

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on March 6, 2024, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Chair, Trustee
Joseph P. Rozzi – Vice Chair, Trustee
Mark Sousa – Trustee

Mr. Cordrey introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 2024-0306B**

A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR RECIPROCAL EASEMENT AND SUBSEQUENT EASEMENT AGREEMENT WITH BEAVERCREEK SITE MANAGEMENT, LLC AND DECLARING AN EMERGENCY

WHEREAS, the Board of Township Trustees is the owner of certain real property identified as Warren County Parcel No. 1611200022 (the “Township Property”); and,

WHEREAS, Beaver Creek Site Management, LLC (“Grantee”) is under contract to purchase an adjacent parcel identified as Warren County Parcel No. 1605100001 (the “Development Parcel”); and,

WHEREAS, Grantee desires a non-exclusive sewer and temporary construction easement over, across, and through the Township Property; and,

WHEREAS, Grantee has offered to enter into an Agreement for Reciprocal Easement and subsequent Easement Agreement identifying benefits for both the Township and the Grantee.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

SECTION 1. The Township Administrator, in consultation with the Law Director, is hereby authorized to enter into an Agreement for Reciprocal Easements and subsequent Easement Agreement, each in substantially the same form and upon substantially the same terms as contained in the attached Exhibit A incorporated herein, together with such additional documents as may be reasonably required to effectuate the intent thereof, provided that the Township Administrator may, in consultation with the Law Director require such changes as he or she deems most advantageous to the Township prior to execution.

SECTION 2. This Resolution is declared to be an emergency measure necessary for the preservation of the health, safety, and well-being of the residents of the Township and in order to facilitate the grant of the easements described herein.

SECTION 3. This Resolution shall take effect on the earliest date allowed by law.

Mr. Rozzi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

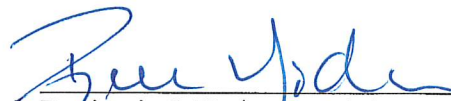
Darryl Cordrey	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Joseph P. Rozzi	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Mark Sousa	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

Resolution adopted this 6th day of March, 2024.

Attest:


Kurt Weber, Fiscal Officer

Approved as to form:


Benjamin J. Yoder, Law Director

I, Kurt Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on March 6, 2024.

Date: 3/6/2024


Kurt Weber, Fiscal Officer

AGREEMENT FOR RECIPROCAL EASEMENT

This Agreement for Reciprocal Easement (“Agreement”) is made this ___ day of _____, 2024, by and between Beaver Creek Site Management, LLC, whose address is 8200 Graves Road, Cincinnati, OH 45243 (“Beaver Creek”) and Hamilton Township Board of Trustees whose address is 7780 South State Route 48, Hamilton Township, OH 45039 (“Hamilton Township”).

WHEREAS, Beaver Creek has entered into a Real Estate Purchase Agreement for the acquisition and development of the property more completely described upon the attached Exhibit “A” and hereinafter referred to as the “Irwin Property”; and

WHEREAS, Beaver Creek is in the process of completing its development plans for development of the Irwin Property prior to closing on its purchase; and

WHEREAS, Beaver Creek has requested of Hamilton Township to grant it a sanitary sewer and temporary construction easement over and across a portion of the Hamilton Township property more completely described upon the attached Exhibit “B”; and

WHEREAS, Hamilton Township has requested of Beaver Creek to grant it a Sanitary Sewer and Temporary Construction Easement to be used by Hamilton Township over and across a portion of the Irwin Property, upon Beaver Creek’s Acquisition of the Irwin Property and completion of Beaver Creek Sanitary Sewer Facilities, if necessary (defined herein); and

WHEREAS, Beaver Creek and Hamilton Township acknowledge that Beaver Creek’s due diligence may yet take several months to complete and desire to enter into this Agreement to make easements which will benefit both Hamilton Township and Beaver Creek prior to Beaver Creek’s acquisition of the Irwin Property.

NOW THEREFORE, the parties agree as follows:

1. Future Grant of Beaver Creek Easement. Immediately upon Beaver Creek closing on the acquisition of the Irwin Property, Beaver Creek shall pay to Hamilton Township the sum of Five Thousand Dollars (\$5,000.00) and Hamilton Township contemporaneously with a receipt of the funds agrees that it shall grant to Beaver Creek a perpetual nonexclusive sanitary sewer easement and temporary construction easement over and across that portion of the Hamilton Township property more fully described and depicted upon the attached hereto Exhibits “C-1”, “C-2”,

“C-3” (the “Easement Agreement”), and substantially in the form as Exhibit “D” attached hereto

2. Beavercreek Completion of Construction: Notwithstanding anything to the contrary contained herein, Beavercreek shall be permitted to complete installation of the sanitary sewer mains, connections, laterals, etc. (“Sanitary Sewer Facilities”) over and across the Easement Property pursuant to the terms and conditions of the executed and recorded Easement Agreement.
3. The Beavercreek Future Grant of Easement to Hamilton Township: The Easement Agreement is non-exclusive and reflect that upon Beavercreek’s completion of installation of its Sanitary Sewer Facilities, Beavercreek agrees that it shall (upon request by Hamilton Township or its successor in interest) grant Hamilton Township or its successor in interest access to and use of the Beavercreek Sanitary Sewer Facilities for extension of sanitary sewer by Hamilton Township for the use and benefit of Hamilton Township or its successor in interest with respect to any part of the Hamilton Township property.
4. Beavercreek Installation of Bollards: Beavercreek shall cooperate with Hamilton Township for installation of emergency access bollards within the Hamilton Township right of way to prevent traffic flow on Honeysuckle Lane. With Hamilton Township approval of the final plans and proposal regarding type and location of bollards, Beavercreek will (at its sole cost and expense) install the bollards within 60 days after installation of the base course of asphalt of the Honeysuckle Lane connection. After installation, Hamilton Township shall be responsible for maintaining the bollards. The location of the bollards is depicted on Exhibit “E”.
5. Successors and Assigns. The provisions of this Easement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.
6. Miscellaneous. This Agreement and the Easement Agreement set forth the entire agreement between the parties and there shall be no additional changes hereto unless the same is agreed to by the parties in writing.
7. Severable. In the event of any one or more of the provisions of this Agreement shall for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or the Easement Agreement and shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein.

8. Governing Law. This Agreement and the Easement Agreement shall be governed and controlled by the applicable laws of the State of Ohio.

[SIGNATURE PAGES FOLLOW]

Exhibit "A"

IRWIN PROPERTY

Exhibit "B"

TOWNSHIP PROPERTY

Exhibit "C"

EASEMENT DESCRIPTION/PLAT

Exhibit "D"
EASEMENT FORM

Exhibit "E"

BOLLARDS

19170962v2

SANITARY SEWER EASEMENT AGREEMENT

This Sanitary Sewer Easement Agreement (the "Easement Agreement") is made this ____ day of _____, 2024 by and between **HAMILTON TOWNSHIP, OH** ("Hamilton Township"), whose address is 7780 South State Route 48, Hamilton Township, OH 45039, and **BEAVERCREEK SITE MANAGEMENT, LLC**, an Ohio limited liability company, whose address is 8200 Graves Road, Cincinnati, OH 45243 ("Beavercreek") under the following circumstances:

RECITALS

Hamilton Township is the owner of property identified as Auditor's Parcel Number _____, located at _____ and more particularly described on Exhibit "A" attached hereto and incorporated herein ("Hamilton Township Property"); and

Beavercreek Site Management, LLC is the owner in fee simple of real property identified as Auditor's Parcel Number _____ of the _____ County, Ohio Records as more particularly described on Exhibit "B" attached hereto and incorporated herein ("Beavercreek Property"); and

Hamilton Township desires to grant to Beavercreek a non-exclusive sanitary sewer easement and temporary construction easement (collectively, the "Easements") on, over, under and across a portion of the Hamilton Township Property for the use and benefit of the Beavercreek Property, and the owners thereof, upon the terms and conditions set forth in this Easements.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00), and of the terms and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hamilton Township and Beavercreek hereby agree as follows:

1. Grant of Sanitary Sewer Easement. Hamilton Township does hereby grant to Beavercreek, a non-exclusive sanitary easement on, over, under and across that portion of the Hamilton Township Property as depicted on the Plat attached hereto as Exhibit "C" and incorporated herein, and designated as the "Sanitary Sewer Easement Area". Such Easements shall be for the purpose of constructing, operating, maintaining, tapping into, replacing and/or removing or reinstalling a Sanitary Sewer line, related facilities, pumping equipment and all appurtenances thereto (collectively, the "Sanitary Sewer Facilities") necessary to the operation thereof. Such Easements is

for the benefit of Beaver Creek, as well as the owners thereof, and/or any governmental agency having jurisdiction over the Easement, and their successors and assigns. The foregoing Easement shall be subject to the limitations and restrictions hereinafter set forth.

Hamilton Township further grants to Beaver Creek, their successors and assigns, the right to cut, trim and remove any trees, overhanging branches, or any other construction within the limits of the Easement, which, in the opinion of Beaver Creek, may endanger the continued safety of, or interfere with the construction, operation or maintenance of the Sanitary Sewer Facilities.

2. Temporary Construction Easement. Hamilton Township does hereby grant to Beaver Creek a temporary non-exclusive access and construction easement (collectively, the "Temporary Construction Easement") on, over, under and across that portion of the Hamilton Township Property, which Temporary Construction Easement shall be ____ () feet in width depicted on the plat attached hereto as Exhibit "C" ("Temporary Construction Easement Area"), for the purpose of constructing the Sanitary Sewer Facilities. The Temporary Construction Easement shall be for the purpose of accessing, excavating, grading, and storing earth and construction materials and moving and operating construction equipment over and upon the Temporary Construction Easement Area as may be necessary for the construction of the Sanitary Sewer Facilities until the construction is completed; provided, however, that no staging or parking of construction equipment and vehicles shall be permitted. Beaver Creek shall complete its construction and installation of the Sanitary Sewer Facilities in an expeditious, workmanlike manner, and in compliance with all applicable rules, laws and regulations. Beaver Creek shall complete installation of the sanitary sewer mains, connections, laterals, etc. within 18 months of the commencement of construction of the sanitary sewer facilities. It being understood and agreed that no structures or improvements (except fences lying within the Temporary Construction Easement Area) shall be removed or damaged and that the Temporary Construction Easement Area or any of the Hamilton Township Property disturbed by such work (including fences), shall be restored to as nearly its present condition as is reasonable and practical, including backfilling of trenches, repairing, replacing and resodding of lawns, reseeding of grass and replacing or replanting trees and shrubbery. Hamilton Township hereby agrees and assures that no trees or structures will be planted or placed within the Temporary Construction Easement Area after the signing of this Easement Agreement and until construction is completed.

3. Restrictions. No improvements of any kind shall be made on, over or within the Sanitary Sewer Easement Property, which would interfere with access to the Sanitary Sewer Easement by Beaver Creek or the agency having jurisdiction over the Easement and their successors and assigns.

4. Dedication of Easements. Beaver Creek agrees that until such time as the Sanitary Sewer Easement is dedicated to and accepted by the Warren County Commissioners as a public sanitary sewer and sanitary sewer easement, that Beaver Creek shall be responsible for all maintenance and upkeep at its sole cost and expense, the Easements and all Facilities and appurtenances thereto in good and working condition.

5. Hold Harmless. Beaver creek, or any future owner of the Beaver creek Property, as the case may be, its successors and assigns, hereby agree to indemnify and hold Hamilton Township harmless for any losses, claims or damages, arising out of Beaver creek, its agents, contractors, licensees, invitees, successors and assigns, for uses of the Easements described herein.

6. Repair of Property. If, during any construction, installation, repair or maintenance of the Easements and easement facilities by Beaver creek, its contractors, subcontractors, licensees and invitees, any damage occurs to any portion of the Hamilton Township Property, such damage shall be repaired and restored to substantially the same condition as existed immediately preceding the commencement of the work, at the sole cost and expense of Beaver creek, its successors and assigns.

7. Covenants Running with the Land. The rights, agreements, representations, warranties and easements set forth in this Easement Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by Hamilton Township and Beaver creek, their respective heirs, personal representatives, successors and assigns, as the case may be.

8. Amendment. This Easement Agreement may be amended only by written instrument duly executed and recorded by the owners of both the Hamilton Township Property and the Beaver creek Property.

9. Severability. If any of the provision of this Easement Agreement or the application of that provision to any person or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Easement Agreement, or the application of the provisions to other persons or circumstances, shall not be affected and each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Ownership. To the best of Hamilton Township's knowledge, it warrants that it has full power to convey the easements herein.

11. Insurance; Indemnification. Beaver creek shall maintain appropriate liability, and worker's compensation insurance, at its sole cost and expense, throughout the term of the construction of the proposed easement Facilities referred to herein and shall obtain all necessary permits and consents from all applicable governmental entities, utility companies and interested parties to construct and install the easement Facilities located within the Sanitary Sewer Easement Area. Except to the extent any of the below-described Claims arise from any negligence or wrongful act of Hamilton Township or of its agents or invitees, Beaver creek shall defend, indemnify and hold harmless Hamilton Township from and against any and all liabilities, demands, expenses, penalties, fines, costs, charges and claims for damages whatsoever (collectively, "**Claims**"), to the extent caused by the acts or omissions of Beaver creek or any of its employees, agents, licensees, contractors or subcontractors, or their employees, agents, licensees, contractors or subcontractors.

[SIGNATURE PAGES FOLLOW]

**BEAVERCREEK SITE MANAGEMENT,
LLC**
an Ohio limited liability company

By: _____
Joe Farruggia, Sole Member

STATE OF OHIO :
 : SS
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____ 2024 by Joe Farruggia, the Sole Member of Beaver Creek Site Management, LLC, an Ohio limited liability company.

Notary Public

Prepared by: Richard A. Paolo, Esq., 2200 US Bank Tower, 425 Walnut St., Cincinnati, OH 45202.
(513) 241-0400. rapaolo@arh-law.com

P:\Farruggia, Joe\Miami Stricker Annexation\Sanitary Sewer Easement Agreement.doc

EXHIBIT "A"

HAMILTON TOWNSHIP PROPERTY

EXHIBIT "B"
BEAVER CREEK PROPERTY

EXHIBIT "C"
EASEMENT/PLAT

DESCRIPTION FOR: HAMILTON TOWNSHIP TRUSTEES
LOCATION: STRIKER ROAD
HAMILTON TOWNSHIP
40' TEMPORARY CONSTRUCTION EASEMENT

Situate in Military Survey No. 1548, Hamilton Township, Warren County, Ohio and being part of a 6.7981 acre tract as conveyed to Hamilton Township Trustees by deed recorded in O.R. Volume 5380, Page 342, Warren County, Ohio Recorder's Office and. The centerline of a 40.00 foot temporary construction easement being described as follows:

Commencing at a found mag nail at the centerline intersection of Heritage Boulevard (Private) and Striker Road (R/W Varies);

Thence with the centerline of said Striker Road, along an arc of a curve having a radius of 4580.00, an arc length of 222.51, and a delta angle of 02°47'01", the chord of said arc bearing South 08°43'23" West, 222.49 feet to a point;

Thence leaving said centerline, South 79°53'06" East, 42.05 feet to a found iron pin at a northwest corner of a 64.25 acre tract as conveyed to Terry L. Irwin, Trustee & Lea F. Irwin, Trustee of the Irwin Family Living Trust by deed recorded in Deed Doc. No. 2018-029037, Warren County, Ohio Recorder's Office;

Thence with a north line of said 64.25 acre tract, South 86°21'10" East, 86.60 feet to the TRUE POINT of BEGINNING;

Thence through said Hamilton County Trustees lands for the following three (3) courses and distances:

- 1) North 47°58'01" East, 275.52 feet to a point;
- 2) North 37°00'06" East, 190.00 feet to a point;
- 3) North 61°18'43" East, 81.01 feet to the point of terminus of said centerline easement.

The 40.00 foot temporary construction easement described herein lies 20.00 feet parallel to and perpendicular with the above described centerline.

Subject to all legal highways, easements and restrictions of record.

The above description is based on an Easement Exhibit dated January 22, 2024. Prepared by McGill Smith Punshon, Inc. under the direction of Louis J. Hanser, P.S., Ohio Registration 7843. Bearings based on the Ohio State Plane Coordinate System, South Zone, NAD83 (ground).

Prepared by: McGill Smith Punshon, Inc.
Date: January 22, 2024
MSP No.: 16448.02
16448023-CLI-LEG-TEMP

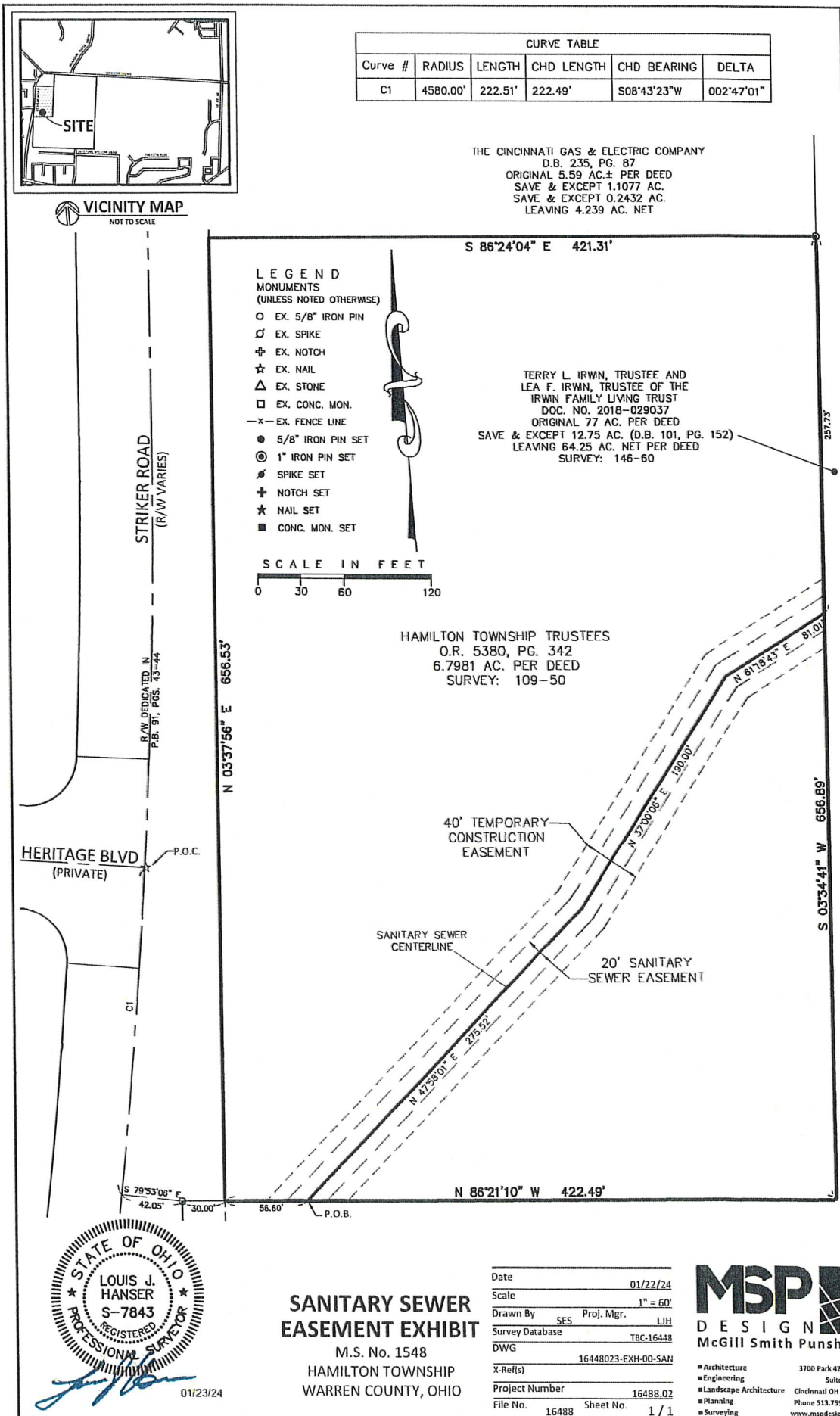


McGill Smith Punshon, Inc.
3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241
513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com

01/23/24



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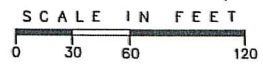


CURVE TABLE					
Curve #	RADIUS	LENGTH	CHD LENGTH	CHD BEARING	DELTA
C1	4580.00'	222.51'	222.49'	S08°43'23"W	002°47'01"

THE CINCINNATI GAS & ELECTRIC COMPANY
 D.B. 235, PG. 87
 ORIGINAL 5.59 AC.± PER DEED
 SAVE & EXCEPT 1.1077 AC.
 SAVE & EXCEPT 0.2432 AC.
 LEAVING 4.239 AC. NET

S 86°24'04" E 421.31'

- LEGEND**
 MONUMENTS
 (UNLESS NOTED OTHERWISE)
- EX. 5/8" IRON PIN
 - ⊕ EX. SPIKE
 - ⊕ EX. NOTCH
 - ☆ EX. NAIL
 - △ EX. STONE
 - EX. CONC. MON.
 - x- EX. FENCE LINE
 - 5/8" IRON PIN SET
 - ⊙ 1" IRON PIN SET
 - ⊘ SPIKE SET
 - ⊕ NOTCH SET
 - ★ NAIL SET
 - CONC. MON. SET



TERRY L. IRWN, TRUSTEE AND
 LEA F. IRWN, TRUSTEE OF THE
 IRWIN FAMILY LIVING TRUST
 DOC. NO. 2018-029037
 ORIGINAL 77 AC. PER DEED
 SAVE & EXCEPT 12.75 AC. (D.B. 101, PG. 152)
 LEAVING 64.25 AC. NET PER DEED
 SURVEY: 146-60

HAMILTON TOWNSHIP TRUSTEES
 O.R. 5380, PG. 342
 6.7981 AC. PER DEED
 SURVEY: 109-50

40' TEMPORARY
 CONSTRUCTION
 EASEMENT

SANITARY SEWER
 CENTERLINE

20' SANITARY
 SEWER EASEMENT



**SANITARY SEWER
 EASEMENT EXHIBIT**
 M.S. No. 1548
 HAMILTON TOWNSHIP
 WARREN COUNTY, OHIO

Date	01/22/24
Scale	1" = 60'
Drawn By	SES
Proj. Mgr.	LJH
Survey Database	TBC-16448
DWG	16448023-EXH-00-SAN
X-Ref(s)	
Project Number	16488.02
File No.	16488
Sheet No.	1 / 1

MSP
 DESIGN
 McGill Smith Punshon

- Architecture
- Engineering
- Landscape Architecture
- Planning
- Surveying

3700 Park 42 Drive
 Suite 190B
 Cincinnati OH 45241
 Phone 513.759.0004
 www.mspsdesign.com

Issue/Revision	No.	Date
ACCESS & LOT	1	1/1/2017

GRANDIN ROAD
MILITARY SURVEY NO. 1547 & 1548
VILLAGE OF SOUTH LEBANON
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

No Emergency Access
Access

Sheet Title	Emergency Access Concept
Project Number	62' WIDE CONCEPT PLAN (HAYING 20.0% OPEN SPACE)
Drawing Scale	1" = 100'
Sheet Number	1/1
File Number	15448

MINIMUM SITE DEVELOPMENT DATA
 LOT AREA: 7,400 SF
 LOT WIDTH @ SETBACK: 60 FT
 FRONT YARD SETBACK: 30 FT
 SIDE YARD SETBACK: 6 FT
 SIDE YARDS BOTH: 12 FT
 REAR YARD SETBACK: 30 FT
 TOTAL NUMBER OF LOTS: 182
 AREA OF DEVELOPMENT: 64.55 AC
 AREA OF OPEN SPACE: 13.4 AC
 OPEN SPACE PERCENTAGE: 20.7%



Emergency Access is in lieu of right of way.
Go back to Public street and right of way.

