

LAW OFFICES
RICHARD H. GLAZER CO., L.P.A.
ATTORNEY AT LAW
8180 CORPORATE PARK DRIVE
SUITE 300
CINCINNATI, OHIO 45242

FAX (513) 489-4044
TELEPHONE (513) 489-7200

April 8, 2003

VIA FAX: 852-6087

Kenneth J. Schneider, Esq.
Wood and Lamping, LLP
2500 Cincinnati Commerce Center
600 Vine Street
Cincinnati, Ohio 45202

Re: City of Mason, Ohio vs.
Michael R. Mink, et al.
Case No.: 01 CV 58249
Warren County
Court of Common Pleas

Dear Ken:

The purpose of this letter is to set forth a settlement proposal on behalf of Mike and Nancy Mink in the above-captioned appropriation case.

As you know, the City of Mason and the Minks previously engaged in an extensive Mediation proceeding regarding this case. As a result of the Mediation and subsequent discussions between the Minks and the City of Mason, and their respective counsel, as well as a meeting between Kurt Seiler and the Minks on the property, a proposed settlement was achieved in this matter. The various components and terms of such settlement are as follows.

Nancy Mink and Mike Mink have authorized me to enter into a settlement with the City of Mason on the following terms:

- 1) The City of Mason will have the obligation to address, correct, and to take reasonable action to minimize erosion along the banks of

Muddy Creek in 2 or 3 locations as are agreed upon by the Minks and Kurt Seiler, as the representative of the City of Mason. Prior to the closing, the specific locations, the time frame in which the work will be accomplished, and the materials which will be used will be agreed upon by the Minks and the City of Mason. The agreement shall reflect the fact that the City of Mason shall have the obligation to take reasonable action to minimize erosion in certain designated bank areas of Muddy Creek.

- 2) The Minks will sell Tract C and Tract B, as are depicted on the enclosed drawing, to the City of Mason for the total sum of \$231,000.00. Such amount is a compromised figure in that the Minks by agreeing to accept such sum, are relinquishing all claims for damages to the lot on Mason-Montgomery Road (Tract C) and to the remainder of their property.

As we have discussed, the purchase by the City of Mason of all of Tract B and all of Tract C, constitutes the resolution of an appropriation by the City of Mason from the Minks which has been discussed at various times in the past. The intent of the settlement would be to resolve all appropriation matters between the City of Mason and the Minks. For your information, Tract C, the parcel along Mason-Montgomery Road, is .769 gross acres with .084 acres in the public road easement leaving .685 net acres which is 29,839 square feet. Mike Mink indicates that Tract B is 5.5 acres. Thus, the City of Mason would be purchasing 6.185 acres from the Minks (.685 net acres (Tract C) plus 5.5 acres (Tract B)).

- 3) In addition to the conveyance of Tract B and Tract C set forth in number 2 above, the Minks will provide a Public Recreational Easement free and open to the public and a Maintenance of Recreation and Creek area Easement, to the City of Mason from the

center line of Muddy Creek on Tract B extending 30 feet in width to the south. Such easement shall not be imposed on Lot #6 which the Minks own on Laurelwood Court and shall not be imposed on any other lot that borders Muddy Creek. Such easement shall be for recreation purposes only and shall stipulate that the area encumbered by such easement shall remain natural. The easement shall also stipulate that the use by the City of Mason shall be restricted to public recreation and maintenance pertaining to such recreation use. The easement shall also stipulate that the City of Mason shall not have the right to place any roadways, bike paths, sidewalks, pavement, electric lines, gas lines, utility lines, or any other use on the easement area other than the limited recreational use, with the area maintaining its natural environmental character.

As we have discussed, there may be some areas along the easement which are more or less than 30 feet in width. Therefore, the entire agreement is contingent upon the location of the easement being approved by the Minks and the City of Mason. The exact location of the easement will be in accordance with a plat which is being prepared by a surveyor retained by the City of Mason and will be placed in a location as finally agreed upon by and between the Minks and the City of Mason Engineering Department.

The City of Mason shall have the sole duty to maintain in a safe and reasonable manner, the area encumbered by the easement.

- 4) In consideration of the Minks providing the easement as is set forth above, the City of Mason will indemnify and hold harmless the Minks and their successors in interest and will defend at its sole costs any claims made against the Minks or their successors in interest, all relating to the use or exercise of the Public Recreation Easement and Maintenance of Recreation and Creek Area Easement which the Minks are providing as part of the settlement.

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- 5) The conveyance by the Minks to the City of Mason of Tracts C and B will go to the center of Muddy Creek with the Minks owning from the center line to the south of Muddy Creek after the conveyance and with the City of Mason owning from the center line of Muddy Creek to the north after the conveyance. Of course, Parcel 6, the lot that the Minks own on Laurelwood Court, as well as the parcels along Muddy Creek and Laurelwood Court, which the Minks previously conveyed, would not be the subject of the settlement.

- 6) The Minks understand that the purpose of the City's purchase of the real estate from them is for such uses as a park, green space, amphitheater, bicycle path, pedestrian walkway, or a roadway. The conveyance of Tract B by the Minks to the City of Mason will be subject to certain restricted and prohibited uses by the Grantee, City of Mason. As I indicated to you during our telephone conversation, at the time that I dictate this letter, I cannot completely refine the restrictions and restricted uses, however, the restrictions would include no sewerage treatment plants to ever be placed on the conveyed property; asphalt plants, tar plants, and salt barns all would be prohibited on the conveyed property; industrial activities would be prohibited on the conveyed property; no police stations, fire stations, or commercial buildings would be allowed on the conveyed property; no heavy equipment could be stored or kept on the conveyed property; no noxious activities would be permitted on the conveyed property; and the City of Mason would be restricted from selling the conveyed properties to any real estate developers or builders who would build any type of single or multi-family residential structures or office structures on the conveyed property.

The restrictions set forth above shall have the following exception for Tract B as follows. With regard to Tract B the City of Mason shall have the right to construct a structure to store machinery and equipment

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which are only necessary for maintaining Tract C and B. Also, any equipment that is placed on Tract B shall be restricted only to that equipment which is necessary for servicing and maintaining Tracts B and C.

The conveyance of Tract C by the Minks to the City of Mason will be subject to certain restricted and prohibited uses by the Grantee, City of Mason. The restrictions shall include no sewerage treatment plants to ever be placed on the conveyed property; and asphalt plants, tar plants, and salt barns all would be prohibited on the conveyed property; industrial activities would be prohibited on the conveyed property; no heavy equipment could be stored or kept on the conveyed property; no noxious activities would be permitted on the conveyed property. The City of Mason would not be restricted in placing a police station, fire station, office building, commercial buildings, or residential buildings on Tract C.

With regard to Tract C, the City of Mason shall not be restricted from selling the land to any real estate developers or builders who would have the right to build office or residential structures on Tract C, provided however, that in the event of a sale of the land by the City of Mason, the Minks shall have first right of refusal to purchase Tract C at the same price that the same is being sold to the purchaser.

- 7) As part of the settlement, all punch list items under which Mike Mink previously was obligated to the City of Mason relating to the completion of the streets, curbs and other appurtenances related to Laurelwood Court will deem to be satisfied. Mike Mink will have no further obligations under the punch list that previously was prepared by the City of Mason for the completion of Laurelwood Court. The amount of the punch list items for purposes of the settlement was agreed to be \$18,000.00 which is included in the \$231,000.00 settlement. Further, upon the execution of the settlement documents,

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the City of Mason shall execute all documents necessary to release to the Minks, the Certificate of Deposit which is on deposit at Fifth Third Bank as security for Mike Mink's performance of the Laurelwood Court punch list obligations.

- 8) Mike and Nancy Mink request that if a park, bike path, public walkway, amphitheater, or other public project is placed in the area, that such public facility be named after Ruth Chesney, a prominent Mason citizen who they hold in high regard.
- 9) That all court costs, survey costs, closing costs, and recording fees, be paid by the City of Mason.
- 10) At or before the closing, a Settlement Agreement and/or Judgment Entry of Settlement will be signed by the City of Mason and the Minks incorporating the terms of the settlement. The Deed conveying Tract B and Tract C and the Deed conveying the Easement shall reflect the fact that such conveyances are subject to the provisions of a Settlement Agreement and/or a Judgment Entry of Settlement.

We are operating under the assumption that you will present the settlement proposal to City Council on Monday, April 14, 2003.

Very truly yours,



Richard H. Wazer


RHG:vrh

cc: Via Fax to Mike and Nancy Mink

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AUTHORIZED AND APPROVED:

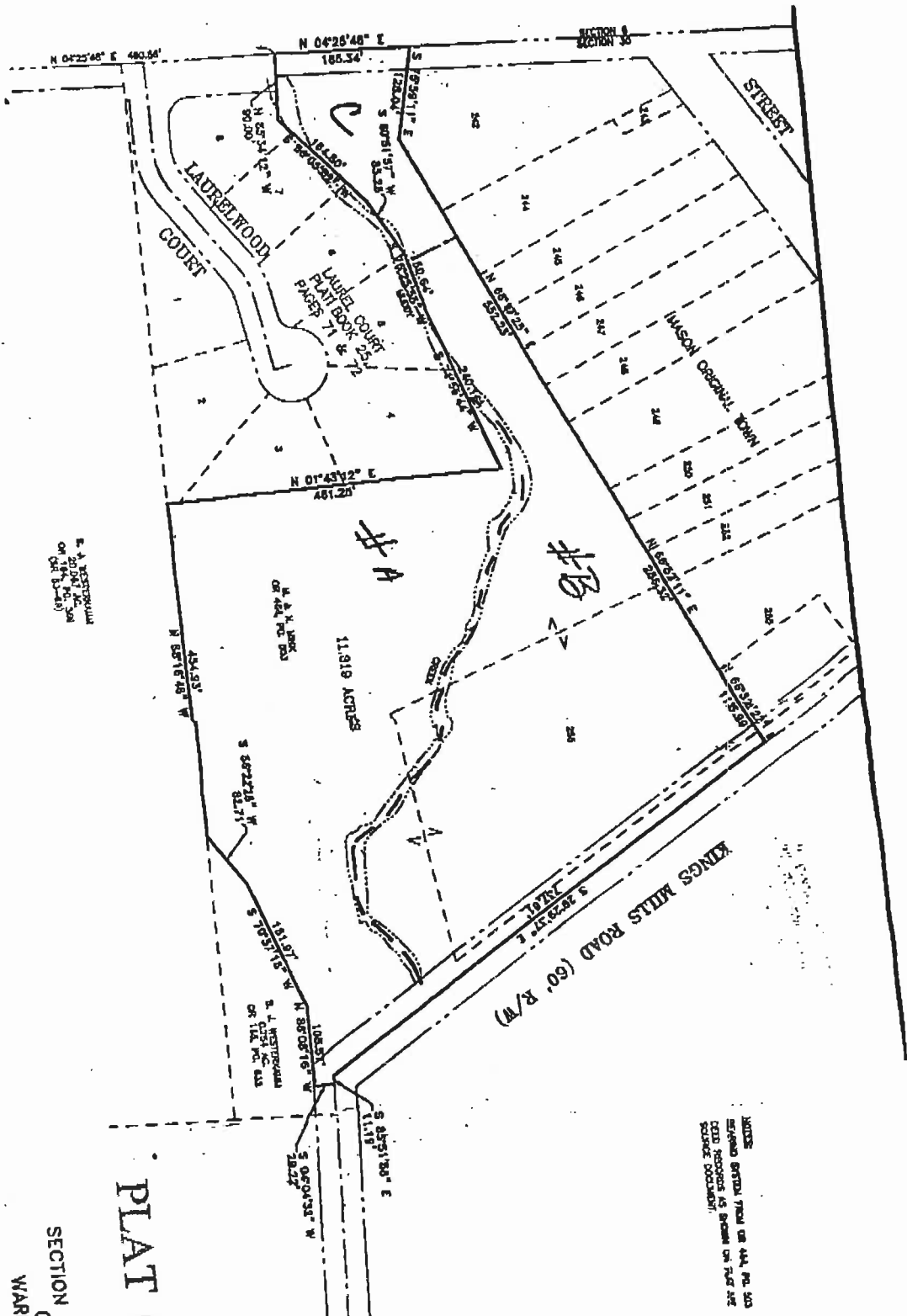
Michael R. Mink and Nancy Mink hereby authorize and approve the settlement offer which is set forth above in this letter.

 4-9-03

Michael R. Mink Date

 4-9-03

Nancy E. Mink Date



E. A. WESTERDAHL
 2014 N. 1st St
 Warren, OH 44481

M. A. X. JACOB
 OF 404 P.O. BOX
 11,918 ACRES

E. J. WESTERDAHL
 OF 104 P.O. BOX
 10,851

NOTES
 1. REFER TO THE ORIGINAL SURVEY OF 444 P.O. BOX
 2. REFER TO THE ORIGINAL SURVEY OF 104 P.O. BOX
 3. REFER TO THE ORIGINAL SURVEY OF 11,918 ACRES
 4. REFER TO THE ORIGINAL SURVEY OF 10,851



PLAT OF SURV

SITUATED IN RANG
 SECTION 30, TOWN 4,
 CITY OF MASON
 WARREN COUNTY, OHIO

11.