

**RESOLUTION 23 – 09, 2023**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A CONTRACT FOR PURCHASE AND SALE OF EASEMENTS WITH THE CITY OF CINCINNATI, THE AGENT FOR THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY FOR THE MANAGEMENT OF THE METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Board of Trustees of Columbia Township, Hamilton County, Ohio seeks to improve the health and safety of Township residents and businesses by working to modernize public infrastructure where feasible;

**WHEREAS**, the Metropolitan Sewer District of Greater Cincinnati (“MSD”), acting through its agent, the City of Cincinnati, is seeking easements over the property located at 4145 Locust Street, Cincinnati, OH 45227, as more particularly described as Hamilton County, Ohio Auditor’s PIN 520-0111-0034 (the “Property”) in connection with MSD’s Locust-Muchmore Sanitary Sewer Project;

**WHEREAS**, the Board has deemed it to be in the best interests of the Township to enter into that certain MSD Contract for Purchase and Sale of Easements with MSD and all amendments thereto (collectively, the “Agreement”), which shall grant one permanent easement to MSD for the construction, maintenance, repair, replacement and operation of a sewer line under the Property, and two twelve-month temporary construction easements over the Property to facilitate MSD’s construction of the sewer line (collectively, the “Easements”); and

**WHEREAS**, a copy of the Agreement and a drawing of the Easements are attached hereto as Exhibit A and Exhibit B, respectively; and

**WHEREAS**, the Board, upon majority vote, hereby dispenses with the requirement that this resolution be read on two separate days, and hereby authorizes the adoption of this resolution upon its first reading; and,

**WHEREAS**, this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and welfare of the Township; the reason for the emergency being to meet the deadline established by MSD to facilitate the design, planning, construction and installation of the sewer line under the Property.

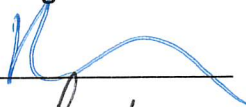
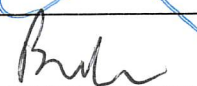

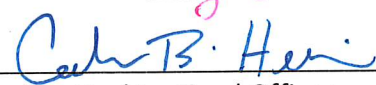
**NOW, THEREFORE, BE IT RESOLVED**, the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens hereby authorizes the Township Administrator to enter into the Agreement with MSD for the sale and purchase of certain easements over the Property in exchange for the sum of \$1,332.00.

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Motion to accept Resolution made by Mr. / Mrs. KUBICKI

Seconded by: Mr. / Mrs. HUGHES

**VOTE:**

TRUSTEE	Voting	Signature	Date
David Kubicki, President	yes		03-14-2023
Brian Lamar, Vice-President	yes		03-14-2023
Susan Hughes, Trustee	yes		03-14-2023
<b>ATTEST:</b>			03-14-2023
		Caroline Heekin, Fiscal Officer	

Passed this 14<sup>th</sup> day of March, 2023

**Attachments – MSD Contract for Purchase and Sale of Easements; Drawing of Easements**

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Exhibit A

MSD Contract for Purchase and Sale of Easements

(see attached)

MSD CONTRACT FOR PURCHASE AND SALE  
OF EASEMENTS

PROJECT: Locust St. & Muchmore Rd. Local Sewer  
PROJECT NUMBER: 1.03.70060  
PARCEL NO: 03

CONTRACT NO. \_\_\_\_\_

OWNER: Columbia Township Board of Trustees whose address is 5686 Kenwood Road, Cincinnati, OH 45227

PROPERTY: Easements over property located along 4145 Locust Street, Cincinnati, OH 45227 County Auditor's Parcel No(s): 520-0111-0034 (the "Property"), as shown on the plat labeled "Accession No. 78352 which is on file with MSD

THIS CONTRACT FOR PURCHASE AND SALE OF EASEMENTS ("Agreement") is made by and between the Owner and the City of Cincinnati ("MSD"), as agent for the Board of County Commissioners of Hamilton County, Ohio ("County") for the management of the Metropolitan Sewer District of Greater Cincinnati, 1600 Gest Street, Cincinnati, Ohio 45204.

1. **Agreement to Sell Easements.** In consideration of the purchase price and the covenants contained herein, Owner hereby agrees to grant to the County the following easement the location of which is shown on the above-referenced plat: (i) **1 permanent easement** over part of the Property for the construction, maintenance, repair, replacement, and operation of a sewer; and (ii) **2 temporary construction easements** over a part of the Property to facilitate the construction. The duration of the temporary easement shall be for 12 months immediately following the date on which the construction work described above is first commenced on the Property by MSD, or its duly authorized employees, agents or contractors. The easement rights shall also include the right to bring onto and temporarily store within the easement construction vehicles and all other equipment and materials needed for construction of the Project. Between the date of Owner's execution of this Agreement and the Closing (as herein defined), Owner shall not make any physical changes within the easements that would make MSD's installation of the improvements more expensive or difficult.

2. **Purchase Price.** The purchase price for the easements shall be \$ 1,332.00 (the "Purchase Price"), due and payable by MSD at Closing.

3. **MSD's Right to Enter.** Owner acknowledges that, between the date of Owner's execution hereof and the Closing, the City's agents, employees and contractors shall have the right to enter upon the easements, upon 24 hours prior verbal notice to Owner, for purposes of inspection and any and all other reasonable purposes.

4. **Title.** Owner represents and warrants to MSD that it is the sole owner of the fee simple interest in the Property and that the Property is free and clear from all liens and encumbrances whatsoever, except: (i) mortgage liens of record; (ii) easements, restrictions, conditions and covenants of record; (iii) all legal highways; (iv) zoning and building laws, ordinances, rules and regulations; and (v) any and all taxes and assessments not yet due and payable. Owner shall assist, in whatever manner reasonably possible under the circumstances as requested by MSD, to procure and deliver to MSD any releases, consents or subordinations of other interests that are necessary to convey said easements, including, but not limited to, those of any mortgagees, tenants, lessees, or others now in possession or in any manner occupying the Property. If MSD or Owner becomes aware of any title problems affecting the easements, Owner, at Owner's expense, shall promptly take such action as is necessary to clear the title. Between the date of Owner's execution of this Agreement and the Closing, Owner shall not convey any interest in the easements to any third party without MSD's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, MSD's obligation to close on the acquisition of the

easements is conditioned upon MSD's satisfaction with Owner's title to the Property. If such condition is not satisfied, MSD may terminate this Agreement by giving written notice thereof to Owner, whereupon neither party shall thereafter have any rights or obligations hereunder.

5. **Closing.** Owner shall convey the easements to the County (the "**Closing**"), by executing a an easement plat, on the date that is **sixty (60) days** after the date of MSD's execution of this Agreement or on such earlier or later date as the parties may agree upon. At Closing, the parties may execute a closing statement and such other documents as may be necessary or appropriate in connection with the conveyance.

6. **Closing Costs.** Any and all closing costs associated with the conveyance of the easements shall be paid by MSD, except that Owner shall pay outside of Closing its own attorney or other professional service fees incurred in connection with this Agreement, if any.

7. **Environmental Representations.** Owner represents and warrants to MSD that Owner is not aware of the existence of any environmental contamination, environmental hazards or other adverse environmental conditions previously or currently affecting the Property.

8. **Damage to Property.** In the event of damage to the easements resulting from any cause prior to Closing, MSD shall have the right to terminate this Agreement. If MSD does not exercise such right, at Closing MSD shall accept the easements in their then current condition.

9. **Survival.** Owner's execution of the easement plat shall not be deemed to extinguish or waive any of the obligations of Owner or MSD under this Agreement, nor shall such conveyance in any way prejudice or bar Owner or MSD in asserting any of their respective rights hereunder, all of which shall survive Owner's conveyance of the easements.

10. **Appropriation for Public Use.** Following Owner's execution of this Agreement, Owner agrees that it will not contest any action which the County has or may institute to appropriate the easements to public use, and in such proceedings Owner agrees to appear and consent that the jury in its verdict and the Court in its judgment entry may make the amount of the Purchase Price stated above the amount of the compensation awarded for the appropriation of the easements to public use. Owner also consents to the filing and use of this Agreement in such proceedings as evidence of the agreed value of the easements.

11. **Notice.** Any notice or other communication required or desired to be given to either party under this Agreement shall be in writing and (i) delivered personally, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by a nationally recognized overnight courier service, to the parties at their respective addresses set forth above or such other addresses as either party may specify from time to time. Notices shall be deemed given upon receipt.

12. **General Provisions.** This Agreement shall be governed by the laws of the City of Cincinnati and State of Ohio. This Agreement constitutes the entire agreement between MSD and Owner as to the subject matter hereof. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Any amendment to this Agreement must be in writing and signed by both parties. Time is of the essence in complying with the terms of this Agreement.

13. **Offer to Sell.** If Owner executes this Agreement prior to MSD, then this Agreement shall constitute an offer by Owner to sell the easements to the County, on the terms and conditions herein, for a period of **sixty (60) days** from the date of Owner's execution and may not be revoked by Owner during that time. Owner's offer shall automatically expire if MSD does not execute this Agreement within such 60-day period. Upon MSD's execution of this Agreement within such 60-day period, this Agreement shall constitute a valid and legally binding contract between the parties.

14. **Restoration of Owner's Property.** Upon completion of the construction work, the property of the Owners shall be restored as nearly as practicable to the condition it was prior to the construction.

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Exhibit B

Drawing of Easements

(see attached)

