

EMERGENCY ORDINANCE NO. 2020-04

AN ORDINANCE ACCEPTING A TEMPORARY AND PERMANENT EASEMENT FROM GEOFFREY MURASE FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SANITARY SEWER LATERAL FROM THE STATE ROUTE 4 FIRE STATION AND DECLARING AN EMERGENCY.

WHEREAS, the construction of a sanitary sewer lateral from the State Route 4 Fire Station was approved by Resolution No. 11-2020; and

WHEREAS, the sanitary sewer lateral will extend through an easement between two homes in the Colonial Manor Subdivision to an existing sewer main along Hollytree Drive; and

WHEREAS, in order to proceed with this project the temporary and permanent easements granted to the City must be accepted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The temporary and permanent easements described on Exhibit "1" attached hereto and made a part hereof is are hereby accepted for the purpose of constructing and maintaining a sanitary sewer lateral from the State Route 4 Fire Station.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to avoid any delay in this much needed project. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: February 11, 2020

ATTEST:

APPROVED:



Clerk of Council



Mayor

This undersigned Clerk of Council of the city of Monroe, Ohio, hereby certifies that the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

This legislation was enacted in an open meeting pursuant to the provisions of the Ohio Revised Code, Section 121.22 of the Ohio Constitution.

Grantor: Murase, Geoffrey
PID # C1800-013-310-068

Project: SR 4 Fire Station Sanitary Lateral

Grantee: City Monroe

Section: 30, T 3, R 3

**10' PERMANENT EASEMENT
FOR SANITARY SEWER LATERAL**

KNOW ALL MEN BY THESE PRESENTS:

THAT, GEOFFREY MURASE

hereinafter called the Grantor, does hereby grant, bargain, sell, convey, and release to the CITY OF MONROE, BUTLER COUNTY, OHIO, hereinafter called the Grantee, its successors and assigns a permanent easement and being subject to the terms, conditions, and mutual promises hereinafter enumerated, which shall be binding upon the heirs, successors, administrators, and assigns of Grantor and Grantee, over, under, and upon certain real estate owned by the Grantor, and being described as follows:

**See Attached Description
Exhibit "A"**

1. The right to construct, operate, maintain, keep in repair and replace thereon, a sanitary sewer lateral thereto necessary to the operation thereof.
2. The Grantor hereby conveys to Grantee, its agents, contractors and subcontractors, a temporary work area adjacent and abutting the above described permanent easement for the purpose of storing excavated earth and construction materials and moving and operating construction equipment over and upon such area as may be necessary for the construction of said sanitary sewer lateral until said construction is completed. It being understood and agreed, unless shown otherwise on the plans and agreed to prior to construction commencing, that no trees, structures, water courses, drain tiles or improvements (except fences) lying within said work area shall be removed or damaged, and that the said area disturbed by such work, including fences, shall be restored to as nearly its present condition as is reasonable and practical. The Grantor agrees and assures that no crops, trees or structures will be planted or placed within this temporary work area after the signing of this document and until construction is completed. Such work area being described as follows:

A 10 feet wide strip of land lying adjacent to and abutting to the north line of the permanent easement herein granted.
3. The Grantee agrees that upon completion of said work, the areas disturbed by construction, whether in the permanent easement or temporary work area, shall be restored to as nearly their original condition as is reasonable and practical. Lawn areas shall be cleared of rocks, graded, seeded with a good quality grass seed and stabilized; driveways and fences shall be properly repaired; felled trees, stumps and

refuse shall not be permitted to remain, but shall be disposed of in a lawful manner satisfactory to the Grantor. Water courses and tile drains shall be kept open and repaired when intercepted.

4. It is understood and agreed that the Grantee shall include as a provision in the Construction Contract, the requirement that the Contractor, his employees, and the operations and movement of vehicles and construction equipment shall be limited to the permanent easement and temporary work area herein before defined and that in the event additional routes of access or egress to said working areas become necessary, the routes, locations and widths shall be established prior to the Contractor's entry, under a separate agreement by and between said Contractor and the Grantor. This agreement shall be in writing, with a copy submitted to the City of Monroe.
5. The Grantee shall recognize any reasonable claim by the Grantor for damages to property or loss of crops caused by failure of the Contractor, his employees or equipment to limit their operation to the permanent and/or temporary work area or to follow such deviations or special routes of access as may have been agreed upon and such claim shall be made to the City of Monroe at least thirty (30) days prior to the final payment to the Contractor, or within sixty (60) days after such damage or loss occurs, whichever date is first.
6. The Grantor further agrees and assures that no crops, trees or structures will be planted or placed within the permanent easement or within the special routes of access, where granted, after the signing of this document and until construction is completed.
7. Before any building, buildings, other improvements or structures of any kind are constructed over, upon or across the permanent easement granted herein, it is agreed by and between the parties hereto that the Grantor, his heirs, successors or assigns, shall submit detailed plans and specifications of such building, buildings, or other improvements or structures and that said Grantor will not proceed with construction until said plans and specifications have been approved by the Grantee as plans and specifications that will not interfere with the use or safety of operating and maintaining said waterline, waterline appurtenances and sidewalk within the permanent easement herein granted.
8. This contract shall be binding upon the successors and assigns of the parties.
9. SPECIAL CONDITIONS:

EXHIBIT "A"

EASEMENT FOR SANITARY SEWER LINE & APPURTENANCES

Situate in the State of Ohio, County of Butler, City of Monroe, Sec. 30, T3, R3, and being part of Lot Number 4365 as conveyed to Geoffrey Murase recorded in Official Record 8819, Page 1013 of the Butler County Recorder's Office as shown upon Colonial Manor Square, Section Two, Block "G", Plat Envelope 3596, Page A-C and being more particularly described as follows:

Commence at the southeast corner of said lot number 4365, said point being located on the west Right-of-Way line of Hollytree Drive, thence along said Right-of-Way 7.51 feet along a curve to the right having a radius of 285.00 feet and chord bearing N 01°54'32" E, 7.51 feet to a point located on the north line of an existing 7.50 foot water line easement, said point also being the TRUE POINT OF BEGINNING;

Thence leaving said Right-of-Way and along said easement S 89°31'28" W a distance of 202.70 feet to a point on the east line of a 13.870 acre tract conveyed to the Municipality of Monroe in Official Record 5085, Page 519;

Thence leaving said easement line and along the west line of said Lot Number 4365 N 05°26'28" E a distance of 10.05 feet to a point;

Thence leaving said west line of Lot Number 4365 N 89°31'28" E a distance of 202.39 feet to a point on said west Right-of-Way line;

Thence along said Right-of-Way line 10.03 feet along a curve the left having a radius of 285.00 feet and a chord bearing S 03°40'17" W, 10.03 feet and returning to the POINT OF BEGINNING.

Containing 0.0465 acres more or less.

This permanent easement is created simultaneously with two (2) 10-foot wide, 0.0275 & 0.0072 acre temporary construction easements as shown on the attached plat.

Said easement being fully located within Butler County Auditor's Parcel Number C1800013310068

This description is based on legal records, found monumentation, and field observations made by Jones Warner Consultants in a topographic survey performed in July 2018.

SEE ATTACHED EXHIBIT "B" FOR EASEMENT PLAT

This Instrument Prepared by: JWC Jones Warner, Inc.
8401 Claude Thomas Rd., Suite 51
Franklin, Ohio 45005

EXHIBIT "B"

(THIS IS NOT A BOUNDARY SURVEY)

PID C1800012000012
MUNICIPALITY OF MONROE
S.R. 32, PG. 158
13.870 ACRES, LOT 2186
O.R. 5085, PG. 519

PID C1800012000011
HAMILTON LEBANON RD
TRI STATE IMPROVEMENT COMPANY
13.2840 ACRES, LOT 2185
D.B. 1201, PG. 321

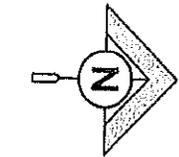
PID C180001331006
ADRIANNA GUERRERO
0.3065 ACRES, LOT 4363
O.R. 8903, PG. 1222

PR ESMT AREA:
2025.1359 SF.
0.0465 AC.

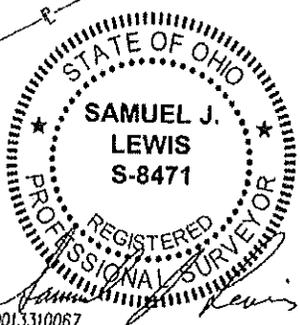
0.0275 AC.
TEMP. ESMT.

PID C1800013310068
GEOFFREY MURASE
0.3803 ACRES, LOT 4365
O.R. 8819, PG. 1013

NORTH BASED ON THE WEST LINE
OF LOT 4385 AS SHOWN UPON
COLONIAL MANOR SQUARE
SECTION TWO, BLOCK "G"
PLAT ENV. J596, PG B



PID C1800013310069
JEFFREY & MISSY PARKER
1.0331 ACRES, LOT 4366
O.R. 7370, PG. 2247



PID C1800013310067
PAUL & TIFFANY IRETON
0.3787 ACRES, LOT 4364
O.R. 7588, PG. 1763

L=7.51, R=285.00
CHD BEAR.=N 1°54'32" E
CHD L=7.51

POINT OF
COMMENCEMENT

EX. 17 U.E.

P.O.B.
L=10.03', R=285.00'
CHD BEAR.=S 3°40'17" W
CHD L=10.03'

HOLLYTREE DR.
(70' R/W)

EX. 17 U.E.

PROPOSED SANITARY SEWER EASEMENT FOR
THE CITY OF MONROE, OHIO

PID: C1800013310068
MURASE, GEOFFREY

SCALE:
1"=30'

DATE:
9/5/2019

JONES WARNER CONSULTANTS, INC.
CONSULTING ENGINEERS

8401 CLAUDE THOMAS RD., SUITE 51
FRANKLIN, OHIO 45005
PH: (855) 704-5924 FAX: (937) 704-9949
EMAIL: JWCIO@joneswarner.com
VISIT US AT: www.joneswarner.com