

RESOLUTION NO. 4 , 2021

**A RESOLUTION DECLARING THE NECESSITY/INTENT TO APPROPRIATE INTERESTS IN LAND FROM BRANDI JO KELLY (PERMANENT PARCEL NUMBERS 603-0009-0016, 603-0009-0017 and 603-0009-0054 CONSOLIDATED) FOR THE PURPOSE OF THE MONTGOMERY ROAD SIDEWALK AND ROAD IMPROVEMENT PROJECT – HAM-US22-14.74 - IN THE CITY OF MONTGOMERY, HAMILTON COUNTY, OHIO**

**WHEREAS**, the City of Montgomery, Ohio has undertaken to construct a sidewalk and related improvements upon Montgomery Road that will be open to the public without charge, being HAM-US22-14.74 in the City of Montgomery, Ohio (“Road Improvement Project”); and

**WHEREAS**, a fee simple interest and a temporary construction easement (as described in **Exhibits A and B** hereto) over real estate owned by Brandi Jo Kelly (a sketch of the Property detailing the take area and the residue of the Property is attached as **Exhibit C** hereto) have been identified as necessary for the Road Improvement Project on Montgomery Road; and

**WHEREAS**, as required by Ohio Revised Code § 163.04, a Notice of Intent to Acquire and Good Faith Offer, together with an appraisal of the Property interests, were delivered to the property owner, Brandi Jo Kelly, now known as Brandi Jo Bock (“Property Owner”), on April 19, 2020, a copy of which are attached hereto as **Exhibit D-1 and D-2**; and

**WHEREAS**, the Property Owner did execute a Contract for Right of Entry, a copy of which is attached hereto as **Exhibit E**, to allow the City, its agents and contractors, to enter upon the Property to complete construction of the Road Improvement Project, but the Property Owner has not accepted the City’s Good Faith Offer.

**WHEREAS**, pursuant to the provisions of Ohio Revised Code Chapter 163 and Ohio Revised Code § 719.04, it is deemed necessary for the City of Montgomery, Ohio to appropriate various interests in real estate in order to complete the Road Improvement Project on Montgomery Road; and

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** Council hereby declares the necessity and intent to appropriate a fee simple interest and a temporary construction easement from real estate owned by Brandi Jo Kelly, being known as Hamilton County Auditor's Permanent Parcel Numbers 603-0009-0016, 603-0009-0017 and 603-0009-0054 consolidated; the real estate being appropriated being designated as Parcel Number 11 within the Road Improvement Project.

**SECTION 2.** The legal descriptions of the necessary property interests which shall be acquired are attached hereto as **Exhibits A and B**.

**SECTION 3.** Council hereby declares that the purpose of said appropriation is for the Road Improvement Project on Montgomery Road in the City of Montgomery, Ohio, which sidewalk and roadway improvements will be open to the public without charge, and as such is a "public use" as defined in Ohio Revised Code § 163.01(H)(2).

**SECTION 4.** The City Manager shall be and hereby is authorized and directed to cause notice of the adoption of this Resolution to be given immediately to the owner and interest holders of the above-described real estate, said notice to be served by the City Manager or such other person as he may designate, such person to make return of service as provided by law.

**SECTION 5.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Ohio Revised Code § 121.22.

**SECTION 6.** This Resolution shall be in full force and effect from and after its passage.

PASSED: March 3, 2021

ATTEST: Connie M. Gaylor  
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

Terrence M. Donnellon  
Terrence M. Donnellon, Law Director

LPA RX 851 WD

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Rev. 06/09

Ver. Date 1/29/2020

PID 104934

**PARCEL 11-WD  
HAM-US22-14.74  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MONTGOMERY, HAMILTON COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in Section 4, Town 4, Entire Range 1 of the Miami Purchase, Sycamore Township, City of Montgomery, Hamilton County, Ohio, and being more particularly described as follows:

Being a parcel of land lying on the east side of the centerline of Montgomery Road (US22/SR3) of Project HAM-US22-14.74, the centerline plat of which is recorded in Plat Book \_\_\_\_, Page \_\_\_\_ of the Hamilton County records, and being located within the following described points in the boundary thereof:

Beginning at a point in the existing easterly right-of-way line of Montgomery Road, being the northwesterly corner of Lot 1 of Jones Farm Subdivision, Block "A and in the grantor's southerly line, being 29.41 feet right of Station 58+97.07;

Thence with the grantor's southerly line, South 88 degrees 18 minutes 35 seconds West, a distance of 31.22 feet to the grantor's southwesterly corner at Station 58+86.58 in the centerline of Montgomery Road;

Thence with the grantor's west line and the centerline of Montgomery Road, North 17 degrees 56 minutes 21 seconds East, a distance of 108.46 feet to the grantor's northwesterly corner at Station 59+95.04 in the centerline of Montgomery Road;

Thence with the grantor's northerly line, North 88 degrees 18 minutes 35 seconds East, a distance of 49.44 feet to an iron pin with cap set in the proposed easterly right-of-way line for Montgomery Road, being 46.57 feet right of Station 60+11.65;

**EXHIBIT**

**A**



Thence through grantor's property, with the proposed easterly right-of-way line for Montgomery Road, for the following three (3) courses:

1. South 16 degrees 06 minutes 53 seconds West, a distance of 11.58 feet to an iron pin with cap set, being 46.94 feet right of Station 60+00.07;
2. North 72 degrees 01 minutes 49 seconds West, a distance of 2.00 feet to an iron pin with cap set, being 44.94 feet right of Station 60+00.07;
3. South 17 degrees 24 minutes 05 seconds West, a distance of 97.14 feet to an iron pin with cap set in the grantor's southerly line, being 45.85 feet right of Station 59+02.93;

Thence with the grantor's southerly line, South 88 degrees 18 minutes 35 seconds West, a distance of 17.46 feet to the point of beginning;

Containing 0.1134 acre, more or less, of which the Present Road Occupies (P.R.O.) 0.0959 acre, for a net take of 0.0175 acre and being subject to all rights-of-way, easements, restrictions, covenants and/or conditions of record.

The above described tract is located in Auditor's Parcel numbers 603-9-16, 603-9-17, and 603-9-54.

This description was prepared and reviewed in January 2020 by CT Consultants, Inc., under the direction of Robert A. Bosworth, P.S., Ohio Registration Number 7750.

This description is based on a survey made in June 2017 under the direction and supervision of CT Consultants, Inc., Jerome Wald, P.S., Ohio Registration Number 6930.

Grantor claims title by deed recorded in Official Record Volume 13060, Page 1730, Hamilton County, Ohio Recorder's Office.

The basis of bearings in this description is based on the Ohio State Plane Coordinate System, South Zone, (NAD83).

Iron pins set are 5/8" x 30" steel reinforcing bars with plastic identification caps.

Robert A. Bosworth, P.S.

Registered Professional Surveyor

No. 7750 in Ohio

Date

Approved by Montgomery  
Planning Commission

Planning Commission Chair  
M E HARRISON



LPA RX 887 T

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Rev. 07/09

Ver. Date 1/29/2020

PID 104934

**PARCEL 11-T  
HAM-US22-14.74  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
PERFORM GRADING AND DRIVEWAY REPLACEMENT  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MONTGOMERY, HAMILTON COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 4, Town 4, Entire Range 1 of the Miami Purchase, Sycamore Township, City of Montgomery, Hamilton County, Ohio, and being more particularly described as follows:

Being a parcel of land lying on the east side of the centerline of Montgomery Road (US22/SR3) of Project HAM-US22-14.74, the centerline plat of which is recorded in Plat Book \_\_\_\_, Page \_\_\_\_ of the Hamilton County records, and being located within the following described points in the boundary thereof:

Commencing at a point in the existing easterly right-of-way line of Montgomery Road, being the northwesterly corner of Lot 1 of Jones Farm Subdivision, Block "A and in the grantor's southerly line, being 29.41 feet right of Station 58+97.07;

Thence with the northerly line of said Lot 1 and the grantor's southerly line, North 88 degrees 18 minutes 35 seconds East, a distance of 17.46 feet to an iron pin with cap set in the proposed easterly right-of-way line for Montgomery Road and the Principal Point of Beginning for this description, being 45.85 feet right of Station 59+02.93;

Thence through the grantor's property, with said proposed easterly right-of-way line, North 17 degrees 24 minutes 05 seconds East, a distance of 97.14 feet to an iron pin with cap set, being 44.94 feet right of Station 60+00.07;

Thence continuing through the grantor's property, with said proposed easterly right-of-way line, South 72 degrees 01 minutes 49 seconds East, a distance of 2.00 feet to an iron pin with cap set, being 46.94 feet right of Station 60+00.07;

Thence continuing through the grantor's property, with said proposed easterly right-of-way line, North 16 degrees 06 minutes 53 seconds East, a distance of 11.58 feet to an iron pin with cap in the grantor's northerly line, being the southerly line of Lot 5 of the Grove of Montgomery, the

**EXHIBIT**

**B**

tabbles



plat of which is recorded in Plat Book 381, Page 58, and being 46.57 feet right of Station 60+11.65;

Thence with the grantor's northerly line and the southerly line of said Lot 5, North 88 degrees 18 minutes 35 seconds East, a distance of 9.07 feet to a point, being 55.11 feet right of Station 60+14.70;

Thence through the grantor's property, with the herein described temporary construction easement, South 21 degrees 38 minutes 00 seconds West, a distance of 63.37 feet to a point, being 51.03 feet right of Station 59+51.46;

Thence continuing through the grantor's property, with said temporary construction easement, South 02 degrees 13 minutes 33 seconds West, a distance of 10.37 feet to a point, being 53.84 feet right of Station 59+41.47;

Thence continuing through the grantor's property, with said temporary construction easement, South 60 degrees 11 minutes 54 seconds East, a distance of 12.24 feet to a point, being 65.82 feet right of Station 59+38.96;

Thence continuing through the grantor's property, with said temporary construction easement, South 02 degrees 51 minutes 59 seconds West, a distance of 23.64 feet to a point, being 71.97 feet right of Station 59+16.13;

Thence continuing through the grantor's property, with said temporary construction easement, South 75 degrees 25 minutes 37 seconds West, a distance of 16.37 feet to a point in the grantor's southerly line, being 58.16 feet right of Station 59+07.33;

Thence with the grantor's southerly line, South 88 degrees 18 minutes 35 seconds West, a distance of 13.07 feet to the point of beginning;

Containing 0.0298 acre, more or less, and being subject to all rights-of-way, easements, restrictions, covenants and/or conditions of record.

The above described tract is located in Auditor's Parcel numbers 603-9-16 and 603-9-17.

This description was prepared and reviewed in January 2020 by CT Consultants, Inc., under the direction of Robert A. Bosworth, P.S., Ohio Registration Number 7750.

This description is based on a survey made in June 2017 under the direction and supervision of CT Consultants, Inc., Jerome Wald, P.S., Ohio Registration Number 6930.

LPA RX 887 T

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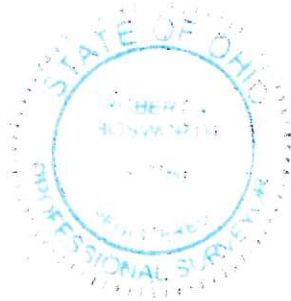
Grantor claims title by deed recorded in Official Record Volume 13060, Page 1730, Hamilton County, Ohio Recorder's Office.

The basis of bearings in this description is based on the Ohio State Plane Coordinate System, South Zone, (NAD83).

Iron pins set are 5/8" x 30" steel reinforcing bars with plastic identification caps.

Robert A. Bosworth, P.S.  
Registered Professional Surveyor  
No. 7750 in Ohio

Date





**EXHIBIT B**  
**To**  
**CONTRACT FOR RIGHT OF ENTRY**

PARCEL(S): 011-WD and 011-T  
HAM-US22-14.74 – PID 104934

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit. THERE ARE NO STRUCTURES WITHIN THE AREA DESCRIBED IN EXHIBIT A.

# SURVEY PLAT

FOR  
THE REMAINDER OF  
10334 MONTGOMERY ROAD  
SITUATED IN:  
SECTION 4, TOWN 4, ENTIRE RANGE 1  
MIAMI PURCHASE  
SYCAMORE TOWNSHIP  
CITY OF MONTGOMERY  
HAMILTON COUNTY, OHIO

## CLOSURE

Name: Residue - 603-0009-0017

North: 459495, 423668' East: 1445371, 060378'

Segment #1 : Line

Course: N17°24'05"E Length: 97.14'

North: 459586, 114870' East: 1445366, 114448'

Segment #2 : Line

Course: S172°01'49"E Length: 2.00'

North: 459587, 500841' East: 1445366, 013687'

Segment #3 : Line

Course: N6°06'53"E Length: 11.58'

North: 459598, 625838' East: 1445371, 228049'

Segment #4 : Line

Course: N88°18'35"E Length: 258.09'

North: 459606, 218624' East: 1446229, 205749'

Segment #5 : Line

Course: S18°00'15"W Length: 108.50'

North: 459603, 051431' East: 1446355, 663907'

Segment #6 : Line

Course: S88°18'35"W Length: 258.72'

North: 459495, 420062' East: 1445371, 062476'

Perimeter: 736.03' Area: 0.608acres

Error Closure: 0.004172 Course: S10°10'47"E

Error North: -0.0036067 East: 0.0020974

Precision: 1:116421.38

## MONUMENT LEGEND

- IRON PIN TO BE SET (5/8")
- IRON PIN FOUND

## SURVEYOR'S NOTES

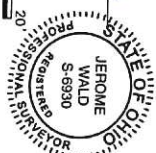
DATA SOURCES INCLUDE DOCUMENTS CITED HEREON.  
A TITLE EXAMINATION IS RECOMMENDED TO DETERMINE EASEMENTS  
AND/OR RESTRICTIONS AFFECTING THIS PROPERTY.

## SURVEYOR'S CERTIFICATION

NORTH DIRECTION AND BEARINGS ARE BASED ON RIGHT-OF-WAY  
PLANS FOR HAM US 22 14.74 DATED FEBRUARY 5, 2020.

JEROME WALD  
REGISTERED PROFESSIONAL SURVEYOR  
#6530 IN THE STATE OF OHIO

SCALE: 1" = 20'



## RESIDUE PLAT

10334 MONTGOMERY ROAD

ISSUED FOR:

ISSUE DATE: FEB. 2020

SCALE: 1" = 20'

DRAWN BY: SFRA

CHECKED BY: UWAL



your trusted advisor  
consultants

engineer  
architect  
planner

## EXHIBIT

C

apples

GLENNER, BRETT ALLEN & SHANNON  
LOT 51 OF  
JONES FARM SUBDIVISION  
P.B. 70, PG. 17  
603-0009-0082

BISHOP, JOHN RANDALL & NATASHA  
LOT 128 OF  
JONES FARM SUBDIVISION  
P.B. 76, PG. 59  
603-0009-0170

ROSENER, LISA WINNER  
LOT 64 OF  
WILLAS SUBDIVISION  
P.B. 475, PG. 40  
603-0009-0212

0.608 AC. RESIDUE  
BRANDI JO KELLY  
10334 MONTGOMERY ROAD  
MONTGOMERY, OHIO 45242  
603-0009-0016  
603-0009-0017  
603-0009-0054  
O.R. 13060, PG. 1730

RICHARD ALEXANDER  
AND MARY ALEXANDER  
10334 MONTGOMERY DRIVE  
CINCINNATI, OHIO 45242  
LOT 5 OF  
THE GROVE AT MONTGOMERY  
P.B. 381, PG. 58  
603-0009-0200

20' INGRESS/EGRESS  
PRIVATE DRAINAGE  
ESMT.  
P.B. 381, PG. 58

## STERLING POINT DR.

## MONTGOMERY ROAD



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**UPDATED GOOD FAITH OFFER NO. 2**

**BY HAND DELIVERY**

April 19, 2020

Brandi Jo Bock  
10334 Montgomery Road  
Cincinnati, OH 45242

RE: HAM-US22-14.74  
Parcel Number: 011  
Interest Acquired: WD, T

TO: Brandi Jo Kelly

The following Updated Good Faith Offer replaces and supersedes the City of Montgomery Updated Good Faith Offer No. 1 of \$10,724 that was e-mailed to you on September 5, 2019, and hand-delivered to you on January 7, 2020; that unaccepted City of Montgomery Updated Good Faith Offer No. 1 is hereby rescinded.

The following amount is being offered to you in good faith as just compensation for the acquisition of Parcel 011-WD and 011-T of Project HAM-US22-14.74 is:

011-WD	0.0175 acres @ \$440,000/acre	\$ 7,700.00
	250 SF concrete drive @ \$6/SF	\$ 1,500.00
	0.0986 acre P.R.O. Converting an SH to a WD	\$ 1.00
011-T	0.0298 acres @ \$440,000/acre x 10% x 2 years	\$ 2,623.00
Total Good Faith Offer		\$11,824.00

Tenant-owned improvements, if any, are to be identified in this Updated Good Faith Offer No. 2 and if there are any such improvements, the amount offered to you does not include compensation for these improvements. There are no tenant-owned improvements located on the property being acquired.



You have until May 19, 2020 to accept or reject this Updated Good Faith Offer No. 2. Please note, as stated in the last Good Faith Offer delivered to you, you have at least 30 days to accept or reject this Updated Good Faith Offer No. 2.

While The City of Montgomery may not provide legal advice, we will make all efforts to answer questions you have concerning this process and provide any copies of the law or our records that you may need to fully understand your rights, the project, and the process. If you have any questions concerning this matter, you may contact us at:

The City of Montgomery  
C/O Gary Heitkamp, P.E.  
Public Works Director  
10101 Montgomery Rd.  
Montgomery, Ohio 45242  
(513) 792-8321

*Lisa J. Burns*

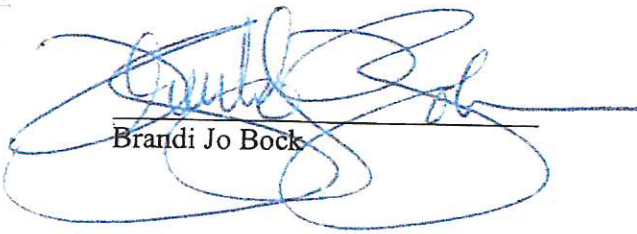
Lisa J. Burns  
Agent of Dunrobin Associates, LLC  
O/B/O The City of Montgomery, Ohio  
Direct Line: (513) 403-9944  
Email: [lburns@dunrobin.org](mailto:lburns@dunrobin.org)

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**ACKNOWLEDGMENT OF RECEIPT OF  
UPDATED GOOD FAITH OFFER NO. 2**

Re: HAM-US22-14.74  
Parcel Number: 011  
Interest Acquired: WD, T

The undersigned acknowledges that a copy of the foregoing Updated Good Faith Offer No. 2 was delivered to the undersigned by The City of Montgomery. This Acknowledgment of Receipt of Updated Good Faith Offer No. 2 does NOT indicate or imply in any way that the undersigned has waived or will waive any objections the undersigned might have to The City of Montgomery's efforts to acquire the undersigned's property. Furthermore, the undersigned's signature on this Acknowledgment of Receipt of Updated Good Faith Offer No. 2 does NOT indicate or imply in any way that the undersigned has accepted or will accept any of the terms, provision or conditions set out in this Updated Good Faith Offer No. 2.



Brandi Jo Bock

04.19.20  
(Date)

RE-22  
REV. 03-2015

ACQUIRING AGENCY'S  
FAIR MARKET VALUE ESTIMATE

OWNER'S NAME

**Brandi Jo Kelly**

COUNTY **Hamilton**

ROUTE **US 22**

SECTION **14.74**

PARCEL NO. **11 WD-11 T**

PROJECT I.D. NO. **104934**

PAR NO.	ITEMS INCLUDED IN THIS ESTIMATE	ORIGINAL	REVISION 2/27/20	REVISION	
LAND	11 WD Warranty deed take of 0.015 acres residential land @ \$440,000/acre	\$6,600			
	11 WD 0.0986 acres PRO	\$1			
	11 WD Warranty deed take of 0.0175 acres residential land @ \$440,000/acre		\$7,700		
	11 WD 0.0959 acres PRO		\$1		
FENCE					
TREES	NO. KIND AV.SIZE				
OTHER	11 WD 250 SF concrete drive @ \$8.00/SF less 25% depreciation	\$1,500	\$1,500		
BLDG					
DAMAGE	11 T Temporary Easement on residential land: 0.0298 acres @ \$440,000/acre @ 10% x 2 years	\$2,623	\$2,623		
EL	TOTAL FAIR MARKET VALUE FOR REQUIRED R/W	\$10,724	\$11,824		
	OFFER FOR REQUIRED R/W AND EXCESS LAND				
	ADDED COST TO ACQUIRE EXCESS LAND				
	VALUE AREA				

The allocation of compensation recommended above is based upon an approved appraisal report

Trainee's Recommendation		Recommended	
Date		Date	2/27/2020
Review Appraiser Typed Name		Review Appraiser Typed Name Lance R. Brown, MAI, AI-GRS	
Recommended		Recommended	
Date		Date	
2nd Review Appraiser		Appraisal Unit Manager	
Agency Signature Establishing FMVE		Administrative Settlement / Case Settlement	
Date	2/28/2020	Date	
Typed Name & Title Gary Heitkamp, P.E., Public Works Director		Typed Name & Title	
Agency Name City of Montgomery		Agency Name	

**EXHIBIT**

D-2

tabbies



APPRAISAL AND REVIEW RECORD								
FEE/STAFF	APPRAISER	VALUE OF TAKING	DATE APPR SIGNED	TOTAL TAKE	PARTIAL TAKE	TYPE REPORT	TYPE OF SPECIALISTS REPORT	
FEE	Lisa Keaton, MAI	\$10,724	9/10/2019		X	VF	None.	
REVIEW APPRAISER		ORIGINAL		REVISION		REVISION		REVISION
		AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT DATE
Lance R. Brown, MAI, AI-GRS (Req. ROW)		\$10,724	9/11/2019	\$11,824	2/27/2020			

#### Reviewer's Reasoning for the Recommendation:

The subject property is located along the east side of Montgomery Road north of Hopewell Road in the city of Montgomery at 10334 Montgomery Rd., Montgomery, Hamilton County, Ohio.

The appraisal recognized that the subject property is in a residential zoning district that permits primarily single-family dwellings. The minimum lot size in this zoning classification is 20,000 square feet, and the subject property meets the minimum lot size requirements and can be developed with a single-family dwelling.

To determine the value of the land of the subject property, three land sales were used for comparison. All the sales are in the city of Montgomery and would compete with the subject property if they were on the market at the same time as the subject. The sales reflect a range of value from \$419,762 per acre to \$450,207 per acre. Ultimately a value for the subject property was adopted at \$440,000 per acre, which falls within the range of established by the sales.

The proposed project will take two portions of land from the subject property identified as 11 WD and 11 T.

Parcel 11 WD contains a total of 0.1136 acres, of which 0.0986 acres is classified as PRO, leaving a net take of 0.0150 acres. The take will reduce the net area of the subject property from 0.6234 acres in the before situation to 0.6084 acres in the after situation. The subject property met the minimum requirements of the zoning code in the before situation and continues to meet the minimum requirements in the after situation.

The second take from the subject property is identified as 11 T. This is a temporary easement to allow workers to come on the site and complete work related with grading and driver reconstruction. The total area contained by parcel 11T is 0.0298 acres. The duration of the easement will not extend beyond 24 months and upon completion of the project the easement will be vacated and the owner of the property will retain 100% of the fee simple rights of the area within the easement. Compensation for the temporary easement is at 10% based on the traditional method.

There is a clear absence of damage to the residue property in the after situation relative to the before situation. The property can continue to function in the same way in the after situation as it did in the before situation. The highest and best use is not changed as a result of the project.

The total amount due the property owner indicated by the appraisal of \$10,724 is adequately supported by the data within the appraisal report and is recommended to the agency for consideration in the establishment of the FMVE.

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A revision is required for the appraisal based on a modification in the total area of the allocation between the PRO and the net take. A revised legal description was provided February 27, 2020 and the revised legal description of the WD reduced the previous area of the PRO and increased the area of the net take by the same amount. All other elements of the appraisal remain unchanged. The FMVE is modified based on this revision from \$10,724 to \$11,824.

## CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 011-WD and 011-T  
HAM-US22-14.74 – PID 104934

The purpose of this Agreement is to allow the City of Montgomery to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the City of Montgomery ["LPA"] and Brandi Jo Bock, ["Owner"]; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of One and 00/100 Dollars (\$1.00), which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after the first date that construction of the project begins on the subject property, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.





For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned One and 00/100 Dollars (\$1.00) shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned One and 00/100 Dollars (\$1.00) shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the One and 00/100 Dollars (\$1.00) is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total, agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

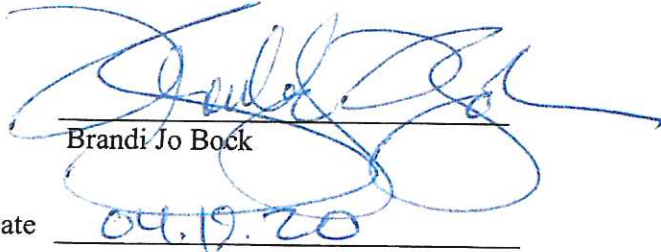
10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

IN WITNESS WHEREOF, the City of Montgomery, and Brandi Jo Bock have executed this Agreement on the date(s) indicated immediately below their respective signatures

  
Brandi Jo Bock  
Date 04.19.20


STATE OF OHIO, COUNTY OF HAMILTON SS:

BE IT REMEMBERED that on the 19<sup>th</sup> day of April, 2020, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brandi Jo Bock, who acknowledged the foregoing instrument to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



GAIL M. BAUMANN  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
May 18, 2021

  
NOTARY PUBLIC  
My Commission expires: May 18, 2021



CITY OF MONTGOMERY

\_\_\_\_\_  
Brian Riblet  
City Manager

Date: \_\_\_\_\_

STATE OF OHIO, COUNTY OF HAMILTON ss:

BE IT REMEMBERED, that on the 19<sup>th</sup> day of April, 2020, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Brian Riblet, the duly authorized representative of the City of Montgomery, who acknowledged the foregoing instrument to be the voluntary act and deed of the City of Montgomery, Department of Transportation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**

LPA RX 851 WD

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Ver. Date 1/29/2020

PID 104934

**PARCEL 11-WD  
HAM-US22-14.74  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF MONTGOMERY, HAMILTON COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in Section 4, Town 4, Entire Range 1 of the Miami Purchase, Sycamore Township, City of Montgomery, Hamilton County, Ohio, and being more particularly described as follows:

Being a parcel of land lying on the east side of the centerline of Montgomery Road (US22/SR3) of Project HAM-US22-14.74, the centerline plat of which is recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Hamilton County records, and being located within the following described points in the boundary thereof:

Beginning at a point in the existing easterly right-of-way line of Montgomery Road, being the northwesterly corner of Lot 1 of Jones Farm Subdivision, Block "A and in the grantor's southerly line, being 29.41 feet right of Station 58+97.07;

Thence with the grantor's southerly line, South 88 degrees 18 minutes 35 seconds West, a distance of 31.22 feet to the grantor's southwesterly corner at Station 58+86.58 in the centerline of Montgomery Road;

Thence with the grantor's west line and the centerline of Montgomery Road, North 17 degrees 56 minutes 21 seconds East, a distance of 108.46 feet to the grantor's northwesterly corner at Station 59+95.04 in the centerline of Montgomery Road;

Thence with the grantor's northerly line, North 88 degrees 18 minutes 35 seconds East, a distance of 49.44 feet to an iron pin with cap set in the proposed easterly right-of-way line for Montgomery Road, being 46.57 feet right of Station 60+11.65;

EXHIBIT A

LPA RX 851 WD

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Thence through grantor's property, with the proposed easterly right-of-way line for Montgomery Road, for the following three (3) courses:

1. South 16 degrees 06 minutes 53 seconds West, a distance of 11.58 feet to an iron pin with cap set, being 46.94 feet right of Station 60+00.07;
2. North 72 degrees 01 minutes 49 seconds West, a distance of 2.00 feet to an iron pin with cap set, being 44.94 feet right of Station 60+00.07;
3. South 17 degrees 24 minutes 05 seconds West, a distance of 97.14 feet to an iron pin with cap set in the grantor's southerly line, being 45.85 feet right of Station 59+02.93;

Thence with the grantor's southerly line, South 88 degrees 18 minutes 35 seconds West, a distance of 17.46 feet to the point of beginning;

Containing 0.1134 acre, more or less, of which the Present Road Occupies (P.R.O.) 0.0959 acre, for a net take of 0.0175 acre and being subject to all rights-of-way, easements, restrictions, covenants and/or conditions of record.

The above described tract is located in Auditor's Parcel numbers 603-9-16, 603-9-17, and 603-9-54.

This description was prepared and reviewed in January 2020 by CT Consultants, Inc., under the direction of Robert A. Bosworth, P.S., Ohio Registration Number 7750.

This description is based on a survey made in June 2017 under the direction and supervision of CT Consultants, Inc., Jerome Wald, P.S., Ohio Registration Number 6930.

Grantor claims title by deed recorded in Official Record Volume 13060, Page 1730, Hamilton County, Ohio Recorder's Office.

The basis of bearings in this description is based on the Ohio State Plane Coordinate System, South Zone, (NAD83).

Iron pins set are 5/8" x 30" steel reinforcing bars with plastic identification caps.

Robert A. Bosworth  
Robert A. Bosworth, P.S.  
Registered Professional Surveyor  
No. 7750 in Ohio

2-5-2020  
Date

Approved by Montgomery  
Planning Commission

Planning Commission Chair  
M E HARBISON



**EXHIBIT A**

LPA RX 887 T

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Ver. Date 1/29/2020

PID 104934

**PARCEL 11-T  
HAM-US22-14.74  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
PERFORM GRADING AND DRIVEWAY REPLACEMENT  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF MONTGOMERY, HAMILTON COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 4, Town 4, Entire Range 1 of the Miami Purchase, Sycamore Township, City of Montgomery, Hamilton County, Ohio, and being more particularly described as follows:

Being a parcel of land lying on the east side of the centerline of Montgomery Road (US22/SR3) of Project HAM-US22-14.74, the centerline plat of which is recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Hamilton County records, and being located within the following described points in the boundary thereof:

Commencing at a point in the existing easterly right-of-way line of Montgomery Road, being the northwesterly corner of Lot 1 of Jones Farm Subdivision, Block "A and in the grantor's southerly line, being 29.41 feet right of Station 58+97.07;

Thence with the northerly line of said Lot 1 and the grantor's southerly line, North 88 degrees 18 minutes 35 seconds East, a distance of 17.46 feet to an iron pin with cap set in the proposed easterly right-of-way line for Montgomery Road and the Principal Point of Beginning for this description, being 45.85 feet right of Station 59+02.93;

Thence through the grantor's property, with said proposed easterly right-of-way line, North 17 degrees 24 minutes 05 seconds East, a distance of 97.14 feet to an iron pin with cap set, being 44.94 feet right of Station 60+00.07;

Thence continuing through the grantor's property, with said proposed easterly right-of-way line, South 72 degrees 01 minutes 49 seconds East, a distance of 2.00 feet to an iron pin with cap set, being 46.94 feet right of Station 60+00.07;

Thence continuing through the grantor's property, with said proposed easterly right-of-way line, North 16 degrees 06 minutes 53 seconds East, a distance of 11.58 feet to an iron pin with cap in the grantor's northerly line, being the southerly line of Lot 5 of the Grove of Montgomery, the



**EXHIBIT A**

LPA RX 887 T

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plat of which is recorded in Plat Book 381, Page 58, and being 46.57 feet right of Station 60+11.65;

Thence with the grantor's northerly line and the southerly line of said Lot 5, North 88 degrees 18 minutes 35 seconds East, a distance of 9.07 feet to a point, being 55.11 feet right of Station 60+14.70;

Thence through the grantor's property, with the herein described temporary construction easement, South 21 degrees 38 minutes 00 seconds West, a distance of 63.37 feet to a point, being 51.03 feet right of Station 59+51.46;

Thence continuing through the grantor's property, with said temporary construction easement, South 02 degrees 13 minutes 33 seconds West, a distance of 10.37 feet to a point, being 53.84 feet right of Station 59+41.47;

Thence continuing through the grantor's property, with said temporary construction easement, South 60 degrees 11 minutes 54 seconds East, a distance of 12.24 feet to a point, being 65.82 feet right of Station 59+38.96;

Thence continuing through the grantor's property, with said temporary construction easement, South 02 degrees 51 minutes 59 seconds West, a distance of 23.64 feet to a point, being 71.97 feet right of Station 59+16.13;

Thence continuing through the grantor's property, with said temporary construction easement, South 75 degrees 25 minutes 37 seconds West, a distance of 16.37 feet to a point in the grantor's southerly line, being 58.16 feet right of Station 59+07.33;

Thence with the grantor's southerly line, South 88 degrees 18 minutes 35 seconds West, a distance of 13.07 feet to the point of beginning;

Containing 0.0298 acre, more or less, and being subject to all rights-of-way, easements, restrictions, covenants and/or conditions of record.

The above described tract is located in Auditor's Parcel numbers 603-9-16 and 603-9-17.

This description was prepared and reviewed in January 2020 by CT Consultants, Inc., under the direction of Robert A. Bosworth, P.S., Ohio Registration Number 7750.

This description is based on a survey made in June 2017 under the direction and supervision of CT Consultants, Inc., Jerome Wald, P.S., Ohio Registration Number 6930.

EXHIBIT A

LPA RX 887 T

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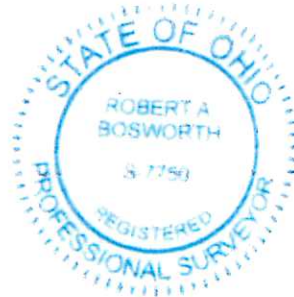
Grantor claims title by deed recorded in Official Record Volume 13060, Page 1730, Hamilton County, Ohio Recorder's Office.

The basis of bearings in this description is based on the Ohio State Plane Coordinate System, South Zone, (NAD83).

Iron pins set are 5/8" x 30" steel reinforcing bars with plastic identification caps.

Robert A. Bosworth, P.S.  
Registered Professional Surveyor  
No. 7750 in Ohio

2-5-2020  
Date



**EXHIBIT B**  
**To**  
**CONTRACT FOR RIGHT OF ENTRY**

PARCEL(S): 011-WD and 011-T  
HAM-US22-14.74 – PID 104934

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit. THERE ARE NO STRUCTURES WITHIN THE AREA DESCRIBED IN EXHIBIT A.