

RESOLUTION NO. CR-15-01

A RESOLUTION TO AUTHORIZE THE CITY  
ADMINISTRATOR TO ENTER INTO AN EASEMENT AGREEMENT

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WHEREAS, Prologis Development Services previously granted a Flood Channel Easement to the City;  
and

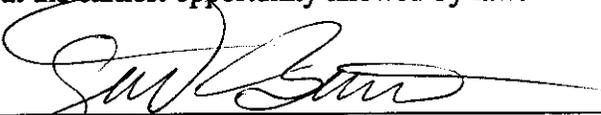
WHEREAS, the responsibility for maintenance of said easement requires further definition; and

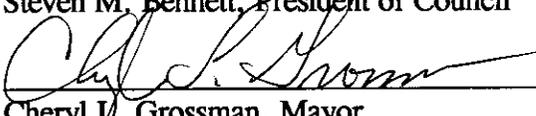
WHEREAS, the attached Agreement outlines the responsibilities and meets those maintenance needs.

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

SECTION 1. The City Administrator is hereby authorized to enter into an Easement Agreement, as  
attached hereto as Exhibit "A".

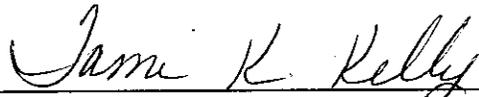
SECTION 2. This resolution shall take effect at the ~~earliest opportunity~~ allowed by law.

  
\_\_\_\_\_  
Steven M. Bennett, President of Council

  
\_\_\_\_\_  
Cheryl I. Grossman, Mayor

Passed: 2-20-01  
Effective: 2-20-01

Attest:

  
\_\_\_\_\_  
Tami K. Kelly, CMC/AAE, Clerk of Council

I Certify that this resolution  
is correct as to form.

  
\_\_\_\_\_  
Thomas R. Clark, Director of Law

CR-15-01  
EXHIBIT "A"

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2001, by and between PROLOGIS DEVELOPMENT SERVICES, INCORPORATED, a Delaware Corporation, with its principal address at 14100 East 35<sup>th</sup> Place, Aurora, CO. 80011-1618 ("ProLogis"), and the CITY OF GROVE CITY, an Ohio municipality, with its principal business office at 4035 Broadway, Grove City, in the County of Franklin, State of Ohio 43123 (the "City").

**RECITALS**

A. ProLogis is the owner of certain real property which is described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. There is a flood channel located on the Property which is regulated by the National Flood Insurance Program (the "Flood Channel"). The National Flood Insurance Program ("NFIP") requires that the Flood Channel be maintained to preserve its design function as outlined in Subparagraph 65.6(a)(12) of the NFIP regulations. Such maintenance is also required pursuant to Section 1329.13(d) of the City's Flood Damage Prevention Code.

C. The City has required ProLogis to submit documentation which ensures that if ProLogis does not maintain the Flood Channel as outlined in Subparagraph 65.6(a)(12) of the NFIP regulations, then the City will so maintain the Flood Channel, the expense of which shall be borne by ProLogis.

## TERMS OF AGREEMENT

NOW THEREFORE, the parties hereto, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, hereby covenant and agree as set forth below:

1. Easement. ProLogis hereby grants to the City a non-exclusive perpetual easement over those portions of the Property as depicted in Exhibit B attached hereto and incorporated herein by reference (the "Flood Channel Easement"). The Flood Channel Easement is for the purpose of the City providing maintenance to the Flood Channel only in the event that ProLogis does not maintain the Flood Channel as it was designed and approved and outlined in Subparagraph 65.6(a)(12) of the NFIP regulations. Unless an emergency circumstance exists, prior to entering the Property for the purposes of maintaining the Flood Channel, the City shall give ProLogis written notice of the maintenance which the City believes is required. ProLogis shall have thirty (30) days or such longer period as is necessary to complete the maintenance that is detailed in the City's notice. If ProLogis fails to complete the maintenance requested by the City as provided above, then the City shall have the right to perform such maintenance and ProLogis shall reimburse the City for its out-of-pocket expenses for such maintenance within thirty (30) days of ProLogis' receipt of written documentation of such costs. ProLogis reserves the right to use the Flood Channel Easement area for any and all purposes which do not unreasonably interfere with or prevent the use of the Flood Channel Easement by the City. Those purposes shall not impede with the intended flood carrying capacity of the Channel and adjacent areas. Any activities within the flood plain or floodway shall still be subject to full compliance with the City's Flood Damage Prevention Code.

2. Miscellaneous. This Agreement shall be construed under the laws of the State of Ohio. This Agreement shall constitute a covenant running with the land for the benefit of the parties hereto, and their heirs, successors and assigns. All terms and conditions shall be binding upon the City, its heirs, successors and assigns and on ProLogis for so long as ProLogis holds title and upon ProLogis' respective heirs, successors and assigns thereafter. This Agreement shall not be modified except by a written agreement executed by the parties hereto or their successors in interest.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**PROLOGIS DEVELOPMENT SERVICES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE CITY OF GROVE CITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was subscribed, sworn to and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_, \_\_\_\_\_ of ProLogis Development Services, Incorporated, a Delaware Corporation, personally known to me or on the basis of legally sufficient identification for the purposes and consideration stated herein.

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

STATE OF OHIO

COUNTY OF FRANKLIN

This instrument was subscribed, sworn to and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001, by Richard L. Stage, City Administrator of the City of Grove City, an Ohio municipality, personally known to me or on the basis of legally sufficient identification for the purposes and consideration stated herein.

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

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This instrument was prepared by:  
Thomas R. Clark  
Attorney at Law  
3083 Columbus Street  
Grove City, Ohio 43123

February 6, 2001

DESCRIPTION OF A PROPOSED 0.435 ACRE  
STORM WATER CHANNEL EASEMENT AREA OF LAND LOCATED  
ON THE WESTERLY SIDE OF LEWIS CENTRE WAY AND  
SOUTH OF CAPITAL PARK DRIVE,  
IN THE CITY OF GROVE CITY, COUNTY OF FRANKLIN,  
STATE OF OHIO

Situated in the State of Ohio, County of Franklin, City of Grove City, being in Virginia Military Survey No. 1389 and being a 0.435 acre area of land, more or less, in that 33.321 acre tract of land designated as Parcel I and described in "Exhibit A" in the deed to Prologis Development Services Incorporated, of record in Instrument No. 199903250074328, Recorder's Office, Franklin County, Ohio, said 0.435 acre area of land being more particularly described as follows:

Beginning at a point in a westerly right-of-way line of Lewis Centre Way, sixty (60) feet in width at the northeasterly corner of said 33.321 acre tract, the same being the southeasterly corner of RESERVE A AND EASEMENT as the same is designated and delineated upon the recorded plat of CAPITAL PARK SOUTH SECTION TWO AND RESUBDIVISION OF LOTS 5 AND 6 OF "CAPITAL PARK SOUTH" SUBDIVISION, of record in Plat Book 95, Page 63, Recorder's Office, Franklin County, Ohio;

Thence S 3°41'15"W, with a westerly right-of-way line of said Lewis Centre Way and with the easterly line of said 33.321 acre tract, a distance of 51.25 feet to a point;

Thence N 86°00'38"W, a distance of 87.56 feet to a point;

Thence S 85°00'11"W, a distance of 158.91 feet to a point;

Thence S 82°55'34"W, a distance of 67.34 feet to a point;

Thence N 7°04'26"W, a distance of 70.00 feet to a point;

Thence N 82°55'34"E, a distance of 68.61 feet to a point in the northerly line of said 33.321 acre tract, the same being in the southerly line of said RESERVE A AND EASEMENT;

Thence S 87°24'03"E, with the northerly line of said 33.321 acre tract and with the southerly line of said RESERVE A AND EASEMENT, a distance of 248.56 feet to the point of beginning and being a 0.435 acre area of land, more or less.

PURPOSE

For the purpose of construction, using maintaining a storm water drainage channel in any part of the hereinabove described 0.435 acre area of land, including the right to clean, repair and care for said storm water drainage channel, together with the right of access to said 0.435 acre area for said purpose.

The bearings given in the foregoing description are based upon the bearing of S 3°41'15"W as shown along the centerline of Lewis Centre Way on the recorded plat of Capital Park South, of record in Plat Book 84, Pages 30 and 31.

BAUER, DAVIDSON & MERCHANT, INC.  
Consulting Engineers

*Jimmie L. Davis*  
Jimmie L. Davis

Professional Surveyor No. 6942

