



CITY OF

MONTGOMERY

A CHARMING PAST. A GLOWING FUTURE.

COMMUNITY IMPROVEMENT CORPORATION AGENDA

10101 Montgomery Road • Montgomery, Ohio 45242

(513) 891-2424 • Fax (513) 891-2498

AGENDA

July 22, 2020

City of Montgomery

The meeting will be offered both in place at City Hall and by teleconference for those who cannot attend in person or feel safer sheltering at home. To participate in this meeting by teleconference please use the following phone number:
1-866-228-9900 with a passcode of 204938.

Meeting of Board of Trustees – immediately following the conclusion of the City Council Work Session scheduled at 7:00 p.m.

1. Call to Order
2. Guests and Residents
3. Minutes – March 4, 2020 meeting of Trustees
4. New Business
 - a. Authorization of an Easement to Duke Energy Ohio, Inc.
5. Old Business
6. Other Business
7. Adjournment

TO: Lee Ann Bissmeyer, President
Montgomery CIC Board of Trustees

FROM: Terrence M. Donnellon

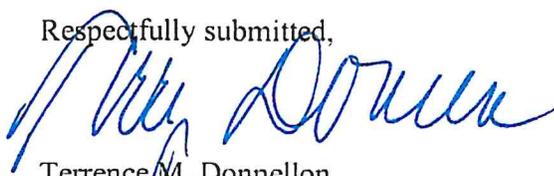
RE: Easement to Duke Energy Ohio, Inc.

DATE: July 20, 2020

Duke Energy Ohio, Inc. has requested that the Montgomery Community Improvement Corporation authorize a utility easement for an underground utility bank located on the northwest portion of the Montgomery Quarter site. This easement runs across the property previously acquired as a part of Montgomery Chevrolet and is anticipated to be incorporated in the right-of-way for Cameron Lane. Duke Energy Ohio, Inc. needs the easement granted at this time so that they may properly contract for the work.

The property has been deeded from the City to the Montgomery Community Improvement Corporation and at the same time a Consolidation Plat for the entire site is pending with the County. So as not to delay construction, we are granting the easement at this time, but providing further authorization to the Executive Director to sign such additional documentation as may be necessary with the City receiving the dedicated right-of-way and as may be necessary in the future if the easement needs to be reaffirmed once the property is consolidated and then subdivided.

Respectfully submitted,



Terrence M. Donnellon,
Law Director

TMD/ild

Enclosure

cc: Brian Riblet, City Manager
Connie Gaylor, Administrative Coordinator
Department Heads
File

RESOLUTION
of the Board of Trustees of the
Montgomery Community Improvement Corporation

A Special Meeting of the Board of Trustees of The Montgomery Community Improvement Corporation (“MCIC”) was called by the President, Lee Ann Bissmeyer, on Wednesday, July 22, 2020, to authorize the Executive Director, Brian K. Riblet, to grant an easement to Duke Energy Ohio, Inc. upon property within the Montgomery Quarter now owned by the MCIC to support the development of the project.

IT WAS THEREFORE RESOLVED THAT: The Executive Director is hereby authorized to execute a Grant of Easement in substantially the same form as the Grant attached hereto approving an Easement on and across parcel 603-0004-0058 as depicted on the attached plat to support underground utilities for the Montgomery Quarter site.

BE IT FURTHER RESOLVED: The Executive Director is authorized to work in cooperation with the City of Montgomery to execute any additional documents which may be necessary to authorize this utility easement within the anticipated right-of-way for Cameron Lane, and to execute such future documentation as may be necessary to re-affirm this easement upon the consolidation and ultimate subdivision of the property as a part of the Montgomery Quarter site.

Passed this 22nd day of July, 2020.

MONTGOMERY COMMUNITY
IMPROVEMENT CORPORATION

By: _____

Lee Ann Bissmeyer

Its: President

By: _____

Lynda Roesch

Its: Secretary/Treasurer

GRANT OF EASEMENT

Pt. Parcel # 603-0004-0058

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **THE MONTGOMERY COMMUNITY IMPROVEMENT CORPORATION**, an Ohio not for profit corporation (hereinafter referred to as “Grantor”), hereby grant(s) unto **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202 and its successors and assigns (hereinafter referred to as “Grantee”), a perpetual, non-exclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures, conduits, wires, cables, manholes, pullboxes, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the “Facilities”), for the underground transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in Section 3, Town 4, Entire Range 1, City of Montgomery, Sycamore Township, Hamilton County, State of Ohio; being part of 4.671 acres of land, as conveyed to **THE MONTGOMERY COMMUNITY IMPROVEMENT CORPORATION** from the City of Montgomery, Ohio by General Warranty Deed dated June 15, 2020 and recorded in **Official Record Book 14202, Page 1680** in the Office of the Recorder of Hamilton County, Ohio (hereinafter referred to as “Grantor’s Property”).

Said underground electric easement being a strip of land fifteen feet (15’) in uniform width, lying seven and one-half feet (7.5’) wide on both sides of a centerline, which centerline shall be established by the center of the Facilities as constructed and as generally shown on Exhibit “A”, attached hereto and becoming a part hereof (hereinafter referred to as the “Easement Area”).

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, *but only* during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 139 East Fourth Street, Cincinnati, OH 45202, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Signature page follows.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the ____ day of July, 2020.

THE MONTGOMERY COMMUNITY IMPROVEMENT CORPORATION,
an Ohio not for profit corporation, Grantor

By: _____

Printed Name: Brian K. Riblet

Printed Title: Executive Director

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above, this ____ day of July, 2020, by Brian K. Riblet, as the Executive Director of The Montgomery Community Improvement Corporation, a not for profit organized under the laws of Ohio, on behalf of such corporation.

SEAL:

Signed: _____

Printed or Typed Name: _____

My Commission expires: _____

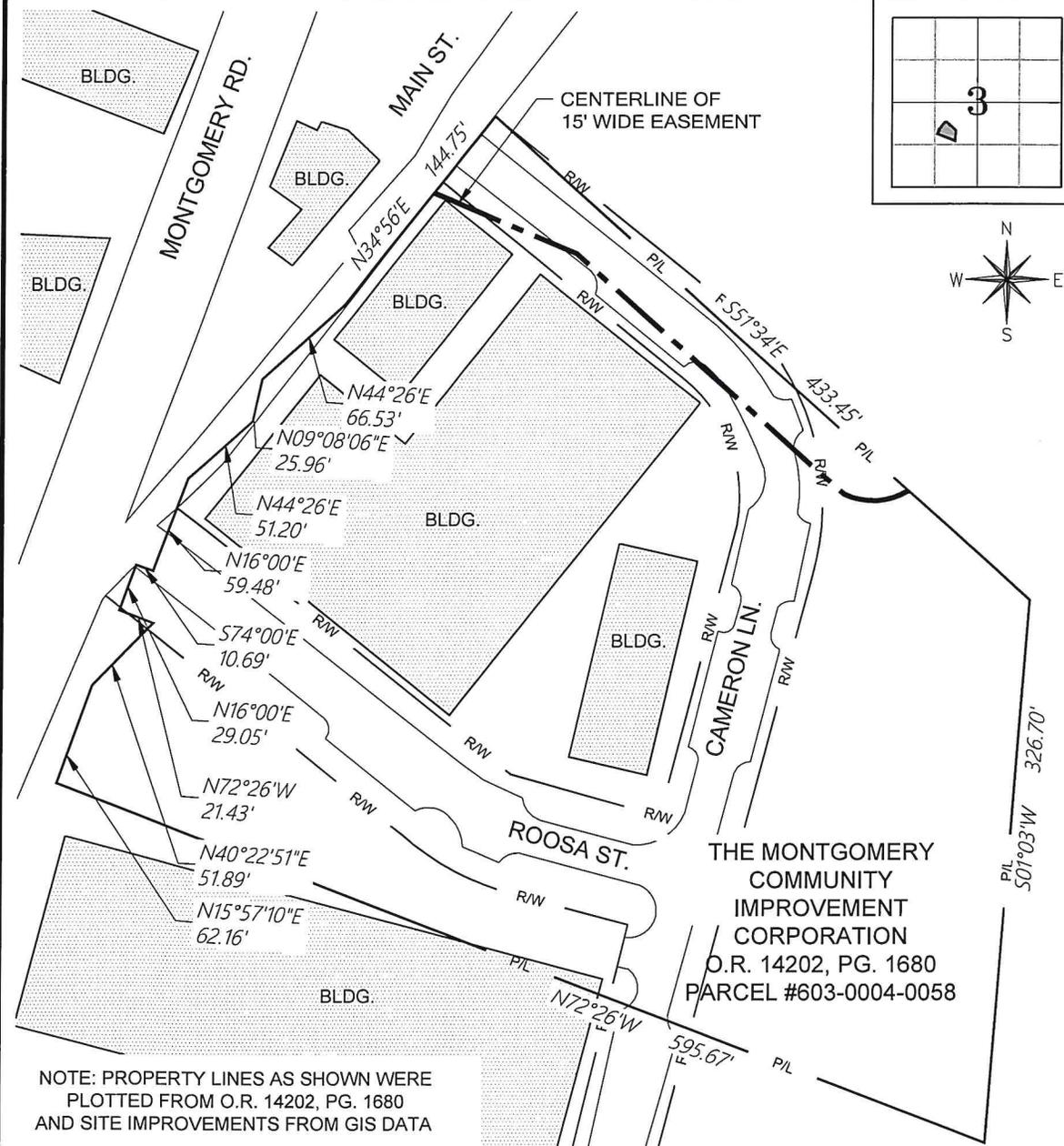
My county of residence: _____

My Commission number: _____

This Instrument Prepared by Janice L. Walker, Attorney-at-Law, 139 E. Fourth St., Cincinnati, OH 45202.

For Grantee's Internal Use:
Emax No.: 22652705
Prepared By: DP
Prepared Date: 4/15/2020
Revision Date: 7/19/2020
Reviewed By: CP
Pole No.: HMO-29300
1 of 3

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



NOTE: PROPERTY LINES AS SHOWN WERE PLOTTED FROM O.R. 14202, PG. 1680 AND SITE IMPROVEMENTS FROM GIS DATA

THE MONTGOMERY COMMUNITY IMPROVEMENT CORPORATION
O.R. 14202, PG. 1680
PARCEL #603-0004-0058

HAMILTON COUNTY, OHIO

SITE NAME: SYCAMORE TOWNSHIP SECTION 3 T-4, E.R-1



DR. MM	EXHIBIT MAP OF: EASEMENT
CK. MT	EXHIBIT MAP FOR: THE MONTGOMERY COMMUNITY IMPROVEMENT CORPORATION
DATE 07/15/2020	LOCATION 9292 MONTGOMERY RD, MONTGOMERY, OH
EXHIBIT 'A'	EMAX #22652705

These minutes are a draft of the proposed minutes from the Community Improvement Corporation. They do not represent the official record of proceedings until formally adopted by the Corporation. Formal adoption is noted by signature of the Secretary/Treasurer within the minutes.

City of Montgomery
Community Improvement Corporation
Annual Meeting of the Board of Trustee
March 4, 2020

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
John Crowell, Police Chief
Katie Smiddy, Finance Director
Paul Wright, Fire Chief
Matthew Vanderhorst, Community and Information Services Director
Faith Lynch, Community Engagement Coordinator
Connie Gaylor, Clerk of Council

Board of Trustees Present

Lee Ann Bissmeyer, President
Mike Cappel
Chris Dobrozsi
Gerri Harbison
Craig Margolis
Lynda Roesch
Ken Suer

President Bissmeyer called the meeting of the Trustees of the Community Improvement Corporation (CIC) to order at 6:45 p.m. at Montgomery City Hall.

Minutes

Mr. Cappel moved to approve the minutes from the February 5, 2020 Meeting of the Members and the February 5, 2020 Meeting of the Trustees. Mr. Margolis seconded. The minutes were unanimously approved.

New Business

Amendment of the 1985 Agreement and Plan between the City and the MCIC and Approval of Purchase Agreement with the City for the Driver Property

Mr. Donnellon explained the Plan or Agreement adopted by the City and the MCIC in 1985 has not been updated to be consistent with R.C. § 1724.10. He stated that previously, the Board and the Council authorized transfer of the real property from the City to the MCIC, and by motion each side waived the right to require the property be appraised and purchased by the MCIC as the funds for such purchase would only be available from the City.

Mr. Donnellon added that to properly align the Plan or Agreement with the statute, the Resolution authorizes Article III, Paragraph 1 to be amended to incorporate this statutory language mirroring the statute. Particularly with future transfers outlined in the Development Agreement for Stage 2.

Mr. Donnellon explained that the second part of this Resolution confirms the terms under the Development Agreement for the City to acquire the Driver Property, consolidate the Driver Property, transfer it to the MCIC, the MCIC to then subdivide the Property and complete the sale consistent with the terms of the Development Agreement. At that time the MCIC will also transfer property back to the City as subdivided, which parcel may be necessary for the public improvements. The Resolution eliminates all transfer questions and set the process for later transfers.

Mr. Donnellon stated the MCIC is asked to approve the Resolution and that similar steps will be taken with the City Council once the consolidated parcels are available to then affirm the same transaction back to MCIC. Thereafter, the Property will be subdivided by the MCIC as the sale process begins this summer to the Development Team.

Mr. Dobrozsi stated that he would be recusing himself from the vote. He reminded everyone that although he has no ownership interest in Neyer Properties, Inc. nor any in the limited liability companies in partnership to develop the Montgomery Quarter, he will continue to recuse himself from discussion and abstain from voting upon legislation related to the Montgomery Quarter project.

These minutes are a draft of the proposed minutes from the Community Improvement Corporation. They do not represent the official record of proceedings until formally adopted by the Corporation. Formal adoption is noted by signature of the Secretary/Treasurer within the minutes.

Community Improvement Corporation Board of Trustees Minutes
March 4, 2020
Page 2.

Mr. Cappel moved to accept the Resolution and the Purchase Agreement as explained. Mr. Margolis seconded. All Trustees unanimously agreed.

Old Business

There was no old business to discuss.

Other Business

President Bissmeyer asked if there was any further business to discuss. There being none, she asked for a motion to adjourn.

Mr. Cappel moved to adjourn. Mr. Margolis seconded. The meeting was adjourned at 6:49 p.m.

Secretary/Treasurer

Date