

ORDINANCE NO. 2025-2

**ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT
WITH SILVERTON LAND ASSOCIATES, LLC, TERMINATING AN EASEMENT
AGREEMENT ENTERED INTO IN 2002 BETWEEN THE CITY OF SILVERTON
AND COVER UPS, INC. AND DECLARING AN EMERGENCY**

WHEREAS, in 2002 the City of Silverton entered into an Easement Agreement with Cover Ups, Inc; and

WHEREAS, the property benefited by that 2002 Easement is now owned by Silverton Land Associates, LLC and has been approved for development of a Wawa on the benefited property in a series of legislative actions adopted by the Council of the Village of Silverton; and

WHEREAS, the 2002 Easement is no longer necessary to the development of the Wawa and has been replaced by a new easement approved by the Council of the Village of Silverton.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SILVERTON, OHIO, THAT:

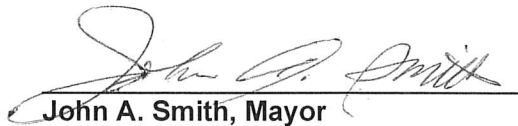
SECTION I. Attached hereto as Exhibit 1 is a Termination of Easement Agreement between Silverton Land Associates, LLC and the Village of Silverton which is hereby approved.

SECTION II. The Village Manager is hereby authorized to execute the approved Termination of Easement Agreement on behalf of the Village of Silverton.

SECTION III. Silverton Land Associated, LLC shall record the fully executed Termination of Easement Agreement with the Hamilton County Recorder and shall provide evidence of such recording to the Silverton Village Manager.

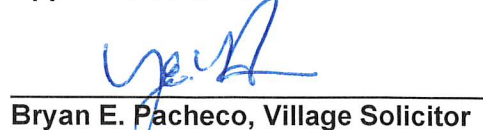
SECTION IV. This ordinance is hereby declared to be an emergency measure providing for the preservation of the public peace, health, safety and welfare of the Village of Silverton promoting the prompt development of the Wawa project and thereby directly benefitting the economy of the Village of Silverton. This ordinance shall therefore take effect and be in full force from and after its passage.

PASSED this 2nd day of January, 2025.


John A. Smith, Mayor


Jack Cameron, Village Manager

Approved as to form:


Bryan E. Pacheco, Village Solicitor

CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 2025-2 has been duly made by posting true copies in two (2) places that are accessibly by the public in said municipality, as determined by Council as follows: 1) Silverton Town Hall lobby area and Council Chambers foyer; and 2) Silverton's official website. Said posting was for a period of fifteen days commencing Jan 2, 2025.



Meredith L. George, Clerk of Council

TERMINATION OF EASEMENT AGREEMENT

THIS TERMINATION OF EASEMENT AGREEMENT is made this ____ day of January, 2025 (the “**Effective Date**”), by the VILLAGE OF SILVERTON, OHIO, a municipal corporation (“**Silverton**”), and SILVERTON LAND ASSOCIATES, LLC, an Ohio limited liability company (“**Developer**”), under the following circumstances:

WHEREAS, Silverton is the fee simple owner of that certain real property located in the Village of Silverton, Hamilton County, designated as Hamilton County Auditor’s Parcel ID No. 602-0008-0199-00, which property is more particularly described on **Exhibit A** attached hereto and made a part hereof (the “**Silverton Drive**”);

WHEREAS, Developer is the fee simple owner of that certain real property located in the Village of Silverton, Hamilton County, designated as Hamilton County Auditor’s Parcel ID No. 602-0008-0316-00, which property is more particularly described on **Exhibit B** attached hereto (the “**Developer Parcel**”);

WHEREAS, Silverton, and Cover Ups Inc., an Ohio corporation, and predecessor-in-interest to Developer, entered into that certain Easement Agreement dated April 18, 2002 and recorded in Official Record Book 8919, Page 3400 in the real estate records of the Hamilton County, Ohio Recorder’s Office (the “**Agreement**”), which Agreement granted certain easements over the Silverton Drive for the benefit of the Developer Parcel;

WHEREAS, Silverton and Developer have entered into that certain Access Easement Agreement dated October 15, 2024 and recorded in Official Record Book 15282, Page 1983 in the real estate records of the Hamilton County, Ohio Recorder’s Office (the “**New Easement Agreement**”), which New Easement Agreement granted certain easements over the Silverton Drive for the benefit of the Developer Parcel that supplant the easements granted in the Agreement.

WHEREAS, Silverton and Developer now desire to terminate the Agreement and easements and obligations established therein.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are hereby incorporated into this Agreement as if fully set forth herein and are true and correct in all material respects. Any capitalized term not defined herein shall have the meaning ascribed to it in the Agreement.

2. Termination. The Easement Agreement and is hereby terminated and is of no further force and effect, as of the Effective Date.

3. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

[remainder of page intentionally left blank – signature on following page]

IN WITNESS WHEREOF, The Village of Silverton in an action by and through Jack Cameron, its Village Manager and Developer have signed this Agreement on the date first above mentioned.

SILVERTON:

THE VILLAGE OF SILVERTON
an Ohio municipal corporation

By: Jack Cameron

Name: Jack Cameron

Its: Village Manager

APPROVED AS TO FORM:

Bryan E. Pacheco/mrs
Bryan E. Pacheco

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 3 day of Jan, 2025 by Jack Cameron, Village Manager of The Village of Silverton, an Ohio municipal corporation, on behalf of and after appropriate authorization by the corporation.



Meredith L. George
Notary Public

DEVELOPER:

Silverton Land Associates LLC
an Ohio limited liability company

By: _____
Name: J.R. Anderson
Its: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025
by J.R. Anderson, _____ of Silverton Land Associates LLC, on behalf of and after appropriate
authorization by such entity.

Notary Public

THIS INSTRUMENT PREPARED BY:

Michael A. Huber, Esq.
Dinsmore & Shohl LLP
255 E. Fifth Street, Suite 1900
Cincinnati, Ohio 45202

EXHIBIT A

LEGAL DESCRIPTION OF SILVERTON DRIVE

Situated in Section 13, Town 4, Entire Range 1, Miami Purchase, Village of Silverton, Hamilton County, Ohio, being part of a tract of land conveyed to Village of Silverton in D.B. 2328 Pg. 62 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a point in the north right of way line of Montgomery Road, said point being N82°27'07"E a distance of 775.76 feet from the intersection of said north right of way line with the east right of way line of Home Avenue;

Thence the following four (4) courses:

1. N05°20'44"E a distance of 309.62 feet;
2. S82°53'03"E a distance of 49.74 feet;
3. S05°31'44"W a distance of 296.92 feet;
4. S82°07'07"W a distance of 50.03 feet to the Point of Beginning.

Containing 0.343 acres, more or less and being subject to easements, restrictions and rights of way of record.

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPER PARCEL

Situated in Section 13, Town 4, Entire Range 1, Miami Purchase, Sycamore Township, Village of Silverton, Hamilton County, Ohio, being all of the land conveyed to Silverton Land Associates, LLC in O.R. 15273 Pg. 1066, O.R. 15273 Pg. 1061, and O.R. 15273 Pg. 1064 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a point in the north right of way line of Montgomery Road, witness a 5/8" iron pin found lying 0.3 feet west, said point being N82°27'07"E a distance of 526.70 feet from the intersection of said north right of way line with the east right of way line of Home Avenue;

Thence along the east line of a tract of land conveyed to Nicaljen, LLC in O.R. 10065 Pg. 2451, N04°47'48"E a distance of 372.80 feet to a 5/8" iron pin set in the south line of Deer Park Subdivision of Lands of the Mutual Homestead Building Company in P.B. 7 Pg. 50;

Thence in part along said south line and along the south line of a 5.441 acre (deed) tract of land conveyed to the Board of Education of the City School District of the City of Cincinnati in O.R. 12828 Pg. 696, S82°53'13"E a distance of 246.41 feet to a 5/8" iron pin set at the northwest corner of a tract of land conveyed to the Village of Silverton in D.B. 2328 Pg. 62;


Thence along the west line of said Silverton tract, S05°20'44"W a distance of 309.62 feet to a point in the aforementioned north right of way line of Montgomery Road, witness a 5/8" iron pin found lying 0.3 feet west;

Thence along said north right of way line, S82°27'07"W a distance of 249.00 feet to the Point of Beginning.

Containing 1.916 acres, more or less and being subject to easements, restrictions and rights of way of record.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group March 2024 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.


Matthew D. Habedank
Ohio Professional Surveyor No. 8611

Date

10/14/2024



EASEMENT AGREEMENT

02 MAY 23 PM 3:14

THIS EASEMENT AGREEMENT ("Agreement") is made this 18 day of April, 2002 by and between COVER UPS, INC., an Ohio Corporation ("Cover Ups"), whose business address is 7449 Montgomery Road, Silverton, Ohio 45236 and the CITY OF SILVERTON, OHIO, a municipal corporation ("Silverton"), whose address is 6860 Plainfield Road Silverton, Ohio 45236-4095, under the following circumstances:

A. Cover Ups is the fee owner of certain real estate located in the City of Silverton, Hamilton County, Ohio and more particularly described in Exhibit A attached hereto and made a part hereof ("Parcel A").

B. Silverton is the fee owner of certain real estate adjacent to Parcel A, also located in the City of Silverton, Hamilton County, Ohio and more particularly described in Exhibit B attached hereto and made a part hereof ("Parcel B").

C. Cover Ups and Silverton desire to enter into this Agreement for the following purpose:

1. Providing to Cover Ups a temporary easement (with the option for renewal), for the development and maintenance of a certain pavement area and driveways located on portions of Parcel A and Parcel B depicted in Exhibit C attached hereto and made a part hereof ("Driveway Easement Area");
2. Providing to Cover Ups an easement for the use and access on, over, and across the existing driveway located on Parcel B that services Ralph Ficke Memorial Park as depicted in Exhibit C attached hereto and made a part hereof. ("Park Access Easement Area").

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, receipt of which is hereby acknowledged by both parties, the parties hereto declare that Parcel A and Parcel B shall be held, encumbered, leased, sold and conveyed subject to this Agreement, which, together with all amendments hereto and all easements declared herein shall be construed as covenants running with the land, shall be binding upon and inure to the benefit of Cover Ups and Silverton, so long as Cover Ups owns Parcel A.

1. **Definitions.**

In addition to the above defined easement Areas the following definitions shall apply throughout this Agreement:

- 1.1 "Agreement" means this Easement Agreement, as the same may from time to time be amended.

8919 3400

TRANSFER NOT NECESSARY

DUSTY RHODES
COUNTY AUDITOR

REBECCA PREM GROUPE
HAMILTON COUNTY RECORDER
Doc # 2 - 103181 Type: DE
Filed: 05/23/2002 3:26:55 PM \$ 46.00
Off. Rec.: 8919 3400 F 10 768

1.2 "Beneficiaries" means the Owner(s) (as hereinafter defined), their heirs, their tenants, guests, licensees, employees, agents and mortgagees of record.

2. **Grant of Easements.**

- 2.1 **Driveway Easement.** Silverton grants and conveys to Cover Ups, for one year, a non-exclusive, appurtenant easement for ingress and egress, for pedestrian and vehicular traffic on, over and across that part of the Driveway Easement Area that is located on Parcel B. The easement shall be solely for the benefit of and shall be enforceable by Cover Ups.
- 2.2 **Term and Renewal of the Driveway Easement.** The Driveway Easement shall be for an initial Term of one (1) year and shall be automatically renewed for successive and like terms of one (1) year (each one year period shall be referred to herein as the "Term") until Silverton passes a Resolution disallowing such use of the Driveway Easement area by Cover Ups. In the event that Silverton determines to vacate such Easement, written notice, and an opportunity to be heard at a Silverton City Council meeting, shall be provided to Cover Ups informing Cover Ups of Silverton's proposal to terminate this Easement (the "Termination Notice"). In the event a Termination Notice is not received by Cover Ups within 30 days after the expiration of each Term this Easement shall be automatically renewed for a one (1) year Term as prescribed herein.
- 2.3 **Park Access Easement.** Silverton grants and conveys to Cover Ups a non-exclusive, appurtenant easement for ingress and egress, for pedestrian and vehicular traffic on, over and across that part of the Park Access Easement Area that is located on Parcel B. The easement shall be for the benefit of and enforceable by Cover Ups, its heirs, successors, and assigns.

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3. **Maintenance of Easement Areas.**

3.1 Cover Ups shall maintain the aforementioned Driveway Easement Area in good condition and repair. The maintenance obligation shall include, but not be limited to, such debris removal and sweeping as is reasonably necessary from time to time to.

3.2 Silverton shall maintain the aforementioned Park Access Easement Area in good condition and repair. The maintenance obligation shall include, but not be limited to, such debris-removal and sweeping as is reasonably necessary from time to time to.

3.3 **Repair.** The decision to make repairs or improvements to the Driveway Easement Area shall be mutually agreed upon by each Owner or designated agent of that particular parcel, however, neither Owner shall unreasonably withhold approval and agreement to pay for their respective share of the repair. The cost and expense of such repairs shall be shared equally by Cover Ups and Silverton. Notwithstanding the foregoing, if either party or its employees, contractors or such other persons for whom it is responsible should cause any damage to the property of the other (other than ordinary wear and tear), the party responsible for the damage shall pay for any repairs and replacements to the damaged property.

3.4 **Reimbursement.** Any cost incurred by Cover Ups and Silverton for upkeep, cleaning, maintenance, and repair of the Driveway Easement Area, shall be shared by Cover Ups and Silverton when such expenditures are made. Each Owner shall provide the other Owner with an itemization (together with reasonable supporting documentation) of the costs incurred. Upon receipt of such written documentation the respective Owner shall reimburse the other Owner for such shared maintenance costs within thirty (30) days after invoice to penalty of interest at 15% per annum for every day after 30. Payment of shared maintenance items shall not be unreasonably withheld.

4. **Use of the Property.** Cover Ups shall ensure that there is unobstructed access, for pedestrian and vehicular traffic, on, over and across the Driveway Easement Area and the Park Access Easement Area.

5. **Indemnification and Restoration of Property.** Cover Ups agrees to defend, indemnify and hold harmless Silverton from any and all claims, damages, losses, or expenses arising from any claim that the creation or existence of this easement constituted a dangerous condition or caused any damage, loss or expense to a third-party.

6. **No Dedications.** The easement created by this instrument is a private easement and is not intended, and this instrument shall not be construed as, a dedication for public use.

8919 3402

7. **No Partnership.** This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between Cover Ups and Silverton or their respective tenants or licensees.

8. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. If any provisions or portions hereof or the extend be invalid or unenforceable, the remainder of the applications of such provisions or portions thereof to any person or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. **Notices.** All notices required by this Agreement shall be given by first class U.S. Mail, any national overnight package delivery service or by facsimile and shall be deemed delivered when actually received to the addresses of the parties first set forth above or to such other address as a party provides as its notice address from time to time.

10. **Modifications.** No agreement shall be effective to add to, change, modify, waiver or discharge this Agreement in whole or part, unless such agreement is in writing and signed by the respective Owners of Parcel A and Parcel B.

11. **No Waiver.** No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement through their duly authorized representative as of the day and year first above written.

Signed and Acknowledged
in The Presence Of:

COVER UPS, INC.
an Ohio Corporation

Susan J. Moeller
Print: Susan J. Moeller
Andrea L. Ellis
Print: ANDREA L. ELLIS

By: *Alfred Maher*
Name: Alfred Maher
Title: PRESIDENT

CITY OF SILVERTON,
a Municipal Corporation

Jill Short
Print: Jill Short

By: *David M. Waltz*
David M. Waltz, Municipal Administrator
of Silverton City Manager
Name: David M. Waltz
Title: City Manager

Jeanette Arlinghaus
Print: Jeanette Arlinghaus


APPROVED AS TO FORM:

By: *Mark A. Vander Laan* FOR
Mark A. Vander Laan, City Solicitor
of Silverton

8919 3404

STATE OF Ohio)
) ss:
COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me this 25th day of January, 2002
by Andrea Maher as President of Cover Ups, Inc., an Ohio
corporation, on behalf of said corporation.

Susan J. Moeller

SUSAN JEAN MOELLER, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 18 day of APRIL, 2002 by
David M. Waltz as Municipal Administrator of the City of Silverton, Ohio, a municipal corporation
on behalf of the municipal corporation. City Manager

Susan Anne Short
Notary Public

SUSAN ANNE SHORT
Notary Public, State of Ohio
My Commission Expires Sept. 14, 2004

This instrument prepared by:

Susan J. Moeller, Esq.
Keating, Muething & Klekamp, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6400
815658.1

8919 3405

Situate in the Township of Sycamore, County of Hamilton and State of Ohio, in the City of Silverton, to-wit:

All that certain parcel of land in Section 13, Township 4, Entire Range 1 of the Miami Purchase, Sycamore Township, Hamilton County, Ohio and being particularly described as follows: Beginning in the south line of Lot 6 of the division of Jessie Pierson's estate as the same appears of record in Plat Book 1, Page 298 of the Plat Records of said county, 759.38 feet west of the intersection of the center of Montgomery Turnpike and the south line of said Lot 6; running thence South 3 degrees 35' West, 309.62 feet along the west line of the lot conveyed to Opal E. Miller by Louis W. Hutchinson to the north line of Montgomery Turnpike; running thence South 80 degrees 50' West along the north line of said Montgomery Turnpike, 50 feet to a point; thence North 3 degrees 25' East, 322.19 feet to a point in the south line of said Lot 6 which point is 49.73 feet west of the point of beginning; thence South 84 degrees 40' East along the south line of said lot 6, a distance of 49.73 feet to the point of beginning.

Parcel No. 602-8-196 8th Series Book 2D, Page 50

602-8-198

87

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEERS

Tax Map - 74-20-00
CAGIS -

Exhibit "A"

8251 109

101 1000

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the following described Real Estate, its successors ~~and assigns forever~~

All of that certain parcel of land in Section 13, Township 4, Entire Range 1, Miami Purchase, Wyomere Township, Hamilton County, Ohio, and described as follows:

Beginning in the south line of Lot No 8 of the division of the Jesse P. Johnson Estate, as the same appears of record in Plat Book 1, Page 288, Hamilton County Records, seven hundred and nine and six one-hundredths (709.65) feet west of the intersection of the center of Montgomery Pike and the south line of said Lot 8; thence southwardly 3 degrees 48 minutes west for a distance of two hundred ninety-seven and seventy one-hundredths (297.70) feet to the north line of Montgomery Pike; thence southwardly along the north line of said Montgomery Pike, 80 degrees 50 minutes west for a distance of fifty (50) feet; thence northwardly 3 degrees 35 minutes east for a distance of three hundred and nine and sixty-two one-hundredths (309.62) feet to a point in the south line of said Lot 8, which point is forty-nine and eighty-three one-hundredths (49.73) feet west of the point of beginning; thence southwardly 84 degrees 40 minutes east along the south line of said Lot 6 for a distance of forty-nine and seventy-three one-hundredths (49.73) feet to the place of beginning.

Being the same property conveyed to the grantor herein by deed recorded in Deed Book 2101, Page 218, Hamilton County, Ohio records.

and all the Estate, Title and Interest in the said Laura Punghorst

either in its entirety or divided in the said premises together with all the privileges and appurtenances to the same in anywise, and all the rent, issues and profits thereon; To have and to hold the same to the sole proper use of the said Village of Silverton

its successors ~~and assigns forever~~
And the said Laura Punghorst

for herself and her heirs, assigns and administrators, does hereby Covenant with the said Village of Silverton

that she is the lawful owner of the premises hereinafter described; that she is full power to convey the same; and that the title to the same is Clear, Free and Unincumbered; And further, that she does Warrant and Will Defend the same against all claims, demands, of all persons whomsoever, excepting as to the taxes and assessments, if any, which will become due and payable in December 1924 and thereafter which the grantee herein assumes and agrees to pay.

In Witness Whereof, the said Laura Punghorst and Edward H. Punghorst, her husband

who hereby releases all his right and expectancy of Dower in the said premises, have hereunto set their hands
day of October in the year
of our Lord one thousand nine hundred forty-eight

Signed and acknowledged in presence of
Laura Punghorst
(Laura Punghorst)
Edward H. Punghorst
(Edward H. Punghorst)

Exhibit "B"

Professional Surveying Services, Inc.
3050 Coker Avenue - Cincinnati, Ohio 45230-1717
Phone: 513-232-8939 Fax: 513-231-7582
November 23, 2001

Driveway Easement

Situate in Section 13, Town 4, Entire Range 1, Miami Purchase, Sycamore Township, Hamilton County, Ohio, and being a driveway easement for ingress and egress purposes and being more particularly described as follows:

Beginning in the south line of Lot 8 of the division of the Jesse Pierson's Estate as recorded in Plat Book 1, Page 298, of the Hamilton County Ohio Recorder's Office at a point 709.85 feet west of the intersection with the centerline of Montgomery Road and the south line of said Lot 8; thence South 3 degrees 48 minutes West, 297.70 feet to the north line of Montgomery Road; thence the north line of Montgomery Road, South 80 degrees 50 minutes West, 14.83 feet to the east edge of an existing blacktop driveway and being the True Point of Beginning for this driveway easement;

- 1) Thence running with the north line of Montgomery Road, South 80 degrees, 50 minutes West, 35.37 feet to the southwest corner of the property owned by the Village of Silverton as recorded in Deed Book 2328, Page 63, of the Hamilton County Ohio Recorder's Office;
- 2) Thence running with the west line of said Village of Silverton property, North 3 degrees, 35 minutes East, 111.89 feet;
- 3) Thence leaving the west line of said Village of Silverton property, North 89 degrees, 51 minutes, 46 seconds East, 33.32 feet to the east edge of an existing blacktop driveway;
- 4) Thence running with the east edge of the existing blacktop driveway, South 2 degrees, 54 minutes, 39 seconds West, 106.26 feet to the True Point of Beginning.

Containing 0.0849 acres of land.

Exhibit "C"

8919 3408

RESOLUTION NO. 02-385

A RESOLUTION AUTHORIZING
A TEMPORARY DRIVEWAY EASEMENT AND
A PARK ACCESS EASEMENT
TO COVER UPS, INC.
TO PROVIDE ACCESS TO 7449 MONTGOMERY ROAD
FROM THE RALPH FICKE MEMORIAL PARK ENTRANCE DRIVE
AND DECLARING AN EMERGENCY

WHEREAS, Cover Ups, Inc. has requested that the City of Silverton grant a temporary easement for the development and maintenance of a certain pavement area and driveways; and

WHEREAS, Cover Ups, Inc. has also requested an easement for the use and access on, over, and across the existing driveway that services Ralph Ficke Memorial Park; and

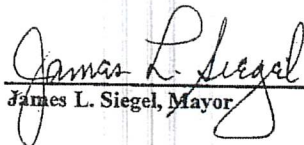
WHEREAS, the City of Silverton and Cover Ups, Inc. intend to enter into an easement agreement to accomplish ingress and egress for pedestrian and vehicular traffic.

NOW THEREFORE, BE IT RESOLVED by the City Council of Silverton, that:

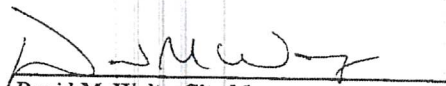
SECTION 1. The City Manager is authorized to execute the attached agreement necessary to grant Cover Ups, Inc. easements under the terms and conditions of the agreement attached hereto as Exhibit A.

SECTION II. This Resolution shall be declared an emergency measure providing for the preservation of the public peace, health, safety, and welfare of the City of Silverton necessary to provide unobstructed access and egress for pedestrian and vehicular traffic across the driveway easement area and the park access easement area and shall take effect and be in full force from and after its passage.

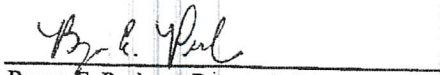
PASSED this 18th day of April, 2002.


James L. Siegel, Mayor

ATTEST:


David M. Waltz, City Manager

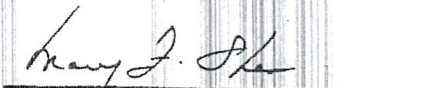
Approved as to form:


Bryan E. Pacheco, Deputy Solicitor

8919 3409

CERTIFICATION:

I, Mary F. Shea, Clerk-Treasurer of the City of Silverton, County of Hamilton, State of Ohio, do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Resolution No. 02-385 has been duly made by posting true copies in five (5) of the most public places in said municipality as determined by Council as follows: 1) Tamworth Circle & Plainfield Road; 2) Parkview Lane at Railroad; 3) Blue Ash Road & Plainfield Road; 4) Silverton Municipal Building; and 5) Silverton Playfield Entrance & Montgomery Road. Said posting was for a period of fifteen days commencing April 19 2002.


Mary F. Shea
Clerk-Treasurer of Silverton, Ohio