

**CITY OF XENIA, OHIO  
ORDINANCE 2018 – 15**

**GRANTING A 0.057-ACRE WATERLINE EASEMENT TO THE DENVER S. BLAIR &  
EVELYN L. BLAIR IRREVOCABLE TRUST ON THE PROPERTY LOCATED  
AT 966 TOWLER ROAD**

**WHEREAS**, the property owned by the Denver S. Blair & Evelyn L. Blair Irrevocable Trust located at 767 Towler Road is served by a waterline that crosses the property located at 966 Towler Road;

**WHEREAS**, the City of Xenia owns the property located at 966 Towler Road;

**WHEREAS**, in order to facilitate the maintenance and operation of the waterline that serves 767 Towler Road, City staff has recommended this Council approve granting a waterline easement across the City-owned property at 966 Towler Road; and

**WHEREAS**, Section 5.02 of the City's Charter grants this Council the authority to convey or authorize the conveyance of any lands of the City.

**NOW, THEREFORE, THE CITY OF XENIA HEREBY ORDAINS**, at least four (4) members of the City Council concurring, that:

**Section 1.** The City hereby grants and conveys to the Denver S. Blair & Evelyn L. Blair Irrevocable Trust the requested 0.057-acre Waterline Easement, upon such terms and conditions as are approved by the Law Director.

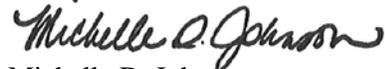
**Section 2.** The City Manager is hereby authorized to execute all documents necessary to complete the conveyance of the herein-granted Waterline Easement.

**Section 3.** It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance shall be effective as of June 23, 2018.

Introduced: May 10, 2018  
Adopted: May 24, 2018

Attest:

  
Michelle D. Johnson  
City Clerk

  
Michael D. Engle  
President, Xenia City Council

## GRANT OF EASEMENT FOR WATERLINE

KNOW ALL MEN BY THESE PRESENTS that the **City of Xenia, Ohio** (“Grantor”), a municipal corporation under the laws of the State of Ohio, by and through its City Manager, as approved by the Xenia City Council by Ordinance 18-15, adopted on May 24, 2018, for valuable consideration received, does hereby GRANT AND DEDICATE to the **Denver S. Blair & Evelyn L. Blair Irrevocable Trust**, its successors and assigns (collectively the “Grantee”), a waterline easement for any and all purposes associated with water service to the property located at 767 Towler Road, Xenia, Ohio, including construction, reconstruction, replacement, repair, operation, maintenance, and use of or to any water service facilities including, but not limited to, water taps, manholes, communication circuits, meters, underground lines, equipment and all other necessary and incidental appurtenances contained in, over, upon, under and through (“Easement”), on the following described real estate:

Greene County, Ohio, Parcel I.D. M40000100320000100

Prior Instrument Reference: Volume \_\_\_\_, Page \_\_\_\_ of the Greene County Recorder’s Office

And being more particularly described as set forth in Exhibit A (“Easement Area”), attached hereto and being fully incorporated as if fully set forth herein; subject, however, to existing easements, if any, and further subject to the following terms and conditions:

1. Said Easement shall be ten feet (10’) in width, as described in Exhibit A, and the Grantee shall maintain approximately five feet (5’) on either side of the water service.
2. The Grantee, its agents, contractors and employees shall have the right of ingress and egress over the Easement Area for all purposes previously stated, together with the right to trim, cut, and remove or otherwise control trees, roots, undergrowth or overhanging branches or other obstructions within the limits of the Easement Area that, in the Grantee’s opinion, may interfere with the construction, maintenance, use or successful operation of the water service facilities within the Easement Area.
3. No buildings or other structures shall be erected within the limits of the Easement Area by the Grantor. No excavating or filling shall be done by the Grantee within the Easement Area that would either: (a) Reduce or add to the distance between the Grantee’s facilities and the land surface without the Grantor’s prior written consent, which consent will not be unreasonably withheld; (b) impair the Grantee’s ability to maintain the facilities; or (c) create a hazard.
4. The Grantor reserves all existing rights of ingress and egress to and from any residual area, and reserves the right to use and occupy the Easement Area for any purpose that will not interfere with or endanger the rights and privileges herein granted to the Grantee.
5. If any damage to Grantors’ property is caused by Grantee’s exercise of its rights under this Easement, Grantee, at its expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.
6. The Grantor covenants with the Grantee, that it is the true and lawful owner of the property herein d The Grantor covenants with the Grantee that it is the owner of the Easement Area described above and has full power to convey the Easement and rights conveyed by this Dedication, and that the property is free and clear from all liens and encumbrances, except: (a) existing easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning, building and other applicable laws, codes and regulations; and (d) any real estate taxes and assessments not yet due and payable.
7. The Grantor shall have no maintenance responsibility for the Easement or the Grantee’s use thereof, except as provided by Ohio law and by the Codified Ordinances of the City of Xenia, Ohio.

8. Grantee, by its acceptance of this Easement, agrees to indemnify, defend, and hold harmless the Grantor against any claims for damages, losses or expenses by any third party that the Grantor shall incur in connection with any work performed by or on behalf of the Grantee, or any act or omission of the Grantee, within the Easement Area; but excepting any claims, damages, losses or expenses caused by the negligence or willful misconduct of Grantor, Grantor's agents, employees or contractors, or others for whom the Grantor is responsible.
9. In the event that any road should be widened or relocated so that its right of way extends onto the Grantee's Easement Areas herein provided for, the Grantee may, but shall not be required to relocate or reconstruct its water service facilities, so that the Grantee's facilities, as relocated, has a centerline of said right of way that shall not be more than five feet (5') off the road right of way as widened or relocated.
10. In the event that the Grantee ceases to use the Easement Area for the purposes of this Easement and abandons or removes the water service facilities for a period of more than one (1) year, this Easement shall be deemed surrendered by the Grantee and shall be deemed extinguished.
11. This Easement shall run with the land and shall be irrevocable, except as otherwise provided in paragraph 10 hereof, and shall be recorded in the Greene County, Ohio, Recorder's Office by the Grantee.

WITNESS the execution hereof this \_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTOR:  
THE CITY OF XENIA, OHIO

By: \_\_\_\_\_  
Brent W Merriman, City Manager

#### ACKNOWLEDGMENT

State of Ohio, County of Greene, SS:

On this \_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said County and State, personally appeared Brent W. Merriman, City Manager of the City of Xenia, Ohio, who acknowledged before me to be said person(s) and who signed the foregoing instrument and acknowledged the same as his/her/their voluntary act and deed on behalf of the City of Xenia.

**Witness** my official signature and seal on the day last above mentioned.

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

**EXHIBIT A  
LEGAL DESCRIPTION**

BEING A WATERLINE EASEMENT OVER, THROUGH, AND ACROSS A TRACT OF LAND OWNED BY THE CITY OF XENIA AS DESCRIBED IN DEED VOLUME 222, PAGE 90 OF THE GREENE COUNTY DEED RECORDS, SITUATE IN MILITARY SURVEY NO. 4651, CITY OF XENIA, COUNTY OF GREENE, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the northwest corner of a 9.55-acre tract of land owned by Denver S. Blair, Jr., Trustee of the Denver S. Blair and Evelyn L. Blair Irrevocable Trust as described in Deed Volume 926, Page 301 and being at the southwest corner of a 20.58-acre tract of land owned by the City of Xenia as described in Deed Volume 91, Page 456;

thence, South 37°-25'-21" West, 14.55 feet, along the west line of said 9.55-acre Blair tract to a point;

thence, North 75°-21'-23" West, 25.05 feet, to a point;

thence, South 84°-54'-52" West, 64.74 feet, to a point;

thence, North 83°-57'-08" West, 53.26 feet, to a point;

thence, North 47°-51'-54" West, 100.21 feet, to a point;

thence, North 42°-08'-06" East, 10.00 feet, to a point;

thence, South 47°-51'-54" East, 96.95 feet, to a point;

thence, South 83°-57'-08" East, 49.03 feet, to a point;

thence, North 84°-54'-52" East, 65.11 feet, to a point;

thence, South 81°-31'-36" East, 32.99 feet, to the place of beginning.

Containing 0.057 acres more or less with all being subject to any legal highway and easements of record. The bearings are based on NAD 83 CORS 2011 Adjustment, Ohio South Zone, ODOT VRS CORS Network.