

**VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2018-9**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR TO  
EXECUTE AN EASEMENT AGREEMENT FOR A 25 FT. PERPETUAL SANITARY  
SEWER EASEMENT ON THE PROPERTY OWNED BY DENNIS M. SCHNURR,  
ARCHBISHOP OF CINCINNATI, TRUSTEE NECESSARY FOR CONNECTING  
THE VILLAGE'S SANITARY SEWER SYSTEM TO KANTA OIL PROPERTY, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, providing utilities is one the functions of local municipal government;  
and,

**WHEREAS**, in order to provide sanitary sewer service and allow for connections to the Village's sanitary sewer system along State Route 22&3, it is necessary for the sanitary sewer line to be extended from State Route 22&3 to the Wynstead Subdivision across lands owned by Dennis M. Schnurr, Archbishop of Cincinnati, Trustee; and,

**WHEREAS**, Dennis M. Schnurr, Archbishop of Cincinnati, Trustee desires to grant the Village a 25 ft. perpetual Sanitary Sewer Easement for just consideration, and the Village has determined that the consideration recited in the attached Easement Agreement is just compensation which the said property owner is willing to accept; and,

**WHEREAS**, immediate action is required for the Village to acquire the said 25 ft. public sanitary sewer easement to maintain the construction schedule for the project on the property currently owned by Kanta Oil, LLC.

**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 Easement Agreement, a copy of which is attached hereto.

**Section 2.** Approving the consideration, as recited in the Easement Agreement, subject to receipt of the Easement Agreement properly and completely executed.

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

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

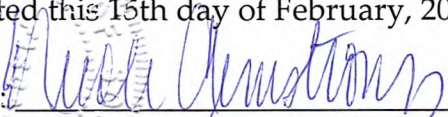
**Section 5.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

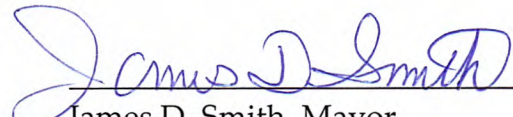
**Section 6.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare.

**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 15th day of February, 2018.

Attest:

  
Nicoie Armstrong, Fiscal Officer/Clerk

  
James D. Smith, Mayor

Rules Suspended: 2/15/18 (if applicable)

Effective Date -

Vote - 6 Yeas  
      \_\_\_ Nays

First Reading - / /2018  
Second Reading - / /2018  
Third Reading - / /2018

Effective Date - / /2018

Vote - \_\_\_ Yeas  
      \_\_\_ Nays

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_

Date: 2/15/2018



**EASEMENT AND AGREEMENT**  
(Sanitary Sewer Line and Appurtenances)

**Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of St. Philip the Apostle Roman Catholic Church, Morrow, Warren County, Ohio** (successor in office, title and trust to Joseph L. Bernardin, former Archbishop of Cincinnati, and all the former Archbishops of Cincinnati, as such Trustee), as Trustee, with an address of **944 East U.S. 22 & 3, Morrow, Ohio 45152-9690** ("Grantor"), for Seven Thousand Five Hundred Dollars (\$7,500.00) and other good and valuable consideration recited herein paid by the **VILLAGE OF SOUTH LEBANON, an Ohio municipal corporation**, acting by and through its duly elected **Village Council**, an Ohio political subdivision operating under Title 7, et. seq. of the Ohio Revised Code, with an address of **99 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, a non-exclusive 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 sanitary sewer utility line and related apparatus and appurtenances thereto (the "Improvements"), for the public purpose and necessity of extending an underground sanitary sewer 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 sanitary sewer 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 Village 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. Grantee shall take reasonable care to minimize the number of trees and shrubbery cut down in connection with construction of the Improvements.

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 of 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.

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. Grantee shall reimburse Grantor for expenses (not to exceed Two Thousand Five Hundred Dollars (\$2,500.00)) incurred by Grantor in connection with the planting of trees, shrubbery and other landscaping by Grantor on its property to screen the Easement Area after the Improvements are constructed; such reimbursement to be made within fifteen (15) days after submittal of invoice(s) by Grantor.

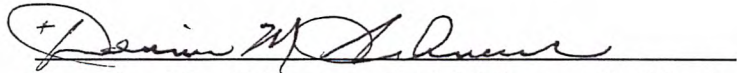
6. Any reference in this instrument to Grantee shall also include its agents, contractors, employees, officials and insurers. All terms and conditions contained herein shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement contains the 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 legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The parties further stipulate that the venue for any litigation arising out of this Agreement shall exclusively be the Warren County Court of Common Pleas, and do further knowingly waive any right to initiate or remove any such litigation to any other county, state or federal court.

**[signature pages follow]**



GRANTOR

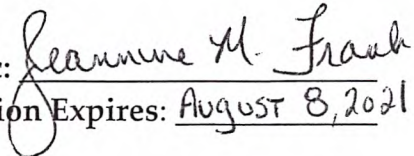
Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of St. Philip the Apostle Roman Catholic Church, Morrow, Warren County, Ohio, the Grantor herein, has executed this instrument on the date stated below.



Dennis M. Schnurr, Archbishop of Cincinnati,  
Trustee for the Members of the Congregation of St.  
Philip the Apostle Roman Catholic Church,  
Morrow, Warren County, Ohio

STATE OF OHIO, COUNTY OF HAMILTON, ss.

BE IT REMEMBERED, that on the 15<sup>th</sup> day of MARCH, 2018, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared an individual known or proven to me to be Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of St. Philip the Apostle Roman Catholic Church, Morrow, Warren County, Ohio, whose name is subscribed hereto, and who acknowledged the signing and execution of said instrument is his free and voluntary act and deed.

Notary Public:   
My Commission Expires: AUGUST 8, 2021



JEANNINE M. FRANK  
Notary Public, State of Ohio  
My Commission Expires  
August 8, 2021

GRANTEE:

IN EXECUTION WHEREOF, the Village of South Lebanon, Ohio, acting through its Village Council, has caused this instrument to be executed by James D. Smith, its Mayor, and Nicole Armstrong, its Fiscal Officer, on the date stated below, pursuant to Resolution Number 18-9 dated 2/15/18.

VILLAGE OF SOUTH LEBANON,  
OHIO

SIGNATURE: James D. Smith

NAME: James D. Smith

TITLE: Mayor

DATE: 2/15/18

SIGNATURE: Nicole Armstrong

NAME: Nicole Armstrong

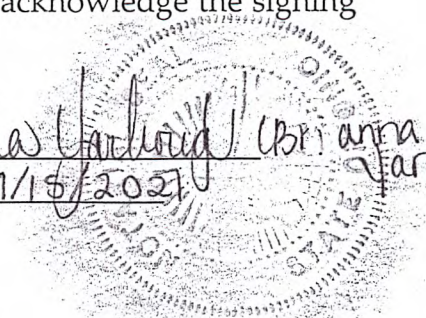
TITLE: Fiscal Officer

DATE: 2/15/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 15 day of February, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be **James D. Smith, Mayor and Nicole Armstrong, Fiscal Officer**, of the Village of South Lebanon, Ohio, and pursuant to the authority granted to them to act on its behalf pursuant to Resolution Number 18-9, dated 2/15/18, and while acting in their official capacity, did acknowledge the signing thereof to be their voluntary act and deed.

Notary Public: Brianna Jarbrough / Brianna Jarbrough  
My Commission Expires: 9/15/2021



[SEAL]

THIS PREPARED AND  
APPROVED AS TO FORM BY:

VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

SIGNATURE: [Signature]

NAME: Paul R. Revelson

TITLE: Village Solicitor

DATE