



NORWOOD, OHIO

Ordinance No. 11 20 21

**ORDINANCE REAUTHORIZING THE MAYOR AND/OR SAFETY-SERVICE DIRECTOR TO ENTER INTO AN AMENDED EASEMENT AGREEMENT WITH REGENT REALTY, LLC, FOR SCHOOLHOUSE OUTFITTERS, LLC, AS ORIGINALLY AUTHORIZED IN ORDINANCE NO. 35-2014, AND DECLARING AN EMERGENCY**

**WHEREAS**, Regent Realty, L.L.C. has expanded its operations in the City of Norwood; and,

**WHEREAS**, such expansion has had a positive economic impact on the City of Norwood; and,

**WHEREAS**, Council by Ordinance No. 44-2007 authorized the Safety-Service Director to enter into an easement agreement with Regent Realty LLC; and,

**WHEREAS**, Council by Ordinance No. 35-2014, authorized the Mayor and/or Safety-Service Director to enter into an amended easement agreement with Regent Realty LLC under which Regent Realty LLC was, and is, seeking an amendment to the easement agreement to add additional property to the easement area; and,

**WHEREAS**, the Amended Easement agreement (attached hereto) involves land or right-of-way which is not needed by the City of Norwood for any public purpose, and was signed by former Safety-Service Director Joseph C. Geers, but was never recorded; now therefore,

**BE IT ORDAINED** by the Council of the City of Norwood, State of Ohio, that:

**SECTION 1.** This Council reauthorizes the Mayor and/or Safety-Service Director to enter into an amended easement agreement with Regent Realty, LLC for use by Schoolhouse Outfitters LLC. Copies of the agreements are attached to this ordinance and incorporated by reference herein as Exhibit "A", and to see that this amended easement agreement.

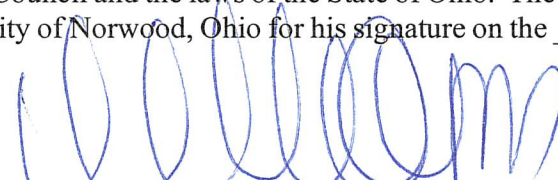
**SECTION 2.** This ordinance is hereby declared to be an emergency ordinance and a measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall go into effect forthwith.

PASSED 4-13-21  
Date


  
Ken Miracle  
President of Council

**ATTEST:**

Maria Williams, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular special meeting of Norwood City Council on the 13 day of April, 2021, in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing ordinance was submitted to the Mayor of the City of Norwood, Ohio for his signature on the 13 day of April, 2021.

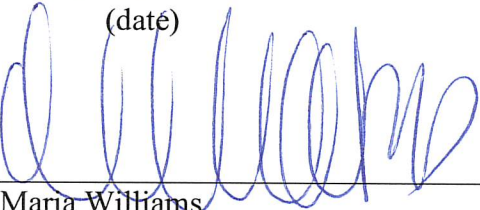
  
Maria Williams  
Clerk of Council

APPROVED 13 Apr 21  
Date

  
Victor Schneider  
Mayor

**CERTIFICATION OF PUBLICATION:**

Maria Williams, the duly appointed Clerk of Council, attests that this ordinance was published in the Cincinnati Enquirer on 4-26-21 and 5-7-21.  
(Name of Newspaper) (date) (date)

  
Maria Williams  
Clerk of Council

**ORDINANCE READINGS**

1<sup>st</sup> Reading 2-23-2021  
Date

2<sup>nd</sup> Reading 3-9-2021  
Date

3<sup>rd</sup> Reading 4-13-21  
Date

All 3 Readings \_\_\_\_\_  
Date

Tabled \_\_\_\_\_  
Date

Vetoed \_\_\_\_\_  
Date

**AMENDMENT TO EASEMENT AGREEMENT**  
(Adding Additional Easement Area)

This Amendment to Easement Agreement ("Amendment") hereby amends the Easement Agreement, previously granted and executed January 3, 2008 (the "Easement"), by The **City of Norwood**, an Ohio municipal corporation ("Grantor"), whose address is 4645 Montgomery Road, Norwood, Ohio 45212, to **Regent Realty L.L.C.**, an Ohio limited liability company ("Grantee"), whose address is 3736 Regent Avenue, Norwood, Ohio 45250 ("Regent Property"), said Easement recorded January 7, 2008 in Official Record Book 10741, Page 2001 Hamilton County, Ohio, and being a perpetual and exclusive easement for purposes of ingress and egress, both pedestrian and vehicular, and for all customary private road purposes; for the construction, maintenance, repair, replacement, and removal of a private, gated and fenced parking lot and loading dock area; and for general commercial business arising out of or related to Grantee's use of all or part of the Regent Property on, over and across a portion of Lexington Avenue.

NOW, THEREFORE, for further good and sufficient consideration, Grantor and Grantee agree to amend the Easement as follows:

1. The Easement Area as identified in the Easement, is hereby expanded to include the Additional Easement Area, as described and depicted on **Exhibit A-1** attached hereto. The Additional Easement Area shall primarily be used for ungated additional vehicular parking.
2. All terms, provisions, conditions and indemnifications of the original Easement binding upon Grantor and/or Grantee continue in full force and effect with respect to the both the original Easement Area and the Additional Easement Area.
3. John P. Murphy, Safety-Service Director, is a duly authorized agent of the Grantor and has the authority to grant this Amendment to Easement Agreement which has been duly authorized by the City of Norwood.
4. Grantee, by its acceptance and recordation of this Amendment to Easement Agreement, shall be deemed to have reaffirmed acceptance of the Easement, as amended by this Amendment.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF NORWOOD**

**REGENT REALTY L.L.C.**

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

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

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

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

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

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

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Norwood, an Ohio municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

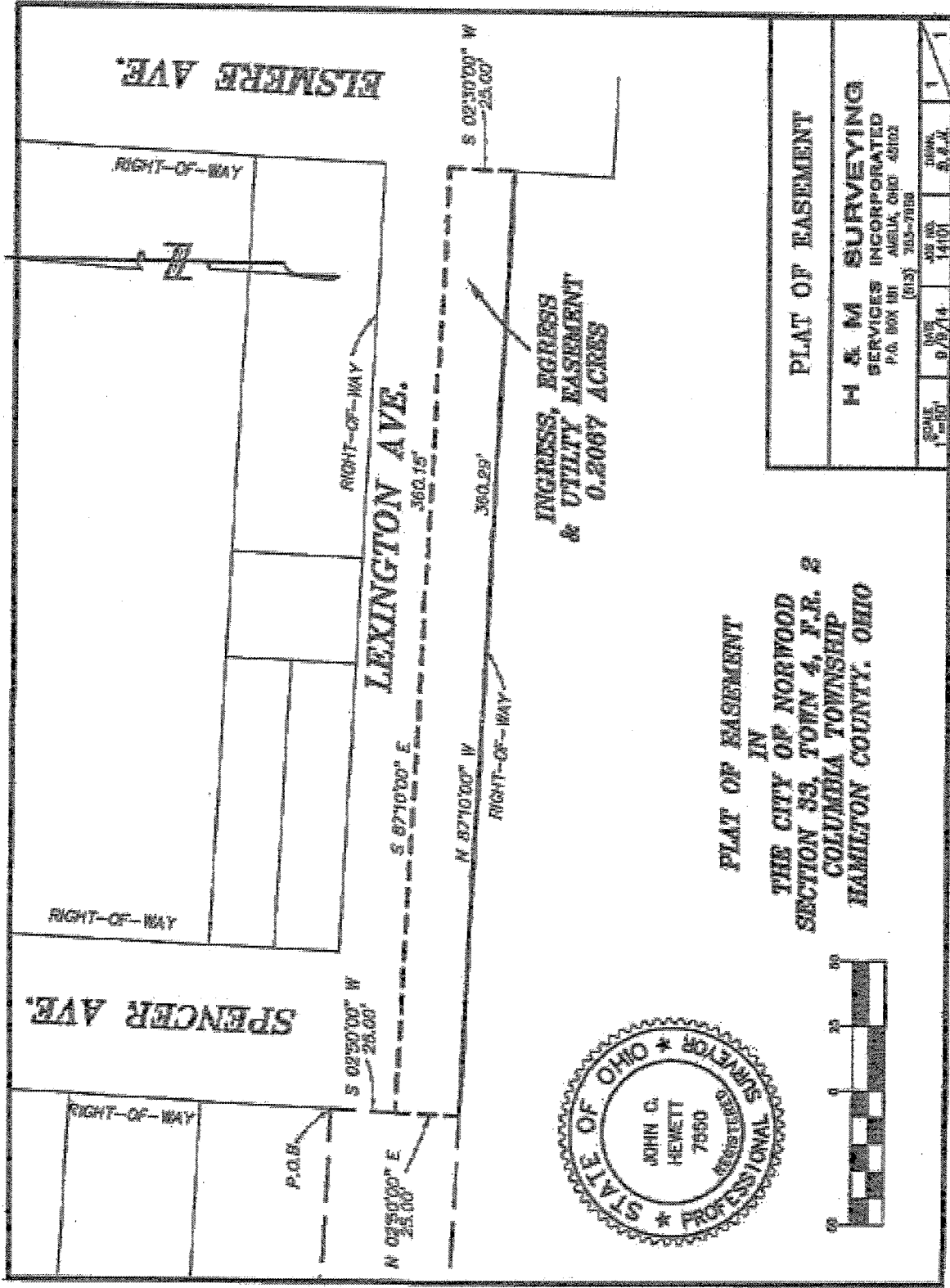
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Regent Realty L.L.C., an Ohio limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

This instrument was prepared  
in its unexecuted form and without  
benefit of title exam by:  
Richard T. La Jeunesse, Esq.  
Graydon Head & Ritchey LLP  
1900 Fifth Third Center  
P. O. Box 6464  
Cincinnati, Ohio 45201-6464  
(513) 621-6464

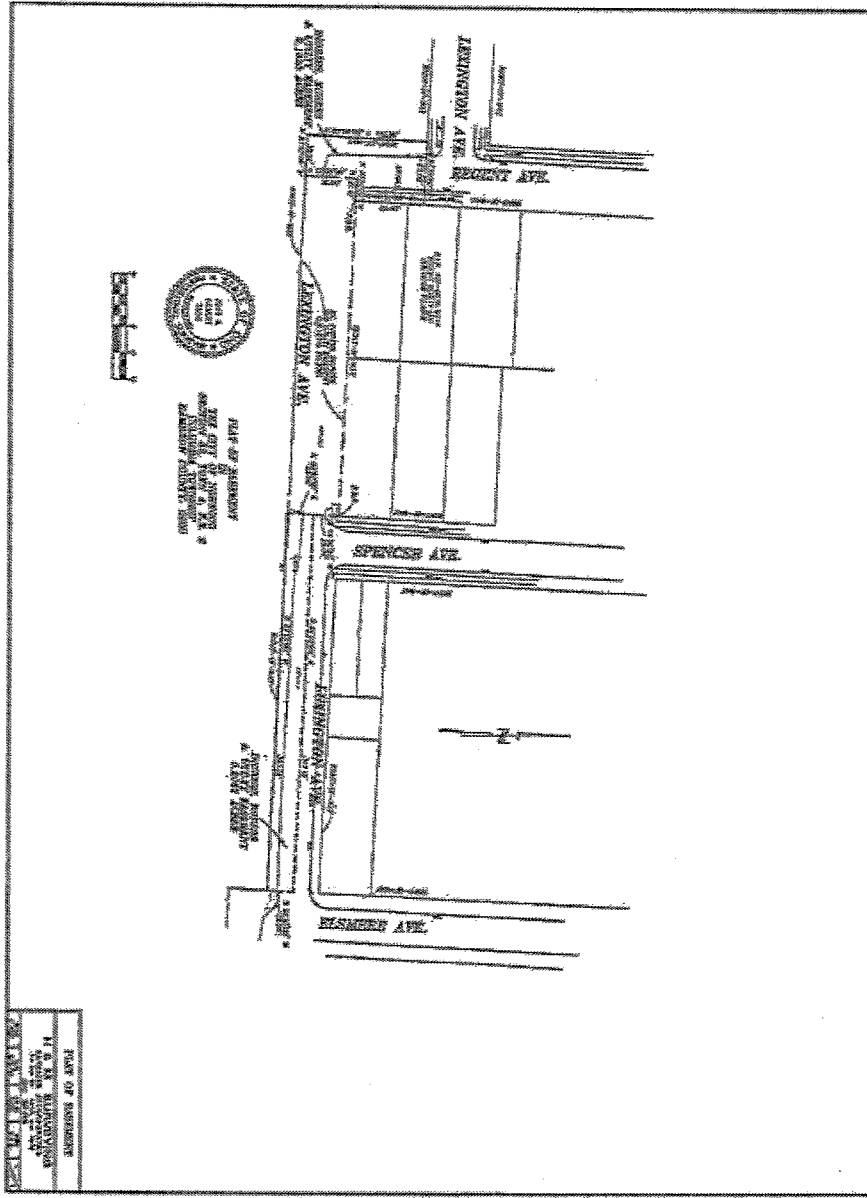
**EXHIBIT A-1**

**Additional Easement Area**





## Page 3 of 5



**EASEMENT DESCRIPTION**  
**INGRESS, EGRESS AND UTILITY EASEMENT**  
**ON REGENT AVENUE**

Situated in the City of Norwood, Section 33, Town 4, F.R. 2, Columbia Township,  
Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point at the east line of Regent Avenue where it is intersected with the  
north line of Lexington Avenue;

THENCE leaving said east line N 87°10'00" W for a distance of 21.41 feet to a point;

THENCE S 02°50'00" W for a distance of 50.00 feet to a point in the south line of  
Lexington Avenue;

THENCE with said south line N 87°10'00" W for a distance of 38.59 feet to a point in the  
west line of Regent Avenue;

THENCE with said west line N 02°50'00" E for a distance of 115.00 feet to a point;

THENCE crossing said Regent Avenue S 87°10'00" E for a distance of 60.00 feet to a  
point in the east line of said Regent Avenue;

THENCE with said east line S 02°50'00" W for a distance of 65.00 feet to the place of  
beginning.

Said easement contains 0.1338 acres.

**EASEMENT DESCRIPTION**  
**INGRESS, EGRESS AND UTILITY EASEMENT**  
**ON LEXINGTON AVENUE**

Situated in the City of Norwood, Section 33, Town 4, F.R. 2, Columbia Township, Hamilton County, Ohio and being more particularly described as follows

Commencing at a point at the west line of Spencer Avenue where it is intersected by the north line of Lexington Avenue; Thence leaving said north line S 02°50'00" W for a distance of 25.00 feet to a point in the centerline of Lexington Avenue and being the true place of beginning of the following described easement;

THENCE from said true place of beginning with said centerline S 87°10'00" E for a distance of 360.15 feet to a point;

THENCE leaving said centerline S 02°30'00" W for a distance of 25.00 feet to a point in the south line of Lexington Avenue;

THENCE with said south line N 87°10'00" W for a distance of 360.29 feet to a point;

THENCE leaving said south line N 02°50'00" E for a distance of 25.00 feet to the place of beginning.

Said easement contains 0.2067 acres.