

**RESOLUTION 2015-58**

**A RESOLUTION AUTHORIZING AN EASEMENT FOR PARKING PURPOSES AND  
DISPENSING WITH THE SECOND READING**

**WHEREAS**, the Board of Township Trustees of Sycamore Township owns certain right of way along Silvercrest Drive and Garden Drive that is currently used for parking purposes; and

**WHEREAS**, the Board wishes to formalize an easement for parking purposes over that area of Silvercrest Drive and Garden Drive in order to facilitate development in the Township, provide additional funds to the Township, and provide for the maintenance of the parking area by third parties; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of Township Trustees of Sycamore Township, State of Ohio:

**SECTION 1.** The Board hereby approves the granting of an easement in substantially the same form as the attached Access and Parking Easement Agreement in order to provide for economic development in the Township, the orderly parking of vehicle on Silvercrest Drive and Garden Drive, and the maintenance of the parking area over which the easement is granted.

**SECTION 2.** Upon payment of the purchase price for the easement, the President of the Board and the Fiscal Officer of the Township are hereby authorized and directed to execute the easement on behalf of the Township.


**SECTION 3.** The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with the requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

**SECTION 4.** This Resolution shall take effect on the earliest date allowed by law.

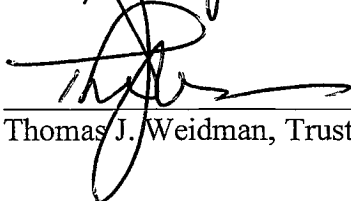
**VOTE RECORD:**

Mr. Bishop Aye      Mr. Connor Aye      Mr. Weidman Aye

**PASSED** at the meeting of the Board of Trustees this 7<sup>th</sup> day of May, 2015.

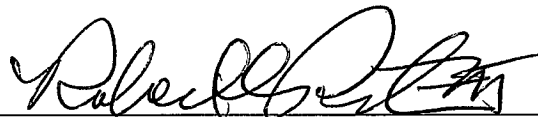
  
Dennis W. Connor, President

  
Cliff W. Bishop, Vice President

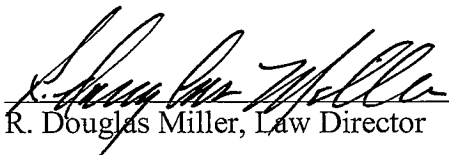
  
Thomas J. Weidman, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 7<sup>th</sup> day of May, 2015.

  
Robert C. Porter, III  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**

  
R. Douglas Miller, Law Director

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(ABOVE LINE FOR RECORDER'S USE ONLY)

### ACCESS AND PARKING EASEMENT AGREEMENT

THIS ACCESS AND PARKING EASEMENT AGREEMENT (this "Easement") is made effective as of the \_\_\_ day of \_\_\_\_\_, 2015, by and between **BOARD OF TOWNSHIP TRUSTEES OF SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO**, a township organized and existing under and by virtue of Constitution and laws of the State of Ohio (the "Grantor"), with an address of 8540 Kenwood Road, Cincinnati, Ohio 45236, and **MONTGOMERY ROAD CENTER LLC**, an Ohio limited liability company ("Grantee"), with an address of 7565 Kenwood Road, Cincinnati, Ohio 45236, under the following circumstances:

A. Grantor is the fee owner of certain real property located in Hamilton County, Ohio, and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Grantor Property");

B. Grantee is the fee owner of certain real property, which is adjacent to the Grantor Property, located in Hamilton County, Ohio, and more particularly described on **Exhibit B** attached hereto and made a part hereof (the "Grantee Property");

C. It is the desire of Grantor and Grantee to enter into this Easement for the purpose of granting an exclusive temporary, appurtenant easement for access, ingress and egress (both vehicular and pedestrian), and parking on, over and across the Grantor Property for the exclusive benefit of Grantee and its successors and assigns.

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for \$10,000.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Access and Parking Easement. Grantor hereby grants and conveys to Grantee, and its successors and assigns, an exclusive, temporary, appurtenant easement for access,

ingress and egress (both vehicular and pedestrian) on, over and across the Grantor Property, and for the parking of vehicles on the Grantor Property, for the exclusive purpose of providing parking to any person authorized to enter onto the Grantee Property, including, but not limited to, customers, employees, owners, agents, representatives, contractors, occupants and tenants.

2. Maintenance. During the term of this easement, Grantee shall be solely responsible for the maintenance and repair of the Grantor Property. Grantee's maintenance obligation shall include the obligation to maintain curbing located within the Grantor Property. Notwithstanding the foregoing, if either Grantor or Grantee, or any of their respective agents should cause any damage to the Grantor Property (other than ordinary wear and tear), the party responsible for the damage shall pay the entire cost of any necessary repairs and replacements to the damaged property.

3. Unimpeded Access. No barrier, barricade or other obstruction, temporary or permanent, of any kind whatsoever, shall be erected or permitted to exist in, on or across the Grantor Property, and Grantor will not take any action to impede or discourage Grantee's use of the Grantor Property as contemplated by this Easement. Nothing in this Section 3 shall restrict Grantor's right to plow snow on Garden Road and Silver Crest Road including the right to plow snow onto the Grantor Property .

4. Temporary Nature of Easement.

(a) Grantor and Grantee acknowledge that Grantor shall have the right to terminate Grantee's right to use a portion of the Grantor Property as set forth in this Section 4(a). Grantor shall have the right to revoke Grantee's easement rights to use a certain portion of the Grantor Property upon the occurrence of any of the following acts:

(i) Grantor, Hamilton County, the State of Ohio, or any of their contractors commence construction to widen the adjacent Garden Road or Silvercrest Drive right of way,

(ii) Grantor, Hamilton County, the State of Ohio, or any of their contractors commence construction to widen the adjacent Montgomery Road, or

(iii) Grantor, Hamilton County, the State of Ohio, or any of their contractors commence construction of a public sidewalk on that portion of the Property as depicted on **Exhibit C** attached hereto and connecting to Marview Avenue.

(b) Grantee's right to use the Grantor Property shall only be reduced by the amount of property reasonably necessary to effectuate the work described above (such property being defined as the "Eliminated Property"). For illustration purposes, if Grantor elects to widen Silvercrest Drive, that portion of the Grantor Property which is encompassed by the Silvercrest Road widening

shall be deemed the Eliminated Property. Grantee's right to use the remaining portion of the Grantor Property shall not be terminated (i.e., Grantee may continue to use the parking spaces located in the Garden Road Right of Way).

(c) Grantee's right to use the Eliminated Property shall terminate on the date that is the later of (i) one hundred eighty (180) days after Grantor delivers written notice to Grantee stating its intent (or the State of Ohio's intent, as it relates to Montgomery Road) to commence the work described in Section 4(a) or (ii) the actual date such construction commences.

(d) Grantor may record a document evidencing the termination of Grantee's right to use the Terminated Property. This easement shall terminate and be extinguished as it relates solely to such Terminated Property, and upon the satisfaction of the conditions herein, Grantee shall have no further rights in the Terminated Property greater than those of the public. This Easement shall continue in full force and effect for the remaining portion of the Grantor Property.

5. Successors; Termination. The rights, covenants and easements set forth in this Easement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the owner(s) of the Grantor Property and Grantee Property, and their respective heirs, personal representatives, successors and assigns, as the case may be.

6. Miscellaneous.

(a) This Easement shall be construed, interpreted, and enforced under the laws of the State of Ohio.

(b) Except as provided in Paragraph 4 above, no agreement shall be effective to add to, change, modify, waive or discharge this Easement in whole or in part, unless such agreement is in writing executed by Grantor and Grantee, or their respective successors or assigns.

(c) All notices required or permitted hereunder shall be in writing and deemed served upon any owner upon hand delivery to such owner or upon deposit of such notice in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and addressed to such owner at the last known address of its principal place of business.

(d) No determination by any court, governmental body or otherwise that any provision of this Easement is invalid or unenforceable in any instance shall affect the validity or unenforceability of any other such provision, or such provision in any circumstances not controlled by such determination.

(e) This Easement represents the complete understanding of the parties as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties or statements or agreements between the parties as to the same.

(f) No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provisions set forth herein.

*Remainder of Page Intentionally Blank. Signatures to Follow.*

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first above written.

**GRANTOR:**

**BOARD OF TOWNSHIP TRUSTEES OF  
SYCAMORE TOWNSHIP, HAMILTON  
COUNTY, OHIO**

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

Name: Dennis W. Connor

Its: President

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

Name: Robert C. Porter, III

Title: Fiscal Officer

**GRANTEE:**

**MONTGOMERY ROAD CENTER LLC,**  
an Ohio limited liability company

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

Name: Gregg Pancero

Title: Manager

STATE OF OHIO            )  
                                  : SS :  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2015, by Dennis W. Connor, the President of the BOARD OF TRUSTEES OF SYCAMORE TOWNSHIP, OHIO, a township organized and existing under the constitution and laws of the State of Ohio.

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

STATE OF OHIO            )  
                                  : SS :  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2015, by Robert C. Porter, III, the Fiscal Officer of the BOARD OF TRUSTEES OF SYCAMORE TOWNSHIP, OHIO, a township organized and existing under the constitution and laws of the State of Ohio.

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

STATE OF OHIO            )  
                                  : SS :  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_ day of May, 2015, by Gregg Pancero, the Authorized Manager of MONTGOMERY ROAD CENTER LLC, an Ohio limited liability company, on behalf of the limited liability company.

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

This Instrument Prepared By:

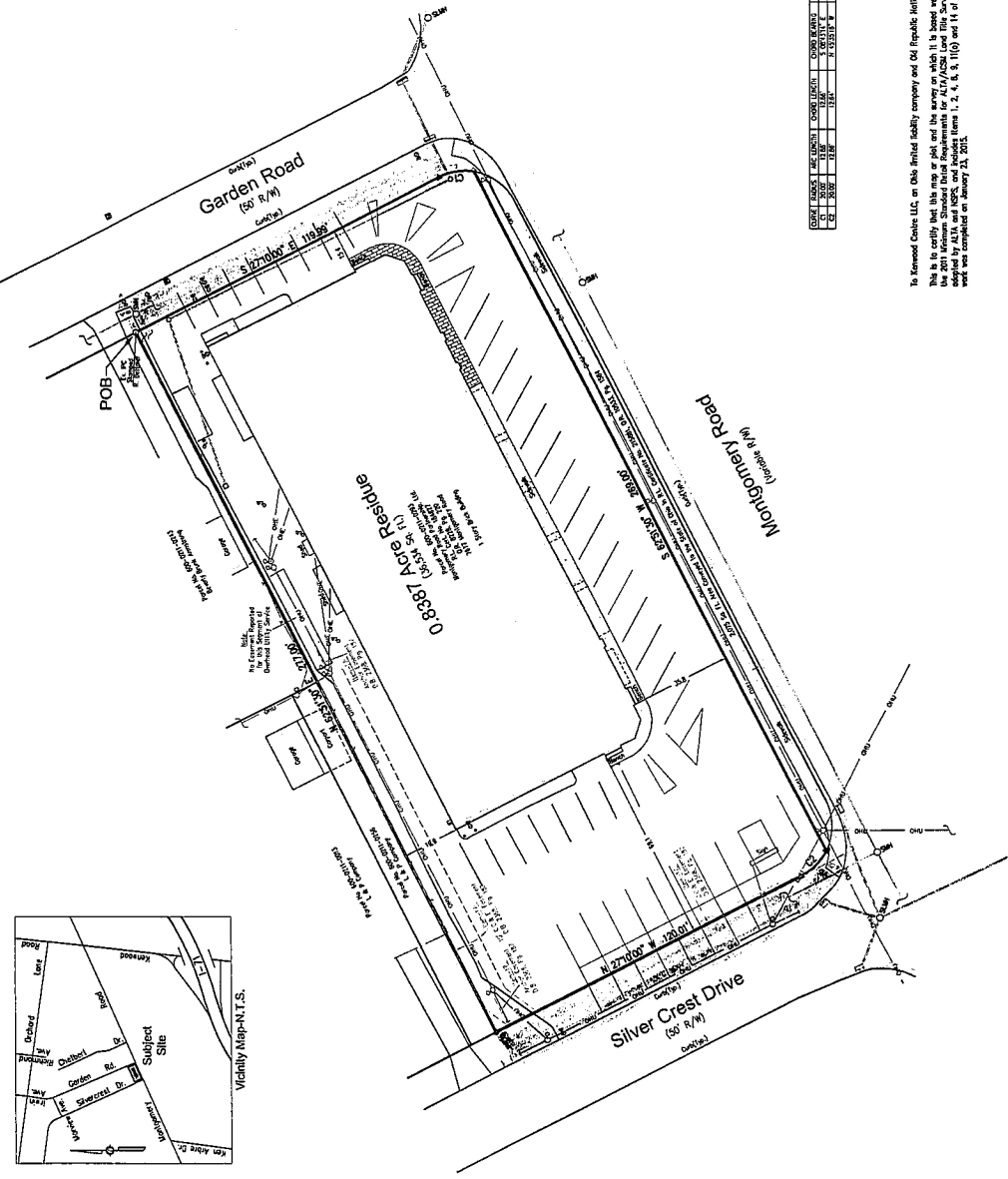
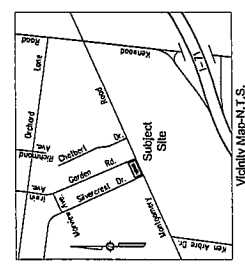


Barrett P. Tullis, Esq.  
Keating Muething & Klekamp PLL  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
(513) 579-6400

**EXHIBIT A**

Grantor Property

EASEMENT AREA SHOWN IN BLUE



Local description per Old Republic National Title Insurance Company Title Commitment Number A5363-1027-06, having an effective date of December 29, 2014 at 7:59 am.

Shaded in Section 13, Town 4, Range 1, Township 10, Hamilton County, Ohio, and being more particularly described as follows:

That certain 6.25 acre parcel of land, being more particularly described as follows:

Commencing at the intersection of the west line of Garden Road, a 20' wide street, and the south line of the east line of Montgomery Road, a 20' wide street, in Hamilton County, Ohio, thence South 27°00' East, 200.00 feet, to the point of beginning for the rear estate hereby conveyed, said point of beginning being the southeast corner of the east line of the proposed Garden Road and the perpendicular thereof, thence following the north line of the proposed Garden Road, a 20' wide street, for a distance of 200.00 feet, to the point of beginning of the east line of the proposed Garden Road, thence following the east line of the proposed Garden Road, a 20' wide street, for a distance of 200.00 feet, to a point in the north line of Montgomery Road, hence a distance of 200.00 feet, thence westerly on a curved line tangent to the last described course and a distance of 200.00 feet, thence westerly on a curved line tangent to the last described course and a distance of 200.00 feet, thence westerly on a curved line tangent to the last described course and a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road, thence North 77°00' West, along the east line of the proposed Silver Crest Drive, for a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road, thence North 77°00' West, along the east line of the proposed Silver Crest Drive, for a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road, thence North 77°00' West, along the east line of the proposed Silver Crest Drive, for a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road.

There is hereby granted to the subject land and a new survey and legal description will be required hereinafter in Hamilton County will show the property to transfer.

Section 13, Township 10, Range 1, Hamilton County, Ohio, and being more particularly described as follows:

That certain 6.25 acre parcel of land, being more particularly described as follows:

Commencing at the intersection of the west line of Garden Road, a 20' wide street, and the south line of the east line of Montgomery Road, a 20' wide street, in Hamilton County, Ohio, thence South 27°00' East, 200.00 feet, to the point of beginning for the rear estate hereby conveyed, said point of beginning being the southeast corner of the east line of the proposed Garden Road and the perpendicular thereof, thence following the north line of the proposed Garden Road, a 20' wide street, for a distance of 200.00 feet, to the point of beginning of the east line of the proposed Garden Road, thence following the east line of the proposed Garden Road, a 20' wide street, for a distance of 200.00 feet, to a point in the north line of Montgomery Road, hence a distance of 200.00 feet, thence westerly on a curved line tangent to the last described course and a distance of 200.00 feet, thence westerly on a curved line tangent to the last described course and a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road, thence North 77°00' West, along the east line of the proposed Silver Crest Drive, for a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road, thence North 77°00' West, along the east line of the proposed Silver Crest Drive, for a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road.

Section 13, Township 10, Range 1, Hamilton County, Ohio, and being more particularly described as follows:

That certain 6.25 acre parcel of land, being more particularly described as follows:

Commencing at the intersection of the west line of Garden Road, a 20' wide street, and the south line of the east line of Montgomery Road, a 20' wide street, in Hamilton County, Ohio, thence South 27°00' East, 200.00 feet, to the point of beginning for the rear estate hereby conveyed, said point of beginning being the southeast corner of the east line of the proposed Garden Road and the perpendicular thereof, thence following the north line of the proposed Garden Road, a 20' wide street, for a distance of 200.00 feet, to the point of beginning of the east line of the proposed Garden Road, thence following the east line of the proposed Garden Road, a 20' wide street, for a distance of 200.00 feet, to a point in the north line of Montgomery Road, hence a distance of 200.00 feet, thence westerly on a curved line tangent to the last described course and a distance of 200.00 feet, thence westerly on a curved line tangent to the last described course and a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road, thence North 77°00' West, along the east line of the proposed Silver Crest Drive, for a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road, thence North 77°00' West, along the east line of the proposed Silver Crest Drive, for a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road.

Section 13, Township 10, Range 1, Hamilton County, Ohio, and being more particularly described as follows:

That certain 6.25 acre parcel of land, being more particularly described as follows:

Commencing at the intersection of the west line of Garden Road, a 20' wide street, and the south line of the east line of Montgomery Road, a 20' wide street, in Hamilton County, Ohio, thence South 27°00' East, 200.00 feet, to the point of beginning for the rear estate hereby conveyed, said point of beginning being the southeast corner of the east line of the proposed Garden Road and the perpendicular thereof, thence following the north line of the proposed Garden Road, a 20' wide street, for a distance of 200.00 feet, to the point of beginning of the east line of the proposed Garden Road, thence following the east line of the proposed Garden Road, a 20' wide street, for a distance of 200.00 feet, to a point in the north line of Montgomery Road, hence a distance of 200.00 feet, thence westerly on a curved line tangent to the last described course and a distance of 200.00 feet, thence westerly on a curved line tangent to the last described course and a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road, thence North 77°00' West, along the east line of the proposed Silver Crest Drive, for a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road, thence North 77°00' West, along the east line of the proposed Silver Crest Drive, for a distance of 200.00 feet, to the point of beginning, being the southeast corner of the east line of the proposed Garden Road.

DEPT.	MARKS	DATE	BY	REMARKS
1	2	3	4	5
1	2	3	4	5
1	2	3	4	5

In licensed center LLC, an Ohio limited liability company and Old Republic National Title Insurance Company, this is to certify that this map or plan and the survey on which it is based were made in accordance with the laws and regulations of the State of Ohio, and that the survey was conducted in accordance with the laws and regulations of the State of Ohio, and that the survey was completed on January 21, 2015.

Geoff J. Berding, P.S., 6880  
berding@berding-surveying.com

Date

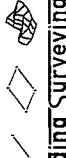
Examiners and minutes of record addressed in reporting this survey were prepared by Old Republic National Title Insurance Company Title Commitment Number A5363-1027-06, having an effective date of December 29, 2014 at 7:59 am.



ALTA/ACSM Land Title Survey

Station 13, Town 4  
Range 1, Township 10  
Hamilton County, Ohio

1" = 20'  
15507



Berding Surveying

GPS Surveying • 3D Laser Scanning  
11145 River Street, Columbus, OH 43240  
614.444.2222  
www.berdingsurveying.com

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## EXHIBIT B

The Grantee Property

**Auditor's Parcel No. 600-0211-0293:**

Situated in the County of Hamilton, in the State of Ohio and in the Township of Sycamore:

Situate in Section 13, Town 4, Entire Range 1, Miami Purchase, and being more particularly described as follows:

Commencing at the intersection of the west line of Garden Road, a 50 foot street, and the south line of Silver Crest Subdivision as shown on the Plat thereof recorded in Plat Book 2, Pages 2 and 3, of the Registered Land Records of Hamilton County, Ohio; thence South  $27^{\circ}10'$  East, along the west line of proposed Garden Road, 540 feet to the point of beginning for the real estate hereby conveyed, said point of beginning also being North  $27^{\circ}10'$  West 170 feet from the center line of Montgomery Road, measured on said west line of proposed Garden Road and the prolongation thereof; thence from said point of beginning South  $27^{\circ}10'$  East, along the west line of proposed Garden Road, 119.99 feet; thence southwardly on a curved line tangent to the last described course and deflecting toward the west, having a radius of 20 feet, with an included angle of  $90^{\circ}01'30''$ , for a distance of 31.42 feet to a point in the north line of Montgomery Road; thence south  $62^{\circ}51'30''$  West, along the north line of Montgomery Road and tangent to the last described course for a distance of 237 feet; thence westerly on a curved line tangent to the last described course and deflecting toward the north, having a radius of 20 feet with an included angle of  $89^{\circ}58'30''$ , for a distance of 31.41 feet to a point in the east line of a 50 foot strip of ground reserved for street purposes and to be known as Silver Crest Drive; thence North  $27^{\circ}10'$  West, along the east line of proposed Silver Crest Drive and tangent to the last described curve, for a distance of 120.01 feet; thence North  $62^{\circ}51'30''$  East, parallel to Montgomery Road, 277 feet to the point of beginning.

**EXHIBIT C**

6036219.5

6036219.7

6036219.1

