

RESOLUTION. R 09-24

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR OR MAYOR
TO EXECUTE A TEMPORARY EASEMENT AGREEMENT

WHEREAS, the Village of Covington is in need of obtaining a temporary easement while demolishing certain properties in the Village;

WHEREAS, The Temporary Easement is attached as Exhibit A, defining the grant of said easement and its duration;

WHEREAS, it is necessary for the Village of Covington to execute said Easement in order to demolish the subject properties;


NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION. 1: the Village Administrator or Mayor is authorized to execute the Temporary Easement Agreement attached as Exhibit A; and

SECTION. 2: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED February 5, 2024:


Lee Harmon Mayor


Derrick Canan, President of Council


Rhonda Gill, Clerk/Fiscal Officer

Temporary Easement Agreement

This Temporary Easement Agreement (the "Agreement") is made and entered into effective as of the 01 day of February, 2024 (the "Effective Date"), by and among (i) the Village of Covington, Ohio (the "Village"), (ii) Linda M. Williams and Billy J. Williams, wife and husband (collectively, "Williams"), and (iii) LevelMB, LLC, an Ohio limited liability company (the "Contractor").

RECITALS:

- A. The Village is the owner of that certain real property located at (i) 184 and 186 High Street N., Covington, Ohio, being Miami County Parcel ID H19-001760, (ii) 188 High Street N., Covington, Ohio, being Miami County Parcel ID H19-001770, and (iii) 192 High Street N., Covington, Ohio, being Miami County Parcel ID H19-003640 (all the foregoing being collectively referred to herein as the "Village Property"), as more particularly described on Exhibit A attached hereto and incorporated herein.
- B. Williams is the owner of that certain real property located at 196 High Street N., Covington, Ohio, being Miami County Parcel ID H19-003650 (the "Williams Property"), as more particularly described on Exhibit B attached hereto and incorporated herein.
- C. The Village wishes to grant to Contractor a temporary, non-exclusive ingress and egress easement over and across the Village Property for the purpose of demolishing the improvements located on the Village Property.
- D. Williams wishes to grant to Contractor a temporary, non-exclusive ingress and egress easement over and across the Williams Property for the purpose of performing certain structural rehabilitation and stabilization work on the Williams Property, and to facilitate completion of the demolition work on the Village Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto mutually covenant and agree as follows:

1. Grant of Easement.

- a. The Village, for itself, and on behalf of its successors and assigns, as owner of the Village Property, does hereby grant, bargain, sell, and convey to Contractor, its employees and agents, a temporary, non-exclusive ingress and egress easement over and across the Village Property for the purpose of demolishing the improvements located on the Village Property (the "Demolition Work").
 - b. Williams, for itself, and on behalf of its successors and assigns, as owner of the Williams Property, does hereby grant, bargain, sell, and convey to Contractor, its employees and agents, a temporary, non-exclusive ingress and egress easement over and across the Williams Property for the purpose of performing certain structural rehabilitation and stabilization work on the Williams Property, and to facilitate completion of the demolition work on the Village Property (collectively, the "Stabilization Work").
2. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall automatically terminate on the earlier of (a) _____, 20____, or (b) Contractor's completion of both the Demolition Work and Stabilization Work. Upon expiration of the Term and at the request of any party of this Agreement, the parties shall cooperate to execute and record a termination of this Agreement in the Miami County, Ohio real estate records.

3. **Insurance; Indemnification.** Contractor and its subcontractors shall maintain commercially reasonable and adequate insurance for purposes of performance of the Demolition Work and Stabilization Work, and shall provide evidence of such insurance to the Village and Williams upon request by either party. Contractor, its successors and assigns, shall further indemnify, defend, and hold the Village

and Williams, and their respective successors and assigns, as owners of the Village Property and the Williams Property, respectively, harmless from and against any claims, costs, expenses, or any other liabilities that should arise out of or relate to this Agreement and/or Contractor's performance of the Demolition Work and the Stabilization Work, including reasonable attorney's fees.

4. Covenants Running with the Land. The covenants, rights, agreements, and easements set forth in this Agreement are intended to be and shall be construed as covenants running with and benefiting and burdening the land by and upon, and inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns, as the case may be, during the Term of this Agreement. Under no circumstance are the easements created herein to be deemed a public grant, dedication, or for the benefit of the general public or any other person or entity other than as expressly stated herein.

5. Severability. If any of the provisions of this Agreement or the application of that provision through any party or circumstances are, to any extent, found to be invalid or unenforceable under applicable law, the remaining portions of this Agreement are valid and enforceable to the fullest extent permitted by law.

6. No Agency. Nothing in this Agreement is deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

7. Governing Law. This Agreement is governed by and is construed in accordance with the laws of the State of Ohio.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Temporary Easement Agreement to be executed on the date(s) set forth below, but effective as of the Effective Date.

Village of Covington, Ohio

By: Lee Harmon
Name: Lee Harmon
Title: Mayer
Date: 102/05/2024

STATE OF Ohio)
COUNTY OF Miami)

The foregoing instrument was acknowledged before me this 5 day of February, 2024 by Lee Harmon, the Mayer of the Village of Covington, Ohio.

Rhonda K Gill

Notary Public
My commission expires: January 4, 2027



RHONDA K GILL
Notary Public
State of Ohio
My Comm. Expires
January 4, 2027

IN WITNESS WHEREOF, the undersigned have caused this Temporary Easement Agreement to be executed on the date(s) set forth below, but effective as of the Effective Date.

Linda M. Williams
Date: _____

Billy J. Williams
Date: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Linda M. Williams.

Notary Public
My commission expires: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Billy J. Williams.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the undersigned have caused this Temporary Easement Agreement to be executed on the date(s) set forth below, but effective as of the Effective Date.

Level MB, LLC

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ of Level MB, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

This instrument prepared in its unexecuted form and without benefit of title exam by: Laura Napolitano Kamlovsky, Est., Bricker Graydon LLP, Suite 1800, Cincinnati, Ohio 45202.

EXHIBIT A

Village Properties

Tract I:

Situate in the Village of Covington, County of Miami, and State of Ohio, and bounded and described as follows: Being Thirty (30) feet off of the north side of Lot Numbered Ninety-five (95) as designated on the general plat of said Village, and as appearing on the survey which is on record in Volume 6, Page 168, Miami County Engineer's Lot Surveys.

Parcel Number: H19-001770

Tract II:

Situate in the Village of Covington, in the County of Miami and the State of Ohio and further described as follows: Being all of Lot Numbered Ninety-five (95) as described on the general plat to the said Village of Covington, Ohio, excepting therefrom 30 feet off the North side thereof.

Parcel Number: H19-001760

Prior Instrument Reference: Official Record Volume 250, Page 253.

Tract III:

Situated in the Village of Covington, Miami County, and State of Ohio and further described as follows:

Being a part of lot numbered Two Hundred Forty Eight (248) and beginning at the Southwest corner of said lot; thence North with High Street, fifteen and four tenths (15.4) feet; thence East parallel with the South line of said lot, Twenty seven (27) feet; thence North One (1) foot; thence East with the East line of said lot; thence South Sixteen and four tenths (16.4) feet to the Southeast corner of said lot; thence West with the South line of said lot to the Southwest corner of said lot and to the place of beginning.

Parcel No.: H19-003640

Property Address: 192 N. High Street, Covington, Ohio 45318

EXHIBIT B

Williams Property

Situate in the Village of Covington, in the County of Miami, and State of Ohio, and more particularly described as follows: .

Being a part of Inlot 248, more particularly described as follows:

Beginning at a point on the East line of High Street, same being the West line of Inlot 248, said point being 15.50 feet North of the Southwest corner of Inlot 248, said point being witnessed by a cut in the concrete face of the foundation of an existing building North 88° 02' 30" West, a distance of 1.0 feet; thence North 0° 00' East, with the West line of Inlot 248, same being the East line of High Street, a total distance of 36.40 feet to a cross cut in the top of a concrete stoop; thence North 83° 42' 20" East, 126.90 feet to a point on the West face of a stone arch culvert at the top of the center of said arch, said point being on the East line of Inlot 248, witness a cross cut in the top of a concrete wall 20.0 feet distant on line last described; thence South 1° 18' West, with the East line of Inlot 248, a total distance of 53.60 feet to an iron pin; thence North 88° 02' 30" West, 59.50 feet to a point; thence South 1° 57' 30" West, 1.00 feet to a point; thence North 88° 02' 30" West, 25.45 feet to the place of beginning.

The above described central part of Inlot 248 contains a total of 0.129 Acre, same being subject to all legal easements, restrictions and party wall agreements of record.

Description prepared by Richard W. Klockner, Professional Surveyor #4370, in accordance with a survey filed in the Miami County Engineer's Records of Lot Surveys Volume 16, Page 180.

Temporary Easement Agreement

This Temporary Easement Agreement (the "*Agreement*") is made and entered into effective as of the 27th day of March, 2024 (the "*Effective Date*"), by and among (i) the Village of Covington, Ohio (the "*Village*"), (ii) Linda M. Williams and Billy J. Williams, wife and husband (collectively, "*Williams*"), and (iii) Level MB, LLC, an Ohio limited liability company (the "*Contractor*").

RECITALS:

A. The Village is the owner of that certain real property located at (i) 184 and 186 High Street N., Covington, Ohio, being Miami County Parcel ID H19-001760, (ii) 188 High Street N., Covington, Ohio, being Miami County Parcel ID H19-001770, and (iii) 192 High Street N., Covington, Ohio, being Miami County Parcel ID H19-005640 (all the foregoing being collectively referred to herein as the "*Village Property*"), as more particularly described on Exhibit A attached hereto and incorporated herein.

B. Williams is the owner of that certain real property located at 196 High Street N., Covington, Ohio, being Miami County Parcel ID H19-005650 (the "*Williams Property*"), as more particularly described on Exhibit B attached hereto and incorporated herein.

C. The Village wishes to grant to Contractor a temporary, non-exclusive ingress and egress easement over and across the Village Property for the purpose of demolishing the improvements located on the Village Property.

D. Williams wishes to grant to Contractor a temporary, non-exclusive ingress and egress easement over and across the Williams Property for the purpose of performing certain structural rehabilitation and stabilization work on the Williams Property, and to facilitate completion of the demolition work on the Village Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto mutually covenant and agree as follows:

1. Grant of Easement.

a. The Village, for itself, and on behalf of its successors and assigns, as owner of the Village Property, does hereby grant, bargain, sell, and convey to Contractor, its employees and agents, a temporary, non-exclusive ingress and egress easement over and across the Village Property for the purpose of demolishing the improvements located on the Village Property (the "*Demolition Work*").

b. Williams, for itself, and on behalf of its successors and assigns, as owner of the Williams Property, does hereby grant, bargain, sell, and convey to Contractor, its employees and agents, a temporary, non-exclusive ingress and egress easement over and across the Williams Property for the purpose of performing certain structural rehabilitation and stabilization work on the Williams Property, and to facilitate completion of the demolition work on the Village Property (collectively, the "*Stabilization Work*").

2. Term. The term of this Agreement (the "*Term*") shall commence on the Effective Date and shall automatically terminate on the earlier of (a) _____, 20____, or (b) Contractor's completion of both the Demolition Work and Stabilization Work. Upon expiration of the Term and at the request of any party of this Agreement, the parties shall cooperate to execute and record a termination of this Agreement in the Miami County, Ohio real estate records.

3. Insurance; Indemnification. Contractor and its subcontractors shall maintain commercially reasonable and adequate insurance for purposes of performance of the Demolition Work and Stabilization Work, and shall provide evidence of such insurance to the Village and Williams upon request by either party. Contractor, its successors and assigns, shall further indemnify, defend, and hold the Village

and Williams, and their respective successors and assigns, as owners of the Village Property and the Williams Property, respectively, harmless from and against any claims, costs, expenses, or any other liabilities that should arise out of or relate to this Agreement and/or Contractor's performance of the Demolition Work and the Stabilization Work, including reasonable attorney's fees.

4. Covenants Running with the Land. The covenants, rights, agreements, and easements set forth in this Agreement are intended to be and shall be construed as covenants running with and benefitting and burdening the land by and upon, and inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns, as the case may be, during the Term of this Agreement. Under no circumstance are the easements created herein to be deemed a public grant, dedication, or for the benefit of the general public or any other person or entity other than as expressly stated herein.

5. Severability. If any of the provisions of this Agreement or the application of that provision through any party or circumstances are, to any extent, found to be invalid or unenforceable under applicable law, the remaining portions of this Agreement are valid and enforceable to the fullest extent permitted by law.

6. No Agency. Nothing in this Agreement is deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

7. Governing Law. This Agreement is governed by and is construed in accordance with the laws of the State of Ohio.

[SIGNATURES ON FOLLOWING PAGES]

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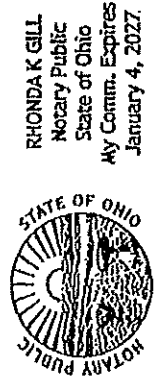
Village of Covington, Ohio

By: Village of Covington
Name: [Signature]
Title: Village Administrator
Date: 5/29/2024

STATE OF Ohio
COUNTY OF Miami

The foregoing instrument was acknowledged before me this 29th day of March, 2024 by Tyler Beach, the Village Administrator of the Village of Covington, Ohio.

[Signature]
Notary Public
My commission expires: January 4, 2027



IN WITNESS WHEREOF, the undersigned have caused this Temporary Easement Agreement to be executed on the date(s) set forth below, but effective as of the Effective Date.

Linda M. Williams
Linda M. Williams
Date: 3-29-24

Billy J. Williams
Billy J. Williams
Date: 3-29-24

STATE OF Ohio
COUNTY OF Miami

The foregoing instrument was acknowledged before me this 29th day of March, 2024 by Linda M. Williams.



RHONDA K GILL
Notary Public
State of Ohio
My Comm. Expires
January 4, 2027

Rhonda K Gill
Notary Public
My commission expires: January 4, 2027

STATE OF Ohio
COUNTY OF Miami

The foregoing instrument was acknowledged before me this 29th day of March, 2024 by Billy J. Williams.



RHONDA K GILL
Notary Public
State of Ohio
My Comm. Expires
January 4, 2027

Rhonda K Gill
Notary Public
My commission expires: January 4, 2027

EXHIBIT A

Village Properties

Tract I:

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Parcel Number: H19-001760

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Parcel No.: H19-003640

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