

VILLAGE OF YELLOW SPRINGS, OHIO

ORDINANCE 2021-31

ACCEPTING DEDICATION OF MULTIPLE UTILITY EASEMENTS FOR THE DAYTON STREET STORMWATER PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the construction of a stormwater project along Dayton Street properties requires enlargement of an existing utility easement to include permanent stormwater structures, and

WHEREAS, affected property owners have agreed to grant the necessary easements to the Village to complete the project improvements to alleviate stormwater drainage issues as such utility work is deemed an essential service of the Village,

NOW, THEREFORE, THE COUNCIL OF THE VILLAGE OF YELLOW SPRINGS, OHIO DOES HEREBY ORDAIN THAT:

Section 1. The Village hereby accepts the dedication of the easements in substantially similar form to the easement agreement which is attached and incorporated in this Ordinance by reference, but not separately designated as an “Exhibit” as each easement shall become effective upon execution by all parties; while a summary of parcel numbers, property addresses and grantors is incorporated as Exhibit A with surveys as Exhibit B.

Section 2. The Village Manager is authorized to execute such easements and shall cause each easement to be recorded at the Village’s expense with the Greene County Recorder.

Section 3. The Clerk shall submit a summary of this legislation for “Table B” of the Table of Special Ordinances at the next codification update of the Village Code of Ordinances.

Section 4. This Ordinance is declared to be an emergency measure authorized under the Village’s home rule powers necessary for the benefit of the health, safety and welfare of the Village and shall take effect immediately upon approval by Village Council.

Brian Housh, President of Council

Passed: 11-15-2021

Attest: _____
Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh __Y__ Marianne MacQueen __Y__ Kevin Stokes __Y__
Lisa Kreeger __Y__ Laura Curliss __Y__

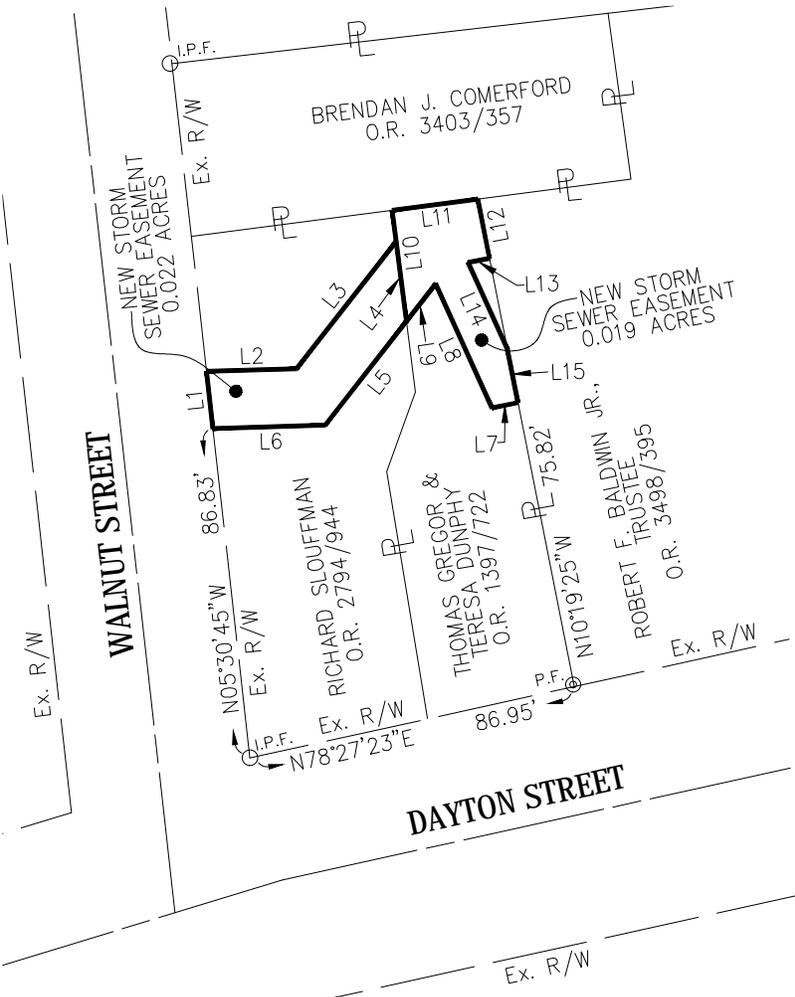
Exhibit A to Ordinance 2021-31– summary of properties

PPN	Address(es)	Grantor(s)
F19000100110022600	146 Dayton St.	RICHARD SLOUFFMAN
F19000100110022700	142 Dayton St.	TTW EQUITY LLC
F19000100110022800	132 Dayton St	ROBERT F. BALDWIN JR., TRUSTEE
F19000100110023400 F19000100110023500 F19000100110030600	128 Dayton St. 126 Dayton St.	ROBERT F. BALDWIN JR., TRUSTEE
F19000100110030900	118 Dayton St.	DON A. BEARD AND CHRISTINE M. BEARD
F19000100110031000	120 Railroad St.	PILOT BOY PRODUCTIONS INC.

Exhibit B is surveys of each easement

EXHIBIT B

BEING AN STORM SEWER EASEMENT
SITUATED IN SECTION 20, T 4, R 8,
VILLAGE OF YELLOW SPRINGS, GREENE COUNTY, OHIO



LINE CHART		
LINE	BEARING	DIST.
L1	N05°30'45"W	15.05'
L2	N89°10'15"E	23.56'
L3	N38°54'16"E	42.37'
L4	S06°24'35"E	21.10'
L5	S38°54'16"W	34.57'
L6	S89°10'15"W	29.37'
L7	S79°22'40"W	6.95'
L8	N23°29'01"W	35.69'
L9	S38°54'16"W	12.44'
L10	N06°24'35"W	29.26'
L11	N83°26'46"E	22.55'
L12	S10°19'25"E	15.77'
L13	S80°11'07"W	5.71'
L14	S23°29'01"E	25.08'
L15	S10°19'25"E	14.15'

ChoiceOne Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554

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LEGEND

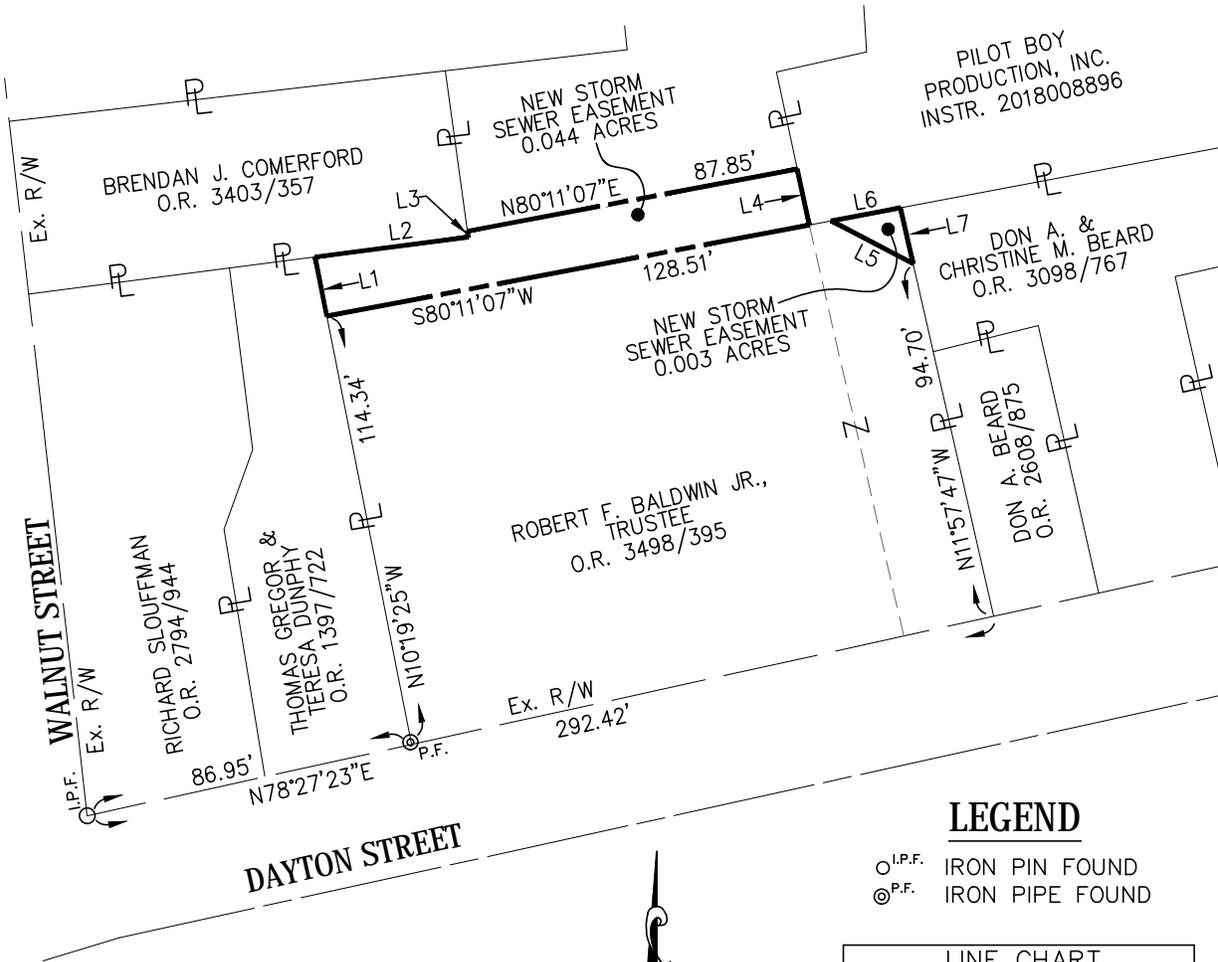
○ I.P.F. IRON PIN FOUND
⊙ P.F. IRON PIPE FOUND

THE BEARINGS ARE
BASED ON NAD 83 CORS
2011 ADJUSTMENT, OHIO
SOUTH ZONE, ODOT
VRS CORS NETWORK

SCALE: 1"=50'

EXHIBIT B

BEING A STORM SEWER EASEMENT
SITUATED IN SECTION 20, T 4, R 8,
VILLAGE OF YELLOW SPRINGS, GREENE COUNTY, OHIO



LEGEND

- I.P.F. IRON PIN FOUND
- ⊙ P.F. IRON PIPE FOUND

LINE CHART		
LINE	BEARING	DIST.
L1	N10°19'25"W	15.77'
L2	N83°26'44"E	40.43'
L3	N06°55'32"W	1.53'
L4	S11°12'05"E	15.00'
L5	N61°29'04"W	24.18'
L6	N80°11'07"E	18.41'
L7	S11°57'47"E	15.01'

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ZONE, ODOT VRS
CORS NETWORK

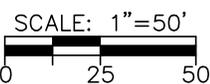
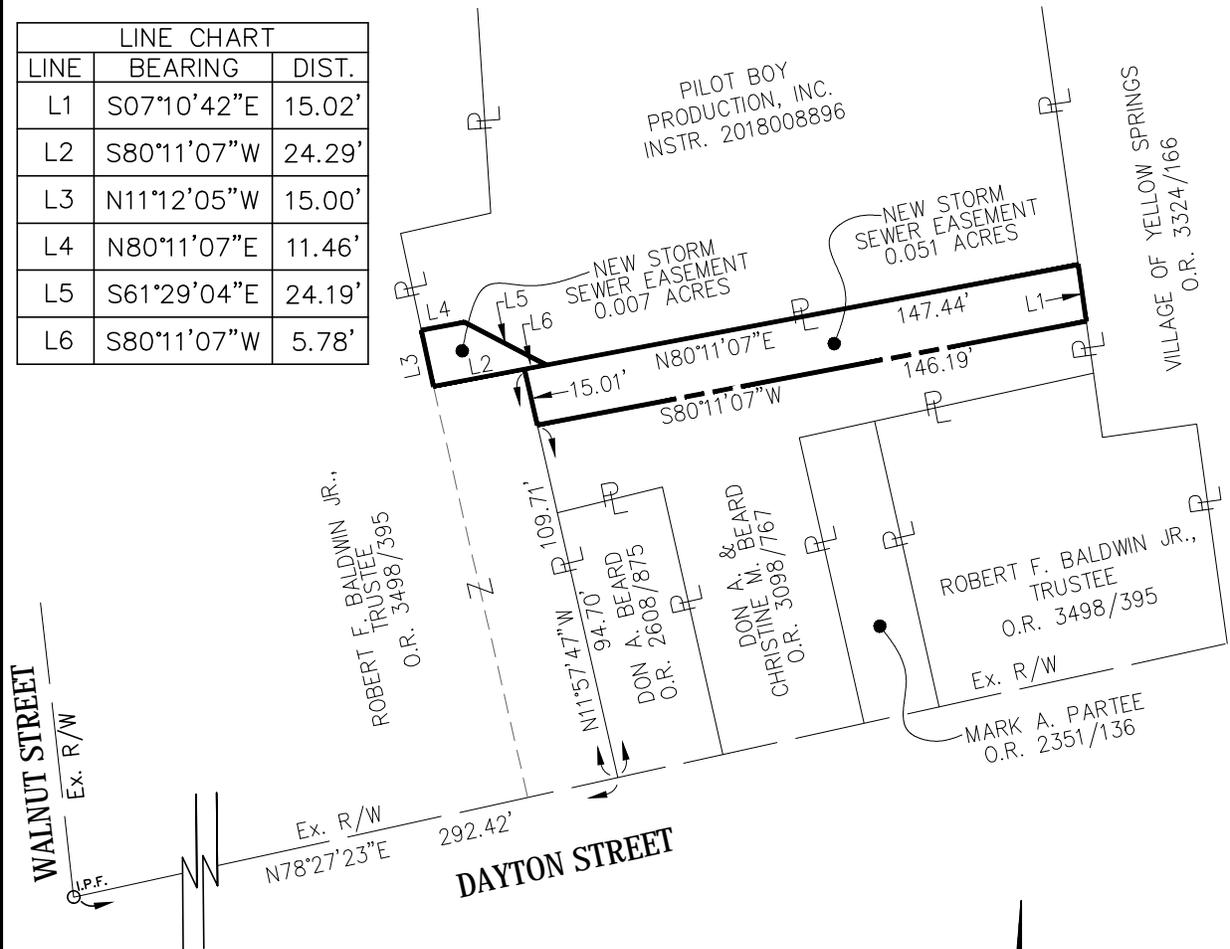


EXHIBIT B

BEING A STORM SEWER EASEMENT
SITUATED IN SECTION 20, T 4, R 8,
VILLAGE OF YELLOW SPRINGS, GREENE COUNTY, OHIO

LINE CHART		
LINE	BEARING	DIST.
L1	S07°10'42"E	15.02'
L2	S80°11'07"W	24.29'
L3	N11°12'05"W	15.00'
L4	N80°11'07"E	11.46'
L5	S61°29'04"E	24.19'
L6	S80°11'07"W	5.78'



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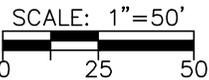
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LOVELAND, OHIO 513.239.8554

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LEGEND

- I.P.F. IRON PIN FOUND
- ⊙ P.F. IRON PIPE FOUND

THE BEARINGS ARE BASED
ON NAD 83 CORS 2011 ADJUSTMENT,
OHIO SOUTH ZONE,
ODOT VRS CORS NETWORK



UTILITY AND ACCESS EASEMENT AGREEMENT

THIS UTILITY AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made this ____ day of November, 2021, by _____ (“Grantor”) and THE VILLAGE OF YELLOW SPRINGS, OHIO, an Ohio municipal corporation (“Village”), under the following circumstances:

WHEREAS, Grantor owns a certain parcel of real property located in the Village of Yellow Springs, Greene County, Ohio, by virtue of an instrument recorded in _____ of the Official Records of Greene County, Ohio (the “Property”);

WHEREAS, the Village owns and/or operates certain public utilities for the benefit of the public; and WHEREAS, Grantor desires to grant to Village permanent utility and access easements over, into, upon, and under the portion of the Property more particularly described on Exhibit A attached and incorporated (the “Easement Area”) for storm sewer permanent improvements

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Grantor hereby grants to Village, its successors and assigns forever, for the benefit of the Village, a permanent, non-exclusive easement over, into, upon, and under the Easement Area, for installation, construction, maintenance, repair, replacement, operation and use of utilities, including, but not limited to, a stormwater sewer (the “Utility Easement”).

2. Access Easement. Grantor hereby grants to Village, its successors and assigns forever, for the benefit of Village, a permanent, non-exclusive easement over and upon the Easement Area as is necessary to permit ingress, egress and access by the Village, to and from the Easement Area for purposes of construction, maintenance, repair and replacement of utilities, facilitating the use of the Utility Easement by Village (the “Access Easement”) (the Access Easement and Utility Easement are collectively referred to herein as the “Easements”).

3. Minimizing Impact. Construction, maintenance, repair or replacement of utilities in the Easement Area shall be done in such a manner so as to reasonably minimize the impact on the Easement Area and with a high standard of workmanship. After construction, maintenance, repair or replacement of any utilities in the Easement Area, Village shall return the Easement Area as nearly as reasonably possible to its pre-existing level.

4. Standards. Construction of any improvements within the Easement Area shall be to Village standards but shall not permit the Easements to be used for purposes inconsistent with any local, state or federal laws or regulations or for purposes other than those set forth in this Agreement.

5. Reservation. Grantor reserves for itself, its successors and assigns forever, the right to use the Easement Area in any manner not inconsistent with the rights conveyed in this Agreement; provided, however, that no buildings or other structures shall be constructed or vegetation permitted within the Easement Area which may interfere with the use of such area for the purposes permitted specific to stormwater drainage.

6. Maintenance. Village shall maintain and repair all utility improvements or facilities constructed or installed by Village in the Easement Area.

7. Miscellaneous. All covenants, restrictions and conditions of this Agreement shall run with the land and be binding on the parties, their respective heirs, successors and assigns. This Agreement shall be construed in accordance with the laws of the State of Ohio with venue in Greene County. If any term or provision of this Agreement, to any extent, becomes or is held to be invalid or unenforceable, the remaining terms and provisions shall be unaffected. No waiver or breach of a covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. No amendment to this Agreement shall be valid or enforceable until the amendment has been executed by the parties hereto and recorded with the Greene County, Ohio Recorder. This Agreement represents the complete agreement of the parties and any modification or amendment hereto shall be valid only if in writing and signed by all parties.

IN WITNESS WHEREOF, authorized representatives of the Village and Grantor have executed this Agreement, as of the date written above.

Grantor:

VILLAGE OF YELLOW SPRINGS, OHIO

By:

Josue Salmeron, Village Manager

STATE OF OHIO
COUNTY OF GREENE

Acknowledged before me by Josue Salmeron, Village Manager, on behalf of the Village of Yellow Springs, Ohio, this ___ day of November, 2021. No oath or affirmation was administered for this notarial act.

Notary Public

STATE OF _____
COUNTY OF _____

Acknowledged before me by _____ this ___ day of November, 2021, the Grantor herein. No oath or affirmation was administered for this notarial act.

Notary Public

This instrument prepared by
The Village of Yellow Springs, 100 Dayton St., Yellow Springs, OH 45387
937-767-7202