

RESOLUTION NO. CR-04-07

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A  
CONSERVATION EASEMENT AGREEMENT WITH JACK D. & RUTH E. STRADER

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WHEREAS, as part of the Meijer Store development, located on State Route 665, an agreement has been reached to establish a Conservation Easement between the City and those related properties; and

WHEREAS, the City is interested in the maintenance and conservation of the streams located within the city limits; and

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

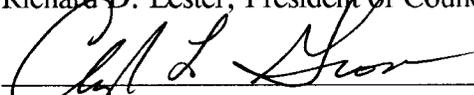
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Administrator is hereby authorized to enter into a Conservation Easement Agreement with Jack D. & Ruth E. Strader, attached hereto as Exhibit "A".

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



Richard D. Lester, President of Council



Cheryl L. Grossman, Mayor

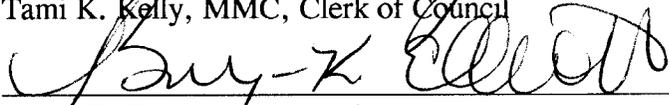
Passed: 01-16-07

Effective: 01-16-07

Attest:



Tami K. Kelly, MMC, Clerk of Council



Bryan K. Elliott, Director of Law

I Certify that this resolution  
is correct as to form.

EXHIBIT 'A'  
CR-04-07

**AGREEMENT FOR CONSERVATION EASEMENT**  
(O.R.C. §5301.67 et seq.)

This AGREEMENT is made and entered into this \_\_\_\_ day of August, 2006, by and between **Jack D. Strader and Ruth E. Strader**, of 2550 Brixton Road, Columbus, Ohio 43221 (hereinafter "Grantor"), and the **City of Grove City, Ohio** (hereinafter "Grantee").

**WITNESSETH**

**WHEREAS**, Grantor is the owner of approximately 10 acres of land located near the southwest corner of the intersection of Hoover Road and London Groveport Road in Grove City, Franklin County, Ohio, with the prior deed reference being Official Record Volume 040-008058, Franklin County Records. Said parcel is henceforth called the "Grantor Parcel."

**WHEREAS**, Meijer Stores Limited Partnership ("Meijer") purchased approximately 34 acres of land located west of the Grantor Parcel (the "Meijer Property");

**WHEREAS**, in connection with Meijer's development of the Meijer Property, Meijer obtained from Grantor the right to place fill material in an existing stream on the Grantor Parcel and replace it with a relocated, enhanced stream on the Grantor Parcel ("Relocated Stream") in accordance with Meijer's April 28, 2005 Application for Clean Water Act Section 404 Authorization and Section 401 Water Quality Certification;

**WHEREAS**, the Relocated Stream is further identified on **Exhibit A** as being that portion of the stream located within the "Proposed Drainage and Conservation Easement" which Easement is made of the real property legally described in attached **Exhibit B**.

**WHEREAS**, the Relocated Stream is well suited for protection as a Riparian Corridor, and therefore, possesses natural value (hereinafter collectively referred to as "conservation values") of great importance to Grantor, Grantee, and the general public;

**WHEREAS**, Grantor desires to convey to Grantee a perpetual easement for the purpose of protecting the Relocated Stream in its natural habitat condition, and to prevent any use of the same that will significantly impair or interfere with the conservation values of the Relocated Stream; and

**WHEREAS**, Grantee is a political subdivision of the State of Ohio and is thus qualified to acquire a conservation easement pursuant to Section 5301.69(A) of the Ohio Revised Code.

**NOW THEREFORE**, for valuable consideration and pursuant to O.R.C. §5301.67 et seq., the parties agree as follows:

1. Grantor grants to Grantee a perpetual conservation easement with respect to the Relocated Stream (the "Easement Area") for the purpose of protecting the Easement Area in its natural habitat condition, and to prevent any use of the same that will significantly impair or interfere with the conservation values of the Easement Area. Grantor intends that this Easement

will confine the use of the Easement Area to activities that enhance the riparian corridor within the Relocated Stream.

2. Grantor agrees to limit the use of the Easement Area to activities or uses that are consistent with the purpose of this Easement. Any activity on the Easement Area inconsistent with the purpose of this Easement is prohibited, except the right to (a) remove trees or other natural debris that fall into or build up in the Relocated Stream and create an obstruction to the free flow of the water; and (b) maintain all existing and new private roads, bridges, trails, structures and other improvements lawfully erected on the Grantor Parcel.

3. Except for the specific permissive uses outlined above, and subject to the limitations described above, the vegetation or hydrology of the Easement Area will not be altered in any substantial way or by any means or activity, including:

- a) haying, mowing or seed harvesting for any reason;
- b) altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
- c) dumping refuse, wastes, sewage or other debris;
- d) harvesting wood products;
- e) drainage, dredging, channeling, filling, leveling, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
- f) diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
- g) building or placing buildings or structures on the easement area;
- h) planting or harvesting any crop; and
- i) grazing or allowing livestock on the easement area.

4. To accomplish the purpose of this Easement, Grantor conveys to Grantee the right (a) to enter upon the Easement Area at reasonable times in order to monitor Grantor's compliance with, and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor; (b) to prevent any activity on or use of the Easement Area that is inconsistent with the purpose of this Easement; and (c) to require the restoration of such areas or features of the Easement Area that may be damaged, except with respect to damage caused by fire, flood, storm, earth movements, or acts beyond Grantor's control. Grantee reserves the right to post or clearly mark the boundaries of the Easement Area at mutually agreed upon points.

5. Grantor reserves all other rights accruing from the ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not inconsistent with the purpose of this Easement. Grantor further reserves the right to (a) maintain all existing structures and use the Easement Area including, without limitation, existing utility easements located on the Easement Area; and (b) to engage in the activities set forth in Section 2 herein. This Easement shall not be construed as a dedication of the Easement Area for public use, nor is Grantee authorized by this Easement to allow access by the general public to any portion of the Easement Area or make any use of the Easement Area except as provided herein.

6. If Grantee determines that a violation of the terms of this Easement has occurred or 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 Easement Area resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Easement Area, so injured, to its prior condition in accordance with a plan approved by Grantee.

7. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation and maintenance of the Easement Area, but reserves the right to seek contribution, indemnification and any other form of payment from any third party for such liabilities. By accepting this Easement, Grantee does not assume any obligations with respect to the ownership, operation or maintenance of the Easement Area.

8. This grant of easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns. Grantee may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under O.R.C. §5301.67 et seq.

9. **Notices.** Any notice desired or required to be given to Grantor under this Easement shall be sent postage prepaid, registered or certified mail, return receipt requested, to the following address:

Jack D. Strader and Ruth E. Strader  
2550 Brixton Road  
Columbus, Ohio 43221

Any notice desired or required to be given to Grantee under this Easement shall be sent postage prepaid, registered or certified mail, return receipt requested, to the following address:

City of Grove City, Ohio  
4035 Broadway  
Grove City, Ohio 43123  
Attention: Director of Development

Any party may, by written notice, designate a different address to which notices may be sent and, by written notice, designate not more than one additional party to whom copies of all notices must be sent.

WITNESS their hands this \_\_\_\_ day of August, 2006.

**GRANTOR:**

By: \_\_\_\_\_  
**Jack D. Strader**

By: \_\_\_\_\_  
**Ruth E. Strader**

**GRANTEE:**

**CITY OF GROVE CITY, OHIO**

By \_\_\_\_\_

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

Its: \_\_\_\_\_

STATE OF OHIO            )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, a notary public, in and for said County and State, personally appears the above named Jack D. Strader and Ruth E. Strader, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_

Notary Public, State of Michigan, County of \_\_\_\_\_.  
My commission expires: \_\_\_\_\_.  
Acting in the County of Kent.

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, a notary public, in and for said County and State, personally appears the above named \_\_\_\_\_, the \_\_\_\_\_ of the City of Grove City, who acknowledged that s/he did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

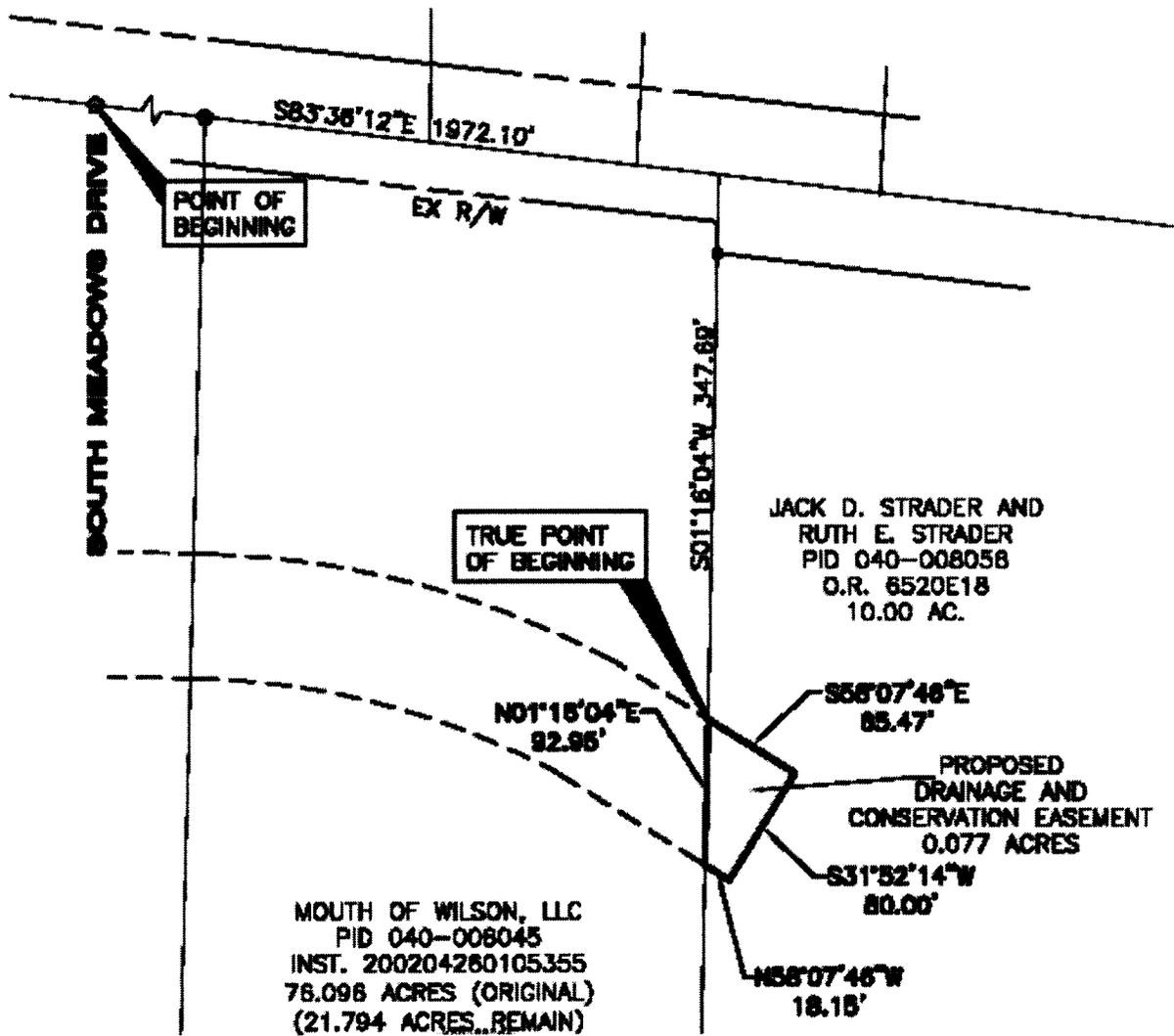
\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_.  
My commission expires:\_\_\_\_\_.  
Acting in the County of\_\_\_\_\_.

DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Lisa V. Fraser, Esq.  
Meijer Stores Limited Partnership  
2929 Walker Avenue, N.W.  
Grand Rapids, MI 49544  
(616)791-5547

EXHIBIT A  
TO  
CONSERVATION EASEMENT

(Drawing of Relocated Stream)



**EXHIBIT B  
TO  
CONSERVATION EASEMENT**

(Legal Description of Relocated Stream Easement Area)

Situate in Virginia Military Survey No. 6115 City of Grove City, County of Franklin, State of Ohio, and being an easement over a 10.00 acre tract of land as conveyed to Jack D. and Ruth E. Strader by deed recorded in O.R. 6520 E18 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Franklin County Records Office, unless noted otherwise) and described as follows:

Commencing for reference at northwest corner of said 10.00 acre tract;

thence along the west line of said 10.00 acre tract South one degree sixteen minutes four seconds West (S01°16'04"W) for three hundred forty-seven and 69/100 feet (347.69') to the **TRUE POINT OF BEGINNING** of the herein described easement;

thence leaving said west line South fifty-eight degrees seven minutes forty-six seconds East (S58°07'46"E) for sixty-five and 47/100 feet (65.47') to a point;

thence South thirty-one degrees fifty-two minutes fourteen seconds West (S31°52'14"W) for eighty and 00/100 feet (80.00') to a point;

thence North fifty-eight degrees seven minutes forty-six seconds West (N58°07'46"W) for eighteen and 15/100 feet (18.15') to a point on said west line;

thence along said west line North one degree sixteen minutes four seconds East (N01°16'04"E) for ninety-two and 95/100 feet (92.95') to the **TRUE POINT OF BEGINNING**.