

**RESOLUTION 24 - 39, 2024
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**RESOLUTION AUTHORIZING GRANT OF EASEMENT TO OPRAH L.
CROOKS, TRUSTEE, 6937 BUCKINGHAM AVE., FOR DRIVEWAY ON
COLUMBIA TOWNSHIP REAL PROPERTY, AUTHORIZING TOWNSHIP
ADMINISTRATOR TO EXECUTE AND DELIVER NECESSARY
DOCUMENTS FOR SUCH EASEMENT,
AND DISPENSING WITH THE SECOND READING**

WHEREAS, the Columbia Township Board of Trustees ("Grantor") is the fee owner of certain real property located in Hamilton County, Ohio, known as Berwick Ave., an as-yet unbuilt street, Hamilton County parcel tax number 570-0160-0241-00, and described on **Exhibit A** attached hereto (the "**Grantor Property**"); and

WHEREAS, Oprah L. Crooks, Trustee of William P. And Oprah L. Crooks Living Trust (2/6/1996) ("Grantee") is the fee owner of certain real property located in Hamilton County, Ohio, known as 6937 Buckingham Place, Cincinnati, Ohio 45227, and identified as Hamilton County, Ohio tax parcel number 520-0172-0351 and described on **Exhibit B** attached hereto (the "**Grantee Property**") (the Grantor Property and the Grantee Property are collectively referred to hereafter as the "**Parcels**" and individually as a "**Parcel**"); and

WHEREAS, Grantor agrees to grant Grantee an easement for ingress and egress over a portion of Grantor Property, as described on **Exhibit C** and shown on **Exhibit D** upon which a driveway was constructed by Grantee without prior authorization from Grantor (as such driveway may be contemplated herein, the "**Driveway**") to benefit the Grantee Property, all on the terms and conditions contained in this Agreement.

BE IT RESOLVED, by the Trustees of Columbia Township, Hamilton County, Ohio, as follows:

SECTION 1-A:

That the Board enters into an easement agreement with Oprah L. Crooks, Trustee of William P. And Oprah L. Crooks Living Trust, for ingress and egress upon the Driveway constructed over a portion of Township-owned real property known as Hamilton County parcel tax number 570-0160-0241-00, substantially in the attached form, subject to modifications approved by the Law Director.

SECTION 1-B:

That the Township Administrator is authorized to execute and to deliver any and all documents in order to grant the easement, as well as any other documents or agreements necessary to effectuate the grant of the easement.

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COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

SECTION 2:

The Trustees upon majority vote do hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 3:

This resolution shall take effect at the earliest time provided by Ohio law.

SECTION 4:

It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Motion to accept Resolution made by: MR. KUBICKI.

Seconded by: MR. BROKAMP

VOTE:

TRUSTEE	Voting	Signature	Date
David Kubicki	<u>yes</u>	<u>[Signature]</u>	08-13-2024
Brian Lamar	<u>yes</u>	<u>[Signature]</u>	08-13-2024
Steve Brokamp	<u>yes</u>	<u>[Signature]</u>	08-13-2024
ATTEST:	<u>[Signature]</u>		08-13-2024
	Caroline Heekin, Fiscal Officer		

APPROVED as to form: _____
Bryan Pacheco, Law Director

Refer to attachments.

DRIVEWAY ACCESS EASEMENT AGREEMENT

This DRIVEWAY ACCESS EASEMENT AGREEMENT ("**Agreement**") is made effective, as of the date this Agreement is fully executed (the "**Effective Date**"), by and between **THE BOARD OF TRUSTEES OF COLUMBIA TOWNSHIP**, an Ohio municipal corporation whose tax mailing address 5686 Kenwood Road, Cincinnati, Ohio 45227 ("**Grantor**"), and **OPRAH L. CROOKS, TRUSTEE OF WILLIAM P. AND OPRAH L. CROOKS LIVING TRUST DATED 2/6/1996**, whose tax mailing address is 6937 Buckingham Place, Cincinnati, Ohio 45227 ("**Grantee**") (Grantor and Grantee are collectively referred to hereafter as the "**Parties**" and individually as a "**Party**").

Recitals

WHEREAS, Grantor is the fee owner of certain real property located in Hamilton County, Ohio, known as Hamilton County tax parcel number 570-0160-0241-00 and more particularly described on **Exhibit A** attached hereto (the "**Grantor Property**");

WHEREAS, Grantee is the fee owner of certain real property located in Hamilton County, Ohio, known as 6937 Buckingham Place, Cincinnati, Ohio 45227 and identified as Hamilton County, Ohio tax parcel number 520-0172-0351 and more particularly described on **Exhibit B** attached hereto (the "**Grantee Property**") (the Grantor Property and the Grantee Property are collectively referred to hereafter as the "**Parcels**" and individually as a "**Parcel**");

WHEREAS, Grantor has agreed to grant Grantee an easement for ingress and egress over a portion of the Grantor Property upon which an driveway has be constructed by Grantee (as such driveway may be contemplated herein, the "**Driveway**") benefits the Grantee Property, all on the terms and conditions contained in this Agreement.

Agreement

NOW, THEREFORE, in consideration for the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Driveway Easement. As of the Effective Date, Grantor grants in favor of Grantee for the benefit of the Grantee Property an exclusive permanent easement and right-of-way over, under, across and through the portion of the Grantor Property that is described on the attached **Exhibit C** and depicted on the attached **Exhibit D** (the “**Driveway Easement Area**”) for purposes of (i) maintaining, repairing, and replacing the Driveway, and (ii) ingress and egress for vehicular and pedestrian traffic between the Grantee Property and the public roadway adjacent to the Grantor Property known as Buckingham Place (collectively, the “**Driveway Easement**”). The Driveway Easement shall be for the non-exclusive use and benefit of Grantee and its successors, assigns, employees, agents, contractors, licensees, invitees and visitors (collectively, “**Affiliates**”).

2. Maintenance and Repairs. Grantee shall be responsible for all construction, maintenance, repair, and replacement of the Driveway including, but not limited to, snow removal, at its sole cost and expense and shall maintain and keep the Driveway in good condition and repair. Grantee shall promptly repair and restore any physical damage to the Driveway Easement Area or any portion thereof resulting from the exercise of the rights granted to or performance of the obligations imposed upon Grantee by this Agreement.

3. Damage. Notwithstanding the terms of this Agreement, in the event that the Grantor or its Affiliates cause any damage to the Driveway, then Grantor shall be responsible for curing such damage at its sole cost and expense, including, but not limited to, returning the Driveway to a condition reasonably similar to the condition existing immediately prior to such damage.

4. Notice. Notices required or permitted to be given hereunder shall be given by certified mail, return receipt requested or nationally-recognized overnight courier service to the applicable Party at the tax mailing address of such Party listed in the records of the Hamilton County, Ohio Recorder’s Office, unless either Party provides the other with notice of a substitute address.

5. Covenants Running with the Land; Successors and Assigns. The covenants, rights and obligations in this Agreement shall: (a) run with the land, (b) apply to and be binding upon the Parties and their respective successors and assigns, and subsequent owners of any portion of the Parcels, (c) not be affected by a conveyance of all or any part of a Parcel, and (d) be for the benefit of the subsequent owners of any portion of the Parcels.

6. Amendments; Termination. This Agreement may be amended, modified or terminated at any time, but only by a written instrument executed by the Parties or their successors and recorded in the real estate records of the Hamilton County, Ohio Recorder’s Office.

7. No Rights in Public; No Implied Easements or Ownership. Nothing in this Agreement shall be construed to create any rights in the general public or as a dedication for public use. No easements, except those expressly set forth in this Agreement, shall be implied by this

Agreement. Grantor also hereby expressly confirms and agrees and that is has no interest in any of the Grantee Property.

8. Authority. Each Party covenants and warrants to the other that it has full power and authority and the legal right to execute and perform this Agreement.

9. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

10. Relationship to Parties. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, or joint venture between the Parties.

11. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same original document.

12. Exhibits. This Agreement includes and incorporates all of the following exhibits:

- Exhibit A: Legal Description of the Grantor Property
- Exhibit B: Legal Description of the Grantee Property
- Exhibit C: Legal Description of the Driveway Easement Area
- Exhibit D: Depiction of the Driveway Easement Area

[Remainder of page intentionally left blank, signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

Grantor:

THE BOARD OF TRUSTEES OF
COLUMBIA TOWNSHIP, OHIO,
an Ohio municipal corporation

By: _____
Melissa Taylor, Township Administrator

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Melissa Taylor, Township Administrator, on behalf of the Board of Trustees of Columbia Township, Ohio, an Ohio municipal corporation. This is an acknowledgement and no oath or admission was administered to the signer.

Notary Public

My commission expires: _____

Grantee:

Oprah L. Crooks, Trustee of the William P.
and Oprah L. Crooks Living Trust Dated
2/6/1996

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Oprah L. Crooks, Trustee of the William P. and Oprah L. Crooks Living Trust Dated 2/6/1996. This is an acknowledgement and no oath or admission was administered to the signer.

Notary Public

My commission expires: _____

This instrument prepared by:
R. Betsy Emmert, Esq.
Dinsmore & Shohl LLP
255 E. Fifth Street, Suite 1900
Cincinnati, Ohio 45202
(513) 977-8200

Exhibit A

Legal Description of the Grantor Property

Ex. A

Exhibit B

Legal Description of the Grantee Property

Exhibit C

Legal Description of the Driveway Easement Area

Ex. C

J. T. KING & CO. INC.
CIVIL ENGINEERS-LAND SURVEYORS

9200 Montgomery Road, Suite 21-B

Cincinnati, Ohio 45242-7714

Telephone (513) 793-7667

www.jtking.com

Principal:
J. Timothy King, PE-PS

Lee C. Nordloh, PS
Emeritus

FILE: CROOKS_EASEMENT_A.LGL
FILE NO.: 24014-S

June 20, 2024
Page 1 of 2

LEGAL DESCRIPTION

EASEMENT 'A'

0.0321 ACRES (1,400 SQ.FT.)

Situated in Section 10, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at the northeast corner of Lot 1003, Madison Place Subdivision, Fifth Section, as recorded in Plat Book 25, Page 70; said point lies at the intersection of the south right-of-way line of Buckingham Place, with the west right-of-way line of Berwick Avenue;

THENCE along the extension of the south line of Buckingham Place, South 88 degrees 45 minutes 00 seconds East for a distance of 12.50 feet;

THENCE South 04 degrees 44 minutes 10 seconds East for a distance of 35.39 feet;

THENCE South 88 degrees 45 minutes 00 seconds East for a distance of 8.35 feet to the centerline of Berwick Avenue;

THENCE with the centerline of Berwick Avenue, South 02 degrees 00 minutes 00 seconds West for a distance of 35.50 feet;

THENCE leaving the centerline of Berwick Avenue, North 88 degrees 45 minutes 00 seconds West for a distance of 25.00 feet to the east line of said Lot 1003,

Continued . . .

J. T. KING & CO. INC.
CIVIL ENGINEERS & LAND SURVEYORS
CINCINNATI, OHIO

FILE: CROOKS_EASEMENT_A.LGL
FILE NO.: 24014-S

June 20, 2024
Pages: 2 of 2

LEGAL DESCRIPTION
EASEMENT 'A'
0.0321 ACRES (1,400 SQ.FT.)

THENCE with the east line of said Lot 1003, along the west line of Berwick Avenue, North 02 degrees 00 minutes 00 seconds East for a distance of 70.70 feet to the place of beginning;

Containing in all 0.0321 Acres, 1,400 Square Feet more or less and subject to all legal highways and easements of record.

The basis of bearings is the Madison Place Subdivision, Fifth Section, as recorded in Plat Book 25, Page 70 in the Hamilton County Recorder's Office.

This Legal Description was prepared from a survey by J.T. King & Co., Inc. Civil Engineers and Land Surveyors, dated January 30, 2024, and revised on June 20, 2024, and written by J. Timothy King, PE-PS, Professional Land Surveyor, State of Ohio Registration No. 6549.

Exhibit D

Depiction of the Driveway Easement Area

BOOK: 520 PAGE: 0172
PARCEL: 0351

BASIS OF BEARINGS:

MADISON PLACE SUBDIVISION
FIFTH SECTION
P.B. 25, PG. 70

DEED OF RECORD
O.R. 7005, PG. 1210

LEGEND

STANDARD SYMBOLS THAT MAY
APPEAR ON THIS MAP

- IP FOUND - 5/8"
- IP FOUND - 1"
- IP SET - 5/8"
- IP SET - 1"
- IRON PIPE FOUND
- PK FOUND
- MAG NAIL SET
- RR SPIKE FOUND
- RR SPIKE SET
- CONC. MON. FOUND
- HUB & TACK SET
- STONE FOUND
- CROSS NOTCH SET
- BENCH MARK
- LATH SET ON-LINE

AREA: 0.1004 ACRES (SURVEY)

OPRAH L. CROOKS TR

O.R. 7005, PG. 1210 (0.101 AC.F.S)

AUDITOR'S PARCEL: 520-0172-0351

**EASEMENT
PLAT**

SITUATED IN
SECTION 10, TOWN 4, F.R. 2
MIAMI PURCHASE
COLUMBIA TOWNSHIP
HAMILTON COUNTY, OHIO

05/20/2024

J. T. KING & CO., INC.
CIVIL ENGINEERS • LAND SURVEYORS
8200 MONTGOMERY ROAD • SUITE "210"
CINCINNATI, OHIO 45242

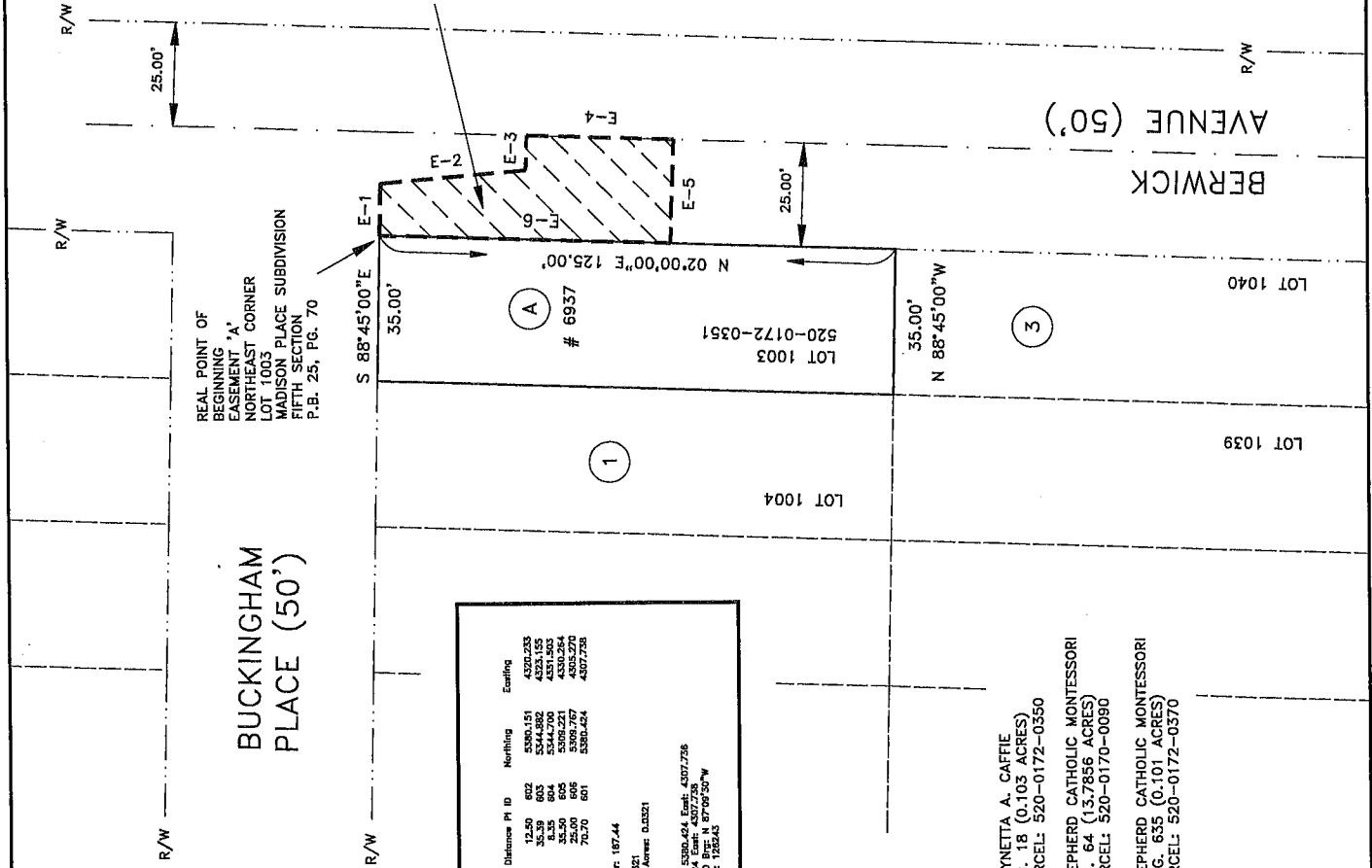
TELEPHONE: (616) 765-7667 FACSIMILE: (616) 765-7667

OPRAH L. CROOKS TR
6937 BUCKINGHAM PLACE
CINCINNATI, OHIO 45227

APPROVED BY: J. T. KING
DRAWN BY: NORDLOH
DATE: 1/30/2024
ORD NAME: CROOKS.CRD
SCALE: 1"=20'
DWG NAME: CROOKS.DWG
FILE NO.: 24014-S

EASEMENT - BEARINGS & DISTANCES	
E-1	S 88°45'00"E 12.50'
E-2	S 04°44'10"E 35.39'
E-3	S 88°45'00"E 8.35'
E-4	S 02°00'00"W 35.50'
E-5	N 88°45'00"W 25.00'
E-6	N 02°00'00"W 70.70'

EASEMENT 'A'
0.0321 ACRES
(1,400 SQ.FT.)



AREA CLOSURE: EASEMENT 'A'				
PI ID	Ang Bt	Bearing	Distance PI ID	Ending
601	52°59'10"	S 88°45'00"E	12.50	602 5380.151
602	52°59'10"	S 04°44'10"E	35.39	603 5344.882
603	28°00'50"	S 88°45'00"E	8.35	604 5350.151
604	88°45'00"	N 88°45'00"W	25.00	605 5308.221
605	88°45'00"	N 02°00'00"E	70.70	601 5380.151
606	88°45'00"	N 02°00'00"E	70.70	601 5380.151
607	88°45'00"	N 02°00'00"E	70.70	601 5380.151
Perimeter: 187.44 Accum.Perimeter: 187.44				
Approx. Sq. Feet: 1400 Acres: 0.0321				
Approx. Accum. - Sq. Feet: 1400 Acres: 0.0321				
Closed Ending Coordinates: North: 5380.424 East: 4307.728				
Ending Coordinates: North: 5380.424 East: 4307.728				
Error: N = -0.000 E = 0.000				
Distance Traversed: 187.44 Closure: 128.43				

- 1 LESLIE L. & LYNETTA A. CAFFIE
D.B. 4307, PG. 18 (0.103 ACRES)
AUDITOR'S PARCEL: 520-0172-0350
- 2 THE GOOD SHEPHERD CATHOLIC MONTESSORI
D.B. 4256, PG. 64 (13.7856 ACRES)
AUDITOR'S PARCEL: 520-0170-0080
- 3 THE GOOD SHEPHERD CATHOLIC MONTESSORI
O.R. 15029, PG. 635 (0.101 ACRES)
AUDITOR'S PARCEL: 520-0172-0370