

RESOLUTION G2024-57

**RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF THE
LICENSE AGREEMENT FOR USE OF TOWNSHIP RIGHT-OF-WAY**

WHEREAS, the Board of Township Trustees of Symmes Township, Hamilton County, Ohio, deems it necessary and in the best interest of the Township to allow for the use of certain property; and

WHEREAS, the Board of Township Trustees of Symmes Township, Hamilton County, Ohio, has determined that it is appropriate and necessary at this time to proceed with the grant of revocable street license for the real property hereinafter described/depicted in order to preserve and protect the property for the public use; and

WHEREAS, the Board of Trustees has determined the necessity of granting a non-exclusive license, over and across the property known as Parcel No. 620-0241-0079-00, Deed Book 620 page 241, as depicted in the License Agreement.

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

Section 1. That the Board of Trustees of Symmes Township of Hamilton County, Ohio is hereby authorized to grant a license and execute a License Agreement, substantially as set forth and attached hereto as Exhibit “A” and incorporated herein by reference and authorizes the Administrator to execute same as may be subject to minor modification by the Administrator as approved by counsel.

Section 2. The purpose of said granting of interest in the real estate described herein above is for the public access of the public, including the adjacent property owners for the purpose of access, repair, and maintenance of Main Street.

Section 3. It is hereby certified that all formal actions of the Board of Trustees of Symmes Township, Hamilton County, Ohio relating to the adoption of this Resolution were taken in an open meeting of the Board and that all deliberations of the Board were in meetings open to the public, in

compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

Section 5. This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

ADOPTED JUNE 4, 2024 – RESOLUTION G2024-57

Vote Record: MS. LEIS _____ MR. BRYANT _____ MR. BECK _____

BOARD OF TRUSTEES:

Jodie L. Leis, President

Kenneth N. Bryant, Vice-President

Philip J. Beck, Trustee

ATTEST:

APPROVED AS TO FORM:

Joseph C. Grossi, Fiscal Officer

Jeff Forbes, Law Director

LICENSE AGREEMENT

This License Agreement is made as of this 4th day of June, 2024, between the **BOARD OF TRUSTEES OF SYMMES TOWNSHIP, Hamilton County, Ohio**, (“Licensor”) and **Montgomery Storage Investors LLC, 9370 Remington Road, Loveland, Ohio 45140**, (“Licensee”).

RECITALS:

- A. Licensee proposes constructing a single-family home with a concrete or other hard surface driveway requiring access from the public right of way, currently a dedicated but not accepted paper street, owned by Licensor.
- B. Licensee has requested that Licensor permit access to Licensee’s driveway, garage, and home through and across said paper street, and Licensor is agreeable to do so only under the following certain conditions:

1. For One dollar (\$1.00) and other valuable consideration, Licensor hereby grants to Licensee the right and privilege to use the adjacent paper street exclusively for access to Licensee’s concrete driveway apron, garage and home, as of the date of the signing of this License Agreement and along with the obligation for Licensee to maintain, operate, and repair any portion of the proposed concrete driveway apron that is located on Licensor’s property more fully depicted in Exhibit “A” attached hereto, as set forth in Hamilton County, Ohio Auditor’s Tax Map Book 620, page 241 as “Township Road Main Street (“Licensed Property”).) The Licensed Property is along the east side of Licensee’s property as described in No. 2 below.

2. The License granted under this Agreement shall inure to the benefit of the property owned by Licensee which property is more fully described in Exhibit “B” attached hereto, and which is known as Hamilton County, Ohio Auditor’s parcel no. 620-0241-0079-00 (the “Montgomery Storage Investors LLC. Property”). This Agreement shall run with the land and be binding upon Licensor and Licensee and their respective successors and assigns, except as provided below.

3. Licensee, its successors, and assigns shall properly maintain the driveway apron and the Licensed Property. Should Licensee fail to properly maintain the driveway apron, including, but not limited to snow and refuse removal, and such failure impairs Licensor’s ability to use the Licensed Property or causes a danger to the health, safety or welfare of the Licensor or its residents, Licensor may remove the existing driveway apron, provided Licensor has given written notice of its intent to take action at least ten (10) day prior to taking such action, except in the case of an emergency, when only such notice as is reasonable under the circumstances is required. Licensor may perform such required maintenance and shall be entitled to be reimbursed for its reasonable costs incurred in doing so by the Licensee.

4. In the event that there is any damage caused by Licensee or its contractors, during the Licensee's construction on the Licensed Property, Licensee shall repair and restore the Licensed Property to its equal, or better pre-existing condition.

5. As a public right of way, Licensor, its successors and assigns and the general public shall have full right and privilege to use the Licensed Property for any and all purposes; provided that Licensor shall not unreasonably interfere with the rights granted to Licensee hereunder. In addition, Licensee shall not in any way block or impede any access through and along the Licensed Property at any time.

6. As additional consideration for the granting of this License, Licensee hereby agrees to take all actions necessary to enact and implement a deed restriction on parcel **620-0241-0079-00 (Montgomery Storage Investors LLC. Property)** providing that the parcel shall not be subdivided in any manner that would allow for more than one single-family residence to be constructed on said property.

7. Licensee, its successors and assigns, shall indemnify and hold Licensor harmless from and against any and all damages, losses, judgments, costs and expenses, incurred by or imposed upon Licensor or the property, directly or indirectly, resulting from, or in any way connected with any construction, installation, entry upon or activity conducted on the Licensed Property pursuant to this License Agreement by Licensee or its successors, assigns, agents, or contractors.

8. The cost of casualty and liability insurance for any injuries occurring during the repair and restoration of Licensed Property by Licensee and/or its contractor(s), and the removal and/or relocation, and repair, if necessary, of the driveway shall be borne solely by Licensee, its successors, and assigns. This Agreement shall terminate immediately upon removal or relocation of the driveway encroachment by Licensee, its successors, and assigns, as more fully set forth herein.

9. This License Agreement applies to only Licensee's driveway access over the Licensed Property and shall expire and be void in the event that the driveway is destroyed, demolished, or otherwise removed from the Licensed Property.

10. The Licensee understands and acknowledges that Licensor has not maintained the paper street in question for access or other purposes, and that there is no intention or ability of Licensor to undertake such maintenance in the future nor any obligation to do so is created or expected from this License.

11. The License herein granted shall be subject to all regulations and law now in force or hereafter effective relating to the construction, maintenance, operation, discontinuance or abandonment of Licensee's driveway, and the License may be unilaterally revoked at any time by Licensor, upon seven days written notice to Licensee, its successors, or assigns.

Witness:

ACKNOWLEDGEMENT

STATE OF OHIO)
)SS:
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public in and for said County and State, personally came _____, who acknowledged that they did sign said instrument as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name affixed my notarial seal on the day and year first above written.

Notary Public, State of Ohio
My Commission Expires:_____

This instrument prepared by: Wood & Lamping, LLP

EXHIBIT "A"

EXHIBIT "B"