

**Monroe Council Agenda
Regular Meeting of Council
March 24, 2020 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes – Council Minutes of March 10, 2020 and Finance Committee Minutes of March 10, 2020

Visitors

Committee Reports

Public Works Committee
Finance Committee
Administrative Liaison Committee
Technology Committee
Public Involvement Committee
Public Safety Committee

Old Business

Resolution No. 21-2020. A Resolution accepting the lowest and/or best bid submitted for the Local Roadway Striping Project and authorizing the City Manager to enter into an agreement by and between the City of Monroe and Aeromark LLC for said project. (Second Reading)

Resolution No. 22-2020. A Resolution authorizing the City Manager to enter into a contract by and between the City of Monroe and other participating agencies located in Warren County to establish the Warren County Drug Task Force Council of Governments. (Second Reading)

New Business

Emergency Resolution No. 23-2020. A Resolution accepting the lowest and/or best bid submitted for the Highway Striping Project, authorizing the City Manager to enter into an agreement by and between the City of Monroe and Aeromark LLC for said project and declaring an emergency.

Ordinance No. 2020-08. An Ordinance, amending and supplementing Ordinance No. 2020-06, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2020.

Emergency Ordinance No. 2020-09. An Ordinance approving a final plat for The Trails of Todhunter, Section One, Block A, and declaring an emergency.

Emergency Ordinance No. 2020-10. An Ordinance approving a final plat for The Trails of Todhunter, Section One, Block B, and declaring an emergency.

Emergency Ordinance No. 2020-11. An Ordinances extending the deadline for the filing and payments of the City of Monroe income tax for the filing year 2019 and declaring an emergency.

Emergency Ordinance No. 2020-12. An Ordinance to declare certain emergency procedures necessary for the continued governance of the City during the current nation state of emergency and declaring an emergency.

Administrative Reports

Adjournment

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Old Business

Resolution No. 21-2020. A Resolution accepting the lowest and/or best bid submitted for the Local Roadway Striping Project and authorizing the City Manager to enter into an agreement by and between the City of Monroe and Aeromark LLC for said project. (Second Reading)

Background. Staff is recommending that this be adopted as an emergency on the second reading.

Resolution No. 22-2020. A Resolution authorizing the City Manager to enter into a contract by and between the City of Monroe and other participating agencies located in Warren County to establish the Warren County Drug Task Force Council of Governments. (Second Reading)

New Business

Emergency Resolution No. 23-2020. A Resolution accepting the lowest and/or best bid submitted for the Highway Striping Project, authorizing the City Manager to enter into an agreement by and between the City of Monroe and Aeromark LLC for said project and declaring an emergency.

Background. Striping will be replaced along SR63 in the following locations with this project.

Senate Drive
Britton Lane
Heritage Green Drive
McCready Avenue

Ring Drive
Yankee Road
Salzman Road
Crossings Blvd.

Ordinance No. 2020-08. An Ordinance, amending and supplementing Ordinance No. 2020-06, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2020.

Background. Please refer to the attached summary for the changes.

Emergency Ordinance No. 2020-09. An Ordinance approving a final plat for The Trails of Todhunter, Section One, Block A, and declaring an emergency.

Background. The Trails of Todhunter LLC has submitted an application for final plat for Trails of Todhunter Section One, Block A. The final plat will cover approximately 10.8 acres of the 63.5-acre subdivision and will involve the creation of one public road, Hanford Lane, and create 12 single-family lots. The average lot width is 65 feet and density is 1.2 units per acre. The average lot size is 8,125 square feet.

The Trails of Todhunter is the first conservation subdivision to be developed in the City. The intent of a Conservation Subdivision is to provide for and encourage flexible and creative development techniques aimed toward a healthy and safe, natural and built environment and to conserve the natural environment. The developer was generally permitted to reduce lot areas to a minimum of 7,500 square feet based on the requirement for 50 percent of the total site as open/conservation space.

It should be noted that staff is still finalizing bonding, easement language, and the USPS cluster mailbox requirement with the intent to have those items completed prior to final signatures.

Emergency Ordinance No. 2020-10. An Ordinance approving a final plat for The Trails of Todhunter, Section One, Block B, and declaring an emergency.

Background. The Trails of Todhunter LLC has submitted an application for final plat for Trails of Todhunter Section One, Block B. This final plat will cover approximately 14.3 acres of the 63.5-acre subdivision and will involve the creation of one public road, Nettleton Court, and create 22 single-family lots and 2 open space lots. The average lot width is 65 feet and density is 1.53 units per acre. The average lot size is 8,125 square feet.

Similar to the first section, It should be noted that staff is still finalizing bonding, easement language, and the USPS cluster mailbox requirement with the intent to have those items completed prior to final signature.

Emergency Ordinance No. 2020-11. An Ordinance extending the deadline for the filing and payments of the City of Monroe income tax for the filing year 2019 and declaring an emergency.

Background. It was the recommendation of the Tax Commissioner to match the Federal Government by moving deadline for filing to July 15. We want to also see if the State is going to follow suit.

Emergency Ordinance No. 2020-12. An Ordinance to declare certain emergency procedures necessary for the continued governance of the City during the current nation state of emergency and declaring an emergency.

Background. The State legislature is considering allowing such meetings. At this time, it is not legal. You will have legislation to consider allowing such meeting if the State legislation passes.

Administrative Reports

Adjournment

**Monroe Council Minutes
Regular Meeting of Council
March 10, 2020 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Mayor Frentzel opened the regular meeting of Council at 6:30 p.m. with the Pledge of Allegiance.

Roll Call

Council members present: Tom Callahan, Jason Frentzel, Keith Funk, Anna Hale, and Christina McElfresh.

Staff members present: City Manager William J. Brock
Law Director K. Philip Callahan
Director of Development Kevin Chesar
Director of Finance Karen Ervin
Director of Public Works Gary Morton
Assistant to the City Manager/Clerk of Council Angela S. Wasson

Mr. Funk moved to excuse Mr. Hickman and Mr. Routson; seconded by Mrs. Hale. Voice vote. Motion carried.

Approval of the Minutes

Mr. Funk moved to approve the Council Minutes of February 11 and February 25, 2020 and Finance Committee Minutes of February 11, 2020; seconded by Mrs. McElfresh. Voice vote. Motion carried.

Visitors

Wendy Klepcyk, Jamie Beringer, and J. Peyton Gravely gave a presentation on the 3 Little Halos Safety Town. This would have state of the art security, provide safety classes from 2 to 18 years old, and open all year round. Each building would be owned by a company or a group and have a safety curriculum. There will be real roads with real traffic signs. The organization would like to construct this in the Monroe Bicentennial Commons Park. Mr. Beringer hoped to get the vote of confidence from Council. The City would provide the location and the underground utilities. They are looking at approximately four acres.

Mrs. McElfresh asked if anyone has spoken with Monroe's Police Department. Ms. Klepcyk advised they did and the 3 Little Halos Safety Town would have a permanent classroom for them to use.

Mr. Beringer stated that a letter of intent from Council would assist them in procuring funds for this.

Council was not prepared to move forward with a letter of intent at this time.

Julie Joyce-Smith with the Butler County Auditor's Office provided an update on issues the Auditor's office is working on.

Fuel Quality Testing

Ohio is one of three states that does not have fuel quality testing. When you see the Auditor's seal at the gas station they are only looking at the quantity and not the quality. On February 10th a House Bill was introduced to provide county auditors the authority to test for quality and octane.

Tax Bills

February 25th was the deadline for the first half real estate and we are working on the first half settlement that will be forthcoming sooner than it has in the past.

Board of Revision

If anyone wants to appeal the value of their home or business property the deadline is March 31st.

Property Damage

The Auditor's office and each of the fire departments work together to identify properties that have suffered fire damage and may be eligible for a reduction in property values.

2020 Property Reappraisal

The 2020 tax year is a re-evaluation year and we hope to have the information of the values in the fall.

Committee Reports

None.

Old Business

Resolution No. 17-2020. A Resolution accepting the lowest and/or best bid and authorizing the City Manager to enter into an agreement by and between the City of Monroe and Dailey's Lawn & Landscaping for mowing of various properties. (Second Reading)

Mr. Funk moved to consider this the second reading and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 17-2020 by title only.

Mr. Funk moved to adopt Resolution No. 17-2020; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

Resolution No. 18-2020. A Resolution accepting the lowest and/or best bid and authorizing the City Manager to enter into an agreement by and between the City of Monroe and J. W. Brennan Excavating for the Garver Road Water Main Replacement Project. (Second Reading)

Mr. Brock requested that this be adopted as an emergency.

Mr. Funk moved to consider this the second reading of Emergency Resolution No. 18-2020 and have it read by title only; seconded by Mrs. McElfresh. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 18-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 18-2020; seconded by Mrs. Hale. Roll call vote: five ayes. Motion carried.

New Business

Emergency Resolution No. 20-2020. A Resolution approving a Then-and-Now Certificate in the amount of \$3,172.00 to Phoenix Safety Outfitters and declaring an emergency.

Mr. Brock noted this is a normal purchase for the fire department; however, the company is not accepting the p-card for payment now.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Resolution No. 20-2020 on two separate days, authorize its adoption on the second reading, and have it read by title only; seconded by Mr. Callahan. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 20-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 20-2020; seconded by Mr. Callahan. Roll call vote: five ayes. Motion carried.

Resolution No. 21-2020. A Resolution accepting the lowest and/or best bid submitted for the Local Roadway Striping Project and authorizing the City Manager to enter into an agreement by and between the City of Monroe and Aeromark LLC for said project.

Mr. Brock explained that this is for the striping of South Main Street through downtown, Britton Lane, State Route 63 to Macready, Roden Park Drive, Greentree Road, and Heritage Green Drive south of State Route 63. Mr. Brock advised that he will have another bid for larger roads like State Route 63.

Mr. Funk moved to consider this the first reading of Resolution No. 21-2020 and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 21-2020 by title only.

Mr. Funk moved to approve the first reading of Resolution No. 21-2020; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

Resolution No. 22-2020. A Resolution authorizing the City Manager to enter into a contract by and between the City of Monroe and other participating agencies located in Warren County to establish the Warren County Drug Task Force Council of Governments.

Mr. Brock reported that the only change in this agreement is to add Harveysburg.

Mr. Funk moved to consider this the first reading of Resolution No. 22-2020 and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 22-2020 by title only.

Mr. Funk moved to approve the first reading of Resolution No. 22-2020; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

Ordinance No. 2020-06. An Ordinance, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditure of the City of Monroe, during fiscal year ending December 31, 2020.

Mr. Brock referred Council to the summary related to the permanent appropriations for expenses for 2020.

Mr. Funk moved to suspend the rule requiring the reading of Ordinance No. 2020-06 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mrs. McElfresh. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2020-06 by title only.

Mr. Funk moved to adopt Ordinance No. 2020-06; seconded by Mrs. Hale. Roll call vote: five ayes. Motion carried.

Emergency Ordinance No. 2020-07. An Ordinance authorizing the City Manager to enter into a Facility Encroachment Agreement by and between the City of Monroe and CSX Transportation, Inc. for the installation and maintenance of one six-inch diameter sub-grade pipeline crossing, solely for the conveyance of potable water, and declaring an emergency.

Mr. Brock stated this will allow the City access to the water line located under the railroad tracks at Monroe Bicentennial Commons Park.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Ordinance No. 2020-07 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Emergency Ordinance No. 2020-07 by title only.

Mr. Funk moved to adopt Emergency Ordinance No. 2020-07; seconded by Mr. Callahan. Roll call vote: five ayes. Motion carried.

Consideration of Motion authorizing the expenditure of \$245,393.90 to Staples for the furnishing of the new police station.

Mr. Brock reported that this is under state bid project and budgeted was \$300,000. Mrs. McElfresh asked if any of the current furnishing would be used. Mr. Brock replied that the furniture will need to be assessed to see if it can be re-used; however, we wanted a consistent look throughout the new police station.

Mr. Funk moved to authorize the expenditure of \$245,393.90 to Staples for the furnishing of the new police station; seconded by Mrs. Hale. Voice vote. Motion carried.

Executive Session

To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance and discuss the sale or disposition of real property.

Mr. Funk moved to adjourn into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance and discuss the sale or disposition of real property; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

Council adjourned into executive session at 7:26 p.m.

Mr. Funk moved to reconvene into regular session; seconded by Mrs. Hale. Voice vote. Motion carried.

Council reconvened into regular session at 8:11 p.m.

Administrative Reports

Mr. Brock asked Council to consider dates in April or May to have a retreat.

Adjournment

Mr. Funk moved to adjourn; seconded by Mrs. McElfresh. Voice vote. Motion carried.

The regular meeting of Council adjourned at 8:12 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

City of Monroe
Finance Committee of Council
March 10, 2020

The Finance Committee of Council met at 5:47 p.m. March 10, 2020, in the Council Library located at 233 South Main Street, Monroe, Ohio.

At the request of Mr. Brock, Mrs. Ervin reviewed the five-year forecast document that reflected three years of actual data, the current year budget, and four years of estimates. We are trying to look at the next five years to make sure that we are proactively not overspending. She is projecting over the next five years that we maintain a cash balance of approximately \$4 million. Mrs. Ervin noted that she is working on a cash balance policy.

Mrs. Ervin reported that the income tax has increased substantially. She had an eight percent average over the last ten years. She is hesitant to use that number over the five-year period as she did not want to overinflate the number. It is all assumption based and everything will be reviewed quarterly.

Mrs. Waggaman explained that there was a TIF District in Warren County that ended before the debt payments ended. It was a mistake that happened in the late 90's and, after refiling, it took a year to get it back on and then the County made the adjustment. The developer made the debt payment and the County advanced the money twice and when they gave the City the actual settlement, they didn't send us enough. They are supposed to be correcting that when we receive the settlement this spring. It wasn't that we had a decrease.

Referring to the income tax fund and splitting a portion to public safety and capital improvements, Mr. Funk asked if that is required. Mr. Brock clarified that there was a certain percentage that would be targeted for each in the ballot language.

Mr. Frentzel asked for an update for the Open Checkbook. Mrs. Ervin has a proposal that Mrs. Waggaman is reviewing.

The Finance Committee meeting adjourned at 6:26 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

EMERGENCY RESOLUTION NO. 23-2020

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID SUBMITTED FOR THE HIGHWAY STRIPING PROJECT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND AEROMARK LLC FOR SAID PROJECT.

WHEREAS, after advertising and bidding according to law, Council desires to accept the lowest and/or best bid for the Highway Striping Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The bid submitted by Aeromark LLC. is hereby declared the lowest and/or best bid for the Highway Striping Project.

SECTION 2: Council hereby accepts the bid referenced herein and authorizes the City Manager to enter into an agreement by and between the City of Monroe and Aeromark LLC pursuant to the terms and conditions contained in the bid documents submitted on March 11, 2020.

SECTION 3: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to proceed with the striping at the earliest possible date to improve the safety of travel. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading:_____

Bid Opening - Thermoplastic Striping Program**Opening Date: March 11, 2020 @ 11:00 AM**

	Company Name	Primary Bid	Alternate Bid	Bid Bond Received
1	Aeromark	\$11,229.74		N/A
2	A•A Safety	\$11,908.55		N/A
3				
4				
5				
6				
7				

ORDINANCE NO. 2020-08

AMENDING AND SUPPLEMENTING ORDINANCE NO. 2020-06, OTHERWISE KNOWN AS THE PERMANENT APPROPRIATIONS ORDINANCE, TO MEET CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONROE, DURING FISCAL YEAR ENDING DECEMBER 31, 2020.

SECTION 1: To provide for current expenses of the City of Monroe, this Appropriations Ordinance is hereby repealed, amended, and supplemented so it sets aside and appropriates from the various funds of the City the amounts set forth in the following sections.

SECTION 2: There be appropriated from the GENERAL FUND:

1110	GENERAL GOVERNMENT		
	000	<i>FUND EXPENSES</i>	
		OPERATING EXPENSES	51,500
		<i>TOTAL</i>	<u>51,500</u>
	110	<i>CITY COUNCIL</i>	
		PERSONAL SERVICES	113,510
		OPERATING EXPENSES	97,750
		<i>TOTAL</i>	<u>211,260</u>
	120	<i>CITY MANAGER'S OFFICE</i>	
		PERSONAL SERVICES	334,386
		OPERATING EXPENSES	582,900
		<i>TOTAL</i>	<u>917,286</u>
	125	<i>INFORMATION TECHNOLOGY</i>	
		OPERATING EXPENSES	60,000
		<i>TOTAL</i>	<u>60,000</u>
	130	<i>HUMAN RESOURCES</i>	
		PERSONAL SERVICES	245,900
		OPERATING EXPENSES	185,500
		<i>TOTAL</i>	<u>431,400</u>
	135	<i>ECONOMIC DEVELOPMENT</i>	
		PERSONAL SERVICES	98,250
		OPERATING EXPENSES	228,400
		<i>TOTAL</i>	<u>326,650</u>
	140	<i>DEVELOPMENT</i>	
		PERSONAL SERVICES	321,488
		OPERATING EXPENSES	637,200
		OTHER EXPENSES	4,000
		<i>TOTAL</i>	<u>962,688</u>

145	ENGINEERING		
	PERSONAL SERVICES	219,016	
	OPERATING EXPENSES	149,750	
	<i>TOTAL</i>	<u>368,766</u>	
150	FINANCE		
	PERSONAL SERVICES	568,709	
	OPERATING EXPENSES	288,650	
	OTHER EXPENSES	600,000	
	<i>TOTAL</i>	<u>1,457,359</u>	
160	MAYOR'S COURT		
	PERSONAL SERVICES	93,822	
	OPERATING EXPENSES	29,305	
	<i>TOTAL</i>	<u>123,127</u>	
TOTAL GENERAL GOVERNMENT			4,910,036
PUBLIC SAFETY			
220	PUBLIC SAFETY COMMUNICATIONS		
	PERSONAL SERVICES	549,137	
	OPERATING EXPENSES	100,050	
	<i>TOTAL</i>	<u>649,187</u>	
250	POLICE		
	OTHER EXPENSES	2,725,000	
	<i>TOTAL</i>	<u>2,725,000</u>	
270	FIRE		
	OTHER EXPENSES	2,725,000	
	<i>TOTAL</i>	<u>2,725,000</u>	
TOTAL PUBLIC SAFETY			6,099,187
PUBLIC WORKS			
310	STREET		
	OTHER EXPENSES	1,100,000	
	<i>TOTAL</i>	<u>1,100,000</u>	
330	BUILDINGS AND GROUNDS		
	OPERATING EXPENSES	411,700	
	<i>TOTAL</i>	<u>411,700</u>	
390	CEMETERY		
	OTHER EXPENSES	190,000	
	<i>TOTAL</i>	<u>190,000</u>	
TOTAL PUBLIC WORKS			1,701,700

PARKS AND RECREATION**410 PARK OPERATION AND MAINTENANCE**

PERSONAL SERVICES	298,181	
OPERATING EXPENSES	210,250	
<i>TOTAL</i>	<u>508,431</u>	

TOTAL PARKS AND RECREATION**508,431****OTHER FINANCING USES****710 CAPITAL IMPROVEMENTS**

OTHER EXPENSES	1,280,000	
<i>TOTAL</i>	<u>1,280,000</u>	

810 DEBT SERVICE

OTHER EXPENSES	208,000	
<i>TOTAL</i>	<u>208,000</u>	

TOTAL OTHER FINANCING USES**1,488,000****TOTAL GENERAL FUND****14,707,354****1115 MUNICIPAL INCOME TAX FUND****150 FINANCE**

OPERATING EXPENSES	-	
OTHER EXPENSES	14,882,727	
<i>TOTAL</i>		14,882,727

GRAND TOTAL GENERAL FUND**29,590,081**SECTION 3: There be appropriated from the following SPECIAL REVENUE FUNDS:**2101 PUBLIC SAFETY INCOME TAX FUND****PUBLIC SAFETY**

PERSONAL SERVICES	2,650,000	
OTHER EXPENSES	445,750	
<i>TOTAL</i>		3,095,750

2210 STREET FUND**PUBLIC WORKS**

PERSONAL SERVICES	1,553,147	
OPERATING EXPENSES	686,790	
<i>TOTAL</i>		2,239,937

2220	STATE HIGHWAY FUND			
	<i>PUBLIC WORKS</i>			
	OPERATING EXPENSES	88,500		
	CAPITAL OUTLAY	200,000		
	<i>TOTAL</i>			<i>288,500</i>
2230	MOTOR VEHICLE LICENSE			
	<i>PUBLIC WORKS</i>			
	OPERATING EXPENSES	128,800		
	CAPITAL OUTLAY	307,000		
	<i>TOTAL</i>			<i>435,800</i>
2310	FIRE - 1989 LEVY FUND			
	<i>PUBLIC SAFETY</i>			
	PERSONAL SERVICES	2,660,722		
	OPERATING EXPENSES	645,765		
	<i>TOTAL</i>			<i>3,306,487</i>
2320	FIRE - 2005 LEVY FUND			
	<i>PUBLIC SAFETY</i>			
	OPERATING EXPENSES	704,640		
	<i>TOTAL</i>			<i>704,640</i>
2330	PUBLIC SAFETY FEMA GRANT FUND			
	<i>PUBLIC SAFETY</i>			
	OPERATING EXPENSES	8,000		
	<i>TOTAL</i>			<i>8,000</i>
2410	POLICE LAW ENFORCEMENT			
	250 PUBLIC SAFETY			
	PERSONAL SERVICES	2,870,200		
	OPERATING EXPENSES	668,650		
	<i>TOTAL</i>			<i>3,538,850</i>
2420	DARE GRANT FUND			
	250 PUBLIC SAFETY			
	PERSONAL SERVICES	-		
	OPERATING EXPENSES	8,500		
	<i>TOTAL</i>			<i>8,500</i>
2430	ENFORCEMENT & EDUCATION FUND			
	250 PUBLIC SAFETY			
	OPERATING EXPENSES	-		
	<i>TOTAL</i>			<i>-</i>
2440	FEDERAL ASSET FORFEITURE FUND			
	250 PUBLIC SAFETY			

	OPERATING EXPENSES	-	
	<i>TOTAL</i>		-
2510	COURT TECHNOLOGY IMPROVEMENT		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	12,800	
	<i>TOTAL</i>		12,800
2600	2004 TIFS		
	<i>DEVELOPMENT INCENTIVES</i>		
	OPERATING EXPENSES	25,550	
	CAPITAL EXPENSES	-	
	OTHER EXPENSES	2,232,420	
	<i>TOTAL</i>		2,257,970
2700	2004 RIDS		
	<i>DEVELOPMENT INCENTIVES</i>		
	OPERATING EXPENSES	49,320	
	CAPITAL EXPENSES	-	
	OTHER EXPENSES	3,129,000	
	<i>TOTAL</i>		3,178,320
GRAND TOTAL SPECIAL REVENUE FUNDS			19,075,554
<u>SECTION 4:</u> There be appropriated from the following CAPITAL PROJECTS FUNDS:			
3101	CAPITAL INCOME TAX FUND		
	<i>OTHER FINANCING USES</i>		
	CAPITAL EXPENSES	650,000	
	OTHER EXPENSES	166,700	
	<i>TOTAL</i>		816,700
3110	PARK IMPROVEMENT FUND		
	<i>PARKS AND RECREATION</i>		
	OPERATING	50,000	
	CAPITAL EXPENSES	2,479,500	
	<i>TOTAL</i>		2,529,500
3120	CAPITAL IMPROVEMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	50,000	
	CAPITAL EXPENSES	-	
	<i>PUBLIC SAFETY</i>		
	OPERATING EXPENSES	720,000	
	CAPITAL EXPENSES	7,121,333	

	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	50,100	
	CAPITAL EXPENSES	913,000	
	<i>TOTAL</i>		8,854,433
6120	WATER CAPITAL IMPROVEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	592,500	
	CAPITAL EXPENSES	845,000	
	<i>TOTAL</i>		1,437,500
6125	WATER METER REPLACEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	30	
	CAPITAL EXPENSES	80,000	
	OTHER EXPENSES	-	
	<i>TOTAL</i>		80,030
GRAND TOTAL CAPITAL PROJECTS FUNDS			13,718,163
<u>SECTION 5:</u> There be appropriated from the following DEBT SERVICE FUNDS:			
4110	G.O. BOND RETIREMENT		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	2,192,900	
	<i>TOTAL</i>		2,192,900
4210	WATER BOND RETIREMENT		
	<i>PUBLIC WORKS</i>		
	DEBT SERVICE EXPENSE	536,450	
	<i>TOTAL</i>		536,450
4310	S.A. BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	100	
	DEBT SERVICE EXPENSE	63,420	
	<i>DEVELOPMENT INCENTIVES</i>		
	OTHER EXPENSES	1,124,750.00	
	<i>TOTAL</i>		1,188,270
4410	INCOME TAX BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	612,350	
	<i>TOTAL</i>		612,350

4610	CORRIDOR 75 PARK LTD TIF		
	<i>DEVELOPMENT INCENTIVES</i>		
	OPERATING EXPENSES	-	
	DEBT SERVICE EXPENSE	-	
	OTHER EXPENSES	-	
	<i>TOTAL</i>		-
GRAND TOTAL DEBT SERVICE FUNDS			<u>4,529,970</u>

SECTION 6: There be appropriated from the following SPECIAL ASSESSMENT FUNDS:

5110	S.A. STREET LIGHTING FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	10,750	
	<i>TOTAL</i>		10,750
GRAND TOTAL SPECIAL ASSESSMENT FUNDS			<u>10,750</u>

SECTION 7: There be appropriated from the following ENTERPRISE FUNDS:

6110	WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	660,630	
	OPERATING EXPENSES	1,475,300	
	OTHER EXPENSES	1,000,000	
	<i>TOTAL</i>		3,135,930
6210	SEWER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	80,450	
	OPERATING EXPENSES	1,117,100	
	<i>TOTAL</i>		1,197,550
6310	STORM WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	169,930	
	OPERATING EXPENSES	233,520	
	CAPITAL EXPENSES	190,000	
	<i>TOTAL</i>		593,450
6410	GARBAGE FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	105,158	
	OPERATING EXPENSES	891,500	
	<i>TOTAL</i>		996,658
6510	CEMETERY FUND		

	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	31,000	
	OPERATING EXPENSES	59,700	
	CAPITAL EXPENSES	20,000	
	OTHER	-	
	<i>TOTAL</i>		<i>110,700</i>
6610	STREET LIGHTING FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	140,040	
	CAPITAL EXPENSES	-	
	OTHER	-	
	<i>TOTAL</i>		<i>140,040</i>
GRAND TOTAL ENTERPRISE FUNDS			<u>6,174,328</u>

SECTION 8: There be appropriated from the following TRUST AND AGENCY FUNDS:

7100	CEMETERY MAINTENANCE TRUST FUND		
	<i>FUND EXPENSE</i>		
	OPERATING EXPENSES	-	
	<i>TOTAL</i>		<i>-</i>
7110	MOUND CEMETERY TRUST FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	10,000	
	<i>TOTAL</i>		<i>10,000</i>
7120	LONG STREET CEMETERY TRUST FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	250	
	<i>TOTAL</i>		<i>250</i>
7310	FIRE HISTORIC PRESERVATION FUND		
	<i>PUBLIC SAFETY</i>		
	CAPITAL OUTLAY	-	
	<i>TOTAL</i>		<i>-</i>
7320	FIRE LOSS SECURITY FUND		
	<i>PUBLIC SAFETY</i>		
	OPERATING	-	
	<i>TOTAL</i>		<i>-</i>

7410	DRUG LAW ENFORCEMENT TRUST FUND	20,000	
	<i>PUBLIC SAFETY</i>		
	OPERATING EXPENSES		
	<i>TOTAL</i>		<i>20,000</i>
GRAND TOTAL TRUST AND AGENCY FUNDS			<u><i>30,250</i></u>
TOTAL ALL APPROPRIATIONS			<u><i>73,129,096</i></u>

SECTION 9: The City Manager is hereby authorized to convert the dollar appropriation figure in the Ordinance to such form as may be acceptable to the Auditors of Butler and Warren Counties and the Auditor of the State of Ohio provided in this conversion no change of total dollar amounts shall within the Sections of this Ordinance be permitted without approval of Council.

SECTION 10: The Finance Director is hereby authorized to draw warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of Council to make the expenditures provided that no warrants shall be drawn OR paid for salaries or wages except to persons employed by authority and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the City, and for purposes other than those covered by other specific appropriations herein made.

SECTION 11: This measure shall take effect immediately upon passage pursuant to Section 7.08(B)(1) of the Charter of the City of Monroe.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

City of Monroe

Supplemental Appropriations

March 24, 2020

FUND	FUND DESCRIPTION	CURRENT APPROPRIATIONS	ADJUSTED APPROPRIATIONS	AMOUNT OF CHANGE	% CHANGE	ACCOUNT NUMBER	REASON FOR REQUEST
1110	<u>GENERAL FUND</u>						
	<u>GENERAL GOVERNMENT</u>						
	120 - CITY MANAGER'S OFFICE OPERATING EXPENSES	482,900	582,900	100,000	20.7%	11112000-52313	Increase legal budget for union negotiation expenses and potential COVID-19 related costs
	130 - HUMAN RESOURCES PERSONNEL SERVICES	236,500	245,900	9,400	4.0%	11113000-51238	Annual BWC invoice higher than anticipated
3110	<u>PARK IMPROVEMENT FUND</u>						
	<u>OTHER FINANCING USES</u>						
	420 - PARK DEVELOPMENT CAPITAL EXPENSES	2,379,500	2,479,500	100,000	4.2%	31142600-52313 PK160	Construction Management costs for Bicentennial Commons
	TOTAL PARK IMPROVEMENT FUND	2,429,500	2,529,500	100,000	4.1%		
6120	<u>WATER CAPITAL IMPROVEMENT FUND</u>						
	<u>PUBLIC WORKS</u>						
	000 - FUND EXPENSE CAPITAL EXPENSES	770,000	845,000	75,000	9.7%	6120-53717	Increase to cover City portion of Butler County improvement to relocate water main at Yankee Rd and Hankins Rd North to Carson
	TOTAL WATER IMPROVEMENT FUND	1,362,500	1,437,500	75,000	5.5%		
TOTAL ALL FUNDS		72,844,696	73,129,096	284,400			

EMERGENCY ORDINANCE NO. 2020-09

AN ORDINANCE APPROVING A FINAL PLAT FOR THE TRAILS OF TODHUNTER, SECTION ONE, BLOCK A, AND DECLARING AN EMERGENCY.

WHEREAS, Trails of Todhunter LLC has submitted a final plat for construction of The Trails of Todhunter, Section One, Block A; and

WHEREAS, all submissions and actions necessary under the Subdivision Regulations have been completed and approval was given pending approval by the Monroe Planning Commission on February 18, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The Council of the City of Monroe hereby approves the final plat of The Trails of Todhunter, Section One, Block A, upon receipt of proper bonding, payment of all application review and inspection fees, approval by staff all easement language and the United States Post Office cluster mailboxes.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to approve the final plat at the earliest possible date to allow for lot sales to occur. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor

GRANT OF CONSERVATION EASEMENT

This grant of a Conservation Right and Easement (Agreement) is made this ___ day of _____, 20__, by and between _____, (the "Grantor"), its successors and assigns, having an address at _____ and _____ (the "Grantee"), having an address at _____.

RECITALS

- A. The Grantor Property contains woodlands, streams, animal habitat and natural vegetation (the Protected Property). The Protected Property is described in Exhibit A.
- B. The Grantor and Grantee have the common purpose of conserving the above values of the Protected Property, and preventing the use or development of the Protected Property for any purpose or in any manner which would conflict with these values in accordance with the Conservation Subdivision regulations of the City of Monroe Planning and Zoning Code.
- C. The Grantee is an entity qualified to hold a Conservation Easement in accordance with City of Monroe Planning and Zoning Code Section 1212.06.
- D. Grantor intends, as owner of the Easement Area, to convey to Grantee the right to preserve and protect the conservation values of the Easement Area in perpetuity for conservation and wildlife resources.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, Grantor does hereby grant, give, and convey unto Grantee, and its successors and assigns, a conservation easement as described herein, subject to the term and conditions as follows:

- 1. Purpose: It is the purpose of this Agreement to assure that the Protected Property is maintained in its natural, scenic, open and wooded condition, or the natural state that the Protected Property assumes during the course of ecological succession, as a natural environmental system for the protection and preservation of the biodiversity and ecological resources of the region, restricting all other development.
- 2. Rights reserved by Grantor: Notwithstanding the other provisions herein, Grantor specifically reserves, for Grantor and Grantor's successors and assigns, the following rights:
 - a. Rights Reserved for the Protected Property: Grantor reserves the right to permit the following uses for the Protected Property:
 - i. To construct ponds, plant vegetation, expand and create wetlands, and make other alterations to the Protected Property as may be necessary or advisable to maximize the Purpose as provided in paragraph 1. of this Agreement, as approved in writing by the City of Monroe for such purpose.
 - ii. To construct and maintain walking paths, boardwalks, trails, equestrian paths, and community gardens as approved in writing by the City of Monroe.
 - iii. To permit public access to the Protected Property for outdoor passive recreational purposes.

- iv. To exercise all rights accruing from Grantor's ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in, all uses of the Protected Property that are not expressly prohibited and are not inconsistent with the purpose of this Agreement.
- 3. Prohibited uses: Any activity that is inconsistent with the purpose of this Agreement is prohibited, except that those activities that are customarily engaged in by the City of Monroe, Ohio, including but not limited to the health and safety of persons, flora, fauna or water species, are expressly permitted. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
 - a. **Division**: Any division or subdivision of the Easement Area is prohibited.
 - b. **Commercial, Industrial, or Agricultural Activities**: Commercial, residential development, or industrial activity is prohibited.
 - c. **Construction**: The placement or construction of any man-made modifications such as buildings, structures, fences (except as permitted in Section 3 m.), mobile homes, advertising, billboards, roads, and parking lots is prohibited.
 - d. **Cutting Vegetation**: Any clearing, cutting, or burning of trees, ground cover, or vegetation, or destroying by means of herbicides or pesticides is prohibited, except in the management of those plant species deemed by the State of Ohio to be invasive species. Any control of these species shall be done in consultation and with prior written approval by the City of Monroe, Ohio.
 - e. **Land Surface Alteration**: The removal, filling, or excavation of soil, sand, gravel, rock, minerals, or other materials from the Easement Area, or doing any act that would alter the topography of the Easement Area, is prohibited.
 - f. **Dumping**: Waste, garbage, and unsightly or offensive materials are not permitted and may not be accumulated on the Easement Area.
 - g. **Waters and Wetlands**: Water courses, streams, wetlands, and adjacent riparian areas may not be dredged, straightened, filled, channelized, impeded, diverted, or otherwise altered, except to the extent authorized by the City of Monroe.
 - h. **Recreational Trails and Vehicles**: Recreational uses that disturb or compact the soils or destroy or inhibit growth of vegetation are prohibited unless otherwise approved by the City of Monroe, Ohio. Use of ATVs or other recreational motorized vehicles is prohibited.
 - i. **Utilities**: Construction of utilities on the Easement Area is prohibited. Underground or above-ground utilities may only be constructed if no other alternatives are available and the City has approved the exception.
 - j. **Signs**: No commercial signs shall be permitted. Grantor shall erect and maintain informational and directional signs on the Protected Property as may be reasonably necessary for the use of the Protected Property. The number, size, and content of any such signs are subject to City of Monroe's prior approval. Grantor shall take all reasonable precautions to minimize the damage to vegetation and wildlife habitat when placing, erecting and maintaining signs. Grantee may erect signs on the property; and the Grantor is required to erect signs on the property as it determined necessary by the Grantee to warn the public of hazards (if any), to warn the public of any or all activities prohibited on the Protected Property by the terms of this Agreement, and to identify Grantee.

- k. **Raising of Animals:** No llamas, alpacas, and similar animals; all cattle or animals of the bovine species; all horses, mules, burros, and asses or animals of the equine species; all goats or animals of the caprine species; all swine or animals of the porcine species; all chickens and animals of the galliforme order; and all sheep or members of the ovine family or animal customarily kept by humans for companionship, including but not limited to dogs, cats, birds, rabbits, hamsters, mice, turtles, and the like.
 - l. **Raising of Crops:** Any use for agriculture, including, but not limited to, raising of crops, horticulture, floriculture, and viticulture and the necessary accessory uses for parking, treating or sorting the products is prohibited except for a community garden as defined by the City of Monroe Planning and Zoning Code which does not exceed 2.5 acres in total for the development or as otherwise approved by the City of Monroe.
 - m. **Fences:** No fences except for boundary delineation in accordance with City of Monroe Planning and Zoning Code Regulations or as otherwise approved by the City of Monroe.
 - n. **Other Activities:** Each and every other activity or construction project on the Easement Area which might endanger the conservation values of the Easement Area shall be prohibited.
4. **Rights of Grantee:** To accomplish the purpose of this Agreement, the following rights are conveyed to Grantee by this Agreement:
- a. To preserve and protect the conservation values of the Protected Property;
 - b. To enter upon the Protected Property at all reasonable times in order to monitor the condition of the Protected Property and to monitor Grantor's compliance with the terms of this Agreement, and further to observe and study nature and to make scientific and educational observations and studies in such manner as will not disturb the quiet enjoyment of the Protected Property by anyone lawfully in possession thereof.
 - c. To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Agreement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 5.
5. **Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Agreement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Agreement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fail to begin curing such violation within the 30 day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Agreement or injury to any conservation values protected by this Agreement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its

sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Agreement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6. **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Agreement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Agreement shall be borne by Grantor.
7. **Grantee's Discretion.** Enforcement of the terms of this Agreement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Agreement in the event of any breach of any term of this Agreement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Agreement or of any of Grantee's rights under this Agreement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
8. **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.
9. **Acts Beyond Grantor's Control.** Nothing contained in this Agreement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, trespassers, vandals and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.
10. **Easement in Subsequent Title.** The Grantor agrees that the terms, conditions, restrictions, and purposes of this Agreement will be inserted by Grantor in any subsequent deed, or other legal instrument, by which it divests itself of either the fee simple title to or of the possessory interest in the Protected Property.
11. **Taxes, assessments, costs and liabilities:** Grantor and its successors and assigns shall timely pay and discharge any real estate taxes and assessments validly levied against the Protected Property, including such taxes and assessments, if any, validly levied against the Conservation Easement by competent authorities. Grantor retains all responsibilities and shall

bear all costs and liabilities of any kind relating to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage.

12. **Representations.** Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, no harmful substance has now or ever has been released, generated, treated, stored, used, disposed of, deposited, abandoned or transported in, on, from, or across the Protected Property.
13. **Successors.** The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running with the Property. The terms Grantor and Grantee, wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their successors and assigns, and the above-named Grantee and its successors and assigns.
14. **Recording.** Grantor shall record this Agreement in timely fashion in the Official Records of Butler County, Ohio, and may re-record it at any time as may be required to preserve its rights in this Agreement. . Grantor shall submit a copy of the notarized, recorded, and filed Conservation Easement to the City of Monroe within thirty (30) days of the recording.
15. **Assignment:** This Conservation Easement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization or entity that is agreed to by Grantor and the City of Monroe, and is qualified to acquire and hold conservation easements under Ohio law, and any applicable federal tax law, at the time of transfer. As a condition of such transfer, Grantee shall require that the assignee organization agree in writing to assume all of Grantee's obligations and duties hereunder and to carry out the conservation purposes that this Conservation Easement is intended to advance. Grantee agrees to give written notice to Grantor and the City of Monroe of an assignment at least thirty (30) days prior to the date of such assignment and to furnish promptly to Grantor an executed copy of the Assignment and the Assumption Agreement to be recorded in the official records of Butler County, Ohio. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Conservation Easement or limit its enforceability in any way.
16. **Termination:** This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain.
17. **Unexpected Change in Conditions:** If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. Grantee will then be entitled to compensation in accordance with applicable laws and in proportion to Grantee's interest in the Property at the effective date of this Conservation Easement. In the event of such termination, Grantee shall promptly notify the City of Monroe in writing, and such notice shall include an explanation as to the circumstances underlying the termination.

18. **Eminent Domain:** If the Easement Area is taken, in whole or in part, by power of eminent domain, then Grantee will be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the Easement Area at the effective date of this Conservation Easement.
19. **Severability:** If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.
20. **Successors:** This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Easement Area and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Easement Area shall be bound to all provisions of this Conservation Easement to the same extent as the current parties.

TO HAVE AND TO HOLD unto CITY OF MONROE, OHIO to the use of the Grantee and its successors. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon the Grantor but also their agents and all other successors to them in interest and shall as a servitude running with the above described land.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand at MONROE, OHIO, the _____ day of _____ 20__

Grantor:

By: _____

Its: _____

I do hereby certify that _____ of the _____, personally known to me appeared before me in person, and acknowledged that he/she signed, sealed, and delivered the said Agreement as his/her free and voluntary act, for the uses and purposes therein set forth, this _____ day of _____, 20__ .

Notary Public

ACCEPTANCE

The Grantee, CITY OF MONROE, OHIO does hereby consent to and accept the within Conservation Easement and all obligations imposed thereby this _____ day of _____ 20____.

Grantee:

By: _____

Its: _____

I do hereby certify that _____ of the _____, personally known to me appeared before me in person, and acknowledged that he/she signed, sealed, and delivered the said Agreement as his/her free and voluntary act, for the uses and purposes therein set forth, this _____ day of _____, 20____ .

Notary Public

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING THE OWNER OF 10.4251 ACRES OF LAND IN PART OF LOT #663 AS KNOWN AND DESIGNATED IN ON THE LIST OF LOTS OF THE CITY OF MONROE AND LOCATED BETWEEN THE MIAMIS, IN SECTION 24, TOWN 3, RANGE 3, CITY OF MONROE, BUTLER COUNTY, OHIO, DOES HEREBY ASSENT TO AND ADOPT THE ACCOMPANYING PLAT OF SUBDIVISION TO BE KNOWN AS THE TRAILS OF TODHUNTER, SECTION ONE, BLOCK A AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER, IN ACCORDANCE WITH THE LAWS IN SUCH CASES MADE AND PROVIDED, THE STREETS AND ROADWAYS AS SHOWN ON SAID PLAT, AND DECLARE THE SAME TO BE FREE AND UNENCUMBERED.

THE TITLE ACQUIRED BY: OFFICIAL RECORD 9267, PAGE 1129
OFFICIAL RECORD 9267, PAGE 1134

OWNER: TRAILS OF TODHUNTER, LLC.

NAME: _____

PRINTED NAME: _____

TITLE: _____

STATE OF: _____

COUNTY OF: _____

BE REMEMBERED THAT ON THIS _____ DAY OF _____, 2020, BEFORE THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME TRAILS OF TODHUNTER, LLC, AS REPRESENTED BY _____ ITS _____, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST FORESAID.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

UTILITY EASEMENTS:

EASEMENTS ON SAID PLAT, DESIGNATED AS UTILITY EASEMENTS, ARE PROVIDED FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF POLES, WIRES AND CONDUITS, AND THE NECESSARY ATTACHMENTS IN CONNECTION THEREWITH, FOR THE TRANSMISSION OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER PURPOSES; FOR THE CONSTRUCTION AND MAINTENANCE OF SERVICE AND UNDERGROUND STORM WATER DRAINS, PIPELINES FOR SUPPLYING GAS, WATER, HEAT, AND OTHER PUBLIC OR QUASI-PUBLIC UTILITY FUNCTIONS TOGETHER WITH THE NECESSARY LATERAL CONNECTIONS; THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENTS; AND TO CUT, TRIM, OR REMOVE TREES AND UNDERGROWTH OR OVERHANGING BRANCHES WITHIN SAID EASEMENT OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO 1) REDUCE THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; 2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; 3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITY OR 4) CREATE A HAZARD.

THE ABOVE EASEMENTS ARE ALSO PROVIDED FOR OTHER USES AS DESIGNATED AND SHALL BE USED FOR THE CONSTRUCTION OF STORM WATER DRAINS, OPEN CHANNELS, PUBLIC AND PRIVATE SEWERS, PIPELINES FOR THE SUPPLYING OF WATER, CABLE TELEVISION, AND FOR ANY OTHER PUBLIC OR QUASI-PUBLIC UTILITY OR FUNCTION CONDUCTED, MAINTAINED OR PERFORMED BY ORDINARY METHODS BENEATH OR ABOVE THE SURFACE OF THE GROUND TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS LOTS TO AND FROM SAID EASEMENTS.

DRAINAGE EASEMENTS:

THE CITY OF MONROE DOES NOT ACCEPT ANY DRAINAGE EASEMENTS LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY SHOWN ON THIS PLAT. THE CITY OF MONROE IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREA OF EACH LOT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT. MAINTENANCE OF ALL IMPROVEMENTS WITHIN DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE TRAILS OF TODHUNTER HOA AS PROVIDED FOR IN THE DECLARATION AND IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF MONROE ENGINEER. WITHIN THE EASEMENT AREA, NO STRUCTURE, PLANTING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO RETAIN WHICH MAY OBSTRUCT, RETARD, OR CHANGE THE DIRECTION OF THE WATER FLOW.

DUKE GRANT OF UTILITY EASEMENT:

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE") THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS DESIGNED "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR; (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER. WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

WATER & SEWER NOTES:

IT IS UNDERSTOOD THAT THE CITY OF MONROE WILL NOT BE ABLE TO ISSUE ANY CONNECTION PERMITS OR BUILDING PERMITS UNTIL THE OHIO ENVIRONMENTAL PROTECTION AGENCY (EPA) HAS APPROVED THE PLANS FOR THE PROPOSED EXTENSIONS OF THE PUBLIC WATER AND SEWER SYSTEMS WITHIN THIS SUBDIVISION, UNLESS ON-SITE SYSTEMS ARE PROPOSED AND APPROVED.

ALL BUILDINGS TO BE SERVED BY THE PUBLIC SEWER SYSTEM SHALL BE CONSTRUCTED SO AS TO PROVIDE A MINIMUM OF FOUR (4) FEET OF VERTICAL SEPARATION BETWEEN THE PUBLIC SANITARY SEWER, AT THE POINT OF CONNECTION, AND THE LOWEST BUILDING LEVEL SERVED BY A GRAVITY SEWER CONNECTION. IN ADDITION, SAID BUILDING LEVEL SHALL BE AT LEAST ONE FOOT (1') ABOVE THE LOWEST POINT OF ANY TREATMENT FACILITY OR WASTEWATER PUMPING FACILITY THAT RECEIVES THE DISCHARGE FROM SAID BUILDING. SAID MINIMUM SERVICE LEVELS SHALL BE RECORDED ON THE "AS-BUILT" PLANS FOR THE DEVELOPMENT WHICH WILL BE KEPT ON FILE IN THE OFFICE OF THE BUTLER COUNTY WATER & SEWER DEPARTMENT.

PRIVATE DRIVEWAYS, PARKING LOTS, AND OTHER PAVED AREAS OR STRUCTURES SHOULD NOT BE CONSTRUCTED OVER PRIVATE WATER OR SEWER SERVICE LINES WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN EASEMENT AREAS FOR THE PUBLIC UTILITIES. SHOULD THIS OCCUR, THE PROPERTY OWNER WILL BE HELD RESPONSIBLE FOR THE PROTECTION AND REPAIR OF AND FOR PROVIDING ACCESS TO ANY CURBS, STOPS, METERS, PITS, MANHOLES, CLEANOUTS, ETC. INSTALLED IN CONJUNCTION WITH THESE PRIVATE SERVICE LINES AND FOR ANY DAMAGE OR RESTORATION OF THE PAVED SURFACES OR STRUCTURES THAT MAY RESULT FROM THE FUTURE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF SAID SERVICE LINES AND APPURTENANCES.

EASEMENTS ON SAID PLAT, DESIGNATED AS "SANITARY SEWER EASEMENTS" OR "WATER MAIN EASEMENTS" ARE PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAINS AND APPURTENANCES THERETO NECESSARY TO THE OPERATION THEREOF.

THERE SHALL BE NO PLACEMENT OF MANMADE MODIFICATIONS SUCH AS BUILDINGS, STRUCTURES OR FENCES WITHIN THE PUBLIC WATER MAIN EASEMENTS.

THE BUTLER COUNTY WATER & SEWER DEPARTMENT DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE RELOCATION, REPAIR OR REPLACEMENT OF ANY OTHER UTILITY INSTALLED WITHIN FIVE (5) FEET OF THE CENTERLINE OF ANY SANITARY MAIN SEWER OR WATER MAIN.

SANITARY SEWER LATERALS, WHICH SHALL INCLUDE ALL PIPE AND APPURTENANCES FROM THE BUILDING TO THE PUBLIC SEWER MAIN, AND THE CONNECTION TO THE PUBLIC SEWER MAIN SHALL BE CONSIDERED PRIVATE AND THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN. THE CONNECTION TO THE SEWER WOULD BE ANY PIPING THAT EXTENDS OUT FROM THE MAIN BARREL OF THE SEWER MAIN.

ALL LOTS SHOWN HEREON SHALL BE SERVED BY PUBLIC SANITARY SEWERS AND WATER.

ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

HIGH WATER TABLES ARE APPARENT IN THIS AREA. IF BASEMENTS ARE CONSTRUCTED, IT IS THE RESPONSIBILITY OF THE BUILDER TO TAKE SPECIAL PRECAUTIONS TO INSURE THE BASEMENT STAYS DRY.

BENCHMARK:

FOUND SPIKE ON NORTHWEST CORNER OF PART OF LOT #663 ON TODHUNTER ROAD
ELEVATION = 713.81

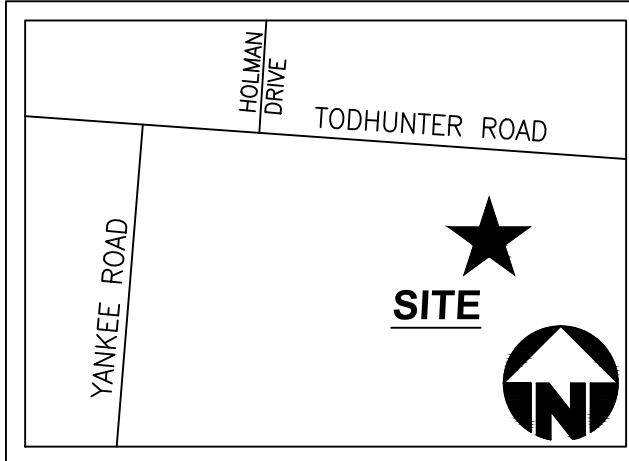
SETBACKS:

FRONTAGE = 65'
FRONT = 40' UNLESS NOTED
SIDE = 10' MINIMUM
20' TOTAL UNLESS NOTED
REAR = 25' UNLESS NOTED

CURVE TABLE					
Curve	Delta	Radius	Length	Chord	
C-1	5°06'58"	275.00'	24.56'	S54°48'57"W	24.55'
C-2	81°13'33"	20.00'	28.35'	S16°45'40"W	26.04'
C-3	81°13'33"	20.00'	28.35'	N64°27'53"W	26.04'
C-4	12°53'23"	275.00'	61.87'	S81°22'02"W	61.74'
C-5	6°28'55"	225.00'	25.45'	S27°05'34"E	25.44'
C-6	28°45'26"	175.00'	87.83'	N20°23'35"E	86.92'
C-7	20°11'54"	175.00'	61.69'	S73°27'47"W	61.37'

LINE TABLE		
Line	Direction	Distance
L-1	S14°36'21"W	254.04'
L-2	S56°33'30"W	93.98'
L-3	N37°44'32"W	128.71'
L-4	S52°15'28"W	45.18'
L-5	S66°08'54"W	50.00'
L-6	S02°11'16"E	125.00'
L-7	N87°48'44"E	72.81'
L-8	N66°08'54"E	55.00'
L-9	S23°51'06"E	18.07'
L-10	S59°39'58"W	135.80'
L-11	S44°23'15"E	190.66'

LINE TABLE		
Line	Direction	Distance
L-12	S77°11'55"E	12.96'
L-13	S03°03'31"E	48.16'
L-14	S48°09'00"W	226.01'
L-15	N15°49'47"W	46.34'
L-16	N06°00'52"E	124.71'
L-17	N83°59'08"W	125.00'
L-18	N06°00'52"E	86.31'
L-19	S55°13'41"E	125.00'
L-20	N51°21'11"E	33.55'
L-21	N02°11'16"W	124.52'



VICINITY MAP
NOT TO SCALE

ENGINEER / SURVEYOR

BAYER BECKER
6900 TYLERSVILLE ROAD, SUITE A
MASON, OHIO 45040
(513) 336-6600

OWNER

TRAILS OF TODHUNTER, LLC
7594 TYLERS PLACE BOULEVARD
WEST CHESTER, OHIO 45069

CITY PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE CITY OF MONROE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2020.

SECRETARY OF MONROE PLANNING COMMISSION

CITY COUNCIL

THIS PLAT WAS APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____, 2020.

CLERK OF MONROE COUNCIL

CITY ENGINEER

THIS PLAT WAS APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, 2020.

ENGINEER FOR THE CITY OF MONROE

ZONING ENFORCEMENT OFFICER

THIS PLAT WAS APPROVED BY THE ZONING ENFORCEMENT OFFICER ON THIS _____ DAY OF _____, 2020.

ENFORCEMENT OFFICER

BUTLER COUNTY BOARD OF HEALTH

THIS PLAT IS SUBJECT TO PRESENT AND FUTURE REGULATIONS OF THE COUNTY BOARD OF HEALTH.

BUTLER COUNTY AUDITOR

ENTERED FOR TRANSFER _____ A.D., 2020.

TRANSFERRED _____ A.D., 2020.

AUDITOR, BUTLER COUNTY, OHIO

DEPUTY

BUTLER COUNTY RECORDER

FILED FOR RECORD _____ AT _____, A.D. 2020.

RECORDED _____ AT _____, A.D. 2020.

OFFICIAL RECORD _____ PAGES _____

RECORDER, BUTLER COUNTY, OHIO

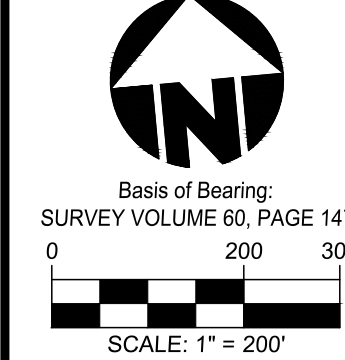
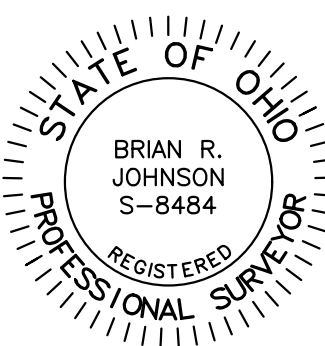
DEPUTY

FILE _____ FEE _____

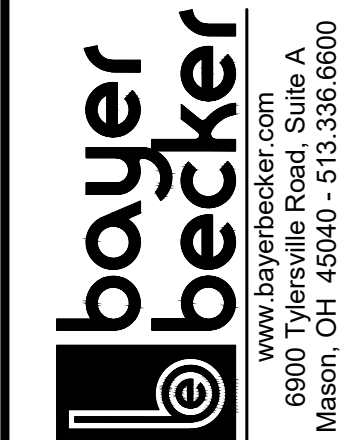
SURVEYOR'S CERTIFICATE:

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE ACCOMPANYING PLAT IS THE CORRECT RETURN OF A SURVEY MADE UNDER MY DIRECTION FOR "THE TRAILS OF TODHUNTER, SECTION ONE, BLOCK A". MONUMENTS ARE SET AND THEIR LOCATION AND SIZE ARE CORRECT AS SHOWN ON THE PLAT, AND THAT THE BUTLER COUNTY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE.

BRIAN R. JOHNSON, P.S.
PROFESSIONAL SURVEYOR #8484
IN THE STATE OF OHIO



THE TRAILS OF TODHUNTER
SECTION ONE, BLOCK A
BETWEEN THE MIAMIS
SECTION 24, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO
RECORD PLAT



Drawing: 18-0096 RP 1-A TITLE

Drawn by: PAH

Checked by: BRJ

Issue Date: 11-20-19

Sheet:

1/2



CURVE TABLE					
Curve	Delta	Radius	Length	Chord	
C-1	5°06'58"	275.00'	24.56'	S54°48'57"W	24.55'
C-2	81°13'33"	20.00'	28.35'	S16°45'40"W	26.04'
C-3	81°13'33"	20.00'	28.35'	N64°27'53"W	26.04'
C-4	12°53'23"	275.00'	61.87'	S81°22'02"W	61.74'
C-5	6°28'55"	225.00'	25.45'	S27°05'34"E	25.44'
C-6	28°45'26"	175.00'	87.83'	N20°23'35"E	86.92'
C-7	20°11'54"	175.00'	61.69'	S73°27'47"W	61.37'

LOT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-8	83°27'10"	20.00'	29.13'	S53°30'36"W 26.62'
C-9	40°28'28"	175.00'	123.62'	S32°01'15"W 121.07'
C-10	4°18'00"	175.00'	12.98'	S85°41'14"W 12.98'
C-11	14°03'13"	225.00'	55.19'	N70°23'27"E 55.05'
C-12	10°23'40"	225.00'	40.82'	N82°38'54"E 40.76'
C-13	13°22'56"	225.00'	52.55'	N81°07'16"E 52.43'
C-14	22°10'19"	225.00'	87.07'	N63°20'38"E 86.53'
C-15	34°47'47"	125.00'	75.91'	N34°51'35"E 74.75'
C-16	102°13'31"	20.00'	35.68'	N33°39'04"W 31.14'

CENTERLINE CURVE TABLE				
Curve	Delta	Radius	Length	Chord
CC-17	47°01'18"	150.00'	123.10'	S28°44'50"W 119.68'
CC-18	35°33'15"	250.00'	155.14'	S70°02'06"W 152.66'
CC-19	13°53'25"	250.00'	60.61'	S59°12'11"W 60.46'
CC-20	21°39'50"	250.00'	94.53'	S76°58'49"W 93.96'
CC-21	24°26'54"	200.00'	85.34'	S75°35'17"W 84.69'

SANITARY LINE TABLE		
Line	Direction	Distance
SL-1	S44°16'06"E	10.87'
SL-2	S45°43'54"W	14.16'
SL-3	S84°43'26"W	226.24'
SL-4	S67°00'54"W	97.94'
SL-5	S18°26'49"W	96.79'
SL-6	S04°39'17"E	68.89'
SL-7	S51°20'12"W	67.95'
SL-8	N38°39'48"W	15.67'
SL-9	S83°59'08"E	9.10'
SL-10	N51°20'12"E	40.24'
SL-11	N04°39'17"W	45.69'
SL-12	S87°36'28"W	20.37'

EASEMENT LINE TABLE		
Line	Direction	Distance
EL-13	S06°00'52"W	12.37'
EL-14	N76°26'18"E	113.50'
EL-15	S74°27'25"E	55.14'
EL-16	N86°16'47"E	82.13'
EL-17	S78°06'04"E	64.60'
EL-18	S58°47'49"E	31.70'
EL-19	N61°14'09"E	95.35'
EL-20	N72°46'27"E	77.92'
EL-21	N59°07'41"W	31.66'
EL-22	N61°14'09"E	19.09'
EL-23	N47°48'13"W	204.69'
EL-24	N77°11'55"W	26.29'
EL-25	S48°09'00"W	25.66'
EL-26	N03°03'31"W	49.13'

EASEMENT LINE TABLE		
Line	Direction	Distance
EL-27	N77°11'55"W	29.38'
EL-28	N47°48'13"W	216.84'
EL-29	S61°14'09"W	54.53'
EL-30	N58°47'49"W	47.97'
EL-31	N78°06'04"W	52.31'
EL-32	S86°16'47"W	83.43'
EL-33	N74°27'25"W	51.55'
EL-34	S76°26'18"W	117.34'
EL-35	N06°00'52"E	42.45'
EL-36	N83°59'08"W	60.00'
EL-37	S06°00'52"W	70.42'
EL-38	N83°59'08"W	59.78'
EL-39	N28°00'08"W	54.32'

EASEMENT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
EC-22	57°20'58"	225.00'	225.21'	N34°41'21"E 215.93'
EC-23	28°35'32"	175.00'	87.33'	S49°04'04"W 86.43'
EC-24	2°17'55"	218.26'	8.76'	S07°26'52"W 8.76'

ACREAGE TABLE:

TOTAL LOTS:	2.3633 AC.
TOTAL OPEN SPACES:	6.5490 AC.
TOTAL RIGHT-OF-WAY:	1.5128 AC.
TOTAL TRAILS OF TODHUNTER, SECTION ONE, BLOCK A:	10.4251 AC.

CENTERLINE LENGTHS:

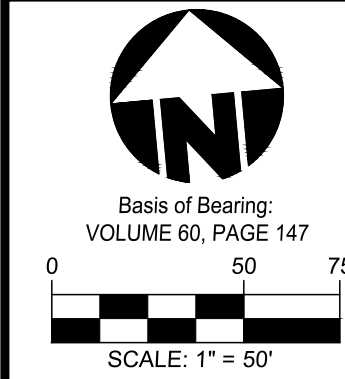
HANFORD LANE:	770.73'
NETTLETON COURT:	41.55'

LEGEND

- Found 5/8" Iron Pin (unless otherwise noted)
- Found Spike
- ⊙ Found Iron Pipe
- Set MAG Nail
- Set MAG Spike
- ⊙ Set 1" Diameter x 30" Long Iron Pin Capped "Bayer Becker"
- R/W=5' Right of Way
- M.R.O.E.=Minimum Rear Opening Elevation
- ▨ -Sanitary Sewer Easement
- ▩ -Drainage Easement
- ▤ -Stream Conservation Easement

NOTE:

OPEN SPACE LOTS 6080, 6081 & 6082 ARE SUBJECT TO A CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORD _____ PAGE _____ OF THE BUTLER COUNTY RECORDER'S OFFICE.



Chk:		Dwn:		Date:		Revision Description:		Item:	
1	PAH	1	BRJ	2-11-20	PAH	1	REVISIONS PER CITY OF MONROE COMMENTS	1	

THE TRAILS OF TODHUNTER
SECTION ONE, BLOCK A
SECTION 24, TOWN 3, RANGE 3
BETWEEN THE MIAMIS
CITY OF MONROE
BUTLER COUNTY, OHIO
RECORD PLAT



Drawing:	18-0096 RP 1-A
Drawn by:	PAH
Checked by:	BRJ
Issue Date:	12-04-19

EMERGENCY ORDINANCE NO. 2020-10

AN ORDINANCE APPROVING A FINAL PLAT FOR THE TRAILS OF TODHUNTER, SECTION ONE, BLOCK B, AND DECLARING AN EMERGENCY.

WHEREAS, Trails of Todhunter LLC has submitted a final plat for construction of The Trails of Todhunter, Section One, Block B; and

WHEREAS, all submissions and actions necessary under the Subdivision Regulations have been completed and approval was given pending approval by the Monroe Planning Commission on February 18, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The Council of the City of Monroe hereby approves the final plat of The Trails of Todhunter, Section One, Block B, upon receipt of proper bonding, payment of all application review and inspection fees, approval by staff all easement language and the United States Post Office cluster mailboxes.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to approve the final plat at the earliest possible date to allow for lot sales to occur. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING THE OWNER OF 14.3553 ACRES OF LAND IN PART OF LOT #663 AS KNOWN AND DESIGNATED ON THE LIST OF LOTS OF THE CITY OF MONROE AND LOCATED BETWEEN THE MIAMIS, IN SECTION 24, TOWN 3, RANGE 3, IN THE CITY OF MONROE, BUTLER COUNTY, OHIO, DOES HEREBY ASSENT TO AND ADOPT THE ACCOMPANYING PLAT OF SUBDIVISION TO BE KNOWN AS THE TRAILS OF TODHUNTER, SECTION ONE, BLOCK B AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER, IN ACCORDANCE WITH THE LAWS IN SUCH CASES MADE AND PROVIDED, THE STREETS AND ROADWAYS AS SHOWN ON SAID PLAT, AND DECLARE THE SAME TO BE FREE AND UNENCUMBERED.

THE TITLE ACQUIRED BY: OFFICIAL RECORD 9267, PAGE 1129
OFFICIAL RECORD 9267, PAGE 1134

OWNER: TRAILS OF TODHUNTER, LLC.

NAME: _____

PRINTED NAME: _____

TITLE: _____

THIS IS AN ACKNOWLEDGEMENT CERTIFICATE; NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER WITH REGARD TO THIS NOTARIAL ACT.

STATE OF: _____

COUNTY OF: _____

BE REMEMBERED THAT ON THIS _____ DAY OF _____, 2020, BEFORE THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME TRAILS OF TODHUNTER, LLC, AS REPRESENTED BY _____, ITS _____, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

UTILITY EASEMENTS:

EASEMENTS ON SAID PLAT, DESIGNATED AS UTILITY EASEMENTS, ARE PROVIDED FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF POLES, WIRES AND CONDUITS, AND THE NECESSARY ATTACHMENTS IN CONNECTION THEREWITH, FOR THE TRANSMISSION OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER PURPOSES; FOR THE CONSTRUCTION AND MAINTENANCE OF SERVICE AND UNDERGROUND STORM WATER DRAINS, PIPELINES FOR SUPPLYING GAS, WATER, HEAT, AND OTHER PUBLIC OR QUASI-PUBLIC UTILITY FUNCTIONS TOGETHER WITH THE NECESSARY LATERAL CONNECTIONS; THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENTS; AND TO CUT, TRIM, OR REMOVE TREES AND UNDERGROWTH OR OVERHANGING BRANCHES WITHIN SAID EASEMENT OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO 1) REDUCE THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; 2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; 3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITY OR 4) CREATE A HAZARD.

THE ABOVE EASEMENTS ARE ALSO PROVIDED FOR OTHER USES AS DESIGNATED AND SHALL BE USED FOR THE CONSTRUCTION OF STORM WATER DRAINS, OPEN CHANNELS, PUBLIC AND PRIVATE SEWERS, PIPELINES FOR THE SUPPLYING OF WATER, CABLE TELEVISION, AND FOR ANY OTHER PUBLIC OR QUASI-PUBLIC UTILITY OR FUNCTION CONDUCTED, MAINTAINED OR PERFORMED BY ORDINARY METHODS BENEATH OR ABOVE THE SURFACE OF THE GROUND TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS LOTS TO AND FROM SAID EASEMENTS.

DRAINAGE EASEMENTS:

THE CITY OF MONROE DOES NOT ACCEPT ANY DRAINAGE EASEMENTS LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY SHOWN ON THIS PLAT. THE CITY OF MONROE IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREA OF EACH LOT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT. MAINTENANCE OF ALL IMPROVEMENTS WITHIN DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE TRAILS OF TODHUNTER HOA AS PROVIDED FOR IN THE DECLARATION AND IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF MONROE ENGINEER. WITHIN THE EASEMENT AREA, NO STRUCTURE, PLANTING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO RETAIN WHICH MAY OBSTRUCT, RETARD, OR CHANGE THE DIRECTION OF THE WATER FLOW.

DUKE GRANT OF UTILITY EASEMENT:

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE") THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS DESIGNED "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR; (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER. WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATEROALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

WATER & SEWER NOTES:

IT IS UNDERSTOOD THAT THE CITY OF MONROE WILL NOT BE ABLE TO ISSUE ANY CONNECTION PERMITS OR BUILDING PERMITS UNTIL THE OHIO ENVIRONMENTAL PROTECTION AGENCY (EPA) HAS APPROVED THE PLANS FOR THE PROPOSED EXTENSIONS OF THE PUBLIC WATER AND SEWER SYSTEMS WITHIN THIS SUBDIVISION, UNLESS ON-SITE SYSTEMS ARE PROPOSED AND APPROVED.

ALL BUILDINGS TO BE SERVED BY THE PUBLIC SEWER SYSTEM SHALL BE CONSTRUCTED SO AS TO PROVIDE A MINIMUM OF FOUR (4) FEET OF VERTICAL SEPARATION BETWEEN THE PUBLIC SANITARY SEWER, AT THE POINT OF CONNECTION, AND THE LOWEST BUILDING LEVEL SERVED BY A GRAVITY SEWER CONNECTION. IN ADDITION, SAID BUILDING LEVEL SHALL BE AT LEAST ONE FOOT (1') ABOVE THE LOWEST POINT OF ANY TREATMENT FACILITY OR WASTEWATER PUMPING FACILITY THAT RECEIVES THE DISCHARGE FROM SAID BUILDING. SAID MINIMUM SERVICE LEVELS SHALL BE RECORDED ON THE "AS-BUILT" PLANS FOR THE DEVELOPMENT WHICH WILL BE KEPT ON FILE IN THE OFFICE OF THE BUTLER COUNTY WATER & SEWER DEPARTMENT.

PRIVATE DRIVEWAYS, PARKING LOTS, AND OTHER PAVED AREAS OR STRUCTURES SHOULD NOT BE CONSTRUCTED OVER PRIVATE WATER OR SEWER SERVICE LINES WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN EASEMENT AREAS FOR THE PUBLIC UTILITIES. SHOULD THIS OCCUR, THE PROPERTY OWNER WILL BE HELD RESPONSIBLE FOR THE PROTECTION AND REPAIR AND FOR PROVIDING ACCESS TO ANY CURB STOPS, METER PITS, MANHOLES, CLEANOUTS, ETC. INSTALLED IN CONJUNCTION WITH THESE PRIVATE SERVICE LINES AND FOR ANY DAMAGE OR RESTORATION OF THE PAVED SURFACES OR STRUCTURES THAT MAY RESULT FROM THE FUTURE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF SAID SERVICE LINES AND APPURTENANCES.

EASEMENTS ON SAID PLAT, DESIGNATED AS "SANITARY SEWER EASEMENTS" OR "WATER MAIN EASEMENTS" ARE PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAINS AND APPURTENANCES THERETO NECESSARY TO THE OPERATION THEREOF.

THERE SHALL BE NO PLACEMENT OF MANMADE MODIFICATIONS SUCH AS BUILDINGS, STRUCTURES OR FENCES WITHIN THE PUBLIC WATER MAIN EASEMENTS.

THE BUTLER COUNTY WATER & SEWER DEPARTMENT DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE RELOCATION, REPAIR OR REPLACEMENT OF ANY OTHER UTILITY INSTALLED WITHIN FIVE (5) FEET OF THE CENTERLINE OF ANY SANITARY MAIN SEWER OR WATER MAIN.

SANITARY SEWER LATERALS, WHICH SHALL INCLUDE ALL PIPE AND APPURTENANCES FROM THE BUILDING TO THE PUBLIC SEWER MAIN, AND THE CONNECTION TO THE PUBLIC SEWER MAIN SHALL BE CONSIDERED PRIVATE AND THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN. THE CONNECTION TO THE SEWER WOULD BE ANY PIPING THAT EXTENDS OUT FROM THE MAIN BARREL OF THE SEWER MAIN.

ALL LOTS SHOWN HEREON SHALL BE SERVED BY PUBLIC SANITARY SEWERS AND WATER.

ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

HIGH WATER TABLES ARE APPARENT IN THIS AREA. IF BASEMENTS ARE CONSTRUCTED, IT IS THE RESPONSIBILITY OF THE BUILDER TO TAKE SPECIAL PRECAUTIONS TO INSURE THE BASEMENT STAYS DRY.

BENCHMARK:

FOUND SPIKE ON NORTHWEST CORNER OF PART OF LOT #663 ON TODHUNTER ROAD
ELEVATION = 713.81

SETBACKS:

FRONTAGE = 65'
FRONT = 40' UNLESS NOTED
SIDE = 10' MINIMUM
20' TOTAL UNLESS NOTED
REAR = 25' UNLESS NOTED

CURVE TABLE

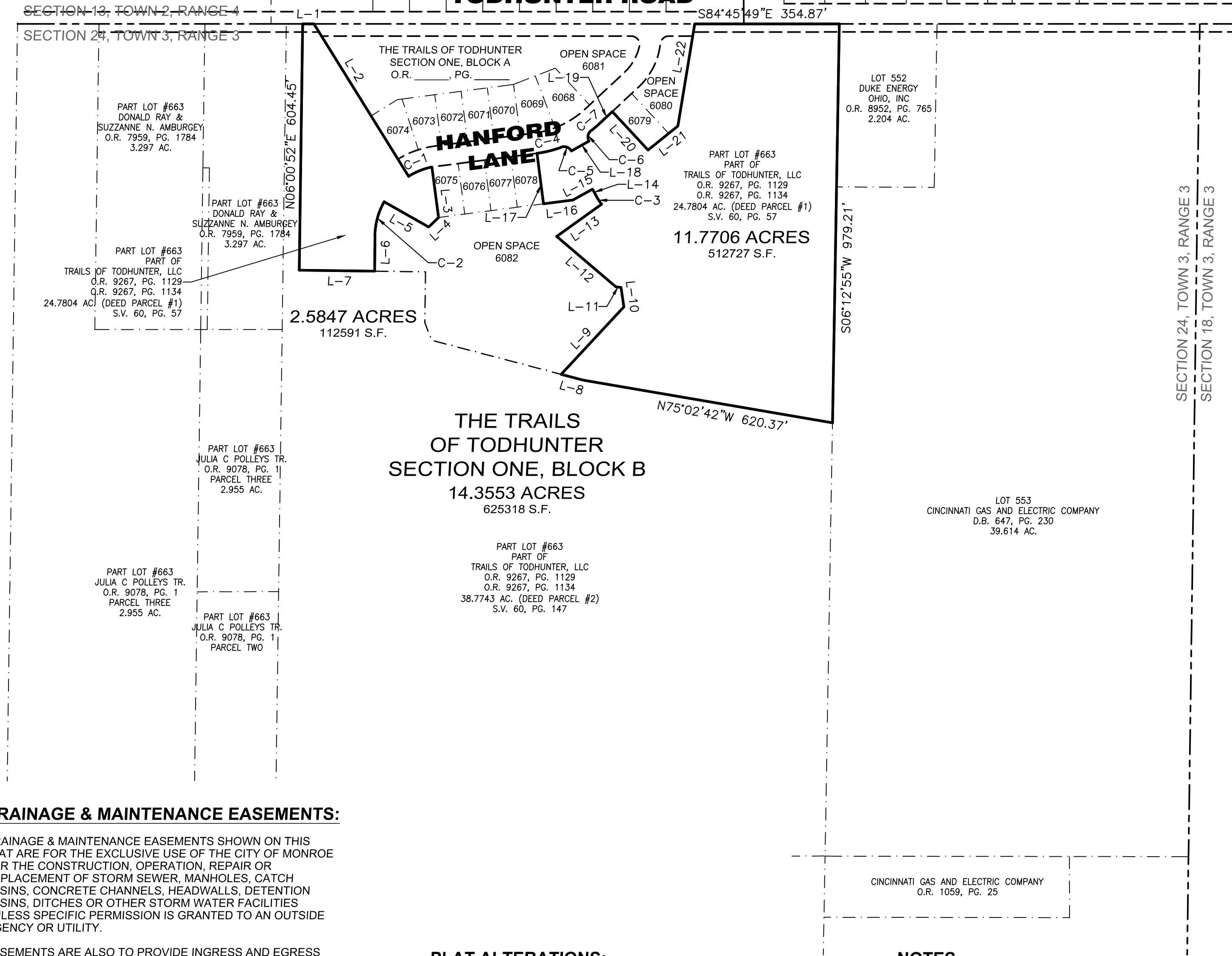
Curve	Delta	Radius	Length	Chord
C-1	20°11'54"	175.00'	61.69'	N73°27'47"E 61.37'
C-2	28°45'26"	175.00'	87.83'	S20°23'35"W 86.92'
C-3	6°28'55"	225.00'	25.45'	N27°05'34"W 25.44'
C-4	12°53'23"	275.00'	61.87'	N81°22'02"E 61.74'
C-5	81°13'33"	20.00'	28.35'	S64°27'53"E 26.04'
C-6	81°13'33"	20.00'	28.35'	N16°45'40"E 26.04'
C-7	5°06'58"	275.00'	24.56'	N54°48'57"E 24.55'

LINE TABLE

Line	Direction	Distance
L-1	S84°45'49"E	27.76'
L-2	S26°38'10"E	440.83'
L-3	S02°11'16"E	124.52'
L-4	S51°21'11"W	33.55'
L-5	N55°13'41"W	125.00'
L-6	S06°00'52"W	86.31'
L-7	N83°59'08"W	185.00'
L-8	N70°03'36"W	56.50'
L-9	N48°09'00"E	226.01'
L-10	N03°03'31"W	48.16'
L-11	N77°11'55"W	12.96'

LINE TABLE

Line	Direction	Distance
L-12	N44°23'15"W	190.66'
L-13	N59°39'58"E	135.80'
L-14	N23°51'06"W	18.07'
L-15	S66°08'54"W	55.00'
L-16	S87°48'44"W	72.81'
L-17	N02°11'16"W	125.00'
L-18	N66°08'54"E	50.00'
L-19	N52°15'28"E	45.18'
L-20	S37°44'32"E	128.71'
L-21	N56°33'30"E	93.98'
L-22	N14°36'21"E	254.04'



DRAINAGE & MAINTENANCE EASEMENTS:

DRAINAGE & MAINTENANCE EASEMENTS SHOWN ON THIS PLAT ARE FOR THE EXCLUSIVE USE OF THE CITY OF MONROE FOR THE CONSTRUCTION, OPERATION, REPAIR OR REPLACEMENT OF STORM SEWER, MANHOLES, CATCH BASINS, CONCRETE CHANNELS, HEADWALLS, DETENTION BASINS, DITCHES OR OTHER STORM WATER FACILITIES. UNLESS SPECIFIC PERMISSION IS GRANTED TO AN OUTSIDE AGENCY OR UTILITY.

EASEMENTS ARE ALSO TO PROVIDE INGRESS AND EGRESS FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH.

NO ENCROACHMENTS, BUILDINGS, SHEDS, DECKS, PLAYGROUND OR SWING SETS, OR OTHER STRUCTURES, SHALL BE PERMITTED WITHIN THE DRAINAGE & MAINTENANCE EASEMENT.

STREAM CONSERVATION EASEMENT:

THE AREA IN THE STREAM CONSERVATION EASEMENT CONTAINS A STREAM THAT HAS BEEN IDENTIFIED AS A JURISDICTIONAL WATERWAY OF THE UNITED STATES AND IS PROTECTED UNDER THE FEDERAL CLEAN WATER ACT. THE CONSERVATION EASEMENT SHOWN HEREON RESTRICTS DISTURBANCE AND USE OF THE AREA. NATURAL WATER COURSES AND ADJACENT RIPARIAN BUFFERS MAY NOT BE DREDGED, STRAIGHTENED, FILLED, CHANNELIZED, IMPEDED, DIVERTED OR OTHERWISE ALTERED IN THE CONSERVATION AREA. OTHER THAN AS PART OF ACTIVITIES THAT ARE AUTHORIZED BY THE NATIONWIDE PERMIT PROGRAM REGULATED BY THE ARMY CORPS OF ENGINEERS, THERE SHALL BE NO CLEARING, DISTURBANCE OF EXISTING VEGETATION OR PLACEMENT OF MANMADE MODIFICATIONS SUCH AS BUILDINGS, STRUCTURES AND FENCES WITHIN CONSERVATION AREA EXCEPT AS APPROVED BY THE ARMY CORPS OF ENGINEERS.

MINIMUM OPENING ELEVATIONS

ON ANY LOTS WITH AN IDENTIFIED MINIMUM OPENING ELEVATION (M.O.E.), NO DOOR, WINDOW, VENT, OR OTHER OPENING THROUGH THE WALL OF ANY STRUCTURE MAY BE LOCATED BELOW THE MINIMUM ELEVATION NOTED ON THE AFFECTED LOT(S). IF THE BASEMENT FLOOR IS BELOW THE NOTED ELEVATION, IT IS THE RESPONSIBILITY OF THE BUILDER TO PROVIDE A SUMP WELL AND SUMP PUMP, WHICH SHALL DISCHARGE ON THE LOT AT OR ABOVE THE NOTED ELEVATION.

PLAT ALTERATIONS:

ANY CHANGE TO OR ALTERATION OF THIS PLAT, INCLUDING THE SPLITTING OF ANY LOT TO CREATE A NEW BUILDING SITE, SHALL REQUIRE PLANNING COMMISSION APPROVAL AS A REPLAT.

STREET CONSTRUCTION:

THE STREETS AS SHOWN IN THIS SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY OF MONROE ENGINEER. THE STREETS SHALL BE CONSTRUCTED, WITH THE EXCEPTION OF TOP COURSE, WITHIN ONE YEAR AND SHALL BE MAINTAINED AND KEPT IN REPAIR FOR A PERIOD OF ONE YEAR FROM THE DATE THE CONSTRUCTED STREETS ARE APPROVED AND ACCEPTED BY THE CITY OF MONROE ENGINEER. THE SURFACE COURSE AND TACK COAT ARE TO BE APPLIED NO SOONER THAN NINE MONTHS AFTER THE LEVELING COURSE AND FIFTY PERCENT OF THE HOMES ARE COMPLETED. IF AFTER TWO YEARS, FIFTY PERCENT OF THE HOMES HAVE NOT BEEN COMPLETED, THEN THE TOP COURSE MAY BE APPLIED.

PARCEL NUMBER C1800-004-000-036

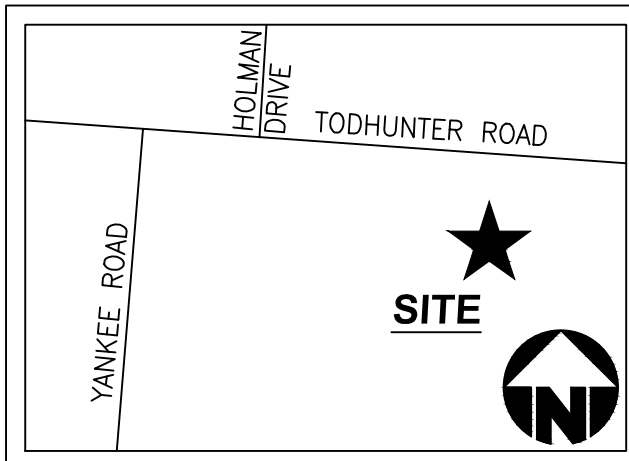
DEED REFERENCE: OFFICIAL RECORD 9267, PAGE 1129
OFFICIAL RECORD 9267, PAGE 1134

ORIGINAL ACRES: 24.7804 ACRES
THE TRAILS OF TODHUNTER, SECTION ONE, BLOCK A: 10.4251 ACRES
REMAINING ACRES: 14.3553 ACRES

SECTION ONE, BLOCK B: 14.3553 ACRES
REMAINING ACRES: 0.0000 ACRES

NOTES

- BASIS OF BEARING: SURVEY VOLUME 60, PAGE 147
- PRIOR DEED REFERENCE: OFFICIAL RECORD 9267, PAGE 1129
OFFICIAL RECORD 9267, PAGE 1134
- LINE OF OCCUPATION WHERE THEY EXIST GENERALLY AGREE WITH BOUNDARY LINES UNLESS OTHERWISE SHOWN ON PLAT.
- ALL EXISTING MONUMENTS ARE IN GOOD CONDITION UNLESS OTHERWISE SHOWN.
- ALL DOCUMENTS USED AS SHOWN.
- ALL MONUMENTS WILL BE SET AS SHOWN.
- TYPICAL FIVE (5) FOOT PRIVATE DRAINAGE EASEMENT PROVIDED ON BOTH SIDES OF EVERY LOT LINE, INSIDE THE PLATTED AREA, NOT PRESENTLY LABELED WITH AN EASEMENT.
- REFERENCES: PLAT BOOK 21, PAGE 28
PLAT ENVELOPE 335-D
SURVEY VOLUME 25, PAGE 81
SURVEY VOLUME 25, PAGE 171
SURVEY VOLUME 26, PAGE 221
SURVEY VOLUME 37, PAGE 108
SURVEY VOLUME 60, PAGE 57
SURVEY VOLUME 60, PAGE 147
OFFICIAL RECORD 9267, PAGE 1129
OFFICIAL RECORD 9267, PAGE 1134
OFFICIAL RECORD 9345, PAGE 119
OFFICIAL RECORD 9345, PAGE 123
OFFICIAL RECORD _____, PAGE _____



VICINITY MAP
NOT TO SCALE

ENGINEER / SURVEYOR

BAYER BECKER
6900 TYLERSVILLE ROAD, SUITE A
MASON, OHIO 45040
(513) 336-6600

OWNER

TRAILS OF TODHUNTER, LLC
7594 TYLERS PLACE BOULEVARD
WEST CHESTER, OHIO 45069

CITY PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE CITY OF MONROE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2020.

SECRETARY OF MONROE PLANNING COMMISSION

CITY COUNCIL

THIS PLAT WAS APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____, 2020.

CLERK OF MONROE COUNCIL

CITY ENGINEER

THIS PLAT WAS APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, 2020.

ENGINEER FOR THE CITY OF MONROE

ZONING ENFORCEMENT OFFICER

THIS PLAT WAS APPROVED BY THE ZONING ENFORCEMENT OFFICER ON THIS _____ DAY OF _____, 2020.

ENFORCEMENT OFFICER

BUTLER COUNTY BOARD OF HEALTH

THIS PLAT IS SUBJECT TO PRESENT AND FUTURE REGULATIONS OF THE COUNTY BOARD OF HEALTH.

BUTLER COUNTY AUDITOR

ENTERED FOR TRANSFER _____ A.D., 2020.

TRANSFERRED _____ A.D., 2020.

AUDITOR, BUTLER COUNTY, OHIO _____ BY: _____
DEPUTY

BUTLER COUNTY RECORDER

FILED FOR RECORD _____ AT _____, A.D. 2020.

RECORDED _____ AT _____, A.D. 2020.

OFFICIAL RECORD _____ PAGES _____

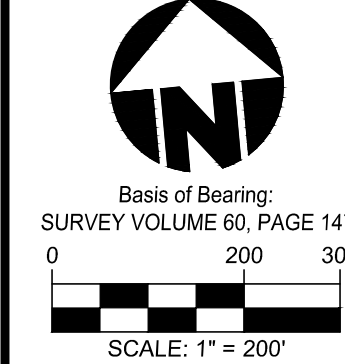
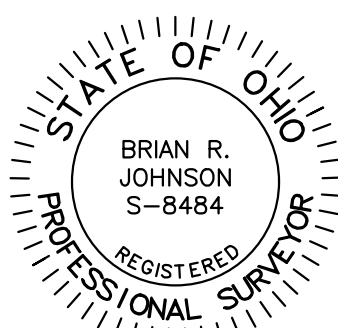
RECORDER, BUTLER COUNTY, OHIO _____ BY: _____
DEPUTY

FILE _____ FEE _____

SURVEYOR'S CERTIFICATE:

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE ACCOMPANYING PLAT IS THE CORRECT RETURN OF A SURVEY MADE UNDER MY DIRECTION FOR THE TRAILS OF TODHUNTER, SECTION ONE, BLOCK B. MONUMENTS ARE SET AND THEIR LOCATION AND SIZE ARE CORRECT AS SHOWN ON THE PLAT, AND THAT THE BUTLER COUNTY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE.

BRIAN R. JOHNSON, P.S.
PROFESSIONAL SURVEYOR #8484
IN THE STATE OF OHIO



CITY PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE CITY OF MONROE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2020.

SECRETARY OF MONROE PLANNING COMMISSION

CITY COUNCIL

THIS PLAT WAS APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____, 2020.

CLERK OF MONROE COUNCIL

CITY ENGINEER

THIS PLAT WAS APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, 2020.

ENGINEER FOR THE CITY OF MONROE

ZONING ENFORCEMENT OFFICER

THIS PLAT WAS APPROVED BY THE ZONING ENFORCEMENT OFFICER ON THIS _____ DAY OF _____, 2020.

ENFORCEMENT OFFICER

BUTLER COUNTY BOARD OF HEALTH

THIS PLAT IS SUBJECT TO PRESENT AND FUTURE REGULATIONS OF THE COUNTY BOARD OF HEALTH.

BUTLER COUNTY AUDITOR

ENTERED FOR TRANSFER _____ A.D., 2020.

TRANSFERRED _____ A.D., 2020.

AUDITOR, BUTLER COUNTY, OHIO _____ BY: _____
DEPUTY

BUTLER COUNTY RECORDER

FILED FOR RECORD _____ AT _____, A.D. 2020.

RECORDED _____ AT _____, A.D. 2020.

OFFICIAL RECORD _____ PAGES _____

RECORDER, BUTLER COUNTY, OHIO _____ BY: _____
DEPUTY

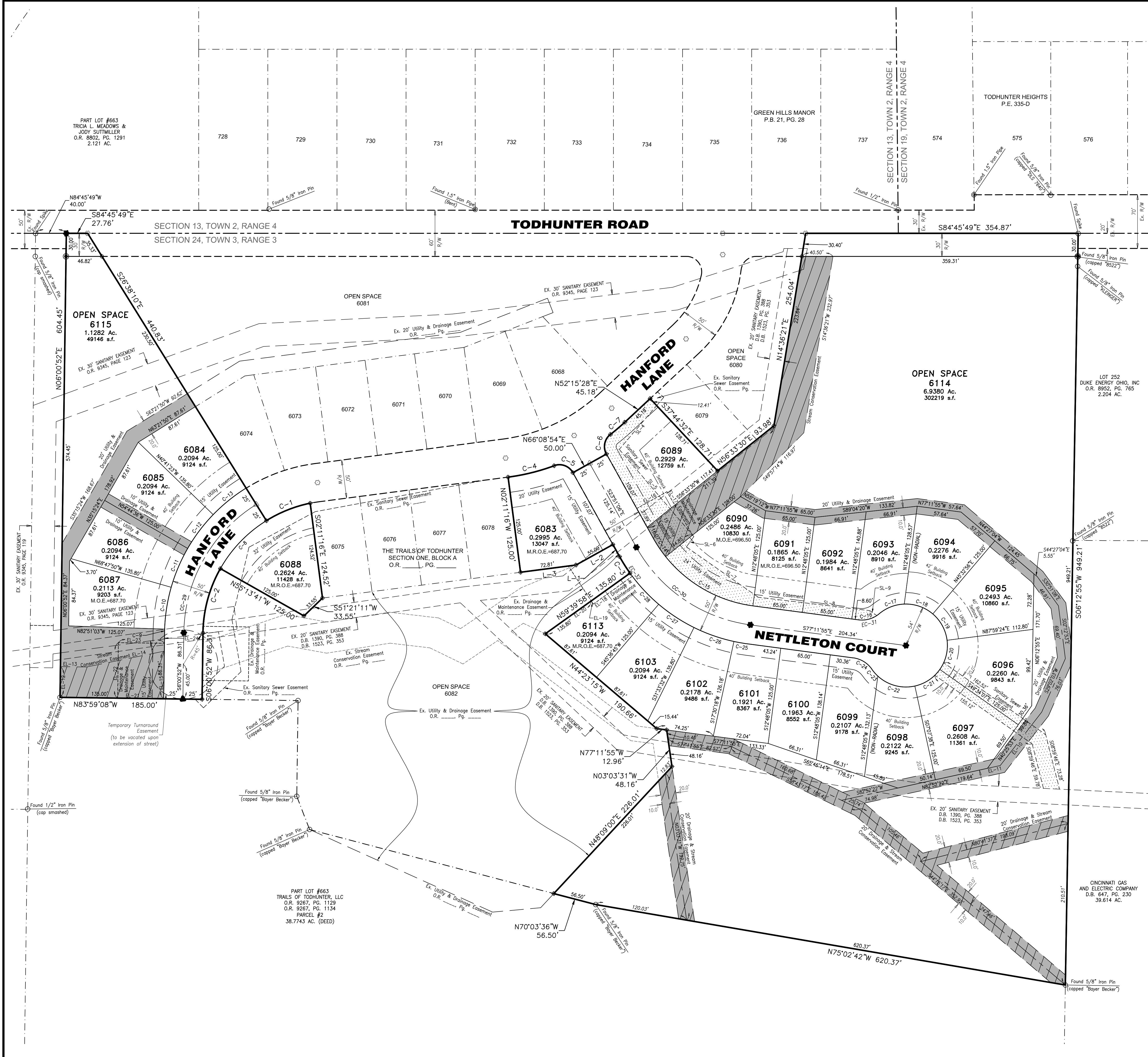
FILE _____ FEE _____

SURVEYOR'S CERTIFICATE:

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE ACCOMPANYING PLAT IS THE CORRECT RETURN OF A SURVEY MADE UNDER MY DIRECTION FOR THE TRAILS OF TODHUNTER, SECTION ONE, BLOCK B. MONUMENTS ARE SET AND THEIR LOCATION AND SIZE ARE CORRECT AS SHOWN ON THE PLAT, AND THAT THE BUTLER COUNTY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE.

BRIAN R. JOHNSON, P.S.
PROFESSIONAL SURVEYOR #8484
IN THE STATE OF OHIO

1/2



CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	20°11'54"	175.00'	61.69'	N73°27'47"E 61.37'
C-2	28°45'26"	175.00'	87.83'	S20°23'35"W 86.92'
C-3	6°28'55"	225.00'	25.45'	N27°05'34"W 25.44'
C-4	12°53'23"	275.00'	61.87'	N81°22'02"E 61.74'
C-5	81°13'33"	20.00'	28.35'	S64°27'53"E 26.04'
C-6	81°13'33"	20.00'	28.35'	N16°45'40"E 26.04'
C-7	5°06'58"	275.00'	24.56'	N54°48'57"E 24.55'

LOT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-8	28°35'32"	175.00'	87.33'	S49°04'04"W 86.43'
C-9	1°08'05"	225.00'	4.46'	N08°34'55"E 4.46'
C-10	14°03'13"	225.00'	55.19'	N14°10'34"E 55.05'
C-11	14°03'13"	225.00'	55.19'	N28°13'47"E 55.05'
C-12	14°03'13"	225.00'	55.19'	N42°17'00"E 55.05'
C-13	14°03'13"	225.00'	55.19'	N56°20'14"E 55.05'
C-14	9°35'24"	175.00'	29.29'	S28°38'48"E 29.26'
C-15	43°45'25"	175.00'	133.65'	S55°19'12"E 130.42'
C-16	47°36'41"	35.00'	29.08'	N78°59'45"E 28.25'
C-17	37°39'17"	54.00'	35.49'	N74°01'03"E 34.85'
C-18	42°42'14"	54.00'	40.25'	S65°48'11"E 39.32'
C-19	42°26'29"	54.00'	40.00'	S23°13'50"E 39.09'
C-20	42°26'29"	54.00'	40.00'	S19°12'39"W 39.09'
C-21	42°26'29"	54.00'	40.00'	S61°39'08"W 39.09'
C-22	55°04'58"	54.00'	51.91'	N68°35'09"W 49.94'
C-23	12°22'26"	54.00'	11.74'	N35°48'57"W 11.72'
C-24	47°36'41"	35.00'	29.08'	N53°23'35"W 28.25'
C-25	44°21'33"	225.00'	18.47'	N74°50'48"W 18.47'
C-26	14°03'13"	225.00'	55.19'	N65°28'05"W 55.05'
C-27	14°03'13"	225.00'	55.19'	N51°24'52"W 55.05'
C-28	14°03'13"	225.00'	55.19'	N37°21'38"W 55.05'

CENTERLINE CURVE TABLE				
Curve	Delta	Radius	Length	Chord
CC-29	57°20'58"	200.00'	200.19'	S34°41'21"W 191.93'
CC-30	53°20'49"	200.00'	186.22'	S50°31'31"E 179.56'

EASEMENT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
EC-31	41°08'32"	35.00'	25.13'	N82°13'49"E 24.60'
EC-32	1°16'24"	225.00'	5.00'	S30°58'14"E 5.00'

LINE TABLE		
Line	Direction	Distance
L-1	N23°51'06"W	18.07'
L-2	S66°08'54"W	55.00'
L-3	S87°48'44"W	72.81'

SANITARY LINE TABLE		
Line	Direction	Distance
SL-4	S45°43'54"W	75.01'
SL-5	S35°16'36"E	149.52'
SL-6	S41°13'52"W	16.62'
SL-7	S49°46'06"E	114.25'
SL-8	S77°54'02"E	146.36'
SL-9	S49°34'07"E	11.17'

EASEMENT LINE TABLE		
Line	Direction	Distance
EL-10	S43°01'26"W	88.27'
EL-11	S82°52'22"W	16.98'
EL-12	N06°00'52"E	40.00'
EL-13	N83°59'08"W	34.10'
EL-14	S83°43'56"W	103.26'
EL-15	S06°00'52"W	61.97'
EL-16	N66°08'54"E	45.00'
EL-17	S25°18'17"E	65.66'
EL-18	S59°39'58"W	62.46'
EL-19	N28°00'08"W	5.00'
EL-20	S59°39'58"W	73.60'
EL-21	N83°59'08"W	60.00'
EL-22	N06°00'52"E	72.27'
EL-23	N83°59'08"W	60.00'
EL-24	S06°00'52"W	14.04'

NOTE:

OPEN SPACE LOTS 6114 & 6115 ARE SUBJECT TO A CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORD PAGE _____ OF THE BUTLER COUNTY RECORDER'S OFFICE.

ACREAGE TABLE:

TOTAL LOTS:	4.9440 AC.
TOTAL OPEN SPACES:	8.0662 AC.
TOTAL RIGHT-OF-WAY:	1.3451 AC.
TOTAL TRAILS OF TODHUNTER, SECTION ONE, BLOCK B:	14.3553 AC.

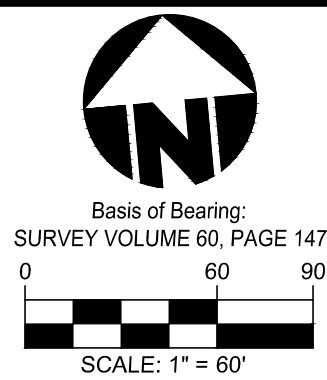
CENTERLINE LENGTHS:

HANFORD LANE:	286.50'
NETTLETON COURT:	515.70'

LEGEND

- Found 5/8" Iron Pin (unless otherwise noted)
- Found Spike
- Found MAG Nail
- Found Iron Pipe
- Found MAG Spike
- Found 1" Iron Pin Capped "Bayer Becker"
- Set MAG Nail
- Set MAG Spike
- Set 1" Diameter x 30" Long Iron Pin Capped "Bayer Becker"
- R/W - Ex Right of Way
- M.O.E. - Minimum Opening Elevation
- M.R.O.E. - Minimum Rear Opening Elevation

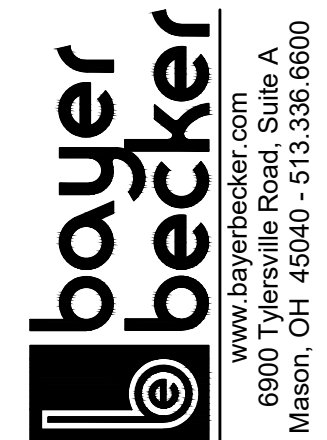
- Sanitary Sewer Easement
- Drainage Easement
- Stream Conservation Easement



Basis of Bearing:
SURVEY VOLUME 60, PAGE 147
0 60 90
SCALE: 1" = 60'

Date	Chk:	Drawn:	Item	Revision Description
2-11-20	PAH	BRJ	1	REVISIONS PER CITY OF MONROE COMMENTS
3-13-20	TAC		2	REVISIONS PER CITY OF MONROE COMMENTS

THE TRAILS OF TODHUNTER
SECTION ONE, BLOCK B
SECTION 24, TOWN 3, RANGE 3
BETWEEN THE MIAMIS
CITY OF MONROE
BUTLER COUNTY, OHIO
RECORD PLAT



Drawing:	18-0096 RP 1-B
Drawn by:	PAH
Checked by:	BRJ
Issue Date:	12-20-19
Sheet:	

GRANT OF CONSERVATION EASEMENT

This grant of a Conservation Right and Easement (Agreement) is made this ___ day of _____, 20__, by and between _____, (the "Grantor"), its successors and assigns, having an address at _____ and _____ (the "Grantee"), having an address at _____.

RECITALS

- A. The Grantor Property contains woodlands, streams, animal habitat and natural vegetation (the Protected Property). The Protected Property is described in Exhibit A.
- B. The Grantor and Grantee have the common purpose of conserving the above values of the Protected Property, and preventing the use or development of the Protected Property for any purpose or in any manner which would conflict with these values in accordance with the Conservation Subdivision regulations of the City of Monroe Planning and Zoning Code.
- C. The Grantee is an entity qualified to hold a Conservation Easement in accordance with City of Monroe Planning and Zoning Code Section 1212.06.
- D. Grantor intends, as owner of the Easement Area, to convey to Grantee the right to preserve and protect the conservation values of the Easement Area in perpetuity for conservation and wildlife resources.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, Grantor does hereby grant, give, and convey unto Grantee, and its successors and assigns, a conservation easement as described herein, subject to the term and conditions as follows:

- 1. Purpose: It is the purpose of this Agreement to assure that the Protected Property is maintained in its natural, scenic, open and wooded condition, or the natural state that the Protected Property assumes during the course of ecological succession, as a natural environmental system for the protection and preservation of the biodiversity and ecological resources of the region, restricting all other development.
- 2. Rights reserved by Grantor: Notwithstanding the other provisions herein, Grantor specifically reserves, for Grantor and Grantor's successors and assigns, the following rights:
 - a. Rights Reserved for the Protected Property: Grantor reserves the right to permit the following uses for the Protected Property:
 - i. To construct ponds, plant vegetation, expand and create wetlands, and make other alterations to the Protected Property as may be necessary or advisable to maximize the Purpose as provided in paragraph 1. of this Agreement, as approved in writing by the City of Monroe for such purpose.
 - ii. To construct and maintain walking paths, boardwalks, trails, equestrian paths, and community gardens as approved in writing by the City of Monroe.
 - iii. To permit public access to the Protected Property for outdoor passive recreational purposes.

- iv. To exercise all rights accruing from Grantor's ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in, all uses of the Protected Property that are not expressly prohibited and are not inconsistent with the purpose of this Agreement.
- 3. Prohibited uses: Any activity that is inconsistent with the purpose of this Agreement is prohibited, except that those activities that are customarily engaged in by the City of Monroe, Ohio, including but not limited to the health and safety of persons, flora, fauna or water species, are expressly permitted. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
 - a. **Division**: Any division or subdivision of the Easement Area is prohibited.
 - b. **Commercial, Industrial, or Agricultural Activities**: Commercial, residential development, or industrial activity is prohibited.
 - c. **Construction**: The placement or construction of any man-made modifications such as buildings, structures, fences (except as permitted in Section 3 m.), mobile homes, advertising, billboards, roads, and parking lots is prohibited.
 - d. **Cutting Vegetation**: Any clearing, cutting, or burning of trees, ground cover, or vegetation, or destroying by means of herbicides or pesticides is prohibited, except in the management of those plant species deemed by the State of Ohio to be invasive species. Any control of these species shall be done in consultation and with prior written approval by the City of Monroe, Ohio.
 - e. **Land Surface Alteration**: The removal, filling, or excavation of soil, sand, gravel, rock, minerals, or other materials from the Easement Area, or doing any act that would alter the topography of the Easement Area, is prohibited.
 - f. **Dumping**: Waste, garbage, and unsightly or offensive materials are not permitted and may not be accumulated on the Easement Area.
 - g. **Waters and Wetlands**: Water courses, streams, wetlands, and adjacent riparian areas may not be dredged, straightened, filled, channelized, impeded, diverted, or otherwise altered, except to the extent authorized by the City of Monroe.
 - h. **Recreational Trails and Vehicles**: Recreational uses that disturb or compact the soils or destroy or inhibit growth of vegetation are prohibited unless otherwise approved by the City of Monroe, Ohio. Use of ATVs or other recreational motorized vehicles is prohibited.
 - i. **Utilities**: Construction of utilities on the Easement Area is prohibited. Underground or above-ground utilities may only be constructed if no other alternatives are available and the City has approved the exception.
 - j. **Signs**: No commercial signs shall be permitted. Grantor shall erect and maintain informational and directional signs on the Protected Property as may be reasonably necessary for the use of the Protected Property. The number, size, and content of any such signs are subject to City of Monroe's prior approval. Grantor shall take all reasonable precautions to minimize the damage to vegetation and wildlife habitat when placing, erecting and maintaining signs. Grantee may erect signs on the property; and the Grantor is required to erect signs on the property as it determined necessary by the Grantee to warn the public of hazards (if any), to warn the public of any or all activities prohibited on the Protected Property by the terms of this Agreement, and to identify Grantee.

- k. **Raising of Animals:** No llamas, alpacas, and similar animals; all cattle or animals of the bovine species; all horses, mules, burros, and asses or animals of the equine species; all goats or animals of the caprine species; all swine or animals of the porcine species; all chickens and animals of the galliforme order; and all sheep or members of the ovine family or animal customarily kept by humans for companionship, including but not limited to dogs, cats, birds, rabbits, hamsters, mice, turtles, and the like.
 - l. **Raising of Crops:** Any use for agriculture, including, but not limited to, raising of crops, horticulture, floriculture, and viticulture and the necessary accessory uses for parking, treating or sorting the products is prohibited except for a community garden as defined by the City of Monroe Planning and Zoning Code which does not exceed 2.5 acres in total for the development or as otherwise approved by the City of Monroe.
 - m. **Fences:** No fences except for boundary delineation in accordance with City of Monroe Planning and Zoning Code Regulations or as otherwise approved by the City of Monroe.
 - n. **Other Activities:** Each and every other activity or construction project on the Easement Area which might endanger the conservation values of the Easement Area shall be prohibited.
4. **Rights of Grantee:** To accomplish the purpose of this Agreement, the following rights are conveyed to Grantee by this Agreement:
- a. To preserve and protect the conservation values of the Protected Property;
 - b. To enter upon the Protected Property at all reasonable times in order to monitor the condition of the Protected Property and to monitor Grantor's compliance with the terms of this Agreement, and further to observe and study nature and to make scientific and educational observations and studies in such manner as will not disturb the quiet enjoyment of the Protected Property by anyone lawfully in possession thereof.
 - c. To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Agreement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 5.
5. **Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Agreement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Agreement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fail to begin curing such violation within the 30 day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Agreement or injury to any conservation values protected by this Agreement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its

sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Agreement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6. **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Agreement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Agreement shall be borne by Grantor.
7. **Grantee's Discretion.** Enforcement of the terms of this Agreement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Agreement in the event of any breach of any term of this Agreement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Agreement or of any of Grantee's rights under this Agreement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
8. **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.
9. **Acts Beyond Grantor's Control.** Nothing contained in this Agreement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, trespassers, vandals and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.
10. **Easement in Subsequent Title.** The Grantor agrees that the terms, conditions, restrictions, and purposes of this Agreement will be inserted by Grantor in any subsequent deed, or other legal instrument, by which it divests itself of either the fee simple title to or of the possessory interest in the Protected Property.
11. **Taxes, assessments, costs and liabilities:** Grantor and its successors and assigns shall timely pay and discharge any real estate taxes and assessments validly levied against the Protected Property, including such taxes and assessments, if any, validly levied against the Conservation Easement by competent authorities. Grantor retains all responsibilities and shall

bear all costs and liabilities of any kind relating to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage.

12. **Representations.** Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, no harmful substance has now or ever has been released, generated, treated, stored, used, disposed of, deposited, abandoned or transported in, on, from, or across the Protected Property.
13. **Successors.** The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running with the Property. The terms Grantor and Grantee, wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their successors and assigns, and the above-named Grantee and its successors and assigns.
14. **Recording.** Grantor shall record this Agreement in timely fashion in the Official Records of Butler County, Ohio, and may re-record it at any time as may be required to preserve its rights in this Agreement. . Grantor shall submit a copy of the notarized, recorded, and filed Conservation Easement to the City of Monroe within thirty (30) days of the recording.
15. **Assignment:** This Conservation Easement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization or entity that is agreed to by Grantor and the City of Monroe, and is qualified to acquire and hold conservation easements under Ohio law, and any applicable federal tax law, at the time of transfer. As a condition of such transfer, Grantee shall require that the assignee organization agree in writing to assume all of Grantee's obligations and duties hereunder and to carry out the conservation purposes that this Conservation Easement is intended to advance. Grantee agrees to give written notice to Grantor and the City of Monroe of an assignment at least thirty (30) days prior to the date of such assignment and to furnish promptly to Grantor an executed copy of the Assignment and the Assumption Agreement to be recorded in the official records of Butler County, Ohio. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Conservation Easement or limit its enforceability in any way.
16. **Termination:** This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain.
17. **Unexpected Change in Conditions:** If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. Grantee will then be entitled to compensation in accordance with applicable laws and in proportion to Grantee's interest in the Property at the effective date of this Conservation Easement. In the event of such termination, Grantee shall promptly notify the City of Monroe in writing, and such notice shall include an explanation as to the circumstances underlying the termination.

18. **Eminent Domain:** If the Easement Area is taken, in whole or in part, by power of eminent domain, then Grantee will be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the Easement Area at the effective date of this Conservation Easement.
19. **Severability:** If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.
20. **Successors:** This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Easement Area and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Easement Area shall be bound to all provisions of this Conservation Easement to the same extent as the current parties.

TO HAVE AND TO HOLD unto CITY OF MONROE, OHIO to the use of the Grantee and its successors. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon the Grantor but also their agents and all other successors to them in interest and shall as a servitude running with the above described land.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand at MONROE, OHIO, the _____ day of _____ 20__

Grantor:

By: _____

Its: _____

I do hereby certify that _____ of the _____, personally known to me appeared before me in person, and acknowledged that he/she signed, sealed, and delivered the said Agreement as his/her free and voluntary act, for the uses and purposes therein set forth, this _____ day of _____, 20__ .

Notary Public

ACCEPTANCE

The Grantee, CITY OF MONROE, OHIO does hereby consent to and accept the within Conservation Easement and all obligations imposed thereby this _____ day of _____ 20____.

Grantee:

By: _____

Its: _____

I do hereby certify that _____ of the _____, personally known to me appeared before me in person, and acknowledged that he/she signed, sealed, and delivered the said Agreement as his/her free and voluntary act, for the uses and purposes therein set forth, this _____ day of _____, 20____ .

Notary Public

EMERGENCY ORDINANCE NO. 2020-11

AN ORDINANCE EXTENDING THE DEADLINE FOR THE FILING OF AND PAYMENTS OF THE CITY OF MONROE INCOME TAX FOR FILING YEAR 2019 AND DECLARING AN EMERGENCY.

WHEREAS, the Federal Government has extended the deadline for the filing and payment of Federal income tax for filing year 2019 to July 15, 2020

WHEREAS, due to the declaration of a state of emergency by the Governor of the State of Ohio and the National Emergency declared by the President of the United States, Council deems it in the best interest of the residents to extend the deadline for the filing of and payments of the City of Monroe income tax for filing year 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The Council of the City of Monroe hereby extends the deadline for the filing of and payments of the City of Monroe Income Tax for filing year 2019 to July 15, 2020.

SECTION 2: Council further, through the adoption of this ordinance, shall have the filing deadline extended automatically extended to remain within the same guidelines as the Federal Government. This automatic extension shall also apply to the due date for payments should the Federal Government change this date to be effective after July 15, 2020.

SECTION 3: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council recognizes the financial hardship that the COVID-19 pandemic has had on its residents. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor

EMERGENCY ORDINANCE NO. 2020-12

AN ORDINANCE TO DECLARE CERTAIN EMERGENCY PROCEDURES NECESSARY FOR THE CONTINUED GOVERNANCE OF THE CITY DURING THE CURRENT NATIONAL STATE OF EMERGENCY AND DECLARING AN EMERGENCY.

WHEREAS, the Constitution of the State of Ohio, in Article XVIII, Section 3, grants municipalities the authority to exercise all powers of local self-government and to enforce local police, sanitary, and other similar regulations as are not in conflict with the general laws; and

WHEREAS, pursuant to this constitutional home rule authority, the people of the City of Monroe, Ohio, have adopted a Charter and Codified Ordinances to exercise the powers of local self-government and enforce local police power regulations; and

WHEREAS, in Executive Order 2020-01D, Ohio Governor Mike DeWine declared a state of emergency for the entire State to protect the well-being of the citizens of the Ohio from the dangerous effects of COVID-19 and to assist in protecting the lives, safety, and health of the citizens of Ohio; and

WHEREAS, subsequent to Executive Order 2020-01D the Governor has initiated other requirements greatly limiting in person social contact; and

WHEREAS, the President of the United States has declared a national state of emergency due to the COVID-19 pandemic; and

WHEREAS, City Council of Monroe has substantial, legitimate interests in continuing governmental services to the fullest extent necessary throughout the current national and state emergency; and

WHEREAS, holding Council meetings and obtaining City Council approvals are needed for the furtherance of governmental services and functions; and

WHEREAS, the Ohio Attorney General in Opinion No 2009-034 indicated that with respect to townships, the open meetings laws, including allowing public access and council members to be physically present, apply even during a state of emergency; and

WHEREAS, in a letter dated March 13, 2020, the Ohio Attorney General informally indicated:

“The Ohio Attorney General’s Office has received numerous questions regarding the applicability of Ohio’s Open Meetings Act (OMA) during this time of a COVID-19 declared emergency. Under this very limited fact pattern, there may be a basis for local public bodies to use electronic means to meet and comply with the law.

In this limited circumstance, where the Governor has declared a state of emergency and the Director of the Ohio Department of Health is limiting gatherings so as to prevent the spread of COVID-19, but the business of government must continue, it is reasonable to read the OMA's "in person" requirement as permitting a member of a public body to appear at a public meeting via teleconference. This interpretation gives effect to both R.C. 121.22 and R.C. 3701.13. It is also consistent with the United States Centers for Disease Control's recent guidance, issued in response to the national COVID-19 epidemic, to use videoconferencing for meetings when possible."

WHEREAS, the City of Monroe has or will have the technology to have any and/or all Council members can take part in a meeting electronically whereby all members of Council and others that are signed into the meeting can be seen and heard and the meeting can be live broadcast to the public; (the "Remote Meeting") and

WHEREAS, the City Council of the City of Monroe believes that it is in the best interest of the citizens of Monroe, to make available and utilize Remote Meetings to transact necessary business of the City during the course of the state of emergency at such time as the Law Director advises that this is permitted under the law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: In the event that the Law Director advises that the City of Monroe has the authority of public bodies to hold Remote Meetings, the procedures set forth herein shall be followed:

- Until such time as the state of emergency within the State of Ohio exists under Executive Order 2020-01D the City Council of Monroe may conduct its public meetings without the physical presence of all Council members through the Remote Meeting process provided (1) proper notice is provided as required under Ohio law for a public meeting; (2) a quorum is present, whether in person, or electronically through the Remote Meeting process; (3) in the event that a member appearing via the Remote Meeting Process is disconnected, the City Council shall cease all discussions and deliberations until the member can be reconnected; (4) the public is able to hear the discussions and deliberations of all of the members, even those who are present via electronic means; (5) all other requirements of the open meeting act will apply, including those that govern executive session, and the taking of meeting minutes.
- At the first meeting in which a quorum of council may be physically present, the City Council shall ratify the past action taken during a Remote Meeting process.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open

meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to avoid any delay in the transaction of business during this state of emergency. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor