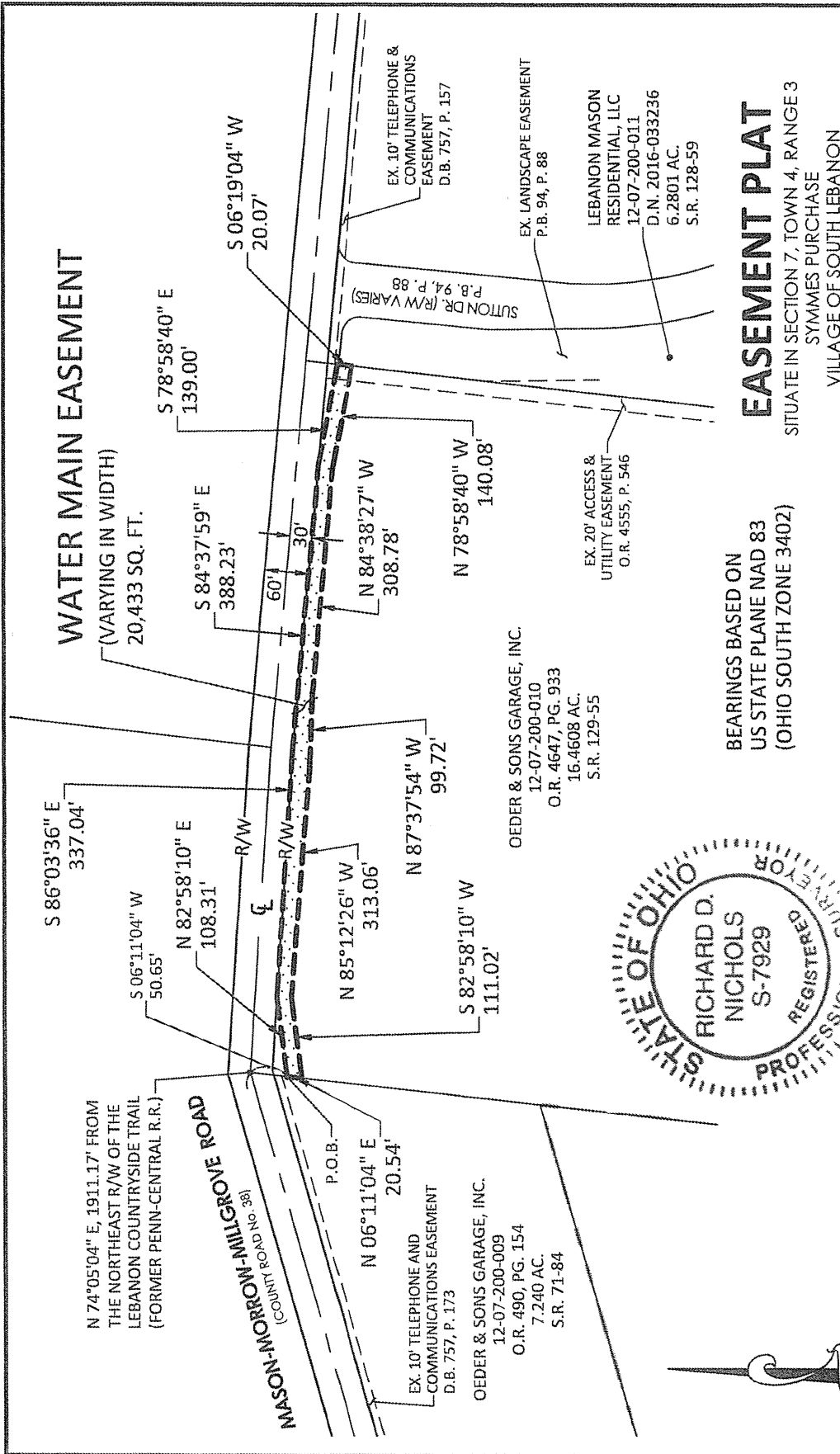
Being the result of an Easement Plat dated the 19th of August, 2021, prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S., Ohio Registration No. 7929.

Prepared by: McGill Smith Punshon, Inc.

Date: 19 AUG 2021

MSP No.: 06308.19

06308193-LEG-EAS-101156f

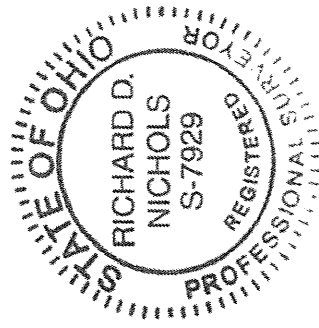


WATER MAIN EASEMENT
(VARYING IN WIDTH)
20,433 SQ. FT.

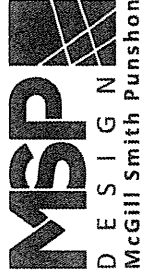
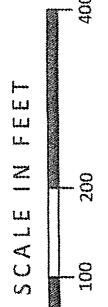
EASEMENT PLAT

SITUATE IN SECTION 7, TOWN 4, RANGE 3
SYMMES PURCHASE
VILLAGE OF SOUTH LEBANON
UNION TOWNSHIP, WARREN COUNTY, OHIO

BEARINGS BASED ON
US STATE PLANE NAD 83
(OHIO SOUTH ZONE 3402)



Richard D. Nichols
08/19/2021



McGill Smith Punshon
Architecture 3700 Park 42 Drive Suite 150B
Engineering Cincinnati OH 45241
Landscape Architecture Phone 513.759.0004
Planning www.mspdesign.com
Surveying

Date	19 AUG 2021
Scale	1" = 200'
Drawn By	CMB Proj. Mgr.
Survey Database	RDN 0630819
DWG	06308193-EAS-1WM
X-Ref(s)	
Project Number	06308.19
File No.	06308.19
Sheet No.	1 / 1

SCALE IN FEET



N 74°05'04" E, 985.00' FROM THE NORTHEAST R/W OF THE LEBANON COUNTRYSIDE TRAIL (FORMER PENN-CENTRAL R.R.)

S 15°54'56" E 40.00'

R/W

P.O.B.

40'

R/W

40'

R/W

40'

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N 82°58'10" E 44.87'

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60'

R/W

MASSON-MORROW-MILLIGROVE ROAD (COUNTY ROAD NO. 38)

N 74°05'04" E 862.79'

S 74°05'04" W 861.24'

S 82°58'10" W 38.62'

S 06°11'04" W 20.54'

EX. 10' TELEPHONE AND COMMUNICATIONS EASEMENT D.B. 757, P. 173

20' WATER MAIN EASEMENT
18,075 SQ. FT.

OEDER & SONS GARAGE, INC.
12-07-200-010
O.R. 4647, PG. 933
16.4608 AC.
S.R. 129-55

OEDER & SONS GARAGE, INC.
12-07-200-009
O.R. 490, PG. 154
7.240 AC.
S.R. 71-84

CITY OF LEBANON, OHIO
12-07-200-012
O.R. 240, PG. 497
25.3705 AC.
S.R. 149-51



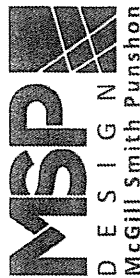
Richard D. Nichols
08/19/2021

BEARINGS BASED ON
US STATE PLANE NAD 83
(OHIO SOUTH ZONE 3402)

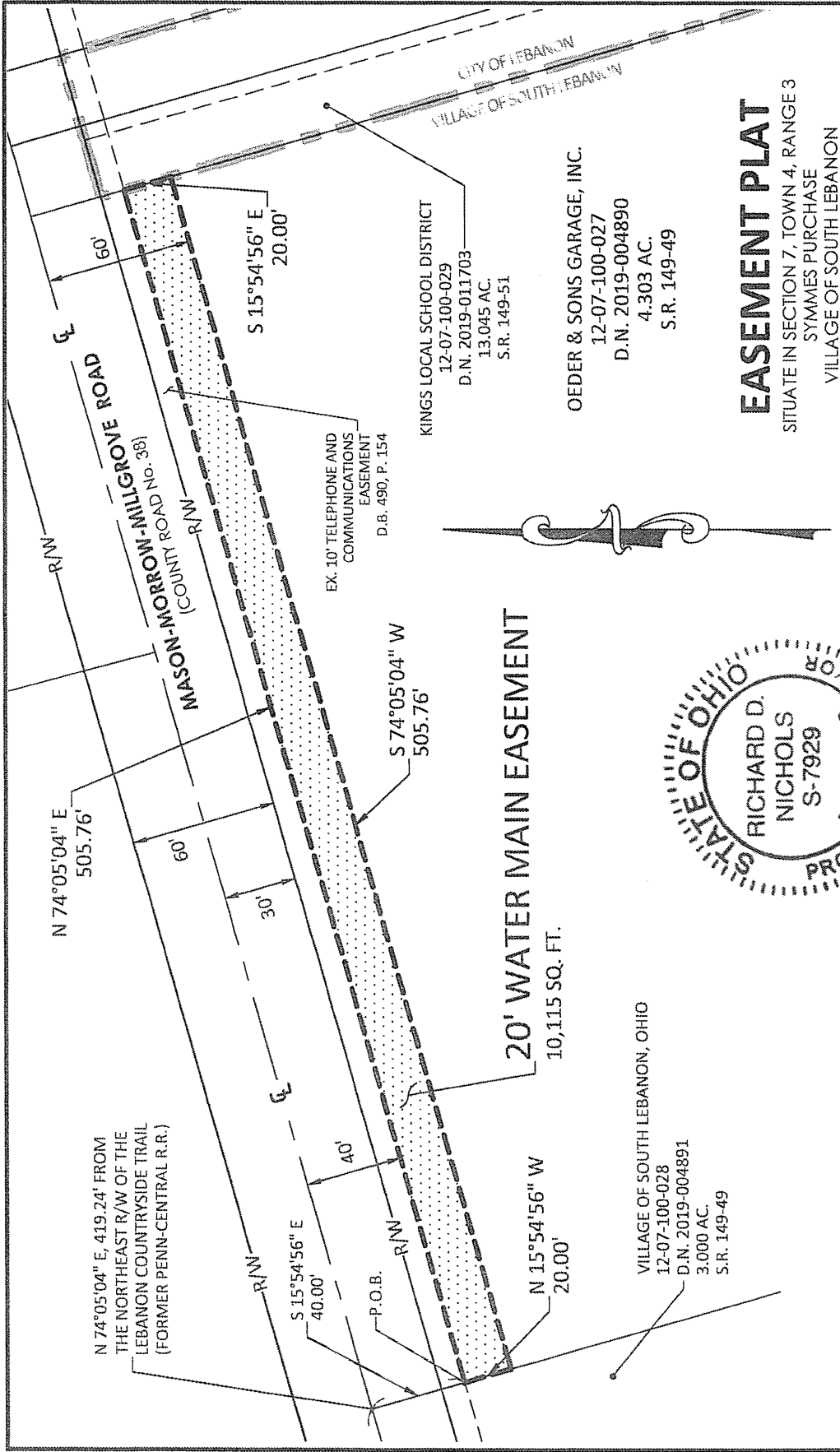
EASEMENT PLAT

SITUATE IN SECTION 7, TOWN 4, RANGE 3
SYMMES PURCHASE
VILLAGE OF SOUTH LEBANON
UNION TOWNSHIP, WARREN COUNTY, OHIO

Date	19 AUG 2021
Scale	1" = 100'
Drawn By	CMB Proj. Mgr. RDN
Survey Database	0630819
DWG	06308193-EAS-WM
X-Ref(s)	
Project Number	06308.19
File No.	06308.19 Sheet No. 1/1



McGill Smith Punshon
 ■ Architecture 3700 Park 42 Drive Suite 1200B
 ■ Engineering Cincinnati OH 45241
 ■ Landscape Architecture Phone 513.759.0006
 ■ Planning
 ■ Surveying www.mspsdesign.com

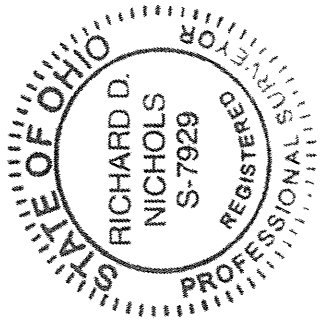


CITY OF LEBANON
VILLAGE OF SOUTH LEBANON

KINGS LOCAL SCHOOL DISTRICT
12-07-100-029
D.N. 2019-011703
13.045 AC.
S.R. 149-51

OEDER & SONS GARAGE, INC.
12-07-100-027
D.N. 2019-004890
4.303 AC.
S.R. 149-49

EX. 10' TELEPHONE AND
COMMUNICATIONS
EASEMENT
D.B. 490, P. 154



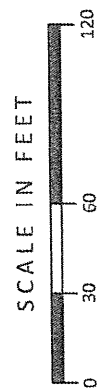
20' WATER MAIN EASEMENT
10,115 SQ. FT.

VILLAGE OF SOUTH LEBANON, OHIO
12-07-100-028
D.N. 2019-004891
3.000 AC.
S.R. 149-49

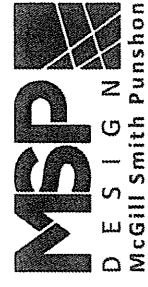
EASEMENT PLAT

SITUATE IN SECTION 7, TOWN 4, RANGE 3
SYMMES PURCHASE
VILLAGE OF SOUTH LEBANON
UNION TOWNSHIP, WARREN COUNTY, OHIO

BEARINGS BASED ON
US STATE PLANE NAD 83
(OHIO SOUTH ZONE 3402)



Date	19 AUG 2021		
Scale	1" = 60'		
Drawn By	CMB	Proj. Mgr.	RDN
Survey Database	0630819		
DWG	06308193-EAS-WM		
X-ref(s)			
Project Number	06308.19		
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3700 Park 02 Drive
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- Architecture
- Engineering
- Landscape Architecture
- Planning
- Surveying

Richard D. Nichols
08/19/2021