

The location of the sewer easement - manhole identified as "ABC" shall be 120 feet from the north property line and 80 feet from the existing manhole on the north side of Muddy Creek.

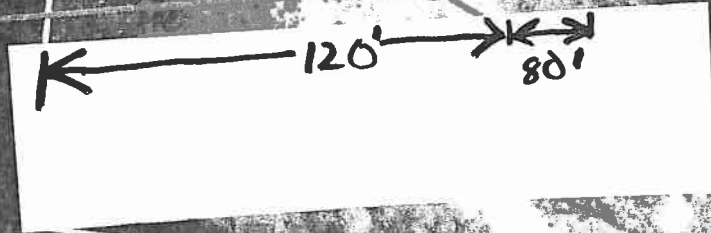
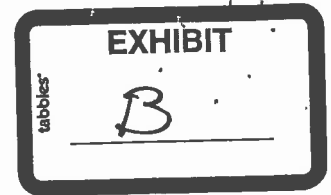


EXHIBIT
A

- Richardson Property
- Roads
- Parcel Boundary
- Richardson Property
- Existing Right-of-Way

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May 23, 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.
William A. Richardson, et al.
Case No.: 01 CV 58240
Warren County
Court of Common Pleas

Dear Ken:

The purpose of this letter is to set forth a settlement proposal on behalf of Katherine Richardson, William A. Richardson, and Lisa Richardson in the above-captioned appropriation case.

As you know, the City of Mason and the Richardsons previously engaged in an extensive Mediation proceeding regarding this case. Further, you and I have met on the Richardson property with the Richardsons. As a result of the Mediation and subsequent discussions between the Richardsons and the City of Mason, and their respective counsel, a proposed settlement was achieved in this matter. The various components and terms of such settlement are as follows.

Katherine Richardson, William A. Richardson and Lisa Richardson have authorized me to enter into a Settlement Agreement with the City of Mason which would contain the following terms:

- 1) Presently, there is a utility pole situated along the front of the property toward the northerly end of the property near Mason-Montgomery Road. As part of the settlement, the City of Mason, at its cost, would move or have such utility pole moved south of the north end of the guard rail that exists on the Richardson property. Also, all guy wires for such utility pole, would be placed south of the present north end of the existing guard rail. Alternatively, rather than moving the utility pole to the south as is set forth above, the City of Mason shall have the right to move the utility pole and the guy wires, north of the Richardson property along Mason-Montgomery Road.
- 2) The small tree that was recently planted by the City of Mason would be moved to the area between the sidewalk and Mason-Montgomery Road in Mason's Right-of-Way, but not in the path or the area of the driveway cut.
- 3) The speed limit sign would be moved in an area south of the current north end of the guard rail.
- 4) The Settlement Agreement shall provide as one of the conditions of the settlement that the City of Mason, upon the execution of this Agreement will immediately grant a reasonable curb cut access to the property off of Mason-Montgomery Road generally at the northerly end of the property. The City of Mason shall be obligated within 60 days after the execution of this Settlement Agreement, to physically remove the existing curb in the area of the curb cut and to construct an access driveway apron for the property.
- 5) As part of the settlement, the City of Mason will pay the Richardsons the total sum of \$30,000.00. Such sum includes the \$15,100.00 that the City of Mason deposited with the Clerk of Courts at the filing of the suit, thus, the additional monies which will be

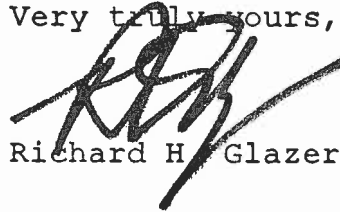
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paid as part of the settlement are
\$14,900.00.

- 6) At or before the closing, a Settlement Agreement and/or Judgment Entry of Settlement will be signed by the City of Mason and the Richardsons incorporating the terms of the settlement. The Deed conveying the appropriated property interests shall reflect the fact that such conveyance is subject to the provisions of a Settlement Agreement and/or a Judgment Entry of Settlement.
- 7) All Court costs, survey costs, closing costs, and recording fees shall be paid by the City of Mason.
- 8) The Settlement Agreement is contingent upon the approval of the terms of said Settlement Agreement by the City of Mason City Council.
- 9) The location of the sanitary sewer easement and manhole will be as is indicated on the attached plat.

If the above accurately sets forth the terms of a settlement, please sign on the appropriate line that I have provided as the representative of the City of Mason and thereafter return the signed document to me.

Very truly yours,



Richard H. Glazer

RHG:vrh

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AUTHORIZED AND APPROVED:

Authorized and approved, Katherine Richardson, William A. Richardson, and Lisa Richardson hereby authorize and approve the settlement offer which is set forth above in this letter.

Katherine Richardson 5/23/2003
Katherine Richardson Date

William A. Richardson 5/23/03
William A. Richardson Date

Lisa Richardson 5/23/03
Lisa Richardson Date

AUTHORIZED AND APPROVED:

Kenneth J. Schneider, City Solicitor, City of Mason hereby approves and accepts the settlement offer which is set forth above in the attached letter.

CITY OF MASON

By: Kenneth J. Schneider
Kenneth J. Schneider, Esq. Date
Solicitor, City of Mason

By: Scott F. Lahmer 5/30/03
Scott F. Lahmer Date
City Manager