

RESOLUTION NO. 9-99

BE IT RESOLVED by the Township Trustees of Union Township, Butler County, Ohio that:

P L E A S E T H E A T T A C H E D

Adopted the 23rd day of _____ February _____, 1999

Township Trustees

Attest: _____
Township Clerk

Grantor: Trustees of Union Township
Township: Union Township Sec 16 T 3 R 2

Project: Sanitary Lateral Relocation
Easement No. _____

COPY

EASEMENT FOR SANITARY SEWER PIPELINES AND APPURTENANCES

KNOW ALL MEN BY THESE PRESENCE:

THAT, The Trustees of Union Township

hereinafter called the Grantor, for and in consideration of One Dollar and for other good and valuable consideration to it paid by the Board of County Commissioners, Butler County, Ohio, hereinafter called the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successor and assigns forever, 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 the Grantor and Grantee, over, under and upon certain real estate owned by the Grantor, and being described as follows:

Situated in Section 16, Town 3, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows:

Beginning at a concrete monument found on the southeast corner of Chesterville Subdivision as recorded in the Butler County Recorder's Office in Plat Book 2145, Page A. Also, being a point on a corner of Brookside Estates, Addition No. 5 as recorded in the Butler County Recorder's Office in Plat Book 575, Page B.

Thence along the south line of said Chesterville Subdivision, North 84°55'00" West, 331.48 feet to a point on the northeast corner of said Brookside Estates;

Thence continuing along said south line of said Chesterville Subdivision, North 80°57'12" West, 11.10 feet to a point being the true point of beginning for the parcel herein described;

Thence, departing said south line, South 28°05'32" West, 32.92 feet to a point;

Thence South 4°54'05" West, 543.92 feet to a point;

Thence South 33°55'19" East, 37.80 feet to a point in the west line of said Brookside Estates;

Thence along the west line of said Brookside Estates, South 4°56'00" West, 31.88 feet to a point;

Thence departing said west line, North 33°55'19" West, 69.67 feet to a point;

Thence North 4°54'05" East, 554.47 feet to a point in the south right of way line of Barrett Road;

Thence along said right of way line, South 84°55'00" East, 10.77 feet to a point;

Thence along the east line of said right of way, North 4°53'30" East, 28.41 feet to a point in the south line of said Chesterville Subdivision;

Thence along the south line of said Chesterville Subdivision, South 80°57'12" East, 22.26 feet to the true point of beginning.

Contains 0.2882 acres.

See Exhibit "A" for Sanitary Sewer Easement Plat

Grantor claims title by instrument recorded in Deed Book 1214, Page 126 of the Butler County Recorder's Office.

The right to construct, operate, maintain, keep in repair, and replace thereon, a sanitary sewer pipeline or pipelines and all appurtenances thereto necessary to the operation thereof.

1. The Grantor hereby conveys to the Grantee, its agents, contractors and subcontractors, a temporary work area adjacent to and abutting the above described permanent easement for the purposes 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 pipe line until said construction is completed. It being understood and agreed that no trees, structures 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 strip of land adjacent to the above permanent easement, and varying in width on either side thereof, as may be necessary to provide working space and at the same time cause minimum inconvenience to the Grantor and minimum damage to the property. The width of the temporary work easement shall be limited to 50 feet unless otherwise specified in Section 7 of this document or the accompanying plat of easement.

2. 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.
3. It is understood and agreed that the Grantee shall include as a provision in the Construction Contract the requirements 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 the said working area 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 County.

- 4. 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 County 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.
- 5. 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.
- 6. Before any building, buildings, other improvements or structures of any kind are construction over, upon or across the 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 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 sanitary sewer(s) within the permanent easement herein granted.
- 7. SPECIAL CONDITIONS:

IN WITNESS WHEREOF, the said Jose Alvarez, Thomas I. Hayden
and Catherine Stoker have set their hands this 23 day of February in the year of our Lord One Thousand Nine Hundred Ninety nine.

Signed and Sealed in the presence of:

Patricia Williams, Clerk
Witness Signature

PATRICIA WILLIAMS, CLERK
Witness Printed Name

Julie Flake
Witness Signature

Julie Flake
Witness Printed Name

Anita Rice
Witness Signature

Anita Rice
Witness Printed Name

Jose Alvarez
Owner Signature

Jose T. Alvarez, President
Owner Printed Name

Thomas I. Hayden
Owner Signature

Thomas I. Hayden, Vice President
Owner Printed Name

Owner Signature

Catherine Stoker
Owner Printed Name

STATE OF OHIO)
COUNTY OF BUTLER) ss: To Wit

Before me, a Notary Public in and for said County and State, personally appeared the above named Jose Alvarez,
Thomas I. Hayden and Catherine Stoker
who acknowledged that the Y did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal at West Chester, Ohio, this
23rd day of February, A.D. 1999.

Notary Public, Butler County, Ohio

Norma H. Biermann

My Commission expires

11/15/99

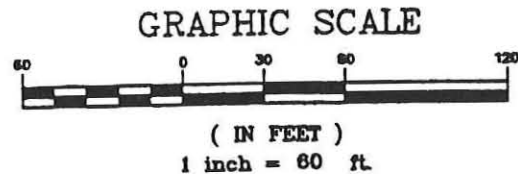
Approved as to Form by:

Assistant Prosecuting Attorney
Butler County, Ohio

This Instrument was prepared by Butler County Department of Environmental Services.

Revised 3/2/99

NORMA H. BIERMANN
Notary Public, State of Ohio
My Commission Expires Nov. 15, 1999

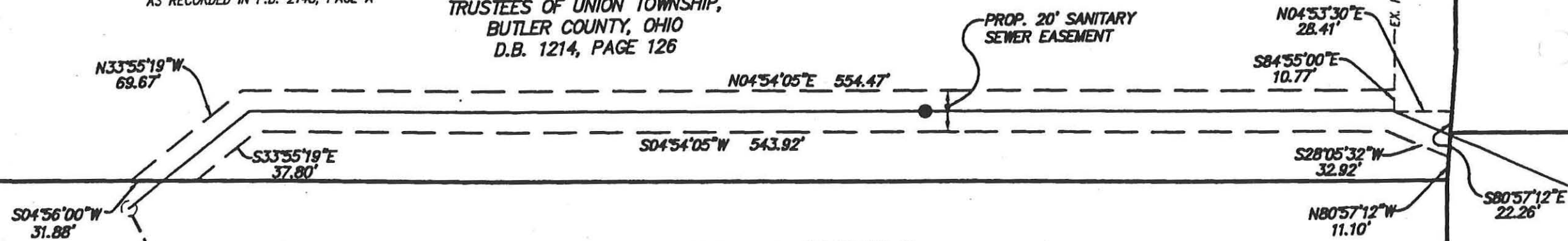


TRUSTEES OF UNION TOWNSHIP SANITARY SEWER LATERAL EXHIBIT "A"

BUTLER COUNTY, OHIO
UNION TOWNSHIP
SECTION 16, TOWN 3, RANGE 2
FEBRUARY 1999

BEARINGS BASED ON CHESTERVILLE SUBDIVISION
AS RECORDED IN P.B. 2145, PAGE A

TRUSTEES OF UNION TOWNSHIP,
BUTLER COUNTY, OHIO
D.B. 1214, PAGE 126



BROOKSIDE ESTATES ~ ADDITION NO. 5
PLAT BOOK 575, PAGE B

BROOKRIDGE DRIVE

BARRETT ROAD

CHESTERVILLE SUBDIVISION
PLAT BOOK 2145, PAGE A
DONNA JEAN CASEY &
RAYMOND J. CASEY
O.R. 506, PAGE 400

Martin D. Webster
MARTIN D. WEBSTER, P.S.
REGISTRATION NO. 7620



4780 Industry Drive, Suite 1, Fairfield, Ohio 45014
(513) 820-2000 FAX (513) 820-2175
2021 Auburn Avenue, Cincinnati, Ohio 45219
(513) 721-5500 FAX (513) 721-0607
ESTABLISHED IN 1833
ENGINEERS • SURVEYORS • LAND PLANNERS • CONSTRUCTION MANAGERS

CONG. MON. FND. B

Grantor: Trustees of Union Township

Project: Sanitary Lateral Relocation

Township: Union SEC. 16, T-3, R-2

EASEMENT FOR SANITARY LATERAL AND APPURTENANCES

DRAFT

KNOW ALL MEN BY THESE PRESENT:

THAT, The Trustees of Union Township

the Grantor, for and in consideration of one dollar and for other good and valuable consideration to it paid by the Board of County Commissioners, Butler County, Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, and release to the said Grantee, its successors and assigns forever, and subject to provisions hereinafter made, the following rights, privileges and easements over, under, and upon certain real estate owned by the Grantor, and being described as follows:

Situated and being in Section 16, Town 3, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows:

BEGINNING AT A CONCRETE MONUMENT FOUND ON THE SOUTHEAST CORNER OF CHESTERVILLE SUBDIVISION AS RECORDED IN THE BUTLER COUNTY RECORDERS OFFICE IN PLAT BOOK 2145, PAGE A, ALSO BEING A POINT ON A CORNER OF BROOKSIDE ESTATES, ADDITION NO. 5, AS RECORDED IN THE BUTLER COUNTY RECORDERS OFFICE IN PLAT BOOK 575, PAGE B; THENCE ALONG THE SOUTH LINE OF SAID CHESTERVILLE SUBDIVISION, N 84°55'00" W, 331.48 FEET TO A POINT ON THE NORTHEAST CORNER OF SAID BROOKSIDE ESTATES; THENCE CONTINUING ALONG SAID SOUTH LINE OF SAID CHESTERVILLE SUBDIVISION, N 80°57'12" W, 11.10 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING FOR THE PARCEL HERE IN DESCRIBED:

THENCE DEPARTING SAID SOUTH LINE, S 28°05'32" W, 32.92 FEET TO A POINT; THENCE S 4°54'05" W, 586.69 FEET TO A POINT; THENCE S 40°04'14" E, 12.94 FEET TO A POINT; THENCE S 85°02'34" E, 14.54 FEET TO A POINT IN THE WEST LINE OF SAID BROOKSIDE ESTATES; THENCE ALONG THE WEST LINE OF SAID BROOKSIDE ESTATES, S 4°56'00" W, 20.00 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, N 85°02'34" W, 22.82 FEET TO A POINT; THENCE N 40°04'14" W, 29.50 FEET TO A POINT; THENCE N 4°54'05" E, 598.47 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF BARRETT ROAD; THENCE ALONG SAID RIGHT OF WAY LINE, S 84°55'00" E, 10.77 FEET TO A POINT; THENCE ALONG THE EAST LINE OF SAID RIGHT OF WAY, N 4°53'30" E, 28.41 FEET TO A POINT IN THE SOUTH LINE OF SAID CHESTERVILLE SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID CHESTERVILLE SUBDIVISION, S 80°57'12" E, 22.26 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 0.3018 ACRES.

SEE EXHIBIT "A" FOR SANITARY SEWER EASEMENT PLAT

GRANTOR CLAIMS TITLE BY INSTRUMENT RECORDED IN DEED BOOK 1214, PAGE 126 OF THE BUTLER COUNTY RECORDERS OFFICE.

- 1. The right to construct, operate, maintain, keep in repair, and replace thereon, a sanitary sewer pipe line or pipe lines and all appurtenances thereto necessary to the operation thereof.**

- 2. TEMPORARY EASEMENT: The right of the Grantee, its agents or employees to store excavated earth and construction materials and to move and operate construction equipment over and upon such area adjacent to said permanent easement as may be necessary for construction of said pipe line until said construction is completed. Such area being described as follows:
A strip of land adjacent to the above permanent easement, and varying in width on either side thereof, as may be necessary to provide working space and at the same time cause minimum inconvenience to Grantor and minimum damage to property.

The width of the temporary work easement shall be limited to 50 feet unless otherwise specified in Section 9 of this document or the accompanying plat of easement. Also, it being understood and agreed that no trees and no 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.**

- 3. The Grantee agrees that upon completion of said work, the areas disturbed by construction 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 and temporary easements therein 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 County.**

- 5. The Grantee herein 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 easement or to follow such deviations or special routes of access as may have been agreed upon and such claim shall be made to the County 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 or temporary 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 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**