

# Resolution

Number 18-1779

Adopted Date November 20, 2018

APPROVE THE PROMOTION OF JASON STRICKLAND FROM LAB TECHNICIAN I TO THE POSITION OF LAB TECHNICIAN II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Jason Strickland has obtained the proper Ohio EPA Certification of Microbiological testing (MMO-MUG), Chlorine analysis, and Fluoride analysis; and

WHEREAS, it is the recommendation of the Sanitary Engineer to promote Jason Strickland to Lab Technician II; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Jason Strickland to the position of Lab Technician II within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 15, at \$16.20 per hour, effective pay period beginning December 22, 2018; and

BE IT FURTHER RESOLVED, Mr. Strickland will receive the typical three (3) percent increase after meeting his year probation on February 11, 2019, effective pay period beginning February 16, 2019.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
J. Strickland's Personnel file  
OMB – Sue Spencer

# Resolution

Number 18-1780

Adopted Date November 20, 2018

HIRE ILA HARTRUM AS CUSTOMER REPRESENTATIVE, WITHIN THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Ila Hartrum, Customer Representative, within the Water and Sewer Department, full-time, non-exempt, Pay Range #12, at a pay rate of \$14.14 per hour, effective December 12, 2018, subject to a negative drug screen, background check and a 365 day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Water/Sewer (file)  
Ila Hartrum's Personnel file  
OMB-Sue Spencer  
T. Reier  
Job Class #1987

# Resolution

Number 18-1781

Adopted Date November 20, 2018

AMEND RESOLUTION #18-1674, APPROVING THE HIRING OF STACY RYAN AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, pursuant to Resolution #18-1674, adopted October 30, 2018, said hire date was November 17, 2018, and

WHEREAS, Ms. Ryan's correct hire date is November 13, 2018; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #18-1674, adopted October 30, 2018 to reflect the correct hire date as November 13, 2018.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: OMB – Sue Spencer  
S. Ryan's Personnel file  
Emergency Services (file)

# Resolution

Number 18-1782

Adopted Date November 20, 2018

## APPROVE REAPPOINTMENTS TO THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT BOARD OF TRUSTEES

WHEREAS, on December 31, 2018, appointments to the Warren County Transportation Improvement District will be expiring; and

NOW THEREFORE BE IT RESOLVED, approve the following reappointments to the Warren County Transportation Improvement District Board of Trustees effective January 1, 2019; said terms to expire December 31, 2020:

Tiffany Zindel, Warren County Administrator

Eric Hansen, Mason City Manager

Neil Tunison, Warren County Engineer

Chris Pozzuto, Springboro City Manager

Eric Reiners, Deerfield Township Administrator

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)  
Appointments file  
Laura Lander  
TID file  
Appointees

# Resolution

Number 18-1783

Adopted Date November 20, 2018

WAIVE FEES ASSOCIATED WITH THE INSTALLATION OF A TENT DURING CHRISTMAS IN THE VILLAGE ON BEHALF OF THE WAYNESVILLE CHAMBER OF COMMERCE

WHEREAS, the Waynesville Area Chamber of Commerce is submitting permit applications for the installation a tent at the corner of Main and Miami Streets during Christmas in the Village in the Village of Waynesville; and

WHEREAS, we are in receipt of a letter from the Waynesville Area Chamber of Commerce requesting said fees be waived; and

NOW THEREFORE BE IT RESOLVED, to waive the fees associated with the permit application of the Waynesville Area Chamber of Commerce; and

BE IT FURTHER RESOLVED, that the Waynesville Area Chamber of Commerce be responsible for the surcharge required by the State of Ohio.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Building Department (file)  
Waynesville Chamber of Commerce ([suz@waynesvilleohio.com](mailto:suz@waynesvilleohio.com))

# Resolution

Number 18-1784

Adopted Date November 20, 2018

ENTER INTO AN EXCLUSIVE AND PERMANENT DRAINAGE EASEMENT WITH  
STEPHEN E. WUND FOR THE EVERETT AVENUE BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve Everett Avenue, it is necessary to construct roadway improvements and in order to do this work it is necessary to enter onto property, which is owned by Stephen E. Wund, an unmarried man; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent drainage easement from the property owner; and

WHEREAS, the land for the exclusive and permanent drainage easement is as follows:

Exclusive and Permanent Drainage Easement – Exhibits A & B – 0.025 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is \$1,030.00; and

NOW THEREFORE BE IT RESOLVED, to enter into exclusive and permanent drainage easement agreement, copies of which are attached hereto and made a part hereof, with Stephen E. Wund for the Everett Avenue Bridge Replacement for the sum of \$1,030.00.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Wund, Stephen E.  
Engineer (file)  
Easement file  
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #16-20-103-003 (Pt.)**

**ARTICLES OF AGREEMENT**

This agreement is entered into the date stated below by Stephen E. Wund, an unmarried man, whose tax mailing address is 1220 East 7800 South, Sandy, UT 84094 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent drainage easement for the Everett Avenue Bridge Replacement Project (Bridge No. 2032-0.23), being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of One Thousand Thirty Dollars (\$1,030.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement for the purpose of constructing and maintaining the necessary project improvements, upon and over the lands hereafter described, Section 20, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

**EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION**

**See Exhibit "A" for details.  
See Exhibit "B" for drawing.**

The Exclusive and Permanent Drainage Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor decline to repurchase the property; (ii) the Grantor fail to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantors' right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledge receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

9th 2:46 AM 7-18-2018

**GRANTOR**

**IN EXECUTION WHEREOF**, Stephen E. Wund, unmarried, the Grantor herein, have hereunto set their hands on the date stated below.

**Grantor:**

SIGNATURE: Stephen E. Wund

PRINTED NAME: Stephen E. Wund

DATE: 11-2-18

STATE OF OHIO, COUNTY OF WARREN, ss.

**BE IT REMEMBERED**, on this 2<sup>nd</sup> day of NOVEMBER, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Stephen E. Wund, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
02/06/22  
Recorded in  
Warren County

Notary Public: D. M. Brigano  
My commission expires: 02/06/22

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**GRANTEE**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution No. 18-1784, dated 11/20/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
PRINTED NAME: Tom Grossmann  
TITLE: President  
DATE: 11/20/18

**STATE OF OHIO, COUNTY OF WARREN, ss.**

BE IT REMEMBERED, on this 20 day of November, 2018 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Easement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Signature]  
My commission expires: 12/26/2022

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: Adam.Nice@co.warren.oh.us

**Stephen E. Wund**  
**Permanent Drainage Easement – 1D**  
**For Everett Avenue Bridge Replacement Project**  
**(Bridge No. 2032-0.23)**  
**PIN #16-20-103-003 (Pt.)**

Situated in Section 20, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio, along the south side of Everett Avenue (also known as Township Road 2032), being a part of the Myrtle Village Subdivision Section Three Record Plat as recorded in Plat Book 4, Page 127 in the Warren County Recorder's Office, also being part of Lot 88 and part of Lot 87, consisting of a 1.084 acre tract conveyed to Stephen E. Wund, Grantor, by deed as recorded in Official Record 5939, Page 904 in the Warren County Recorder's Office being more particularly described as follows:

Commencing at the Grantor's northwest boundary corner, also being the northeast boundary corner of Lot 86 and part of Lot 87, consisting of a 1.083 acre tract conveyed to Gregory C. and Tammy D. Bond, Official Record 2131, Page 997, and also being a point in the existing southerly right-of-way line of Everett Avenue (Township Road 2032);

Thence along the said right-of-way line, also being the Grantor's northerly boundary line South 83 degrees 17 minutes 15 seconds East 19.85 feet to a point, being the **TRUE POINT OF BEGINNING** of this description;

Thence continuing along the said right-of-way and boundary line South 83 degrees 17 minutes 15 seconds East 78.68 feet to a point in the new permanent drainage easement line;

Thence along the said easement line South 72 degrees 21 minutes 14 seconds West 46.54 feet to a point;

Thence continuing along the said easement line North 83 degrees 17 minutes 15 seconds West 36.28 feet to a point;

Thence continuing along the said easement line North 06 degrees 42 minutes 45 seconds East 19.19 feet to a point in the existing southerly right-of-way line of Everett Avenue (Township Road 2032), also being the Grantor's northerly boundary line, being the **TRUE POINT OF BEGINNING** containing 0.025 acres (1,103 s.f.), with Lot 88 containing 0.011 acres (484 s.f.) and Lot 87 containing 0.014 acres (619 s.f.), more or less.

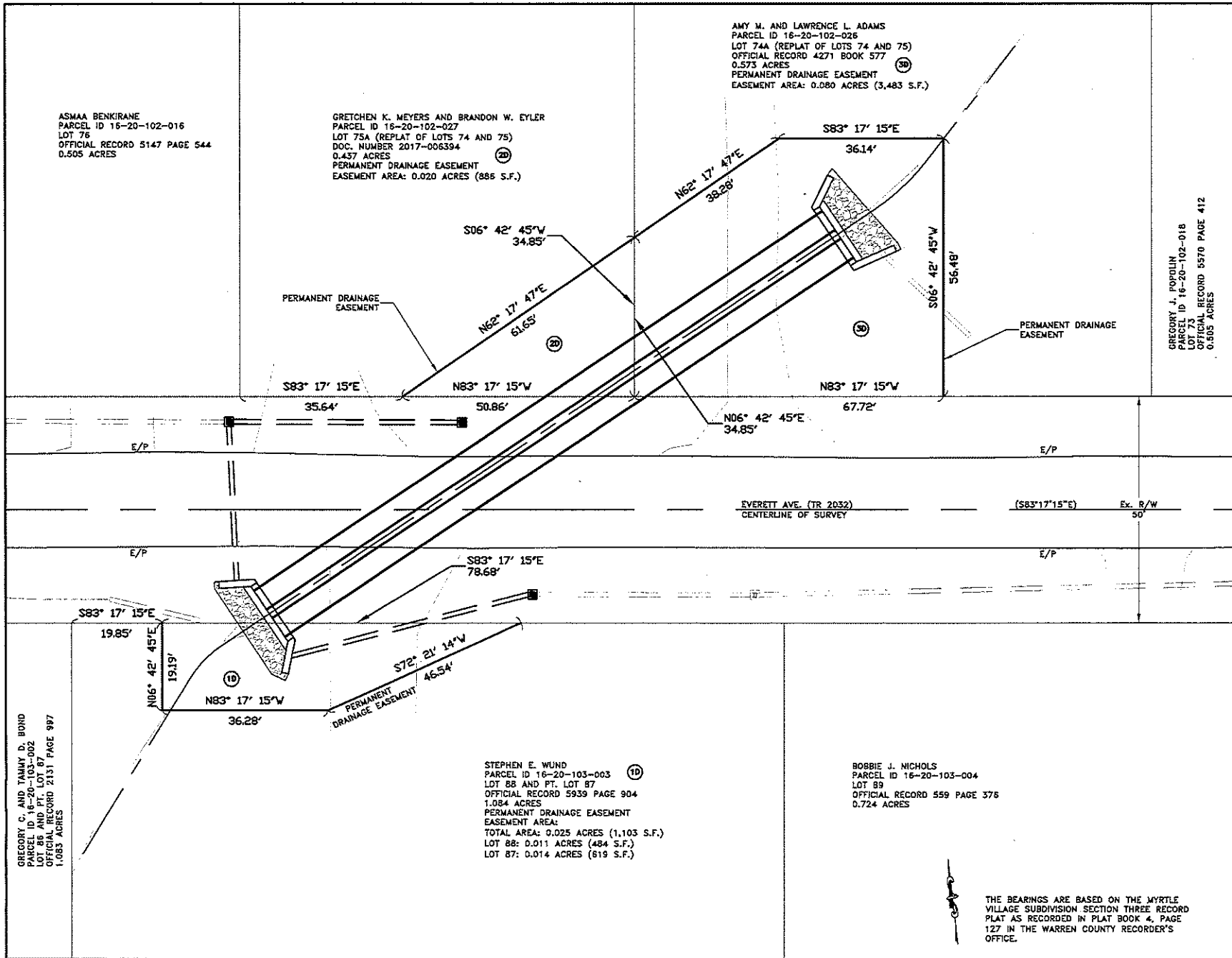
The bearings for this description are based on the Myrtle Village Subdivision Section Three Record Plat as recorded in Plat Book 4, Page 127 in the Warren County Recorder's Office.

This legal description was prepared based on the Myrtle Village Subdivision Section Three Record Plat as recorded in Plat Book 4, Page 127 in the Warren County Recorder's Office, and on a survey that was completed by the Warren County Engineer's Office in August of 2011 for the Everett Avenue Bridge Replacement Project (Bridge No. 2032-0.23). This legal description was completed under the direction and supervision of Roy G. Henson (Ohio Registered Surveyor No. 8554) of the Warren County Engineer's Office, 210 W Main Street, Lebanon, Ohio.



*Roy G. Henson*  
8/16/2018

EXHIBIT "B"



210 W. Main Street  
Warren, Ohio 44486  
513-895-3301  
513-895-7714 Fax

Warren  
County  
Engineer's  
Office  
Neil F. Tunison, P.E., P.S.  
Warren County Engineer

PROPOSED EASEMENT - EXHIBIT "B"

SECTION 20, TOWN 4, RANGE 2  
DEERFIELD TOWNSHIP  
WARREN COUNTY, OHIO

SCALE 1" = 50'	DATE 07/02/18	CHECKED BY RCH	FILE R2021-050
DRAWN BY DWB			
PROJECT NO. R2022			
DRAWING NO.			

THE BEARINGS ARE BASED ON THE MYRTLE VILLAGE SUBDIVISION SECTION THREE RECORD PLAT AS RECORDED IN PLAT BOOK 4, PAGE 127 IN THE WARREN COUNTY RECORDER'S OFFICE.

# Resolution

Number 18-1785

Adopted Date November 20, 2018

ENTER INTO A GEOTECHNICAL ENGINEERING SERVICES CONTRACT WITH TERRACON CONSULTANTS, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER

BE IT RESOLVED, to enter into a Geotechnical engineering service contract with Terracon Consultants, Inc., 611 Lunken Drive, Cincinnati, OH 45226 for the Dry Run Road streambank erosion project, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Terracon Consultants, Inc.  
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR  
GEOTECHNICAL ENGINEERING SERVICES  
DRY RUN ROAD (TR-81)**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Terracon Consultants, Inc., 611 Lunken Park Drive, Cincinnati, OH 45226, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to mitigate streambank erosion on Dry Run Road (TR-81) hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Geotechnical Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Geotechnical Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Geotechnical Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Geotechnical Engineering representative for the Project as set forth below and shall give professional Geotechnical Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil and geotechnical engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

**SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

**SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES**

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Geotechnical Engineering Services of the PROJECT, including extra work and required extensions thereto.

#### **SECTION 5 - PAYMENTS TO ENGINEER**

##### **5.1 Methods of Payment for Services and Expenses of ENGINEER**

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
  - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$2,250.00**.
  - 5.1.1.2 For Additional Services, OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, attached to and made a part of this Agreement before such services begin.

##### **5.2 Times of Payments**

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion

of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

### **5.3 Other Provisions Concerning Payments**

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

### **5.4 Definitions**

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination**

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

### **6.2 Reuse of Documents**

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

### **6.3 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

#### **6.4 Successors and Assigns**

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

#### **6.5 Modification or Amendment**

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

#### **6.6 Construction**

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

#### **6.7 Waiver**

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

#### **6.8 Relationship of Parties**

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

#### **6.9 Parties**

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.



## 6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

## 6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners  
Attn. Dave Gully, County Administrator  
406 Justice Drive  
Lebanon, Ohio 45036  
Ph. 513-695-1250

Warren County Engineer's Office  
Attn. Neil F. Tunison, County Engineer  
210 W Main Street  
Lebanon, Ohio 45036  
Ph. 513-695-3310

Terracon Consultants, Inc.  
611 Lunken Park Drive  
Cincinnati, OH 45226  
Ph. 513-321-5816

## 6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**The following Exhibits are attached to and made a part of this Agreement:**

Exhibit 1

## **SECTION 8 – ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written

instrument, signed by all parties.

**SECTION 9 – INDEMNIFICATION**

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[the balance of this page is intentionally left blank]

**SECTION 10 – EXECUTION**

**ENGINEER:**

**IN EXECUTION WHEREOF**, Terracon Consultants, Inc., an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by Aaron J. Muck, whose title is Principal, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: Aaron J. Muck  
PRINTED NAME: Aaron J. Muck  
TITLE: Principal  
DATE: 11/8/2018

**OWNER:**

**IN EXECUTION WHEREOF**, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-1785 dated 11/20/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grossmann  
PRINTED NAME: Tom Grossmann  
TITLE: President  
DATE: 11/20/18

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER**

By: Neil F. Tunison  
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO**

By: David P. Fornshell  
Assistant Prosecuting Attorney



October 17, 2018

Warren County Engineer's Office  
210 West Main Street  
Lebanon, Ohio 45036

Attn: Mr. Chuck Petty, P.E., P.S.  
Bridge Engineer  
P: [513] 695-3309  
C: [513] 509-0838  
E: [Charles.Petty@co.warren.oh.us](mailto:Charles.Petty@co.warren.oh.us)

Re: Proposal for Geotechnical Engineering Services  
Dry Run Road Erosion Protection  
Union Township, Warren County, Ohio  
Terracon Proposal No. PN1185399

Dear Mr. Petty:

The purpose of this study will be to provide recommendations for the construction of erosion protection along the east side of Dry Run Road approximately 500 feet north of the intersection with Lebanon Road. The streambank in this area has experienced erosion which has progressed towards the roadway and if it is not addressed soon, may cause damage to the guardrail and roadway. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

## A. PROJECT INFORMATION

A site visit was made on October 5, 2018 with Mr. Chuck Petty to observe the site. An approximate 100-foot-long section is experiencing erosion due to its location on the outside bend of the creek and the proximity of the roadway to the creek. The vertical distance from the edge of pavement to the creek level is approximately 6 to 8 feet and the horizontal distance from the edge of pavement to the flow line of the creek is 15 feet. An approximately 30-foot-wide section of the bank has eroded to the guardrail line and an attempt was made to protect it by placing concrete slabs at the base of the bank. On either side of this area, the roots from trees and brush are currently retaining the soil but it is anticipated that in the near future these will also be undermined.



Terracon Consultants, Inc. 611 Lunken Park Drive, Cincinnati, Ohio 45226

P [513] 621-9092 F [513] 321-4540

Geotechnical



Environmental

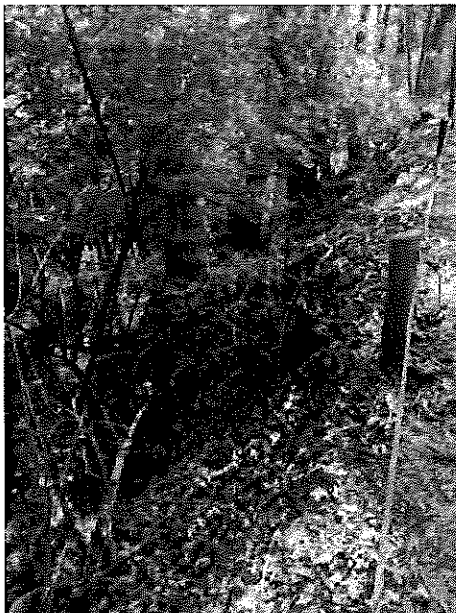


Construction Materials



Facilities

The conditions observed on October 5, 2018 are shown below:



## **B. SCOPE OF SERVICES**

We understand that funding is limited for repair of this project and Union Township and the Warren County Engineer's office have considered several options for repair including a pier wall, soil nails, and rebuilding of the slope. After visiting the site and discussions with Warren County the recommended option to protect the roadway and repair the slope and to do so at a minimal cost is to rebuild the slope. A-Jacks (from Contech) would be installed along the toe of

**Proposal for Geotechnical Engineering Services**

Dry Run Road Erosion Protection ■ Union Township, Warren County, Ohio  
October 17, 2018 ■ Terracon Proposal No. PN1185399



the slope in the creek and then the slope rebuilt behind this. Unlike rip-rap, the A-Jacks are light enough that they can be placed by hand and the work could be performed by Union Township personnel if needed. Additional A-Jacks or piles of the existing concrete slabs (broken up into maximum 2 foot by 2 foot chunks) would be placed in the creek every 20 to 25 feet along the new toe of the slope to serve as flow deflectors.

Engineering Analysis and Design – Based on our understanding of the project, plans will be provided that include:

- Plan view showing the recommended repair area (overlaid on Warren County GIS map)
- Typical Cross Section including the A-Jacks and rebuilt slope
- Specifications

Schedule – Upon authorization, our slope protection drawings will be provided within three weeks to allow for engineering evaluation and analyses and plan preparation. In situations where information is needed prior to submittal of our drawings, we can provide verbal information or recommendations for specific project requirements.

**C. COMPENSATION**

For the scope of geotechnical services outlined in this proposal that includes slope protection design and drawings, the quoted lump sum fee is \$2,250.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

**D. AUTHORIZATION**

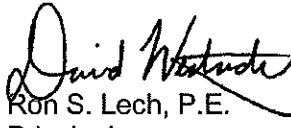
This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to the writer.

We appreciate the opportunity to meet with you and to provide this proposal and look forward to the opportunity of working with you on this landslide repair.

Sincerely,

**Terracon Consultants, Inc.**

  
David W. Westendorf, P.E.  
Senior Associate

  
Ron S. Lech, P.E.  
Principal

Attachments: Agreement for Services

# Resolution

Number 18-1786

Adopted Date November 20, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO RACK & BALLAUER EXCAVATING COMPANY, INC. FOR LOWER SPRINGBORO ROAD WATER IMPROVEMENT PROJECT, PHASE 2

WHEREAS, bids were closed at 11:00 a.m., on November 15, 2018, and the bids received were opened and read aloud for the Lower Springboro Road Water Improvement Project, Phase 2, and the results are on file in the Commissioner's Office; and

WHEREAS, upon review of such bids by Chris Brausch, Rack & Ballauer Excavating Company Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Rack & Ballauer Excavating Company, Inc., 11321 Paddys Run Road, Hamilton, Ohio, for a total bid price of \$751,630.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 18-1787

Adopted Date November 20, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO JNT EXCAVATING LLC. FOR LOWER SPRINGBORO ROAD WATER IMPROVEMENT PROJECT, PHASE 3

WHEREAS, bids were closed at 11:00 a.m., on November 15, 2018, and the bids received were opened and read aloud for the Lower Springboro Road Water Improvement Project, Phase 3, and the results are on file in the Commissioner's Office; and

WHEREAS, upon review of such bids by Chris Brausch, JNT Excavating LLC., has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to JNT Excavating LLC., 2088 Hartland Blvd., Independence, Kentucky, for a total bid price of \$593,278.68; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH

cc: Water/Sewer (file)  
OMB Bid file



# Resolution

Number 18-1788

Adopted Date November 20, 2018

APPROVE AND ENTER INTO AN EASEMENT & AGREEMENT FOR WATERLINE & APPURTENANCES WITH HEADWATERS CAPITAL, LTD

WHEREAS, this Board has deemed it necessary to obtain permanent easements for the construction, operation and maintenance of waterline along Springboro Road; and

NOW THEREFORE BE IT RESOLVED, to enter into an Easement and Agreement for waterline and appurtenances with Headwaters Capital, LTD Parcel Number 0812400051, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A— Headwaters Capital, LTD  
Water/Sewer (file)  
Easement file  
Recorder (certified)

Parcel Number: 0812400051

Auditor's Account Number: 0605341

**EASEMENT & AGREEMENT FOR  
WATERLINE & APPURTENANCES**

**THIS EASEMENT & AGREEMENT** is entered into on the dates stated below by **HEADWATERS CAPITAL, LTD, an Ohio Limited Liability Company**, whose tax mailing address is 550 S. Main Street, Springboro, Ohio 45066 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is for water main construction, operation, maintenance, repair, replacement or removal of water main or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

**WITNESSETH**, that Grantor for and in consideration of one Dollar (\$ 1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the Township of Clearcreek, in Section 12, Town 3, Range 4, and being part of a 23.540 acre tract, Warren County, Ohio, consisting of 0.1334 acres, and being the same premises described in a deed recorded in Document No. 2018-012119, of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is

necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the

easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

**GRANTOR:**

**IN EXECUTION WHEREOF, Todd H. Kelchner** the duly authorized **Manager** of **Headwaters Capital, Ltd, an Ohio Limited Liability Company**, has set his/her hands to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

**GRANTOR:**

SIGNATURE: 

PRINTED NAME: Todd H. Kelchner

TITLE: Manager

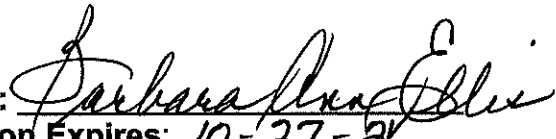
DATE: 11-6-18

STATE OF OHIO, COUNTY OF Montgomery, ss:

**BE IT REMEMBERED**, that on the 6<sup>th</sup> day of November, 2018, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be **Todd H. Kelchner**, whose title is **Manager**, of **Headwaters Capital, Ltd, an Ohio Limited Liability Company**, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.



BARBARA ANN ELLIS  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
October 27, 2021

Notary Public:   
My Commission Expires: 10-27-21

**GRANTEE:**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution Number 18-1788, dated 11/20/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Signature: [Signature]

Printed Name: Tom Grossmann

Title: President

Date: 11/20/18

**STATE OF OHIO, COUNTY OF WARREN, ss.**

**BE IT REMEMBERED**, on this 20 day of November, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Signature]  
My Commission Expires: 12/26/2022

Approved as to form by:

**DAVID FORNSHELL  
PROSECUTING ATTORNEY,  
WARREN COUNTY, OHIO**  
[Signature]

By: Assistant Prosecutor

Date: 11/9/18

Owner(s): Headwaters Capital, Ltd  
Property Address: Springboro Rd, Springboro, OH  
Parcel Number: 0812400051  
Auditor's Account Number: 0605341

**WAIVER [OF APPRAISAL]**

---

**WHEREAS**, nothing in Chapter 163 of the Revised Code [Appropriation of Property] precludes a person from voluntarily conveying his property, or a part thereof, including an easement across such property for public purposes, when a governmental agency offers to purchase the property, a part thereof or easement across such property; and,

**WHEREAS**, any such voluntary conveyance of a property, or a part thereof, including an easement across such property for public purposes, to a governmental agency is deemed for all purposes to be a sale under the threat of eminent domain in accordance with Ohio Rev. Code § 163.02; and,

**WHEREAS**, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may appropriate real property only after it obtains an appraisal of the property and provides a copy of the appraisal to the owner or, if more than one, each owner or to the guardian or trustee of each owner, at or before the time a governmental agency makes its first offer to acquire the property or the interest therein; and,

**WHEREAS**, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may prescribe a procedure to waive the appraisal in cases involving the acquisition by sale or donation of property with a fair market value of ten thousand dollars (\$10,000.00) or less; and,

**WHEREAS**, the Warren County Board of County Commissioners adopted Resolution No. 08-1093, dated July 17, 2008, that sets forth the procedure for waiving an appraisal as permitted in Ohio Rev. Code § 163.04 (C), as follows: Board hereby establishes a policy of waiving appraisals in accordance with Ohio Rev. Code § 163.04 (C), where the fair market value of an easement is estimated to be less than ten thousand dollars (\$10,000), for the following general circumstances:



1. Assessment projects where the property owners shall be beneficiaries of the project; and/or,
2. Projects where the property owners have requested that an appraisal not be performed.

**WHEREAS**, the Warren County Board of County Commissioners adopted Resolution No. 13-1618 dated November 5, 2013, determining the necessity for the Wayne-Massie Sewer District Improvement Area Project which consists of construction of upgrade and extension of the 6-inch forcemain along State route 73 to a 12-inch forcemain and replacing the Fifty Springs and Maple Street sanitary lift stations, ("Project") for public use and purposes; and,

**WHEREAS**, the Project necessitates Warren County to acquire an easement across the property identified above.

**THEREFORE**, in consideration of mutual promises, the receipt and sufficiency are hereby stipulated, the undersigned owner(s) of the property identified above does hereby knowingly and intelligently: (i) acknowledge its rights under Ohio Rev. Code § 163.04, et seq. to receive an appraisal of the property identified above for the Project; (ii) waive(s) the right to receive an appraisal of the property identified above for the Project; and, (iii) acknowledge Warren County's obligation to provide it with an appraisal of the property identified above for the Project and does further release and discharge Warren County and its agents, departments, employees and officials from providing the undersigned owner with an appraisal.

**IN EXECUTION WHEREOF**, the undersigned owner having had a sufficient opportunity to read this Waiver and having prior to signing it reviewed it with the assistance of legal counsel or elected not to review it with the assistance of legal counsel, does acknowledge that that its contents are fully and completely understood and shall be bound by its terms.

**OWNER:**

SIGNATURE: \_\_\_\_\_

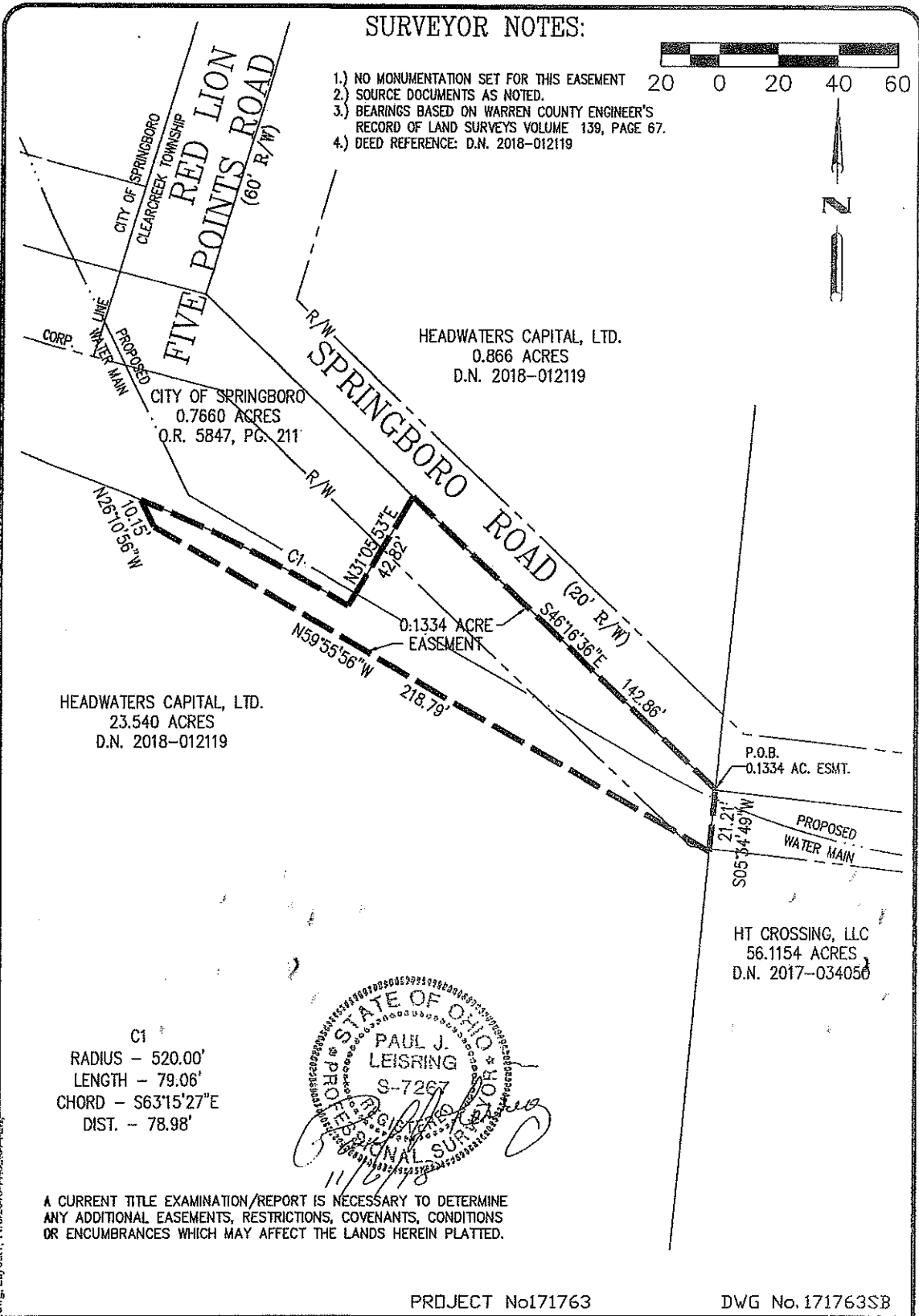
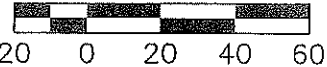
PRINTED NAME: Todd H. Kelchner

TITLE: Manager

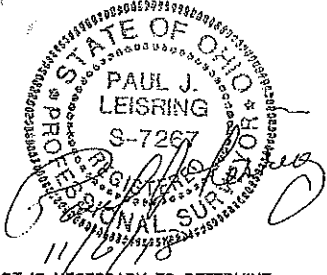
DATE: 11-6-18

**SURVEYOR NOTES:**

- 1.) NO MONUMENTATION SET FOR THIS EASEMENT
- 2.) SOURCE DOCUMENTS AS NOTED.
- 3.) BEARINGS BASED ON WARREN COUNTY ENGINEER'S RECORD OF LAND SURVEYS VOLUME 139, PAGE 67.
- 4.) DEED REFERENCE: D.N. 2018-012119



C1  
 RADIUS - 520.00'  
 LENGTH - 79.06'  
 CHORD - S63°15'27"E  
 DIST. - 78.98'



A CURRENT TITLE EXAMINATION/REPORT IS NECESSARY TO DETERMINE ANY ADDITIONAL EASEMENTS, RESTRICTIONS, COVENANTS, CONDITIONS OR ENCUMBRANCES WHICH MAY AFFECT THE LANDS HEREIN PLATTED.

PROJECT No171763 DWG No.171763SB

DATE: 8/13/18 EXHIBIT EXHIBIT

EASEMENT EXHIBIT  
 0.1334 ACRES  
 SECTION 12, TOWN 3, RANGE 4  
 CLEARCREEK TOWNSHIP  
 WARREN COUNTY, OHIO  
 SCALE: 1"=40' DRAWN: PJJ CHECKED: KC

**APEX**  
 ENGINEERING & SURVEYING, INC.  
 1068 NORTH UNIVERSITY BLVD. MIDDLETOWN, OHIO 45042  
 PH.-(513) 424-5202 OR (513) 932-8991 FAX - (513) 424-6202

HEADT... RICO...

August, 2018

**WATER MAIN EASEMENT  
0.1334 ACRES  
CLEARCREEK TOWNSHIP  
WARREN COUNTY, OHIO**

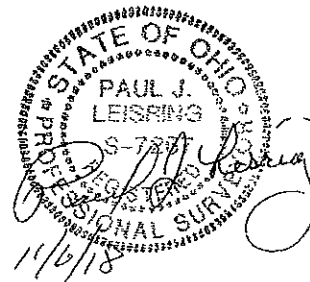
Situated in the State of Ohio, Warren County, Clearcreek Township, Section 12, Town 3, Range 4, being part a 23.540 acre tract conveyed to Headwaters Capital, LTD recorded in d.n. 2018-012119 of the Warren County Recorder's Office and being more particularly described as follows:

Beginning at the northeast corner of said 23.540 acre tract and being the centerline of Springboro Road (20' R/W) thence along the line of said 23.540 acre tract S05°34'49"W a distance of 21.21 feet; thence along a line through said 23.540 acre tract for the following two (2) courses and distances;

- 1) N59°55'56"W a distance of 218.79 feet;
- 2) N26°10'56"W a distance of 10.15 feet to the line of a 0.7660 acre tract conveyed to City of Springboro recorded in O.R. 5847, Pg. 211; thence along the line of said 0.7660 acre tract for the following two (2) courses and distances;
  - 1) along a curve to the right with a radius of 520.00 feet a length of 79.06 feet a chord bearing S63°15'27"E a distance of 78.98 feet;
  - 2) N31°05'53"E a distance of 42.82 feet to the line of said 23.540 acre tract; thence along the line of said 23.540 acre tract S46°16'36"E a distance of 142.86 feet to the point of beginning.

Containing 0.1334 acres more or less and being subject to all easements, restrictions and rights-of-way of record.

The above description is based on an easement exhibit drawing prepared by Apex Engineering & Surveying, Inc. Bearings are based on Warren County Engineers record of land surveys Volume 139, Pg. 67



# Resolution

Number 18-1789

Adopted Date November 20, 2018

## APPROVE EASEMENT ACQUISITION COMPENSATION AND ENTER INTO WATERLINE & APPURTENANCE EASEMENT AGREEMENTS FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENTS PROJECT

WHEREAS, on March 6, 2018 the Board of County Commissioners of Warren County, Ohio adopted Resolution 18-0325 determining the necessity for the appropriation of property for the construction of the Lower Springboro Road Water Improvement Project; and

WHEREAS, this Board has deemed it necessary to obtain permanent easements for the construction, operation and maintenance of 18,400 feet of waterline extending from Lower Springboro Road near the intersection of Township Line Road to the Village of Corwin; and

WHEREAS, the following properties have been appraised for easement acquisition and negotiations have been conducted with the following results:

Parcel #	Owner	Compensation
09-18-400-005	Jeffrey R. Wentworth TR	\$1,250
09-18-400-002	Jeffrey R. Wentworth TR	\$8,116

NOW THEREFORE BE IT RESOLVED, to enter into two Easement Agreements with Jeffrey R. Wentworth TR for permanent easements on parcels located along the waterline alignment and approve compensation in the amounts aforementioned. Copy of said agreements are attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Jeffrey R. Wentworth TR  
Easement file  
Water/Sewer (file)  
Recorder (certified)

Grantor: Jeffrey R. Wentworth, Trustee  
Property Address: 3758 Lower Springboro Rd.,  
Waynesville, OH 45068  
Parcel Number: 09-18-400-005 (Pt.)  
Auditor's Account Number: 7603967

**EASEMENT & AGREEMENT  
FOR WATERLINE & APPURTENANCES**

**THIS EASEMENT & AGREEMENT** is entered into on the dates stated below by **JEFFREY R. WENTWORTH AS TRUSTEE OF THE JEFFREY R. WENTWORTH TRUST u/a/d August 16, 1995**, whose tax mailing address is 3630 Lower Springboro Road, Waynesville, OH 45068 (hereinafter "Grantor"), and the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to grant permanent and temporary easements to allow Grantee and its agents to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove waterlines and appurtenances for the Lower Springboro Road Water Improvement Project within the Lower Springboro Water Improvement Area of the Warren County Water District, the necessity of which has been determined by legislation adopted by Grantee, titled Resolution No. 18-0325,

dated March 6, 2018, and other public utility purposes as may be deemed necessary hereafter by Grantor adopting other legislation.

**WITNESSETH**, that Grantor for and in total consideration of One Thousand Two Hundred Fifty Dollars (\$ 1,250.00) paid by Grantee (for the permanent and temporary easement rights granted herein, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements (permanent and temporary) in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof (collectively the "Easement Area" or separately as the "Permanent Easement or Permanent Easement Area" and "Temporary Easement Area or Temporary Easement."

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,
- 2) none.

The Easement Area being granted herein is part of a parcel located in Sec. 18, Town 4, Range 4, Wayne Township, Warren County, Ohio, consisting of 3.39 acres, and being the same premises described in a deed recorded as O.R. Vol. 3485, Page 169 of the Official Records of the Warren County, Ohio Recorder's Office – said easements are located on and effect only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The Permanent Easement, and the Temporary Easements during their term stated hereinafter, shall be subject to the following rights, restrictions, covenants and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, waterlines and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the described Easement Area which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of waterlines and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the Easement Area as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the Easement Area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a right of entry in, on, over, under, through, across and above the Easement Area by its employees or agents, and equipment necessary for

the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the Permanent Easement. However, Grantor shall have the right to use the land within the limits of Permanent Easement Area in a manner not inconsistent with the rights conveyed to the Grantee.

5. The right to cut and grub out certain Walnut trees and dispose of the remains of such trees.

The Permanent Easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity.

The Temporary Easements granted herein shall bind and inure to the benefit of the each party hereto and their respective successors and assigns, until such Temporary Easements terminate upon the earlier of the completion of the Lower Springboro Water Improvement Project, or December 31, 2019.

Grantor shall have the right to repurchase the Permanent Easement rights for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the Permanent Easement rights for repurchase; (iii) a plan, contract, or arrangement is authorized that



commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges receipt of an appraisal of easement rights in compliance with Ohio Rev. Code § 163.04 (C).

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Easement and Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Easement and Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, Jeffrey R. Wentworth as Trustee of the Jeffrey R. Wentworth Trust u/a/d August 16, 1995, the Grantor herein, has set his hand to this instrument on the date stated below, in accordance with authority to act granted in said Trust as evidenced in an Affidavit on Facts Relating to Title recorded in O.R. Vol. 4105, Page 33 and an Affidavit/Memorandum of Trust recorded in O.R. Vol. 1133, Page 688 and an Affidavit/Amended Memorandum of Trust recorded in O.R. Vol. 3873, Page 602 of the Warren County, Ohio Recorder's Office.

SIGNATURE: *Jeffrey R. Wentworth*  
PRINTED NAME: Jeffrey R. Wentworth  
TITLE: Trustee  
DATE: 9/27/18

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 27<sup>th</sup> day of September, 2018, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be **JEFFREY R. WENTWORTH AS TRUSTEE OF THE JEFFREY R. WENTWORTH TRUST u/a/d August 16, 1995**, whose name is subscribed hereto and he executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his free and voluntary act and deed, and for the uses and purposes in this instrument.

Notary Public: *Patricia S. Hogan*  
My Commission Expires: \_\_\_\_\_



Patricia S. Hogan  
Notary Public, State of Ohio  
My Commission Expires  
December 26, 2020

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann its President or Vice-President, on the date stated below, pursuant to Resolution Number 18-1789, dated 11/20/18.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

Signature: [Signature]  
Printed Name: Tom Grossmann  
Title: President  
Date: 11/20/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 20 day of November, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be Tom Grossmann whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him to act on its behalf pursuant to Board Resolution Number 18-1789, dated 11/20/18, and while acting in his official capacity, did acknowledge the signing thereof to be his voluntary act and deed.

Notary Public: [Signature]  
My Commission Expires: 12/26/2022

[seal]

This instrument was prepared by:

DAVID FORNSHELL  
PROSECUTING ATTORNEY,  
WARREN COUNTY, OHIO

[Signature]

By: Bruce A. McGary, Asst. Prosecutor

Date: 11/20/18

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann its President or Vice-President, on the date stated below, pursuant to Resolution Number 18-1789, dated 11/20/18.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

Signature: [Signature]  
Printed Name: Tom Grossmann  
Title: President  
Date: 11/20/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 20 day of November, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be Tom Grossmann whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him to act on its behalf pursuant to Board Resolution Number 18-1789, dated 11/20/18, and while acting in his official capacity, did acknowledge the signing thereof to be his voluntary act and deed.

Notary Public: [Signature]  
My Commission Expires: 12/26/2022

[seal]

This instrument was prepared by:

DAVID FORNSHELL  
PROSECUTING ATTORNEY,  
WARREN COUNTY, OHIO

[Signature]

By: Bruce A. McGary, Asst. Prosecutor  
Date: 11/20/18

## EXHIBIT "A"

### Water Line Easement

Situated in the County of Warren, in the State of Ohio and in the Township of Wayne, and being a part of an 3.39 acre tract of land, as conveyed to Jeffrey R. Wentworth, Trs., by deed as recorded in Official Record Vol. 3485, Pg. 169 of the Official Deed Records of Warren County, Ohio.

Commencing from a found mag-nail located at the southeast corner of Section 18 in the center of East Lower Springboro Rd., thence along the south line of Section 18 and the centerline of East Lower Springboro Rd. N 80°30'23" W a distance of 1,264.68 feet to a mag-nail found, said mag-nail being located at the southeast corner of said 3.39 acre tract; thence leaving said centerline and along the east line of said 3.39 acre tract N 02°38'37" E a distance of 30.22 feet to a point located on the north Right-of-Way line of said East Lower Springboro Rd; thence leaving said east line and along said north Right-of-Way line N 80°26'48" W a distance of 80.86 feet to the **TRUE POINT OF BEGINNING** of the herein described water line easement;

Thence continuing along said north Right-of-Way line N 80°26'48" W a distance of 79.78 feet to a point;

Thence leaving said north Right-of-Way line N 55°21'01" W a distance of 70.57 feet to a point

Thence N 45°08'53" W a distance of 159.50 feet to a point located on the west line of said 3.39 acre tract;

Thence along said west line N 32°12'24" E a distance of 20.50 feet to a point;

Thence leaving said west line S 45°08'53" E a distance of 162.20 feet to a point;

Thence S 55°21'01" E a distance of 72.60 feet to a point;

Thence S 66°46'51" E a distance of 69.82 feet and returning to the **POINT OF BEGINNING**, containing 0.1218 acres, more or less, subject to all easement, restrictions, conditions and legal highways of record pertaining to the parent tract.

This description is based on a field survey made in September 2017 and is **further shown on attached Exhibit "B"**.

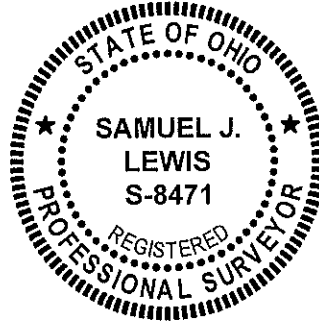
The above described water main easement and temporary construction easement is wholly contained within Warren County, Ohio Parcel Identification Number: 09-18-400-005 and is

outside of the present road right-of-way.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

**JONES WARNER CONSULTANTS, INC.**

\_\_\_\_\_  
Samuel J. Lewis  
Ohio Registered Land Surveyor No. 8471



**EXHIBIT "B"**  
(THIS IS NOT A BOUNDARY SURVEY)



NORTH BASED ON STATE  
PLANE COORDINATES  
OHIO SOUTH ZONE, NAD83

Line Table		
Line	Length	Direction
L 1	79.78'	N 80°26'48" W
L 2	70.57'	N 55°21'01" W
L 3	159.50'	N 45°08'53" W
L 4	20.50'	N 32°12'24" E
L 5	162.20'	S 45°08'53" E
L 6	72.60'	S 55°21'01" E
L 7	69.82'	S 66°46'51" E

PAR ID 09-18-400-005  
WENTWORTH, JEFFREY R. TRS.  
3.39 ACRES  
O.R. 3485, PG. 169

PAR ID 09-18-400-002  
WENTWORTH, JEFFREY R. TRS.  
87.06 ACRES  
O.R. 3485, PG. 169

TEMP. ESMT. 1  
0.0745 ACRES

PERM. ESMT.  
0.1218 ACRES

TEMP. ESMT. 2  
0.0503 ACRES

N 80°30'23" W  
1,264.68'

MAG NAIL (Fnd)

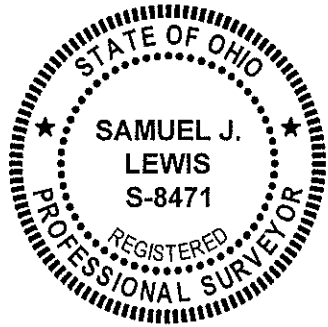
N 02°38'37" E  
30.22'

PAR ID 09-17-200-002  
BOWMAN, DANIEL L. & DONNA  
86.819 ACRES  
O.R. 5790, PG. 345  
S.R. 111, PG. 80

N 80°26'48" W  
80.86'

PAR ID 09-17-200-001  
COOK, MILTON  
142.495 ACRES  
O.R. 4693, PG. 590  
S.R. 2, PG. 340

E. LOWER SPRINGBORO RD.  
(R/W VARIES)



PROPOSED WATER LINE EASEMENT  
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

PID: 09-18-400-005 - WENTWORTH, JEFFREY R., TRS.  
( VACANT LAND ) LOWER SPRINGBORO RD., WAYNESVILLE, OHIO 45068

SCALE:  
1" = 100'  
DATE:  
5/30/18

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: JONESWARNER.COM

Grantor: Jeffrey R. Wentworth, Trustee  
Property Address: 3630 Lower Springboro Rd.,  
Waynesville, OH 45068  
Parcel Number: 09-18-400-002 (Pt.)  
Auditor's Account Number: 7615507

**EASEMENT & AGREEMENT  
FOR WATERLINE & APPURTENANCES**

**THIS EASEMENT & AGREEMENT** is entered into on the dates stated below by **JEFFREY R. WENTWORTH AS TRUSTEE OF THE JEFFREY R. WENTWORTH TRUST u/a/d August 16, 1995**, whose tax mailing address is 3630 Lower Springboro Road, Waynesville, OH 45068 (hereinafter "Grantor"), and the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to grant permanent and temporary easements to allow Grantee and its agents to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove waterlines and appurtenances for the Lower Springboro Road Water Improvement Project within the Lower Springboro Water Improvement Area of the Warren County Water District, the necessity of which has been determined by legislation adopted by Grantee, titled Resolution No. 18-0325,



dated March 6, 2018, and other public utility purposes as may be deemed necessary hereafter by Grantor adopting other legislation.

WITNESSETH, that Grantor for and in total consideration of Six Thousand Five Hundred Fifty Dollars (\$ 6,550.00) paid by Grantee (for the permanent and temporary easement rights granted herein and damage to the residue consisting of loss of miscellaneous land improvements, to-wit: Walnut trees), the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements (permanent and temporary) in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof (collectively the "Easement Area" or separately as the "Permanent Easement or Permanent Easement Area" and "Temporary Easement Area or Temporary Easement."

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,
- 2) none.

The Easement Area being granted herein is part of a parcel located in Sec. 18, Town 4, Range 4, Wayne Township, Warren County, Ohio, consisting of 87.06 acres, and being the same premises described in a deed recorded as O.R. Vol. 3485, Page 169 of the Official Records of the Warren County, Ohio Recorder's Office – said easements are located on and effect only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The Permanent Easement, and the Temporary Easements during their term stated hereinafter, shall be subject to the following rights, restrictions, covenants and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, waterlines and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the described Easement Area which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of waterlines and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the Easement Area as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the Easement Area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a right of entry in, on, over, under, through, across and above the Easement Area by its employees or agents, and equipment necessary for

the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the Permanent Easement. However, Grantor shall have the right to use the land within the limits of Permanent Easement Area in a manner not inconsistent with the rights conveyed to the Grantee.

5. The right to cut and grub out certain Walnut trees and dispose of the remains of such trees.

The Permanent Easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity.

The Temporary Easements granted herein shall bind and inure to the benefit of the each party hereto and their respective successors and assigns, until such Temporary Easements terminate upon the earlier of the completion of the Lower Springboro Water Improvement Project, or December 31, 2019.

Grantor shall have the right to repurchase the Permanent Easement rights for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the Permanent Easement rights for repurchase; (iii) a plan, contract, or arrangement is authorized that

commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges receipt of an appraisal of easement rights in compliance with Ohio Rev. Code § 163.04 (C).

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Easement and Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Easement and Agreement in any other state or federal court.

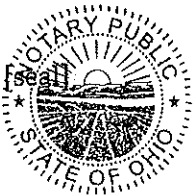
GRANTOR:

IN EXECUTION WHEREOF, Jeffrey R. Wentworth as Trustee of the Jeffrey R. Wentworth Trust u/a/d August 16, 1995, the Grantor herein, has set his hand to this instrument on the date stated below, in accordance with authority to act granted in said Trust as evidenced in an Affidavit on Facts Relating to Title recorded in O.R. Vol. 4105, Page 33 and an Affidavit/Memorandum of Trust recorded in O.R. Vol. 1133, Page 688 and an Affidavit/Amended Memorandum of Trust recorded in O.R. Vol. 3873, Page 602 of the Warren County, Ohio Recorder's Office.

SIGNATURE: *Jeffrey R. Wentworth*  
PRINTED NAME: Jeffrey R. Wentworth  
TITLE: Trustee  
DATE: 10/16/18

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 16<sup>th</sup> day of Oct., 2018, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be JEFFREY R. WENTWORTH AS TRUSTEE OF THE JEFFREY R. WENTWORTH TRUST u/a/d August 16, 1995, whose name is subscribed hereto and he executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his free and voluntary act and deed, and for the uses and purposes in this instrument.



Crystal Coffman  
Notary Public, State of Ohio  
My Commission Expires  
September 17, 2019

Notary Public: *Crystal Coffman*  
My Commission Expires: 9-17-19

CONSENT AND SUBORDINATION OF GRANTORS' LIENHOLDER

LCNB NATIONAL BANK, 2 N. Broadway, Lebanon, OH 45036 (hereinafter "Mortgagee"), for valuable consideration paid, the receipt and sufficiency of which are hereby stipulated, consents to and subordinates the priority of its mortgage from Jeffrey R. Wentworth, Trustee of the Jeffrey R. Wentworth Trust dated the 16<sup>th</sup> day of August, 1995 ("Mortgagor") to the Mortgagee, dated May 3, 2013 and recorded on May 15, 2013 in O.R. Vol. 5826, Page 80 in the Warren County, Ohio Recorder's Office, which is a lien upon the real estate described in the foregoing Easement and Agreement and attached Exhibit "A", in the same manner and with the same effect as though the foregoing Easement had been granted and recorded prior to filing of record of the said mortgage, but without otherwise affecting the lien or priority of the said mortgage.

IN EXECUTION WHEREOF, LCNB NATIONAL BANK has caused its name to be affixed to this instrument on the date stated below by (name) Timothy Sheridan whose title is Sr. Vice President and who is authorized to act on its behalf.

SIGNATURE: Timothy Sheridan, Sr. VP

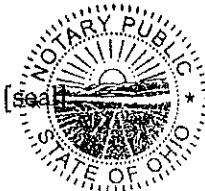
PRINTED NAME: Timothy J. Sheridan

TITLE: Senior Vice President

DATE: 10-16-18

STATE OF Ohio, COUNTY OF Warren, ss.

BE IT REMEMBERED, on this 16th day of Oct., 2018, before me, the subscriber, a Notary Public in and for said state, personally came (name) Timothy J. Sheridan (title) Sr. Vice President of LCNB NATIONAL BANK, and pursuant to the authority granted to him/her to act on its behalf, and while acting in his/her official capacity, did acknowledge the signing thereof to be his/her voluntary act and deed.



Crystal Coffman  
Notary Public, State of Ohio  
My Commission Expires  
September 17, 2019

Crystal Coffman  
Notary Public  
My Commission expires: 9-17-19

GRANTEE:

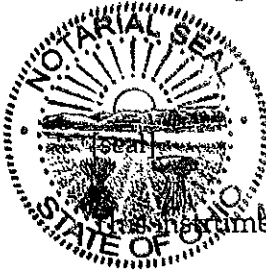
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann its President or Vice-President, on the date stated below, pursuant to Resolution Number 18-1789, dated 11/20/18.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

Signature: [Signature]  
Printed Name: Tom Grossmann  
Title: President  
Date: 11/20/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 20 day of November, ~~2017~~ <sup>2018</sup>, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be Tom Grossmann whose title is President or Vice-President of the Warren County Board of County Commissioners, and pursuant to the authority granted to him to act on its behalf pursuant to Board Resolution Number 18-1789, dated 11/20/18, and while acting in his official capacity, did acknowledge the signing thereof to be his voluntary act and deed.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Signature]  
My Commission Expires: 12/26/2022

DAVID FORNSHELL  
PROSECUTING ATTORNEY,  
WARREN COUNTY, OHIO

[Signature]  
By: Bruce A. McGary, Asst. Prosecutor  
Date: 11/20/18

## EXHIBIT "A"

### Water Line Easement

Situated in the County of Warren, in the State of Ohio and in the Township of Wayne, and being a part of an 87.06 acre tract of land, as conveyed to Jeffrey R. Wentworth, Trs., by deed as recorded in Official Record Vol. 3485, Pg. 169 of the Official Deed Records of Warren County, Ohio.

Commencing from a found mag-nail located at the southeast corner of Section 18 in the center of East Lower Springboro Rd., thence along the south line of Section 18 and the centerline of East Lower Springboro Rd. N 80°30'23" W a distance of 1,264.68 feet to a point, thence continuing along the south line of Section 18 and said centerline N 80°26'48" W distance of 421.84 feet to a point, said point being located at the southeast corner of said 87.06 acre tract, thence leaving the south line of Section 18 and said centerline and along the east line of said 87.06 acre tract N 32°12'24" E a distance of 164.82, passing the north Right-of-Way line of East Lower Springboro Rd. at 32.51 feet, to the **TRUE POINT OF BEGINNING** of the herein described water line easement;

Thence leaving said east line N 65°05'03" W a distance of 74.58 to a point'

Thence S 61°12'41" W a distance of 163.85 feet to a point;

Thence S 80°17'22" W a distance of 121.88 feet to a point located on said north Right-of-Way line of Lower Springboro Rd;

Thence along said north Right-of-Way line N 80°26'48" W a distance of 465.18 feet to an iron pin found, said pin being located at the intersection of said north Right-of-Way line and the west line of said 87.06 acre tract;

Thence leaving said north Right-of-Way line and along said west line N 09°38'27" E a distance of 35.00 feet to a point;

Thence leaving said west line S 80°26'48" E a distance of 122.68 feet to a point;

Thence S 75°58'08" E a distance of 147.21 feet to a point;

Thence S 84°55'29" E a distance of 147.21 feet to a point;

Thence S 80°26'48" E a distance of 88.45 feet to a point;

Thence N 80°17'22" E a distance of 69.66 feet to a point;



Thence N 61°12'41" E a distance of 170.62 feet to a point;

Thence S 65°05'03" E a distance of 87.26 feet to a point, said point being located on the east line of said 87.06 acre tract;

Thence along said east line S 32°12'24" W a distance of 20.16 feet and returning to the **POINT OF BEGINNING**, containing 0.5088 acres, more or less, subject to all easement, restrictions, conditions and legal highways of record pertaining to the parent tract.

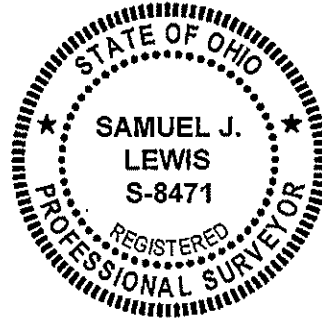
This description is based on a field survey made in September 2017 and is **further shown on attached Exhibit "B"**.

The above described water main easement and temporary construction easement is wholly contained within Warren County, Ohio Parcel Identification Number: 09-18-400-002 and is outside of the present road right-of-way.

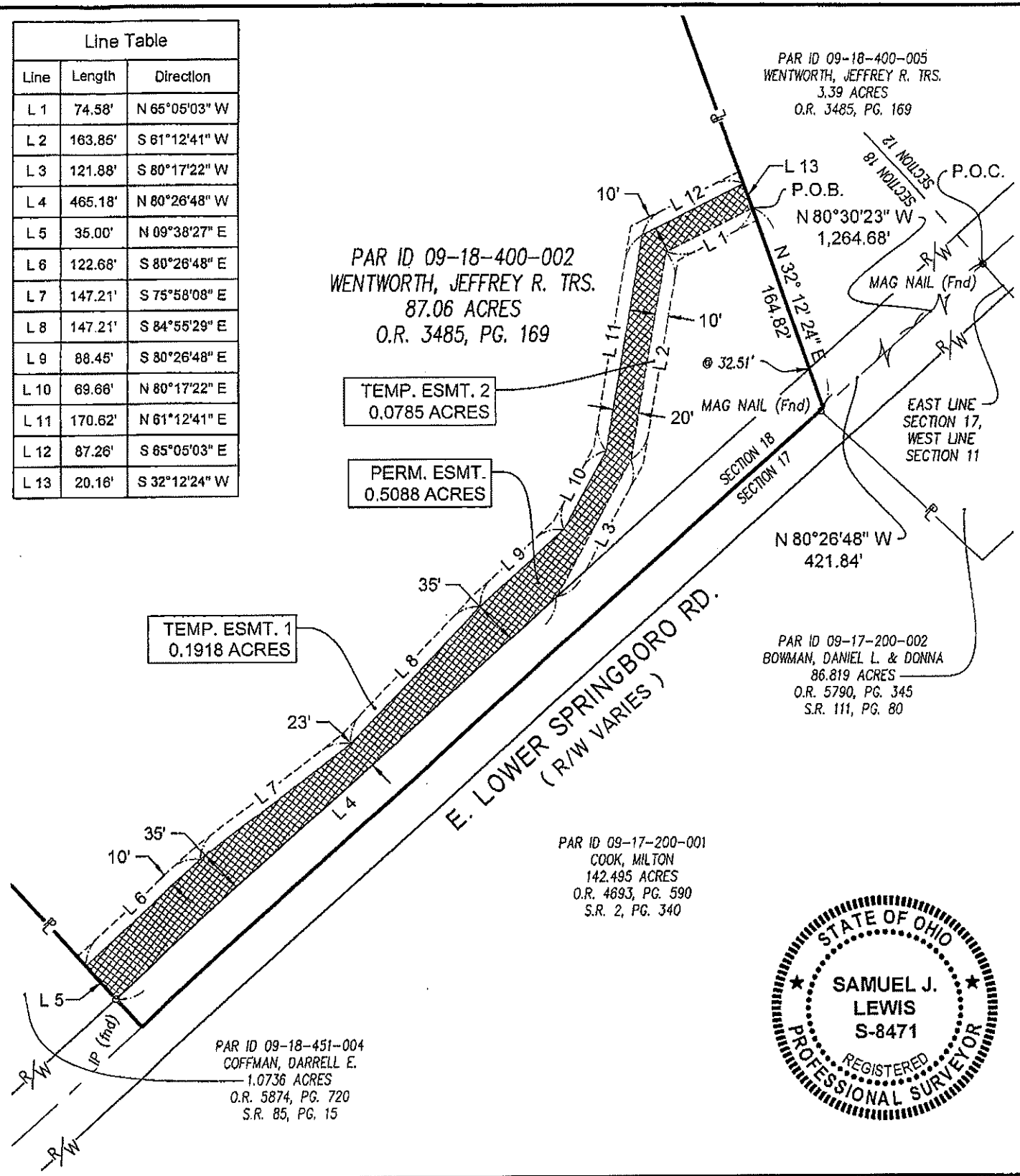
The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

**JONES WARNER CONSULTANTS, INC.**

\_\_\_\_\_  
Samuel J. Lewis  
Ohio Registered Land Surveyor No. 8471



Line Table		
Line	Length	Direction
L 1	74.58'	N 65°05'03" W
L 2	163.85'	S 61°12'41" W
L 3	121.88'	S 80°17'22" W
L 4	465.18'	N 80°26'48" W
L 5	35.00'	N 09°38'27" E
L 6	122.68'	S 80°26'48" E
L 7	147.21'	S 75°58'08" E
L 8	147.21'	S 84°55'29" E
L 9	88.45'	S 80°26'48" E
L 10	69.66'	N 80°17'22" E
L 11	170.62'	N 61°12'41" E
L 12	87.26'	S 85°05'03" E
L 13	20.16'	S 32°12'24" W



PAR ID 09-18-400-005  
 WENTWORTH, JEFFREY R. TRS.  
 3.39 ACRES  
 O.R. 3485, PG. 169

PAR ID 09-18-400-002  
 WENTWORTH, JEFFREY R. TRS.  
 87.06 ACRES  
 O.R. 3485, PG. 169

TEMP. ESMT. 2  
 0.0785 ACRES

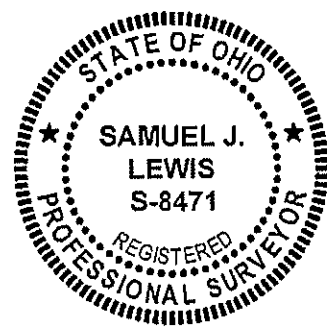
PERM. ESMT.  
 0.5088 ACRES

TEMP. ESMT. 1  
 0.1918 ACRES

PAR ID 09-17-200-002  
 BOWMAN, DANIEL L. & DONNA  
 86.819 ACRES  
 O.R. 5790, PG. 345  
 S.R. 111, PG. 80

PAR ID 09-17-200-001  
 COOK, MILTON  
 142.495 ACRES  
 O.R. 4693, PG. 590  
 S.R. 2, PG. 340

PAR ID 09-18-451-004  
 COFFMAN, DARRELL E.  
 1.0736 ACRES  
 O.R. 5874, PG. 720  
 S.R. 85, PG. 15



PROPOSED WATER LINE EASEMENT WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  PID: 09-18-400-002 - WENTWORTH, JEFFREY R., TRS. 3630 LOWER SPRINGBORO RD., WAYNESVILLE, OHIO 45068	SCALE: 1" = 100'	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEERS 8401 CLAUDE THOMAS ROAD, SUITE 51 FRANKLIN, OHIO 45005 PH: 937-704-9868 FAX: 937-704-9949 EMAIL: jwci@joneswarner.com VISIT US AT: JONESWARNER.COM
	DATE: 5/29/18	

# Resolution

Number 18-1790

Adopted Date November 20, 2018

## WAIVE SEWER CONNECTION FEES FOR THE WAYNE LOCAL SCHOOL DISTRICT BUS MAINTENANCE FACILITY

WHEREAS, Wayne Local School District is constructing a bus maintenance facility at 659 Dayton Road, Waynesville, OH 45068; and

WHEREAS, the aforementioned facility will receive sewer service from the Warren County Sewer Department through the installation of a sanitary sewer lateral by a private contractor; and

WHEREAS, the Wayne Local School District has requested the waiver of sewer connection fees; and

WHEREAS, it is the desire of this Board to waive the aforementioned fees for the planned improvements; and

### NOW THEREFORE BE IT RESOLVED:

1. That the sewer connection charges at the Wayne Local School District Bus Maintenance Facility are hereby waived:
2. That the following fees shall be applicable to Wayne Local School District:

Sewer Inspection Fee	\$80
----------------------	------
3. That the Wayne Local School District shall be responsible for all costs associated with the construction of sewer service from the County's existing sewer main to the proposed facilities.
4. That all work must be inspected by a representative of the Warren County Water and Sewer Department.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Wayne Local Schools (file)

# Resolution

Number 18-1791

Adopted Date November 20, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH  
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND  
FAMILY SERVICES CHILDREN SERVICES DIVISION

BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED]  
[REDACTED] on behalf of Ohio Department of Job & Family Services Children Services  
Division. Copy of agreements attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon  
call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]  
Children Services (file)

# Resolution

Number 18-1792

Adopted Date November 20, 2018

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on #11/15/2018 001, #11/15/2018 002, #11/15/2018 003, #11/15/2018 004, #11/15/2018 005, #11/15/2018 006, #11/15/2018 007, #11/15/2018 008, #11/20/2018 001, #11/20/2018 002, #11/20/2018 003, #11/20/2018 004, #11/20/2018 005, and #11/20/2018 006; said batches are attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.


BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc:

Auditor 

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1793

Adopted Date November 20, 2018

## APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Refunds file

# Resolution

Number 18-1794

Adopted Date November 20, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HT CROSSING, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUNTERS CROSSING SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

## SECURITY AGREEMENT

Bond Number	:	18-019 (W/S)
Development	:	Hunters Crossing
Developer	:	HT Crossing LLC
Township	:	Clearcreek
Performance Amount	:	\$386,263.80
Surety Company	:	People's Bank (Letter of Credit No. 1061)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: HT Crossing, LLC; 7620 Paragon Rd; Dayton, OH 45459  
People's Bank; 48 N. South Street; Wilmington, OH 45177  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

18-019(4/6)

This Agreement made and concluded at Lebanon, Ohio, by and between HT Crossing, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and People's Bank (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hunters Crossing Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in Clear Creek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is 297,126.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 297,126.00; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of 386,263.80 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.



2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 29,712.60 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

HT Crossing, LLC  
7620 Paragon Rd.  
Dayton, OH 45459  
Attn: Chad Ellis  
Ph. (937) 436 - 5258

D. To the Surety:

Peoples Bank

48 N. South St.

Wilmington, OH 45177

ATTN: Commercial Loan Dept.

Ph. (937) 283 - 3176

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (CHECK # \_\_\_\_\_)

**Original Letter of Credit** (attached) (LETTER OF CREDIT # 1061)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

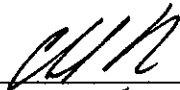
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
  
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

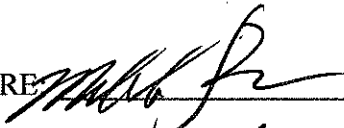
**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE:   
HT CROSSING LLC  
 PRINTED NAME: BY: Chad Ellis  
 TITLE: OWNER / DEVELOPER  
 DATE: 10-14-18

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE:   
 PRINTED NAME: Michael S. Flanigan  
 TITLE: Vice President  
 DATE: 11-16-18

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-1794, dated 11/20/2018

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 11/20/2018

RECOMMENDED BY:

By: [Signature]  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



Working Together. Building Success.

November 13, 2018

To the Beneficiary:  
Board of Warren County Commissioners  
Warren County Engineer's  
Warren County Administrator  
406 Justice Drive  
Lebanon, Ohio 45036

Irrevocable Letter of Credit # 1061

Dear Sir:

We hereby establish our Irrevocable Standby Letter of Credit No. # 1061 in your favor for the account of HT Crossing, LLC, for improvements in Hunters Crossing, Section/Phase #1, Water and/or Sanitary Sewer, Warren County, Ohio up to an aggregate amount of Three Hundred Eighty Six Thousand Two Hundred sixty three dollars and 80 /100 United States Dollars (\$386,263.80 ) available by your draft(s) at sight drawn on People Bank, Marietta, Ohio.

Drafts to be accompanied by the following document(s):

1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that HT Crossing LLC has defaulted in the performance of installation and maintenance of improvements within Hunters Crossing Section 1, in accordance with the Security Agreement for Water and/or Sanitary Sewer.

2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under Peoples Bank, Standby Letter of Credit No. 1061.

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Peoples Bank 138 Putnam Street Marietta, Ohio 45750 Attn: Commercial Loan Department, not later than the expiration date November 13, 2019, or any future expiration date.

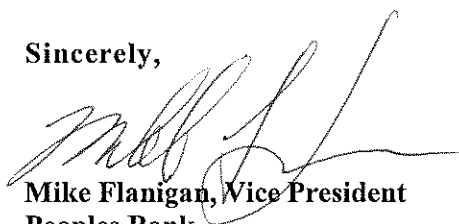
It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify

Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

"The Security Agreement reference by this letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten".

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Flanigan', with a stylized flourish extending to the right.

Mike Flanigan, Vice President  
Peoples Bank



# Resolution

Number 18-1795

Adopted Date November 20, 2018

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH HT CROSSING, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUNTERS CROSSING, SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	18-019 (P)
Development	:	Hunters Crossing
Developer	:	HT Crossing, LLC
Township	:	Clearcreek
Amount	:	\$103,793.56
Surety Company	:	Peoples Bank (Letter of Credit #1062)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES**

Security Agreement No.

18-019 (P)

This Agreement made and concluded at Lebanon, Ohio, by and between HT Crossing, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Peoples Bank (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hunters Crossing Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in Clear Creek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is 371,851.56, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 79,841.20; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of 103,793.56 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 74,370.31 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

HT Crossing, LLC  
71620 Paragon Rd.  
Dayton, OH 45459  
ATTN: Chad Ellis  
Ph. (937) 436 - 5258

D. To the Surety:

Peoples Bank  
48 N. Sixth St.  
Wilmington, OH 45177  
Attn: Commercial Loan Dept.  
Ph. (937) 283 - 3176

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

Original Letter of Credit (attached) (LETTER OF CREDIT # 1062)

Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).

Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

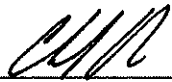
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: HT CROSSING LLC  
BY: CHAD ELLIS

TITLE: OWNER / DEVELOPER

DATE: 10-14-18

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Michael S. Flaugin

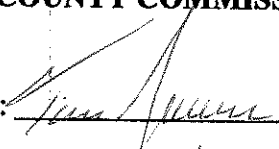
TITLE: Vice President

DATE: 11-16-2018

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-1795, dated 11/20/2018.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

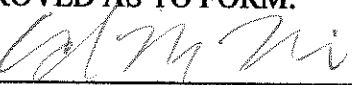
TITLE: President

DATE: 11/20/2018

**RECOMMENDED BY:**

By:   
**COUNTY ENGINEER**

**APPROVED AS TO FORM:**

By:   
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township





Working Together. Building Success.

November 13, 2018

**To the Beneficiary:**  
**Board of Warren County Commissioners**  
**Warren County Engineer's**  
**Warren County Administrator**  
**406 Justice Drive**  
**Lebanon, Ohio 45036**

**Irrevocable Letter of Credit # 1062**

**Dear Sir:**

**We hereby establish our Irrevocable Standby Letter of Credit No. # 1062 in your favor for the account of HT Crossing, LLC, for improvements in Hunters Crossing, Section/Phase #1, Streets & Appurtenances, Warren County, Ohio up to an aggregate amount of One hundred three thousand seven hundred ninety three dollars and 56 /100 United States Dollars (\$103,793.56 ) available by your draft(s) at sight drawn on People Bank, Marietta, Ohio.**

**Drafts to be accompanied by the following document(s):**

**1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that HT Crossing LLC has defaulted in the performance of installation and maintenance of improvements within Hunters Crossing Section 1, in accordance with the Security Agreement for Streets and Appurtenances.**

**2) Original Letter of Credit and any amendments:**

**Draft(s) must be marked "Drawn under Peoples Bank, Standby Letter of Credit No. 1062.**

**We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Peoples Bank 138 Putnam Street Marietta, Ohio 45750 Attn: Commercial Loan Department, , not later than the expiration date November 13, 2019, or any future expiration date.**

**It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify**

the Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

"The Security Agreement reference by this letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten".

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Flanigan", with a large, sweeping flourish extending to the right.

Mike Flanigan, Vice President  
Peoples Bank

# Resolution

Number 18-1796

Adopted Date November 20, 2018

## APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Hunters Crossing – Clearcreek Township

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 18-1797

Adopted Date November 20, 2018

APPROVE CASH ADVANCE FROM GENERAL FUND #101 INTO COMMUNITY  
DEVELOPMENT BLOCK GRANT FUND #265

BE IT RESOLVED, to approve the following cash advance:

\$135,000.00 from #101-5555-666 (GF-Cash Out)  
into #265-2520-5555-555 (CDBG – Cash In)

BE IT FURTHER RESOLVED, that said cash advance shall be repaid upon the receipt of  
reimbursement from HUD.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon  
call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea


Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor   
Cash Advance file  
OGA (file)





*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1799

Adopted Date November 20, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND 101-1150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00      from #101-1150- 400      (Purchased Services)  
                 into #101-1150-850      (Training - Education)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

CSM/

cc: Auditor   
Appropriation Adjustment file  
Prosecutor (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 18-1800

Adopted Date November 20, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMON PLEAS COURT FUND  
#101-1222 INTO #101-1220 AND #101-1221

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 4,000.00	from #101-1222-102	(Regular Salaries)
	into #101-1220-850	(Training - Education)
\$ 3,000.00	from #101-1222-102	(Regular Salaries)
	into #101-1220-910	(Other Expense)
\$10,000.00	from #101-1222-102	(Regular Salaries)
	into #101-1221-400	(Purchase Services)

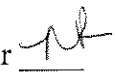
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas Court (file)



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 18-1801

Adopted Date November 20, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMON PLEAS COURT FUNDS  
#101-1223 AND #101-1224 INTO #101-1221

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 20,000.00 from #101-1223-102 (Regular Salaries)  
into #101-1221-415 (Attorneys – Indigent)

\$ 10,000.00 from #101-1224-102 (Regular Salaries)  
into #101-1221-415 (Attorneys – Indigent)


Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas Court (file)

# Resolution

Number 18-1802

Adopted Date November 20, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE COURT FUND #101-1240

BE IT RESOLVED, to approve the following appropriation adjustments:

\$6,000.00	from #101-1240-820	(Health Insurance)
	into #101-1240-102	(Regular Salaries)
\$1,000.00	from #101-1240-820	(Health Insurance)
	into #101-1240-811	(PERS)
\$ 150.00	from #101-1240-820	(Health Insurance)
	into #101-1240-871	(Medicare)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 18-1803

Adopted Date November 20, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #270

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,200.00	from	#270-1240-400	(Purchase Services)
	into	#270-1240-430	(Utilities)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 18-1804

Adopted Date November 20, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #101-2200

BE IT RESOLVED, to approve the following appropriation adjustments:

\$22,000.00            from #101-2200-811            (PERS)  
                              into #101-2200-320            (Capital Purchases)

\$30,000.00            from #101-2200-811            (PERS)  
                              into #101-2200-317            (Non Capital Purchases)


Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff's Office (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1805

Adopted Date November 20, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #101-2810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00      from    #101-2810-210      (Material & Supplies)  
                         into    #101-2810-400      (Purchased Services)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea


Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

Auditor   
Appropriation Adj. file  
Telecom (file)

# Resolution

Number 18-1806

Adopted Date November 20, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES / EMA  
FUND #264

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,500.00	from	#264-2800-400	(Purchased Services)
	into	#264-2800-317	(Non Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Emergency Services (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 18-1807

Adopted Date November 20, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION  
FUND #265

BE IT RESOLVED, in order process vouchers, it is necessary to approve the following  
appropriation adjustment:

\$260.99      from #265-3410-400 (Purchased Services)  
                 into #265-3410-317 (Non Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon  
call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor NR  
Appropriation Adj. file  
OGA (file)

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 18-1808

Adopted Date November 20, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BUILDING AND ZONING  
DEPARTMENT FUND #101-2300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,400.00	from	#101-2300-830	(Workers Comp)
	into	#101-2300-317	(Non Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor NR  
Appropriation Adj. file  
Building/Zoning (file)



# Resolution

Number 18-1809

Adopted Date November 20, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURT'S  
CERTIFICATE OF TITLE ADMINISTRATION FUND #250

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 800.00      from #250-1260-114      (Overtime Pay)  
                 into #250-1260-317      (Non Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor nk  
Appropriation Adj. file  
Clerk of Courts (file)

# Resolution

Number 18-1810

Adopted Date November 20, 2018

## ENTER INTO CONSERVATION EASEMENT AGREEMENT WITH THE LITTLE MIAMI CONSERVANCY

WHEREAS, on March 6, 2018 the Board of County Commissioners of Warren County, Ohio adopted Resolution 18-0325 determining the necessity for the appropriation of property for the construction of the Lower Springboro Road Water Improvement Project; and

WHEREAS, the County agrees to provide a Conservation Easement over a portion of the parcel occupied by the Waynesville Regional Wastewater Treatment Plant as compensation in lieu of financial payment for a permanent and temporary construction easement on property owned by the Little Miami Conservancy (Parcel Number 09-05-127-003) for the purpose of constructing water main improvements under the Little Miami River; and,

NOW THEREFORE BE IT RESOLVED, to enter into a Conservation Easement with the Little Miami Conservancy for a portion of the parcel occupied by the Waynesville Regional Wastewater Treatment Plant. Copy of said agreement is attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Little Miami Conservancy  
Easement file  
Water/Sewer (file)  
Recorder (certified)

## CONSERVATION EASEMENT

This Conservation Easement (the "Conservation Easement") is granted this 20 day of November, 2018, by and between the Warren County Board of County Commissioners, a County government and political subdivision of the State of Ohio, Grantor, and Little Miami Conservancy, an Ohio corporation for non-profit, Grantee.

WHEREAS, said Grantor is the owner in fee of certain real property located in Warren County, Ohio, and more particularly described on the attached Exhibit A (the "Easement Property") which Little Miami Conservancy has determined to be of importance to the environmental protection of the Little Miami Wild & Scenic River and its environs.

WHEREAS, said Grantor is providing this Conservation Easement as compensation in lieu of financial payment for a permanent and temporary construction easement on property owned by the Grantor (Parcel Number 09-05-127-003) for the purpose of constructing water main improvements under the Little Miami River; and,

NOW, THEREFORE, and in consideration of ONE DOLLAR (\$1.00) the Grantor, on behalf of itself, and its successors and assigns, does hereby grant and convey, in perpetuity, unto Little Miami Conservancy, its successors and assigns, a conservation easement in the Easement Property of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon said Easement Property, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of Easement Property, and to that end and for the purpose of accomplishing the intent of the parties hereto, said Grantor covenants on behalf of itself, and its successors and assigns, with Little Miami Conservancy, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Easement Property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, upon the Easement Property is and will be for the benefit of the State of Ohio.

The restrictions hereby imposed upon the use of the Easement Property, and the acts which said Grantor so covenants to do and refrain from doing upon the Easement Property in connection therewith are and shall be as follows:

1. The Easement Property herein described shall be kept in its natural state. As herein used, the term "natural state" is intended to mean that no buildings, billboards or other above ground structures of any kind, either temporary or permanent shall be placed or erected on the Easement Property, unless otherwise expressly provided hereunder.
2. There shall be no fillings, excavating, removal of top soil, sand, gravel, rock, minerals or other materials nor any building of roads or change in the topography of the Easement Property in any manner, other than that caused by the forces of nature or as reserved hereafter.
3. There shall be no spraying with herbicides or pesticides on the Easement Property.
4. No power transmission lines may be erected, nor shall any interests in the Easement Property be granted for this purpose. The Grantor reserves the right to maintain and repair existing

telephone, electric, water wells, or other utility lines or mains on the Easement Property needed to provide for the needs of the Grantor, and its successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area used for such maintenance and repair shall be restored to its previous state or as near as practical thereto. Except as provided in this paragraph, no cables, wires, power lines, rope lines, zip lines, bridges, or any other structure on or above this conservation easement.

5. No trees, ground cover, or other vegetation shall be removed, mowed, or trimmed except for invasive species (honeysuckle, garlic mustard, etc) and as reserved hereafter or unless Grantor is required to comply with an order, adjudication, or decision of any local, state, federal governmental agency or a court of law .

6. The lands shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon, except Grantor shall have no duty to remove garbage, trash, etc. unlawfully deposited on the premises by persons acting without the Grantor's consent.

7. No agricultural use of the Easement Property is permitted. Each and every other activity or construction, unless otherwise permitted herein, which might endanger the natural or scenic state of the Easement Property is forbidden.

8. Little Miami Conservancy is granted the right to periodically inspect Easement Property for violations of the Easement Property. A Little Miami Conservancy authorized representative may enter upon said lands for the purpose of inspection.

9. Little Miami Conservancy is granted the right to post or clearly mark the boundaries of said Easement Property.

10. Little Miami Conservancy is granted the right to plant trees, establish wetlands and conduct other activities which, improves wildlife habitat upon the Easement Property.

11. Grantor shall permit Little Miami Conservancy and its authorized agents to access the Easement Property through any other property owned by Grantor, along a route mutually agreeable to Grantor and Little Miami Conservancy for purposes of inspecting and managing the Easement Property according to the terms of this Conservation Easement.

12. Little Miami Conservancy or its authorized agents shall, for identification, notify Grantor prior to or upon arrival at the property of their accessing the Property pursuant to any of the access rights granted in this Agreement.

13. Grantor shall permit Little Miami Conservancy and its authorized agents, access for the purpose of observing wildlife on the Easement Property.

14. Grantor agrees that the Easement Property shall not be subdivided.

15. The Easement set forth herein is perpetual in term and is appurtenant to and runs with the land of the property burdened thereby.

16. Remedies. In the event that Grantee becomes aware of a violation of the terms of this Easement, Grantee shall give notice to the Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition. Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to enforce by proceedings at law or in equity the provisions of this Easement including, but not limited to, the right to require the restoration of the Protected Property to its condition at the date of this Easement, subject to the reserved rights of the Grantor set forth herein. Grantee, or its successors or assigns, shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of this Easement by any prior failure to act. If Grantee, in its sole discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Property, Grantee may pursue its remedies under this Section without prior notice to the Grantor or without waiting for the period for cure to expire. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceeding against the Grantor for any changes to the Easement Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, infestations, natural deterioration, the acts of third parties legally authorized to act by recorded document or other legally established rights or the unauthorized wrongful acts of third persons; provided, however, that the Grantor shall notify Grantee of any occurrence which would adversely affect or interfere with the conservation purpose of the occurrence which would adversely affect or interfere with the conservation purpose of the Easement, whether caused by the acts or omissions of the Grantor or third parties. Grantee shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Easement Property, and the Grantor waives any bond requirement otherwise applicable to any petition for such relief. Grantee shall have the right to report to regulatory authorities any environmental conditions or any potential or actual violations or environmental laws, including noxious weed laws, with respect to the Easement Property.

17. The Conservation Easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantor which are expressly reserved hereunder.

a. The Grantor shall be allowed to install, operate, repair, and maintain existing and new underground water, sewer, utility lines, wells/valve vaults, outfall structures, and access drives in this area for the purpose of the existing and future operation of the wastewater treatment facility. To the practical extent possible the existing natural state of the property shall remain unchanged. All proposed improvements shall be reviewed by the Grantee prior to construction.

b. The Grantor retains all legal rights to control unauthorized access to the Easement Property by all persons or parties.

TO HAVE AND TO HOLD unto Little Miami Conservancy and its assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the Grantor, and its successors and assigns, and each of them, and shall constitute a servitude upon the above-described lands and said Grantor believes that the title to the land above-described is CLEAR, FREE, and UNENCUMBERED, and that it will DEFEND the same against all lawful claims of all persons whomsoever.

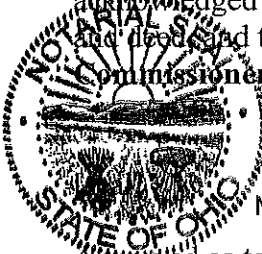
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused the foregoing instrument to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution Number 18-1810, dated 11/20/18.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
NAME: Tom Grossmann  
TITLE: President  
DATE: 11/20/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 20 day of November, 2018, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Tom Grossmann, President or Vice-President of the **Warren County Board of County Commissioners**, whose name is subscribed hereto, and acknowledged the signing and execution of the foregoing instrument is his free and voluntary act and deed, and the free and voluntary act and deed of the **Warren County Board of County Commissioners** pursuant to its official Resolution.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

NOTARY PUBLIC: [Signature]  
MY COMMISSION EXPIRES: 12/26/2022

Approved as to form by:  
[Signature]  
Bruce A. McGary, Asst. Prosecutor  
Date: 11/13/18

This instrument was prepared by:  
  
Little Miami Conservancy  
209 Railroad Ave.  
Loveland, OH 45140

## EXHIBIT "A"

### Conservation Easement

Situate in the County of Warren, in the State of Ohio and in the Village of Waynesville and being a part of a 11.077 acre tract of land as conveyed to the Warren County Board of County Commissioners by deed as recorded in Deed: 2016-000098 of the Official Deed Records of Warren County, Ohio.

Commencing for reference at the intersection of the centerlines of U.S. Route 42 and State Route 73; thence S 16°26'20" W a distance of 154.95 feet to an iron pin, said iron pin being in the easterly Right-of-Way line of U.S. Route 42, thence leaving said Right-of-Way line and along an easterly line of said 11.077 acre tract S 15°58'10" E a distance of 361.07 feet to a point located on the northerly bank of the Little Miami River; thence along the southerly lines of said 11.077 acre tract and said northerly bank along the following three (3) courses:

1. S 56°07'54" W a distance of 114.79 feet to a point;
2. S 73°26'22" W a distance of 281.50 feet to a point;
3. S 53°24'44" W a distance of 123.56 feet to a point, said point being the **TRUE POINT OF BEGINNING** of the herein described conservation easement;

Thence continuing along said southerly line and said northerly bank along the following ten (10) courses:

4. S 36° 31' 06" W for a distance of 104.82 feet to a point;
5. S 45° 56' 29" W for a distance of 64.74 feet to a point;
6. S 30° 21' 52" W for a distance of 81.93 feet to a point;
7. S 22° 38' 52" W for a distance of 77.54 feet to a point;
8. S 11° 44' 06" W for a distance of 96.20 feet to a point;
9. S 05° 18' 59" E for a distance of 77.60 feet to a point;
10. S 09° 36' 54" W for a distance of 263.73 feet to a point;
11. S 19° 44' 58" W for a distance of 107.37 feet to a point;
12. S 38° 00' 01" W for a distance of 156.16 feet to a point;

13. S 48° 05' 01" W for a distance of 130.44 feet to a point located at the southwest corner of said 11.077 acre tract;

Thence leaving said southerly line and along the westerly line of said 11.077 acre tract N 00° 56' 56" W for a distance of 512.24 feet to a point;

Thence leaving said westerly line and along the following three (3) courses:

14. N 39° 34' 44" E for a distance of 365.28 feet to a point;

15. N 38° 30' 27" E a distance of 321.34 feet to a point;

16. S 53° 28' 54" E for a distance of 51.97 feet and returning to the **POINT OF BEGINNING**, containing 3.6458 acres, more or less, subject to all easements, restrictions, conditions and legal highways of record pertaining to the parent tract.

This description is **NOT** based on a new field survey, it is described based on the existing survey of record filed in Volume 142, Plat No. 52 in the Warren County Engineer's Record of Land Division and is **further shown on attached Exhibit "B"**.

The above described easement is wholly contained within Warren County, Ohio Parcel Identification Number: 09-06-300-029 and is outside of the present road right-of-way.

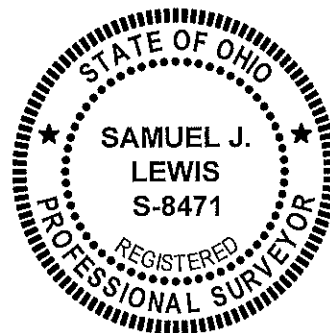
The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

JONES WARNER CONSULTANTS, INC.



Samuel J. Lewis

Ohio Registered Land Surveyor No. 8471





# EXHIBIT "B"

(THIS IS NOT A BOUNDARY SURVEY)

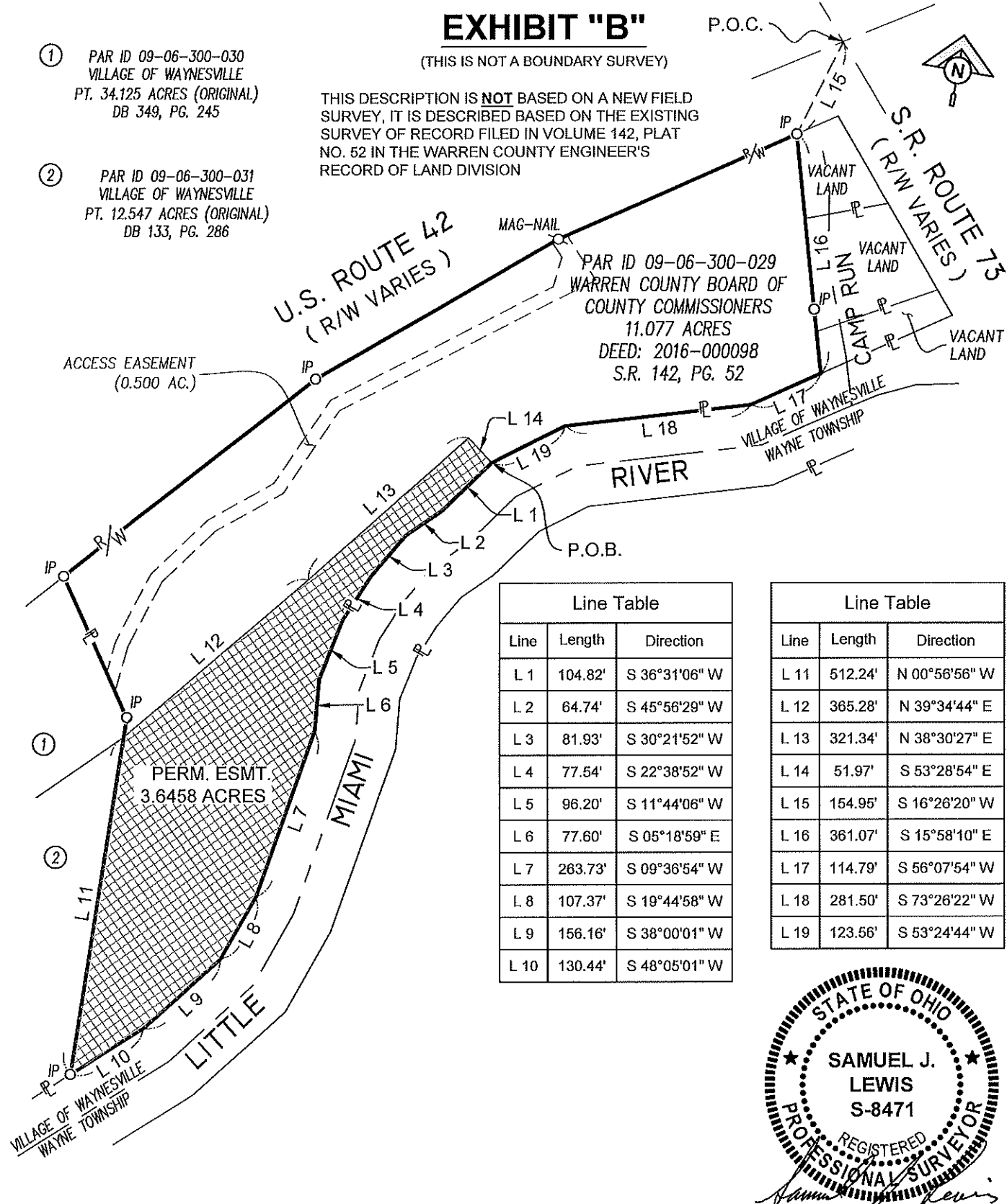
THIS DESCRIPTION IS **NOT** BASED ON A NEW FIELD SURVEY, IT IS DESCRIBED BASED ON THE EXISTING SURVEY OF RECORD FILED IN VOLUME 142, PLAT NO. 52 IN THE WARREN COUNTY ENGINEER'S RECORD OF LAND DIVISION

① PAR ID 09-06-300-030  
VILLAGE OF WAYNESVILLE  
PT. 34.125 ACRES (ORIGINAL)  
DB 349, PG. 245

② PAR ID 09-06-300-031  
VILLAGE OF WAYNESVILLE  
PT. 12.547 ACRES (ORIGINAL)  
DB 133, PG. 286

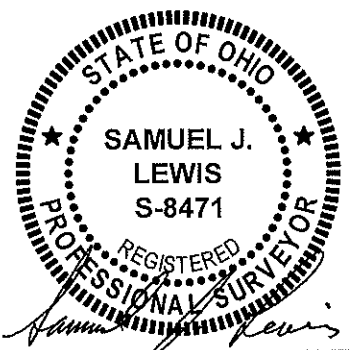
PAR ID 09-06-300-029  
WARREN COUNTY BOARD OF  
COUNTY COMMISSIONERS  
11.077 ACRES  
DEED: 2016-000098  
S.R. 142, PG. 52

PERM. ESMT.  
3.6458 ACRES



Line Table		
Line	Length	Direction
L 1	104.82'	S 36°31'06" W
L 2	64.74'	S 45°56'29" W
L 3	81.93'	S 30°21'52" W
L 4	77.54'	S 22°38'52" W
L 5	96.20'	S 11°44'06" W
L 6	77.60'	S 05°18'59" E
L 7	263.73'	S 09°36'54" W
L 8	107.37'	S 19°44'58" W
L 9	156.16'	S 38°00'01" W
L 10	130.44'	S 48°05'01" W

Line Table		
Line	Length	Direction
L 11	512.24'	N 00°56'56" W
L 12	365.28'	N 39°34'44" E
L 13	321.34'	N 38°30'27" E
L 14	51.97'	S 53°28'54" E
L 15	154.95'	S 16°26'20" W
L 16	361.07'	S 15°58'10" E
L 17	114.79'	S 56°07'54" W
L 18	281.50'	S 73°26'22" W
L 19	123.56'	S 53°24'44" W



CONSERVATION EASEMENT LITTLE MIAMI CONSERVANCY  PID: 09-06-300-029 - WAR. CO. BD. of CO. COMM. WOODED AREA ALONG LITTLE MIAMI RIVER	SCALE: 1" = 200'	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: JONESWARNER.COM
	DATE: 10/22/18	

# Resolution

Number 18-1811

Adopted Date November 20, 2018

## ENTER INTO WATERLINE & APPURTENANCE EASEMENT AGREEMENT FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENTS PROJECT

WHEREAS, on March 6, 2018 the Board of County Commissioners of Warren County, Ohio adopted Resolution 18-0325 determining the necessity for the appropriation of property for the construction of the Lower Springboro Road Water Improvement Project; and

WHEREAS, this Board has deemed it necessary to obtain permanent easements for the construction, operation and maintenance of 18,400 feet of waterline extending from Lower Springboro Road near the intersection of Township Line Road to the Village of Corwin; and

WHEREAS, the Little Miami Conservancy has agreed to grant Warren County an easement across Parcel Number 09-05-127-003 and as compensation for said easement the County agrees to place a Conservation Easement over a portion of the parcel occupied by the Waynesville Regional Wastewater Treatment Plant; and

NOW THEREFORE BE IT RESOLVED, to enter into an Easement Agreement with Little Miami Conservancy for a parcel located along the waterline alignment. Copy of said agreement is attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 20<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Little Miami Conservancy  
Easement file  
Water/Sewer (file)  
Recorder (certified)

Grantor: Little Miami Conservancy  
(fka Little Miami, Inc.), a corporation for non-profit  
Property Address: St. Rt. 42 Waynesville, OH 45068  
Parcel Number: 09-05-127-003 (Pt.)  
Auditor's Account Number: 7628420

**EASEMENT & AGREEMENT  
FOR WATERLINE & APPURTENANCES**

**THIS EASEMENT & AGREEMENT** is entered into on the dates stated below by Little Miami Conservancy (fka **Little Miami, Inc.**), an Ohio corporation for non-profit, whose tax mailing address is 209 Railroad Avenue, Loveland, OH 45140 (hereinafter "Grantor"), and the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to grant permanent and temporary easements to allow Grantee and its agents to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove waterlines and appurtenances for the Lower Springboro Road Water Improvement Project within the Lower Springboro Water Improvement Area of the Warren County Water District, the necessity of which has been determined by legislation adopted by Grantee, titled Resolution No. 18-0325, dated March 6, 2018, and other public utility purposes as may be deemed necessary hereafter by Grantor adopting other legislation.

**WITNESSETH**, that Grantor for and in consideration of one Dollar (\$ 1.00) and other good and valuable consideration received by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements (permanent and temporary) in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof (collectively the "Easement Area" or separately as the "Permanent Easement or Permanent Easement Area" and "Temporary Easement Area or Temporary Easement."

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,
- 2) none.

The Easement Area being granted herein is part of a parcel located in Sec. 5, Town 4, Range 4, in Wayne Township, Warren County, Ohio, consisting of 24.997 acres, and being the same premises described in a deed recorded as O.R. Vol. 1999, Page 71 of the Official Records of the Warren County, Ohio Recorder's Office – said easements are located on and effect only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The Permanent Easement, and the Temporary Easements during their term stated hereinafter, shall be subject to the following rights, restrictions, covenants and conditions:

1. The right of the Grantee, its employees or agents; to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, waterlines and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the described Easement Area which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of waterlines and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the Easement Area as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the Easement Area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a right of entry in, on, over, under, through, across and above the Easement Area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access

shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the Permanent Easement. However, Grantor shall have the right to use the land within the limits of Permanent Easement Area in a manner not inconsistent with the rights conveyed to the Grantee.

5. To the maximum extent possible, Grantor shall install the waterlines described above in the easement area using horizontal directional drilling or jack and bore construction methods and refrain from placing equipment, material and personnel within the Little Miami River and neighboring riparian zone.

The Permanent Easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity.

The Temporary Easements granted herein shall bind and inure to the benefit of the each party hereto and their respective successors and assigns, until such Temporary Easements terminate upon the earlier of the completion of the Lower Springboro Water Improvement Project, or December 31, 2019.

Grantor shall have the right to repurchase the Permanent Easement rights for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the Permanent Easement rights for repurchase; (iii) a plan, contract, or arrangement is authorized that

commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges it has waived receipt of an appraisal of the easement rights granted herein as permissible in Ohio Rev. Code § 163.04 (C) and Grantee's policy memorialized as Resolution No. 15-0377, dated March 10, 2015, due to the value of the easement rights being acquired totaling \$10,000 or less.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Easement and Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Easement and Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, \_\_\_\_\_ whose title is \_\_\_\_\_, of Little Miami, Conservancy, an Ohio corporation for non-profit, the Grantor herein, has set his/her hand to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

**BE IT REMEMBERED**, that on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be \_\_\_\_\_, whose title is \_\_\_\_\_, of Little Miami, Conservancy, an Ohio corporation for non-profit, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed, and for the uses and purposes in this instrument.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal, on the day and year last aforesaid.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[seal]



GRANTEE:

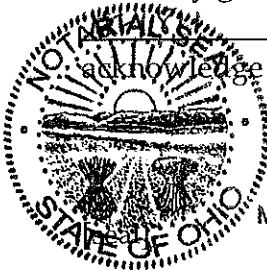
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossman its President or Vice-President, on the date stated below, pursuant to Resolution Number 18-1811, dated 11/20/18.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

Signature: [Signature]  
Printed Name: Tom Grossman  
Title: President  
Date: 11/20/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 20 day of November, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be Tom Grossman whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him to act on its behalf pursuant to Board Resolution Number \_\_\_\_\_, dated 11/20/18, and while acting in his official capacity, did acknowledge the signing ~~thereof~~ to be his voluntary act and deed.



NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Signature]  
My Commission Expires: 12/26/2022

This instrument was prepared by:

DAVID FORNSHELL  
PROSECUTING ATTORNEY,  
WARREN COUNTY, OHIO

[Signature]

By: Bruce A. McGary, Asst. Prosecutor  
Date: 11/13/18

## EXHIBIT "A"

### Water Line Easement

Situated in the County of Warren, in the State of Ohio and in the Township of Wayne, and being a part of a 24.997 acre tract of land, as conveyed to Little Miami Inc., by deed as recorded in O.R. 1999, Pg. 71 of the Official Deed Records of Warren County, Ohio.

Commencing at an iron pin found, said iron pin being located at a corner of said 24.997 acre tract, said iron pin also being located at an easterly corner of a 45.523 acre tract of land conveyed to Clark Farm Enterprise Inc., by deed recorded in Deed 2016-029618; Thence along a westerly line of said 24.997 acre tract S 32°02'10" W a distance of 57.11 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said westerly line S 58°20'31" E a distance of 295.64 feet to a point located on an easterly line of said 24.997 acre tract;

Thence along said easterly line S 36°26'52" W a distance of 20.07 feet to a point;

Thence leaving said easterly line N 58°20'31" W a distance of 294.09 feet to said westerly line;

Thence along said westerly line N 32°02'10" E a distance of 20.00 feet and returning to the **POINT OF BEGINNING**, containing 0.1354 acres, more or less, subject to all easement, restrictions, conditions and legal highways of record pertaining to the parent tract.

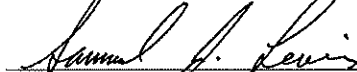
This description is based on a field survey made in September 2017 and is further shown on attached Exhibit "B".

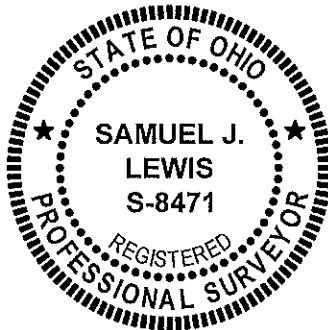
In addition to the above described permanent easement, two (2) temporary easements are provided for the purposes of constructing said water main, shown graphically on attached Exhibit "B". These easements expire one (1) year after completion of said water main construction.

The above described water main easement and temporary construction easement is wholly contained within Warren County, Ohio Parcel Identification Number: 09-05-127-003 and is outside of the present road right-of-way.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

JONES WARNER CONSULTANTS, INC.

  
\_\_\_\_\_  
Samuel J. Lewis  
Ohio Registered Land Surveyor No. 8471



**EXHIBIT "B"**  
(THIS IS NOT A BOUNDARY SURVEY)

NORTH BASED ON  
STATE PLANE  
COORDINATES  
OHIO SOUTH  
ZONE, NAD83

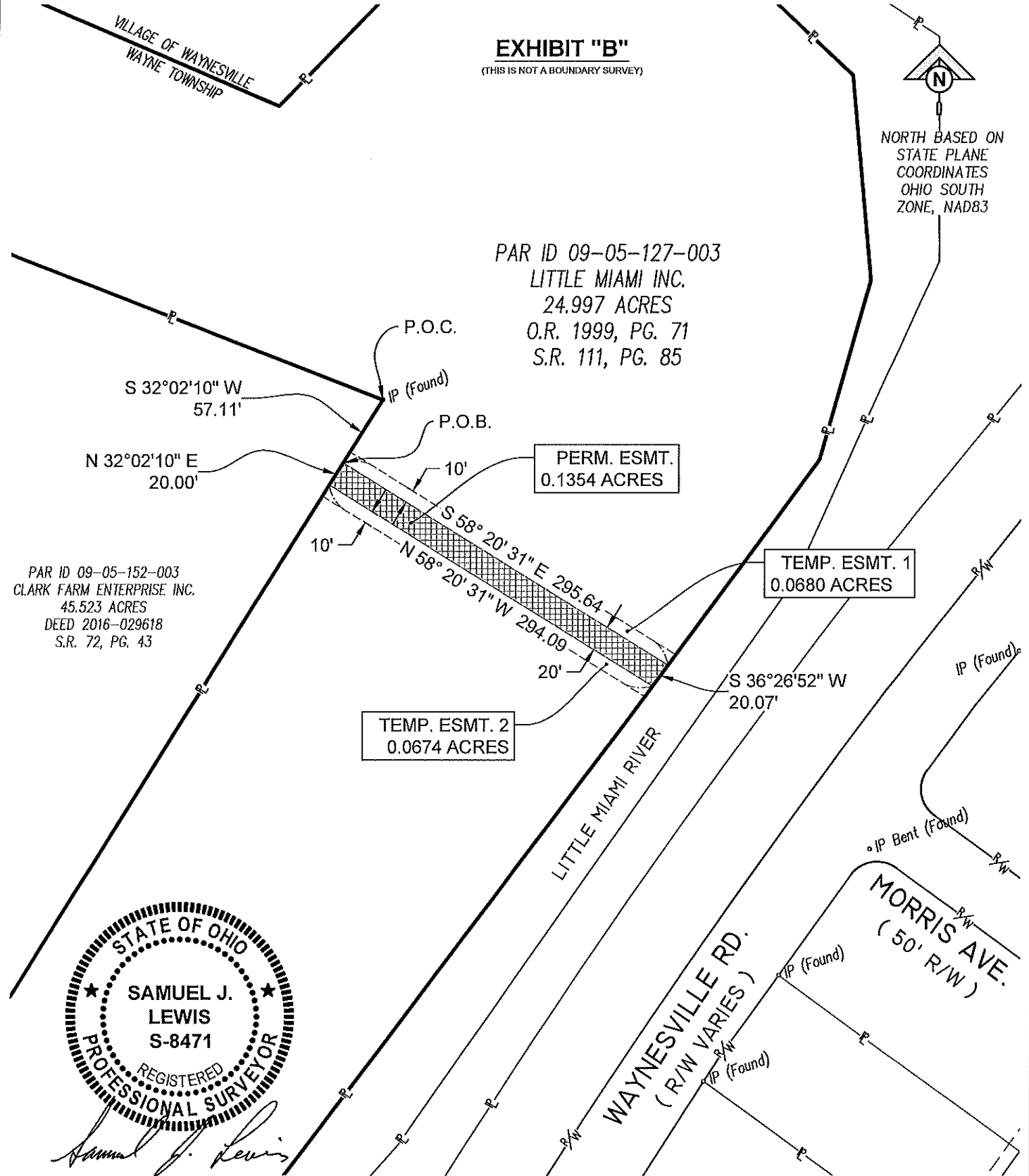
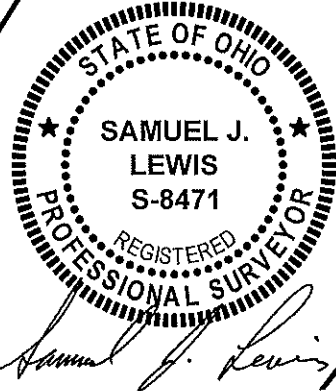
PAR ID 09-05-127-003  
LITTLE MIAMI INC.  
24.997 ACRES  
O.R. 1999, PG. 71  
S.R. 111, PG. 85

PAR ID 09-05-152-003  
CLARK FARM ENTERPRISE INC.  
45.523 ACRES  
DEED 2016-029618  
S.R. 72, PG. 43

PERM. ESMT.  
0.1354 ACRES

TEMP. ESMT. 1  
0.0680 ACRES

TEMP. ESMT. 2  
0.0674 ACRES



PROPOSED WATER LINE EASEMENT  
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

PID: 09-05-127-003 - LITTLE MIAMI INC.  
( VACANT LAND ) STATE ROUTE 42

SCALE:  
1" = 100'

DATE:  
6/6/18

JONES WARNER CONSULTANTS, INC.  
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