

EMERGENCY ORDINANCE NO. 2018-01

AN ORDINANCE ACCEPTING CERTAIN EASEMENTS RELATED TO THE CONSTRUCTION OF A MULTI-USE PATH/SIDEWALK ALONG THE EASTERN SIDE OF MAIN STREET FROM LEBANON STREET TO THE MONROE COMMUNITY PARK AND DECLARING AN EMERGENCY.

WHEREAS, in order to construct a multi-use path along the eastern side of Main Street from Lebanon Street to Monroe Community Park, various easements were needed to proceed with the project.

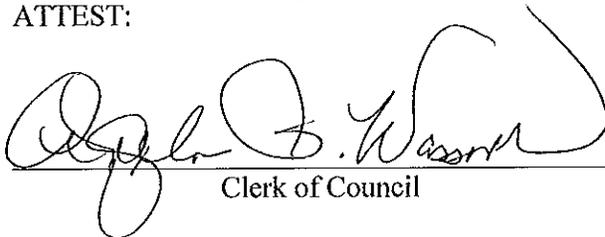
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The easements set forth on Exhibit "1" attached hereto and made a part hereof are hereby accepted.

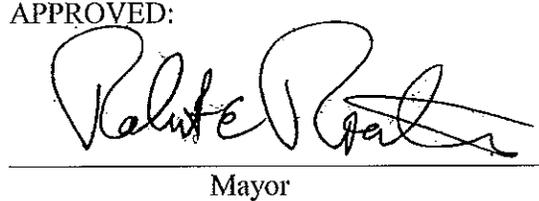
SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to accept said easements at the earliest possible date to avoid any delay in the project for the safety of the pedestrians going to the Monroe Community Park. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: February 13, 2018

ATTEST:


Clerk of Council

APPROVED:


Mayor

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

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify 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

Grantor: Bergen, Timothy A. & Jan R.
PID # C1800-008-220-120

Project: Monroe Sidewalk Extension

Grantee: City Monroe

Section: 17, T 3, R 3

TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY KO 6-27-17 DEPT.
AUDITOR, BUTLER CO., OHIO

PERMANENT SIDEWALK &
TEMPORARY CONSTRUCTION
EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, BERGEN, TIMOTHY A. & JAN R.

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 "A1" & "A2"

1. The right to construct, operate, maintain, keep in repair and replace thereon, a sidewalk 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 sidewalk 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 variable width strip of land lying adjacent to the south line of the permanent Main Street right of way.

And a 10 feet wide strip of land lying adjacent to and abutting to the south line of the permanent sidewalk 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

Image ID: 000009833318 Type: OFF
Recorded: 08/27/2017 at 01:11:29 PM
Fee Amt: \$60.00 Page 1 of 6
Workflow# 0000321934-0007
Butler County, Ohio

Dan Crank COUNTY RECORDER
File# 2017-00025010
BK 9049 PG 951

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:

4/24/17 - None - JBO/B.

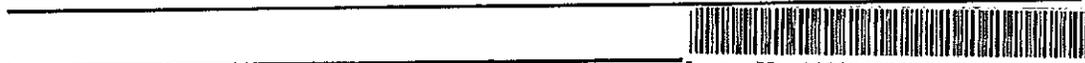


Image ID: 000009833319 Type: OFF
Page 2 of 6

File# 2017-00025010

BK 9049 PG 952

THIS INSTRUMENT PREPARED BY:

RVP ENGINEERING

IN WITNESS WHEREOF, the said Tim[?] Jan Berger, hereunto subscribed

Their name(s) on this 24 day of April, 2017.

Executed in the presence of us:

Jan Berger
Property Owner Signature
Witness

Jan Berger
Property Owner (Printed Name)

Kim Bergen
Property Owner Signature
Witness

Image ID: 00009833320 Type: OFF
Page 3 of 6
File# 2017-00025010
BK 9049 PG 953

Timothy Bergen
Property Owner (Printed Name)

STATE OF OHIO, COUNTY OF BUTLER, CITY OF MONROE

Before me, the undersigned, a Notary Public in and for the State of Ohio, personally

Append Jan Berger and Timothy Bergen

The Grantors in the foregoing easement deed, and acknowledge the execution thereof to be their free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial

Seal on the 24 day of April, 2017.



(SEAL) Deborah J Armitage
Notary Public - Ohio
My Commission Expires April 08, 2021

[Signature]
Notary Public in an for the State of Ohio

My Commission Expires: _____

EXHIBIT "A1"

**LEGAL DESCRIPTION FOR
PERMANENT SIDEWALK EASEMENT**

**Description for: SIDEWALK EASEMENT
Location: CITY OF MONROE, 0.0084 ACRES**

~~Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:~~

BEGINNING at a western corner of lands conveyed to Timothy A. and Jan R. Bergen in Official Record 6179, Page 1555, said point being at the intersection of the east line of South Main Street and the south line of Lebanon Street;

Thence along the south line of said Lebanon Street, South 84°51'20" East, 7.13 feet;

Thence leaving the south line of said Lebanon Street, through the lands of the Grantor, South 37°58'05" West, 65.04 feet to the west line of the Grantor;

Thence along the west line of the Grantor, North 04°39'39" East, 11.84 feet to the east line of said South Main Street;

Thence along the east line of said South Main Street, North 38°32'17" East, 51.29 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0084 ACRES.

~~Being part of parcel C1800008220120 as conveyed to Timothy A. and Jan R. Bergen in Official Record 6179, Page 1555 of the Butler County Recorder's Office.~~

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83.



Image ID: 000009833321 Type: OFF
File# 2017-00025010 Page 4 of 6
BK 9049 PG 954

EXHIBIT "A2"

LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT

Description for: TEMPORARY CONSTRUCTION EASEMENT
Location: CITY OF MONROE, 0.0174 ACRES

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

COMMENCING at a western corner of lands conveyed to Timothy A. and Jan R. Bergen in Official Record 6179, Page 1555, said point being at the intersection of the east line of South Main Street and the south line of Lebanon Street;

Thence along the south line of said Lebanon Street, South 84°51'20" East, 7.13 feet to the **POINT OF BEGINNING**;

Thence continuing along the south line of said Lebanon Street, South 84°51'20" East, 11.90 feet;

Thence leaving the south line of said Lebanon Street, through the lands of the Grantor, South 37°58'05" West, 86.71 feet to the west line of the Grantor;

Thence along the west line of the Grantor, North 04°39'39" East, 18.21 feet;

Thence leaving the west line of the Grantor, through the lands of the Grantor, North 37°58'05" East, 65.04 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0174 ACRES. PT LOT 83 CITY OF MONROE

Being part of parcel C1800008220120 as conveyed to Timothy A. and Jan R. Bergen in Official Record 6179, Page 1555 of the Butler County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83.



Image ID: 000009833322 Type: OFF

Page 5 of 6

File# 2017-00025010

BK 9049 PG 955

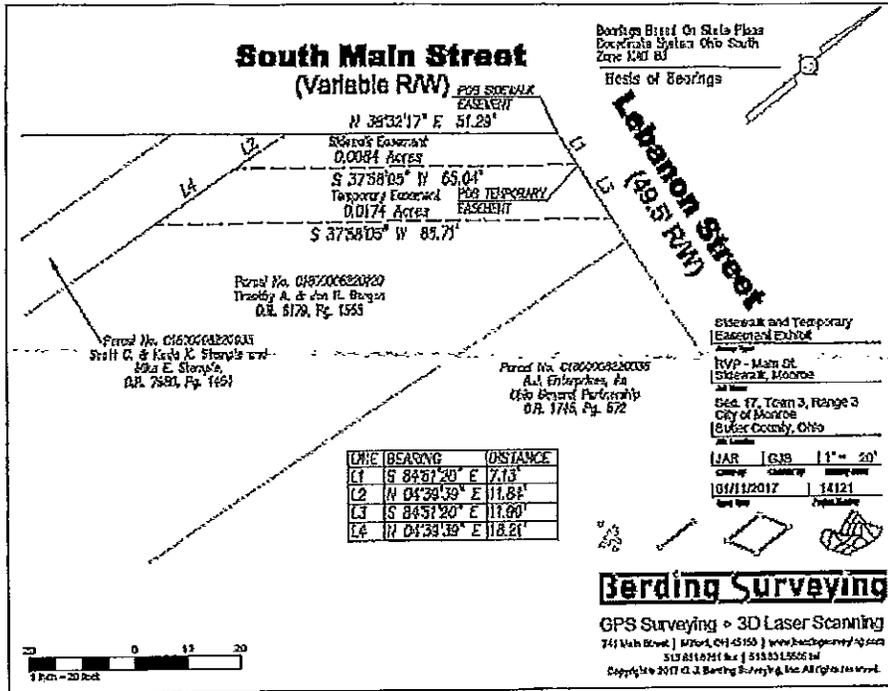


Image ID: 000009833323 Type: OFF
Page 6 of 6
File# 2017-00025010
BK 9049 Pg 956

KAMERYN JONES
233 S MAIN ST
MONROE, OH 45050



Image ID: 000009849319 Type: OFF
 Recorded: 07/14/2017 at 01:22:23 PM
 Fee Amt: \$60.00 Page 1 of 6
 Workflow# 0000323808-0002
 Butler County, Ohio

TRANSFER NOT NECESSARY
 ROGER REYNOLDS, CPA
 BY 7-14-17 DEPT.
 AUDITOR, BUTLER CO., OHIO

Project: Monroe Sidewalk Extension

Grantor: Brewer, Betty D. & James B.,
 Trustees of the Betty D. and James B. Brewer
 Revocable Living Trust, dated August 31, 2016
 PID # C1800-008-000-014 & # C1800-008-220-034

Grantee: City Monroe

Section: 17, T 3, R 3

**PERMANENT SIDEWALK AND TEMPORARY
 CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

**THAT, BREWER, BETTY D. & JAMES B., TRUSTEES OF THE BETTY D. AND
 JAMES B. BREWER REVOCABLE LIVING TRUST, DATED AUGUST 31, 2016**

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 "A1" & "A2"**

1. The right to construct, operate, maintain, keep in repair and replace thereon, a sidewalk 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 sidewalk 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 variable width strip of land lying adjacent to the south line of the permanent Main Street right of way.

A variable width strip of land lying adjacent to and abutting to the south 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:



Image ID: 000009849320 Type: OFF
Page 2 of 6

File# 2017-00027694

BK 9056 pg 567

THIS INSTRUMENT PREPARED BY:
RVP ENGINEERING

IN WITNESS WHEREOF, the said Betty D. & James B. Brewer hereunto subscribed
Their name(s) on this 9th day of June, 2017.

Executed in the presence of us:

Betty N. Brewer
Property Owner Signature

Kameyilla Jones
Witness

Betty D. Brewer
Property Owner (Printed Name)

James B. Brewer
Property Owner Signature

Kameyilla Jones
Witness

James B. Brewer
Property Owner (Printed Name)

STATE OF OHIO, COUNTY OF BUTLER, CITY OF MONROE

Before me, the undersigned, a Notary Public in and for the State of Ohio, personally

Appear Betty D. Brewer
James B. Brewer

The Grantors in the foregoing easement deed, and acknowledge the execution thereof to be
their free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial

Seal on the 9th day of June, 2017.

(SEAL)



Donna L. Turman
Notary Public State of Ohio
My Commission Expires
December 26, 2017

Donna L. Turman
Notary Public in and for the State of Ohio

Donna L. Turman

My Commission Expires: 12/26/2017



Image ID: 000009849321 Type: OFF

Page 3 of 6

File# 2017-00027594

BK 9056 PG 568

EXHIBIT "A1"

**LEGAL DESCRIPTION FOR
PERMANENT SIDEWALK EASEMENT**

**Description for: SIDEWALK EASEMENT
Location: CITY OF MONROE, 0.1026 ACRES**

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

BEGINNING at the southwest corner of lands conveyed to Betty D. Brewer and James B. Brewer, Trustees of the Betty D. and James B. Brewer Revocable Living Trust, dated August 31, 2016 in Official Record 8960, Page 837, said point being in the east line of South Main Street;

Thence along said east line of said South Main Street, North 38°32'17" East, 428.21 feet to the northwest corner of the Grantor;

Thence along the north line of the Grantor, South 48°12'21" East, 8.99 feet;

Thence leaving the north line of the Grantor, through the lands of the Grantor, South 38°24'42" West, 166.45 **AND** South 37°35'29" West, 251.85 feet to the south line of the Grantor;

Thence along the south line of the Grantor, North 86°23'09" West, 16.47 feet to the **POINT OF BEGINNING.**

CONTAINING 0.1026 ACRES.

*PT LOT 388 CITY OF MONROE
PT LOT 94 CITY OF MONROE*

Being part of parcels C1800008000014 and C1800008220034 as conveyed to Betty D. Brewer and James B. Brewer, Trustees of the Betty D. and James B. Brewer Revocable Living Trust, dated August 31, 2016 in Official Record 8960, Page 837 of the Butler County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83.



Image ID: 000009849322 Type: OFF

Page 4 of 6

File# 2017-00027594

BK **9056** PG **569**



EXHIBIT "A2"

LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT

Description for: TEMPORARY CONSTRUCTION EASEMENT
Location: CITY OF MONROE, 0.3468 ACRES

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

COMMENCING at the southwest corner of lands conveyed to Betty D. Brewer and James B. Brewer, Trustees of the Betty D. and James B. Brewer Revocable Living Trust, dated August 31, 2016 in Official Record 8960, Page 837, said point being in the east line of South Main Street;

Thence along the south line of the Grantor, South 86°23'09" East, 16.47 feet to the **POINT OF BEGINNING**;

Thence leaving the south line of the Grantor, through the lands of the Grantor, North 37°35'29" East, 251.85 feet **AND** North 38°24'42" East, 166.45 feet to the north line of the Grantor;

Thence along the north line of the Grantor, South 48°12'21" East, 31.07 feet;

Thence leaving the north line of the Grantor, through the lands of the Grantor, the following three (3) courses:

- 1. South 38°32'17" West, 281.97 feet;
- 2. South 51°27'43" East, 28.76 feet;
- 3. South 38°32'17" West, 95.96 feet to the aforesaid south line of the Grantor;

Thence along the south line of the Grantor, North 86°23'09" West, 67.39 feet to the **POINT OF BEGINNING**.

CONTAINING 0.3468 ACRES. PT LOT 388 CITY OF MONROE
PT LOT 94 CITY OF MONROE

Being part of parcels C1800008000014 and C1800008220034 as conveyed to Betty D. Brewer and James B. Brewer, Trustees of the Betty D. and James B. Brewer Revocable

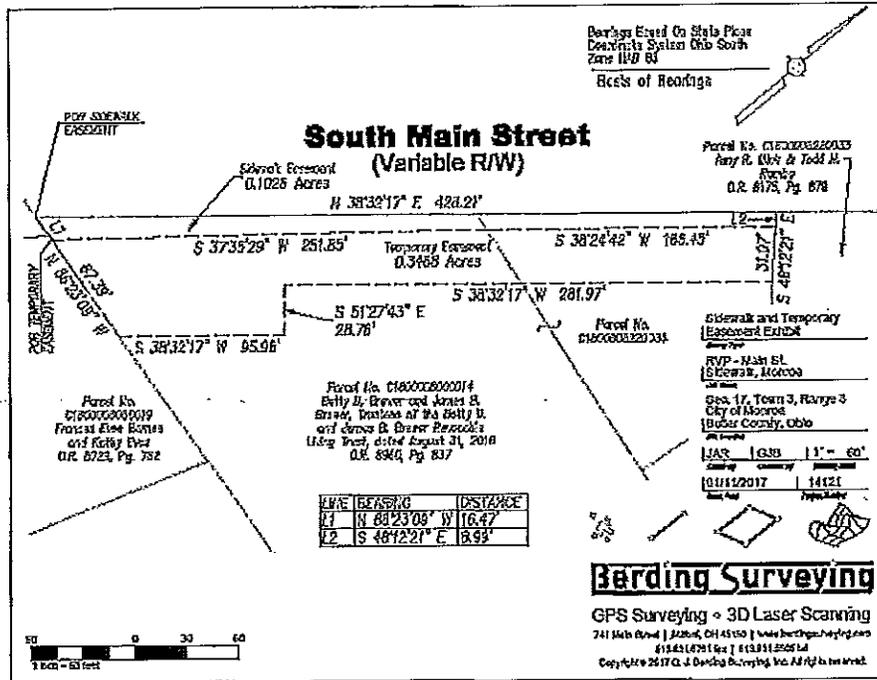


Image ID: 000009849824 Type: OFF
Page 6 of 6
File# 2017-00027594
BK 9056 PG 571

KAMERYN JONES
233 S MAIN ST
MONROE, OH 45050

Grantor: Brown, Patsy A.
PID # C1800-008-000-023

Project: Monroe Sidewalk Extension

Grantee: City Monroe

Section: 17, T 3, R 3

TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY KO 16-27-17 DEPT.
AUDITOR, BUTLER CO., OHIO
KNOW ALL MEN BY THESE PRESENTS:

PERMANENT SIDEWALK &
TEMPORARY CONSTRUCTION
EASEMENT

THAT, BROWN, PATSY A.

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 "A1" & "A2"

1. The right to construct, operate, maintain, keep in repair and replace thereon, a sidewalk 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 sidewalk 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 variable width strip of land lying adjacent to the south line of the permanent Main Street right of way.

A variable width strip of land lying adjacent to and abutting to the south 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

Image ID: 00009833300 Type: OFF
Recorded: 06/27/2017 at 01:11:29 PM
Fee Amt: \$60.00 Page 1 of 6
Workflow# 0000321934-0004
Butler County, Ohio

Dan Crank COUNTY RECORDER
File# 2017-00026007
BK 9049 PG 933

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:

Mailbox for 450 S. Main Street will be moved and reinstalled
and/or replaced.



Image ID: 000009833301 Type: OFF
Page 2 of 6

File# 2017-00025007

BK 9049 pg 934

THIS INSTRUMENT PREPARED BY:
RVP ENGINEERING

IN WITNESS WHEREOF, the said Patsy (Brown) Suman, hereunto subscribed
Their name(s) on this 15th day of June, 2017.

Executed in the presence of us:

Patsy (Brown) Suman [Signature]
Property Owner Signature Witness

Patsy (Brown) Suman
Property Owner (Printed Name)

Image ID: 000009833302 Type: OFF
Page 3 of 6
File# 2017-00025007
BK **9049** PG **935**

STATE OF OHIO, COUNTY OF BUTLER, CITY OF MONROE

Before me, the undersigned, a Notary Public in and for the State of Ohio, personally

Appear Patsy (Brown) Suman

The Grantors in the foregoing easement deed, and acknowledge the execution thereof to be
their free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial

Seal on the 15th day of June, 2017.

(SEAL)

Donna L. Turman
Notary Public in and for the State of Ohio
Donna L. Turman
My Commission Expires: 12/26/2017



Donna L. Turman
Notary Public State of Ohio
My Commission Expires
December 26, 2017

EXHIBIT "A1"

LEGAL DESCRIPTION FOR
PERMANENT SIDEWALK EASEMENT

Description for: SIDEWALK EASEMENT
Location: CITY OF MONROE, 0.0011 ACRES

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the east line of South Main Street and the south line of the lands conveyed to Patsy A. Brown in Deed Book 1396, Page 14;

Thence along said east line of said South Main Street, North 34°10'51" East, 29.98 feet to the north line of the Grantor;

Thence along the north line of the Grantor, South 66°20'09" East, 1.92 feet;

Thence leaving the north line of the Grantor, through the lands of the Grantor, South 35°01'27" West, 29.99 feet to the aforesaid south line of the Grantor;

Thence along the south line of the Grantor, North 69°09'09" West, 1.48 feet to the **POINT OF BEGINNING.**

CONTAINING 0.0011 ACRES.

Being part of parcel C1800008000023 as conveyed to Patsy A. Brown in Deed Book 1396, Page 14 of the Butler County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83.



Image ID: 000009833303 Type: OFF

Page 4 of 6

File# 2017-00025007

BK 9049 PG 936

3/23/2017
2:49:00
2/24

EXHIBIT "A2"

LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT

Description for: TEMPORARY CONSTRUCTION EASEMENT
Location: CITY OF MONROE, 0.0139 ACRES

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

COMMENCING at the intersection of the east line of South Main Street and the south line of the lands conveyed to Patsy A. Brown in Deed Book 1396, Page 14;

Thence along the south line of the Grantor, South 69°09'09" East, 1.48 feet to the **POINT OF BEGINNING**;

Thence leaving the south line of the Grantor, through the lands of the Grantor, North 35°01'27" East, 29.99 feet to the north line of the Grantor;

Thence along the north line of the Grantor, South 66°20'09" East, 18.01 feet;

Thence leaving the north line of the Grantor, through the lands of the Grantor, South 23°07'49" West, 28.22 feet to the aforesaid south line of the Grantor;

Thence along the south line of the Grantor, North 69°09'09" West, 24.21 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0139 ACRES. PT LOT 384 CITY OF MONROE

Being part of parcel C1800008000023 as conveyed to Patsy A. Brown in Deed Book 1396, Page 14 of the Butler County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83.

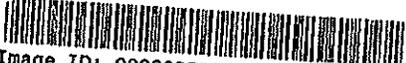

Image ID: 000009833304 Type: OFF
Page 5 of 6
File# 2017-00025007
BK 9049 PG 937

Image ID: 00009833288 Type: OFF
Recorded: 06/27/2017 at 01:11:29 PM
Fee Amt: \$60.00 Page 1 of 6
Workflow# 0000321934-0002
Butler County, Ohio

Dan Crank COUNTY RECORDER
File# 2017-00025005
BK 9049 PG 921

Grantor: Barnes, Frances Eves & Eves, Kathy
PID # C1800-008-000-019

Project: Monroe Sidewalk Extension

Grantee: City Monroe

Section: 17, T 3, R 3

TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY KOLB-27-17 DEPT.
AUDITOR, BUTLER CO., OHIO

**PERMANENT SIDEWALK &
TEMPORARY CONSTRUCTION
EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT, FRANCES EVES BARNES & KATHY EVES

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 "A1" & "A2"**

1. The right to construct, operate, maintain, keep in repair and replace thereon, a sidewalk 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 sidewalk 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 variable width strip of land lying adjacent to the south line of the permanent Main Street right of way.

A variable width strip of land lying adjacent to and abutting to the south 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 WITNESS WHEREOF, the said Kathy M. Eves, hereunto subscribed

Their name(s) on this 31 day of May, 2017.

Executed in the presence of us:

Property Owner Signature

Witness

Property Owner (Printed Name)

Kathy M. Eves
Property Owner Signature

[Signature]
Witness

Kathy M. Eves
Property Owner (Printed Name)

STATE OF OHIO, COUNTY OF BUTLER, CITY OF MONROE

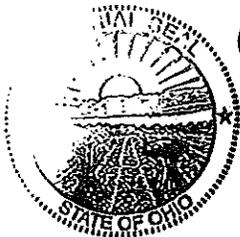
Before me, the undersigned, a Notary Public in and for the State of Ohio, personally

Append Kathy M. Eves

The Grantors in the foregoing easement deed, and acknowledge the execution thereof to be their free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial

Seal on the 31 day of May, 2017.



(SEAL)

Deborah J Armitage
Notary Public - Ohio
My Commission Expires April 08, 2021

[Signature]
Notary Public in and for the State of Ohio

My Commission Expires: April 8, 2021



Image ID: 00009833280 Type: OFF

Page 3 of 6

File# 2017-00025005

BK **9049** PG **923**

EXHIBIT "A1"

**LEGAL DESCRIPTION FOR
PERMANENT & TEMPORARY SIDEWALK EASEMENT**

**Description for: SIDEWALK EASEMENT
Location: CITY OF MONROE, 0.0054 ACRES**

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the east line of South Main Street and the south line of lands conveyed to Frances Eves Barnes and Kathy Eves in Official Record 8729, Page 762;

Thence along said east line of said South Main Street, North $34^{\circ}10'51''$ East, 104.58 feet to the north line of the Grantor;

Thence along the north line of the Grantor, South $86^{\circ}23'09''$ East, 2.88 feet;

Thence leaving the north line of the Grantor, through the lands of the Grantor, South $34^{\circ}24'37''$ West, 89.62 feet **AND** South $35^{\circ}01'27''$ West, 16.08 feet to the aforesaid south line of the Grantor;

Thence along the south line of the Grantor, North $66^{\circ}20'09''$ West, 1.92 feet to the **POINT OF BEGINNING.**

CONTAINING 0.0054 ACRES.

Being part of parcel C1800008000019 as conveyed to Frances Eves Barnes and Kathy Eves in Official Record 8729, Page 762 of the Butler County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83



Image ID: 000009833291 Type: OFF

Page 4 of 6

File# 2017-00025005

BK **9049** PG **924**

2021

EXHIBIT "A2"

LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT

Description for: TEMPORARY CONSTRUCTION EASEMENT
Location: CITY OF MONROE, 0.0379 ACRES

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

COMMENCING at the intersection of the east line of South Main Street and the south line of lands conveyed to Frances Eves Barnes and Kathy Eves in Official Record 8729, Page 762; Thence along the south line of the Grantor, South 66°20'09" East, 1.92 feet to the **POINT OF BEGINNING**;

Thence leaving the south line of the Grantor, through the lands of the Grantor, North 35°01'27" East, 16.08 feet **AND** North 34°24'37" East, 89.62 feet to the north line of the Grantor;

Thence along the north line of the Grantor, South 86°23'09" East, 18.09 feet;

Thence leaving the north line of the Grantor, through the lands of the Grantor, the following three (3) courses:

1. South 37°35'29" West, 9.69 feet;
2. South 34°24'37" West, 89.28 feet;
3. South 23°07'49" West, 12.89 feet to the aforesaid south line of the Grantor;

Thence along the south line of the Grantor, North 66°20'09" West, 18.01 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0379 ACRES. PT LOT 38A CITY OF MONROE

Being part of parcel C1800008000019 as conveyed to Frances Eves Barnes and Kathy Eves in Official Record 8729, Page 762 of the Butler County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83.


Image ID: 000009833292 Type: OFF
Page 5 of 6
File# 2017-00025005
BK 9049 PG 925

Grantor: Barnes, Frances Eves & Eves, Kathy
PID # C1800-008-000-019

Project: Monroe Sidewalk Extension

Grantee: City Monroe

Section: 17, T 3, R 3

TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY KO 6-27-17 DEPT.
AUDITOR, BUTLER CO., OHIO

**PERMANENT SIDEWALK &
TEMPORARY CONSTRUCTION
EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT, FRANCES EVES BARNES & KATHY EVES

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:

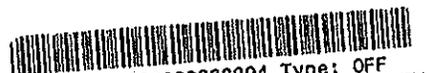
**See Attached Description
Exhibit "A1" & "A2"**

1. The right to construct, operate, maintain, keep in repair and replace thereon, a sidewalk 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 sidewalk 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 variable width strip of land lying adjacent to the south line of the permanent Main Street right of way.

A variable width strip of land lying adjacent to and abutting to the south 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


Image ID: 000009833294 Type: OFF
Recorded: 06/27/2017 at 01:11:29 PM
Fee Amt: \$60.00 Page 1 of 6
Workflow# 0000321934-0003
Butler County, Ohio

Dan Crank COUNTY RECORDER
File# 2017-00028006
BK 9049 PG 927

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:


Image ID: 00000989295 Type: OFF
Page 2 of 6
File# 2017-00025006
BK 9049 PG 928

THIS INSTRUMENT PREPARED BY:
RVP ENG INEERING

IN WITNESS WHEREOF, the said Frances Eves Barnes hereunto subscribed
Their name(s) on this 14th day of June, 2017.

Executed in the presence of us:

Frances Eves Barnes Jocelyn Parker
Property Owner Signature Witness

Frances Eves Barnes
Property Owner (Printed Name)

Property Owner Signature

Witness

Property Owner (Printed Name)

STATE OF OHIO, COUNTY OF BUTLER, CITY OF MONROE

Before me, the undersigned, a Notary Public in and for the State of Ohio, personally

Append Frances Eves Barnes

The Grantors in the foregoing easement deed, and acknowledge the execution thereof to be their free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial

Seal on the 14th day of June, 2017.

(SEAL)



Donna L. Turman
Notary Public State of Ohio
My Commission Expires
December 26, 2017

Donna L. Turman
Notary Public in and for the State of Ohio

Donna L. Turman
My Commission Expires: 12/26/17



Image ID: 00009833296 Type: OFF
Page 3 of 6

File# 2017-00025006

BK 9049 PG 929

EXHIBIT "A1"

LEGAL DESCRIPTION FOR
PERMANENT & TEMPORARY SIDEWALK EASEMENT

Description for: SIDEWALK EASEMENT
Location: CITY OF MONROE, 0.0054 ACRES

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the east line of South Main Street and the south line of lands conveyed to Frances Eves Barnes and Kathy Eves in Official Record 8729, Page 762;

Thence along said east line of said South Main Street, North 34°10'51" East, 104.58 feet to the north line of the Grantor;

Thence along the north line of the Grantor, South 86°23'09" East, 2.88 feet;

Thence leaving the north line of the Grantor, through the lands of the Grantor, South 34°24'37" West, 89.62 feet **AND** South 35°01'27" West, 16.08 feet to the aforesaid south line of the Grantor;

Thence along the south line of the Grantor, North 66°20'09" West, 1.92 feet to the **POINT OF BEGINNING.**

CONTAINING 0.0054 ACRES. PT LOT 38A CITY OF MONROE

Being part of parcel C1800008000019 as conveyed to Frances Eves Barnes and Kathy Eves in Official Record 8729, Page 762 of the Butler County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83

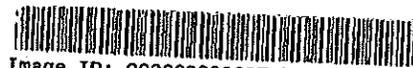


Image ID: 000009833297 Type: OFF
Page 4 of 6

File# 2017-00026006

BK 9049 PG 930

EXHIBIT "A2"

LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT

Description for: TEMPORARY CONSTRUCTION EASEMENT
Location: CITY OF MONROE, 0.0379 ACRES

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

COMMENCING at the Intersection of the east line of South Main Street and the south line of lands conveyed to Frances Eves Barnes and Kathy Eves in Official Record 8729, Page 762; Thence along the south line of the Grantor, South 66°20'09" East, 1.92 feet to the **POINT OF BEGINNING**;

Thence leaving the south line of the Grantor, through the lands of the Grantor, North 35°01'27" East, 16.08 feet **AND** North 34°24'37" East, 89.62 feet to the north line of the Grantor;

Thence along the north line of the Grantor, South 86°23'09' East, 18.09 feet;

Thence leaving the north line of the Grantor, through the lands of the Grantor, the following three (3) courses:

1. South 37°35'29" West, 9.69 feet;
2. South 34°24'37" West, 89.28 feet;
3. South 23°07'49" West, 12.89 feet to the aforesaid south line of the Grantor;

Thence along the south line of the Grantor, North 66°20'09" West, 18.01 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0379 ACRES. PT LOT 304 CITY OF MONROE

Being part of parcel C1800008000019 as conveyed to Frances Eves Barnes and Kathy Eves in Official Record 8729, Page 762 of the Butler County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83.



Image ID: 000009833298 Type: OFF

Page 5 of 6

File# 2017-00025006

BK 9049 PG 931

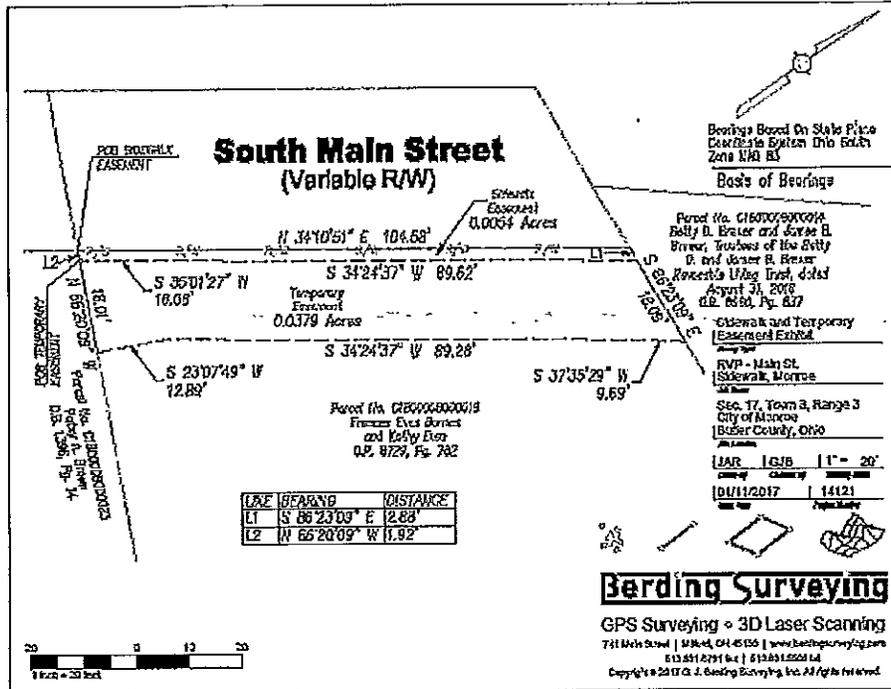


Image ID: 000009883299 Type: OFF
 Page 6 of 6
 File# 2017-00025006
 BK 9049 PG 932

KAMERYN JONES
 233 S MAIN ST
 MONROE, OH 45050

Grantor: Mink, Amy R. & Rambo, Todd M.
PID # C1800-008-220-033

Project: Monroe Sidewalk Extension

Section: 17, T 3, R 3

Grantee: City Monroe
TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY K06-2717 DEPT.
AUDITOR, BUTLER CO., OHIO
KNOW ALL MEN BY THESE PRESENTS:

PERMANENT SIDEWALK
EASEMENT

THAT, MINK, AMY R. & RAMBO, TODD M.

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 sidewalk 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 sidewalk 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 variable width strip of land lying adjacent to the south line of the permanent Main Street right of way.

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

Image ID: 0000983313 Type: OFF
Recorded: 06/27/2017 at 01:11:29 PM
Fee Amt: \$52.00 Page 1 of 5
Workflow# 000321934-0006
Butler County, Ohio

Dan Crank COUNTY RECORDER
File# 2017-00025009

BK 9049 PG 946

IN WITNESS WHEREOF, the said Property owners, hereunto subscribed
Their name(s) on this 27th day of April, 20 17.

Executed in the presence of us:

Amy Rambo Donna L. Turman
Property Owner Signature Witness

Amy Rambo
Property Owner (Printed Name)

Todd Rambo
Property Owner Signature

Donna L. Turman
Witness

Todd Rambo
Property Owner (Printed Name)

STATE OF OHIO, COUNTY OF BUTLER, CITY OF MONROE

Before me, the undersigned, a Notary Public in and for the State of Ohio, personally

Appear Amy & Todd Rambo

The Grantors in the foregoing easement deed, and acknowledge the execution thereof to be
their free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial

Seal on the 27th day of April, 20 17.

(SEAL)



Donna L. Turman
Notary Public State of Ohio
My Commission Expires
December 26, 2017

Donna L. Turman
Notary Public in and for the State of Ohio

Donna L. Turman
My Commission Expires: 12/26/2017



Image ID: 00009833315 Type: OFF
Page 3 of 5

File# 2017-00025009

BK 9049 PG 948

EXHIBIT "A"

**LEGAL DESCRIPTION FOR
PERMANENT SIDEWALK EASEMENT**

**Description for: SIDEWALK EASEMENT
Location: CITY OF MONROE, 0.0221 ACRES**

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

BEGINNING at southwest corner of lands conveyed to Amy R. Mink and Todd M. Rambo in Official Record 8175, Page 879, said point being in the east line of South Main Street;

Thence along the east line of said South Main Street, North 38°32'17" East, 143.46 feet to the northwest corner of the Grantor;

Thence along the north line of the Grantor, South 04°39'39" West, 12.13 feet;

Thence leaving said north line, through the lands of the Grantor, South 38°22'55" West, 133.79 feet to the south line of the Grantor;

Thence along the south line of the Grantor, North 48°12'21" West, 7.14 feet to the **POINT OF BEGINNING.**

CONTAINING 0.0221 ACRES. *pt lot 94 CITY OF MONROE*

Being part of parcel C1800008220033 as conveyed to Amy R. Mink and Todd M. Rambo in Official Record 8175, Page 879 of the Butler County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83.


Image ID: 000009833316 Type: OFF
File# 2017-00025009 Page 4 of 5
BK 9049 PG 949

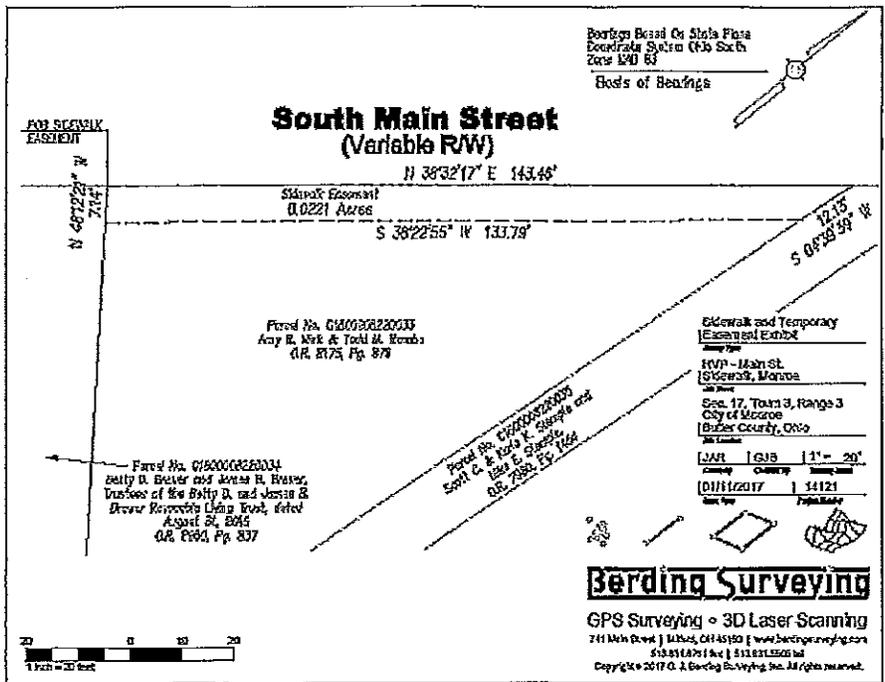


Image ID: 000009833317 Type: OFF

Page 5 of 5

File# 2017-00025009

BK 9049 PG 950

Grantor: Stemple, Scott E. & Karla K.
And Stemple, Mike E.
PID # C1800-008-220-035

Project: Monroe Sidewalk Extension

Grantee: City Monroe

Section: 17, T 3, R 3

TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY KO 6-27-17 DEPT.
AUDITOR, BUTLER CO., OHIO

PERMANENT SIDEWALK &
TEMPORARY CONSTRUCTION
EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, STEMPLE, SCOTT C. & KARLA K. AND STEMPLE, MIKE E.

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 "A1" & "A2"

1. The right to construct, operate, maintain, keep in repair and replace thereon, a sidewalk 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 sidewalk 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 variable width strip of land lying adjacent to the south line of the permanent Main Street right of way.

A 10 feet wide strip of land lying adjacent to and abutting to the south 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


Image ID: 000009893306 Type: OFF
Recorded: 06/27/2017 at 01:11:29 PM
Fee Amt: \$68.00 Page 1 of 7
Workflow# 0000321934-0005
Butler County, Ohio

Dan Crank COUNTY RECORDER
File# 2017-00025008
BK 9049 PG 939

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:



Image ID: 000009833307 Type: OFF
Page 2 of 7

File# 2017-00025008
BK 9049 PG 940

THIS INSTRUMENT PREPARED BY:
RVP ENGINEERING



IN WITNESS WHEREOF, the said Property Owner's, hereunto subscribed

Their name(s) on this 27th day of April, 2017.

Executed in the presence of us:

Mike Stemple
Property Owner Signature

Jordan Parker
Witness

Miki Stemple
Property Owner (Printed Name)

[Signature]
Property Owner Signature

Jordan Parker
Witness

Sue Stemple
Property Owner (Printed Name)

Karla K. Stemple
Property Owner Signature

Kamy Jones
Witness

Karla K. Stemple
Property Owner (Printed Name)

5/4/17
Before me, the above, a Notary Public in and for the State of Ohio, personally appeared Karla K. Stemple.

The Grantors in the foregoing easement deed, and acknowledge the execution thereof to be their free and voluntary act for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto subscribed my name & affixed my Notarial Seal on the 4th day of May, 2017.
Donna L. Tyrman
Donna L. Tyrman
My Commission Expires 12/26/17



STATE OF OHIO, COUNTY OF BUTLER, CITY OF MONROE

Before me, the undersigned, a Notary Public in and for the State of Ohio, personally

Appeared Mike Stemple and Scott Stemple

The Grantors in the foregoing easement deed, and acknowledge the execution thereof to be their free and voluntary act for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial

Seal on the 27th day of April, 2017.

(SEAL)



Donna L. Turman
Notary Public State of Ohio
My Commission Expires
December 26, 2017

Donna L. Turman

Notary Public in and for the State of Ohio

Donna L. Turman

My Commission Expires: 12/26/2017



Image ID: 000009833309 Type: OFF

Page 4 of 7

File# 2017-00025008

BK 9049 pg 942

EXHIBIT "A1"

LEGAL DESCRIPTION FOR
PERMANENT SIDEWALK EASEMENT

Description for: SIDEWALK EASEMENT
Location: CITY OF MONROE, 0.0033 ACRES

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

BEGINNING at the northwest corner of lands conveyed to Scott C. and Karla K. Stemple and Mike E. Stemple in Official Record 7980, Page 1454, said point being in the east line of South Main Street;

Thence along the east line of said South Main Street, North 38°32'17" East, 21.51 feet the northeast corner of the Grantor;

Thence along the east line of the Grantor, South 04°39'39" West, 11.84 feet;

Thence leaving the east line of the Grantor, through the lands of the Grantor, South 38°06'26" West, 21.76 feet to the west line of the Grantor;

Thence along the west line of the Grantor, North 04°39'39" East, 12.13 feet to the **POINT OF BEGINNING.**

CONTAINING 0.0033 ACRES. PT LOT 83 CITY OF MONROE

Being part of parcel C1800008220035 as conveyed to Scott C. and Karla K. Stemple and Mike E. Stemple in Official Record 7980, Page 1454 of the Butler County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83.

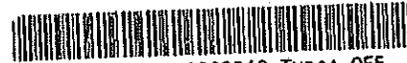


Image ID: 000009833310 Type: OFF
Page 6 of 7

File# 2017-00025008

BK 9049 PG 943

EXHIBIT "A2"

**LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT**

**Description for: TEMPORARY CONSTRUCTION EASEMENT
Location: CITY OF MONROE, 0.0050 ACRES**

Situated in the City of Monroe, Butler County, Ohio and being more particularly described as follows:

COMMENCING at the northwest corner of lands conveyed to Scott C. and Karla K. Stemple and Mike E. Stemple in Official Record 7980, Page 1454, said point being in the east line of South Main Street;

Thence along the west line of the Grantor, South 04°39'39" West, 12.13 feet to the **POINT OF BEGINNING**;

Thence leaving the west line of the Grantor, through the lands of the Grantor, North 38°06'26" East, 21.76 feet to the east line of the Grantor;

Thence along the east line of the Grantor, South 04°39'39" West, 18.21 feet;

Thence leaving the east line of the Grantor, through the lands of the Grantor, South 37°58'05" West, 21.84 feet to the aforesaid west line of the Grantor;

Thence along the west line of the Grantor, North 04°39'39" East, 18.31 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0050 ACRES.

Being part of parcel C1800008220035 as conveyed to Scott C. and Karla K. Stemple and Mike E. Stemple in Official Record 7980, Page 1454 of the Butler County Recorder's Office.

The bearings are based on State Plane Coordinate System Ohio South Zone NAD 83.


Image ID: 000009833311 Type: OFF
Page 6 of 7
File# 2017-00025008
BK **9049** PG **944**

