

EMERGENCY ORDINANCE NO. 2018-02

AN ORDINANCE ACCEPTING CERTAIN EASEMENTS RELATED TO THE MONROE MEDICAL BUILDING SITE PLAN AND DECLARING AN EMERGENCY.

WHEREAS, the Monroe Medical Building Site Plan, located at the northwest corner of State Route 63 and North Main Street, was approved by the Planning Commission; and

WHEREAS, a water main easement and multi-use path easement will be constructed and granted to the City of Monroe.

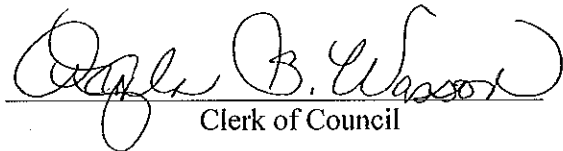
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The Council of the City of Monroe hereby accepts the easements substantially similar to the drawings and descriptions set forth on Exhibit "1" attached hereto and made part hereof.


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 the construction of this facility. 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 Sunshine 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

Exhibit "1" E Ord No. 2018-02

Grantor: Atrium Medical Center

Project: Overbrook/Pebblestone Dr. Water Main Extension.

PID # C1800005000008

Grantee: City of Monroe

Section 18, Town 3, Range 3

PERMANENT WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, ATRIUM MEDICAL CENTER

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 water line and water line appurtenances 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 water line 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 20-foot wide strip of land lying adjacent to the northwest property line.

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:

IN WITNESS WHEREOF, the said Atrium Medical Center, hereunto subscribed

Their name(s) on this 5th day of February, 2018.

ATRIUM MEDICAL CENTER,
an Ohio non-profit corporation

By: [Signature]
Name: Michael R. Uhl
Title: President

STATE OF OHIO, COUNTY OF WARREN.

Before me, the undersigned, a Notary Public in and for the State of Ohio, personally appeared MICHAEL R. UHL, PRESIDENT of Atrium Medical Center, an Ohio non-profit corporation, the Grantors in the foregoing easement deed, and acknowledged the execution thereof to be his/her free and voluntary act for the uses and purposes therein set forth on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the 5th day of February, 2018.

(SEAL)

Gwen Richardson
Notary Public in and for the State of Ohio

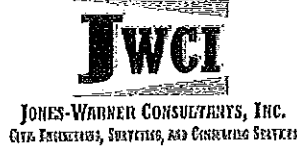
My Commission Expires: _____

4823-5184-8540.2



Gwen Richardson, Notary Public
In and for the State of Ohio
My Commission Expires Jul. 6, 2022

Corporate Headquarters
8401 Claude Thomas Road, Suite 51
Franklin, OH 45005
P: 937.704.9868
F: 937.704.9949



Toll-Free: 1-855-704-5924
JWCI@JonesWarner.com
JonesWarner.com

EXHIBIT "A"
LEGAL DESCRIPTION FOR
PERMANENT EASEMENT

A permanent easement with right-of-entry and re-entry for the construction, perpetual maintenance, reconstruction, repair, and operation of a water main in and upon the tract of land identified as Parcel C1800005000008 by the Butler County Auditor's Office, otherwise described as Partial Lot 350 in O.R. Volume 9025, Pg. 133, and graphically shown on the attached Exhibit "B".

Situate in the State of Ohio, Butler County, City of Monroe, and being in Section 18, Town 3, Range 3, and being more particularly described as follows: Commence at a found railroad spike near the centerline of Overbrook Court, said spike being located in-line with a step in the street right of way width from 80 feet wide to 50 feet wide; thence S35°47'32"W 25.18' to a corner point in said right of way, said point also being the northeast corner of Lot 3569 as shown on the Overbrook P.U.D. Replat of Lot 3227; thence along said right of way and east line of said Lot 3569 S35°50'20"W 15.00' to a found iron pin, said pin also being near a right of way corner, said pin also being the northwest corner of a tract conveyed to Atrium Medical Center in O.R. 9025, Pg. 133 of the records of the Butler County Recorder, said point also being the **TRUE POINT OF BEGINNING** of the herein described easement:

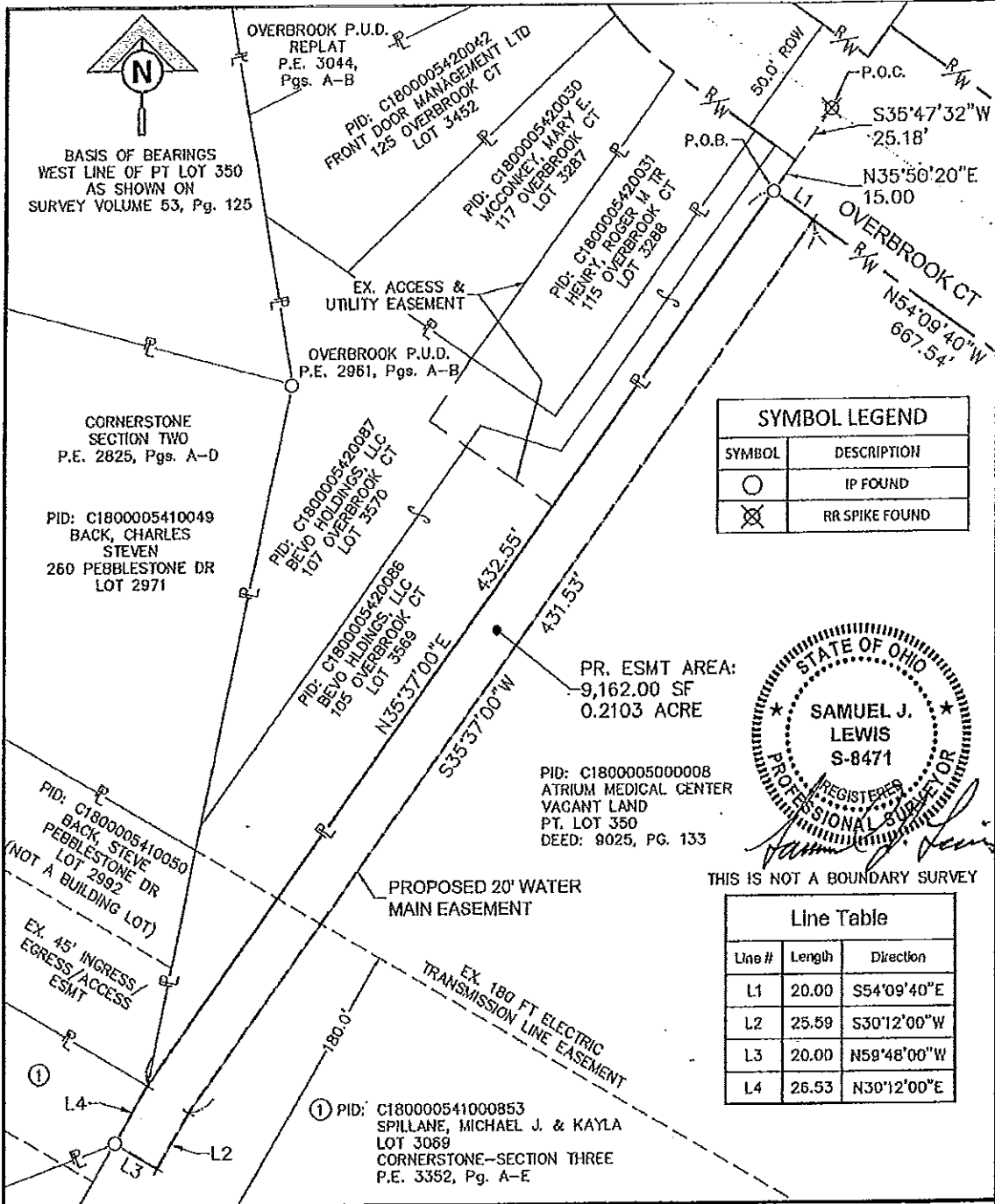
- 1) Thence along said right of way and north line of Atrium Medical Center tract S 54°09'40" E 20.00' to a point;
- 2) Thence leaving said right of way and north line S 35°37'00" W 431.53' to a point;
- 3) Thence S 30°12'00" W 25.59' to a point;
- 4) Thence N 59°48'00" W 20.00' to an iron pin located at the southeast corner of Lot Number 3069, Cornerstone Subdivision, Section Three, P.E. 3352, Pgs. A-E;
- 5) Thence along the east line of Lot Number 3069 N 30°12'00" E 26.53' to the northeast corner of said Lot Number 3069, said point also being located at the southeast corner of Lot Number 2992, Cornerstone Subdivision, P.E. 2825, Pgs. A-D;
- 3) Thence along the east line of said Lot Number 3569 N 35°37'00" E 432.55' returning to the **POINT OF BEGINNING** of the herein described easement.

Containing 9,162.00 square feet (0.2103 acres) of land, more or less.



The bearings in the above described easement are based on the west line of Partial Lot 350 as shown in Survey Volume 53, Pg. 125.

The above described easement is based on topographic survey data and construction documents titled "Overbrook Dr./Pebblestone Dr. Water Main Extension Project" and prepared by Jones Warner Consultants, Inc. (JWCI), 2015.



N
BASIS OF BEARINGS
WEST LINE OF PT LOT 350
AS SHOWN ON
SURVEY VOLUME 53, Pg. 125

CORNERSTONE
SECTION TWO
P.E. 2825, Pgs. A-D

PID: C1800005410049
BACK, CHARLES
STEVEN
260 PEBBLESTONE DR
LOT 2971

PID: C1800005410050
BACK, STEVE
PEBBLESTONE DR
LOT 2992
(NOT A BUILDING LOT)

EX. 45' INGRESS/
EGRESS/ACCESS
ESMT

OVERBROOK P.U.D.
REPLAT
P.E. 3044,
Pgs. A-B
PID: C1800005420042
FRONT DOOR MANAGEMENT LTD
125 OVERBROOK CT
LOT 3452

PID: C1800005420030
MCCONKEY, MARY J
117 OVERBROOK CT
LOT 32817

PID: C1800005420031
HENRY, ROGER H JR
115 OVERBROOK CT
LOT 32288

OVERBROOK P.U.D.
P.E. 2961, Pgs. A-B

PID: C1800005420087
BEVO HOLDINGS, LLC
107 OVERBROOK CT
LOT 3570

PID: C1800005420086
BEVO HOLDINGS, LLC
105 OVERBROOK CT
LOT 3569

PR. ESMT AREA:
9,162.00 SF
0.2103 ACRE

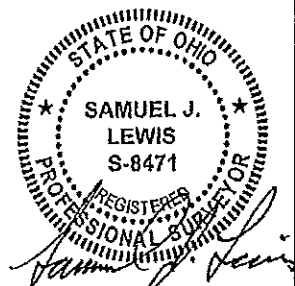
PID: C1800005000008
ATRIUM MEDICAL CENTER
VACANT LAND
PT. LOT 350
DEED: 9025, PG. 133

PROPOSED 20' WATER
MAIN EASEMENT

EX. 180 FT ELECTRIC
TRANSMISSION LINE EASEMENT

① PID: C180000541000853
SPILLANE, MICHAEL J. & KAYLA
LOT 3069
CORNERSTONE-SECTION THREE
P.E. 3352, Pg. A-E

SYMBOL LEGEND	
SYMBOL	DESCRIPTION
○	IP FOUND
⊗	RR SPIKE FOUND



THIS IS NOT A BOUNDARY SURVEY

Line Table		
Line #	Length	Direction
L1	20.00	S54°09'40"E
L2	25.59	S30°12'00"W
L3	20.00	N59°48'00"W
L4	26.53	N30°12'00"E

EXHIBIT "B" - PROPOSED WATER LINE EASEMENT
PT. LOT 350 - ATRIUM MEDICAL CENTER

CITY OF MONROE, OHIO
DEPARTMENT OF PUBLIC WORKS

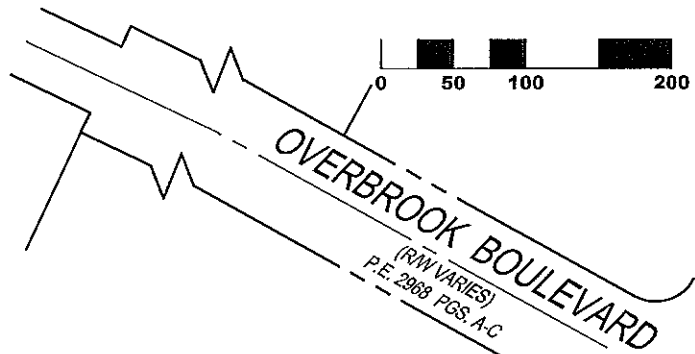
SCALE:
1"=50'

DATE:
11/1/17

JONES WARNER CONSULTANTS, INC.
CONSULTING ENGINEERS
8401 CLAUDE THOMAS ROAD, SUITE 51
FRANKLIN, OHIO 45005
PH: 937-704-9888 FAX: 937-704-9949
EMAIL: jwci@joneswarner.com
VISIT US AT: WWW.JONESWARNER.COM



NOTE: BEARINGS ARE BASED BUTLER COUNTY
ENGINEER'S RECORD OF LAND SURVEYS
VOLUME 53, PAGE 125



BIKE PATH
EASEMENT AREA

PT LOT 350
ATRIUM MEDICAL CENTER
O.R. 9025 PG. 133
16.308 (DEED)
VOL. 53 PG. 125
VOL. 59 PG.9

CINCINNATI - DAYTON ROAD
(RW VARIES)



STATE ROUTE 63
(RW VARIES)

ATRIUM MEDICAL CENTER

EXHIBIT "C"

BIKEWAY EASEMENT
SECTION 18, TOWN 3, RANGE 3, BTM
CITY OF MONROE
BUTLER COUNTY, OHIO

SCALE: 1" = 100'
DATE: 02-02-2018
DRAWN: ARI
CHECKED: RCW
JOB No. 160599VEA005



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513.770.7851
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