

**SNIDER ROAD
BRIDGE -PLACEMENT COOPERATION AGREEMENT**

This agreement made and entered into by Everybody's Farm, Inc., and the City of Mason. (hereinafter referred to as "MASON").

WHEREAS, Everybody's Farm, Inc., and MASON desire to build a new bridge and 400 feet of Snider Road, to carry Snider Road over the Muddy Creek, which new bridge and roadway will be owned and maintained by MASON and is located within the City of Mason's corporation limits, in accordance with the specifications of MASON and Warren County Engineer hereinafter referred to as PROJECT; and

WHEREAS, Everybody's Farm, Inc. and MASON desires to enter into a joint agreement to construct the PROJECT; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, Everybody's Farm, Inc. consents to the construction of the PROJECT by MASON on the following terms:

1. MASON will build the bridge and 2 to 3 lanes of Snider Road over the bridge with a bike path, sidewalk, street lights, and storm sewers and all other utilities and landscaping as required by the City of Mason Landscaping Ordinance, in accordance with the MASON and Warren County specifications, as noted on attachment "A".
2. Everybody's Farm will dedicate to the City the 80 feet of right-of-way in accordance with the City's Thoroughfare Plan and all floodplain easements needed to obtain permits from FEMA. MASON will pay the total cost of the bridge and road improvements including design and obtaining FEMA permits, as noted on attachment "B".
3. MASON will advertise and open bids, will contract with the successful bidder (the "Contractor"), and will administer the contract including paying the Contractor for accepted work.
4. Everybody's Farm, Inc. and MASON agree to cause their respective Contractors to match the pavements on both ends of the PROJECT by sharing plans, engineering, and construction information.
5. Per MASON bidding requirements, the Contractor will provide a contract bid bond with the submission of its bid and MASON will hold a performance bond equal to the contract amount. The performance bond will not be released until the Contractor's work has been completed and accepted by MASON. In the event that the Contractor fails to perform the work according to the terms and conditions of the contract and to the satisfaction of MASON, MASON hereby agrees that it will use any proceeds it recovers from the Performance Bond to complete the Project according to the approved specifications for the PROJECT.

6. MASON will supervise, monitor and inspect construction of the bridge placement portion of the PROJECT. MASON further agrees to ensure that the Contractor complies with all of the terms and conditions of the contract, including, but not limited to, any prevailing wage requirements, and any similar legal requirements. MASON will further require the Contractor to submit affidavits averring that any subcontractors or material suppliers on the Project have been paid in full.

7. Upon construction of the PROJECT according to the specifications, and completion of the contract in accordance with applicable law, MASON will accept all portions of the PROJECT.

8. All personnel or agents of Everybody's Farm, Inc. and MASON shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective employers or principals and not under the direction and control of the other party to this Contract, and their own employers or principals shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, , as a term of this Contract, shall give their full cooperation to any party defending such a claim or action.

The parties further recognize that (a) the parties are autonomous organizations (b) the parties have independent and separate boards of elected officials and officers responsible to manage their operations and affairs (c) the parties have their own separate assets, (d) the parties are not affiliated, and do not have any interest in the other party, (e) the parties have the right and power to hire, supervise and fire their own employees and contractors, (f) the parties have the function of carrying out and supervising their services under this Contract, and (g) the parties do not control the day-to-day operations and affairs of the other party.

9. This Agreement may only be terminated by either party in the event of a material breach of this Contract, if the material breach remains uncured sixty days after written notice is given to the breaching party specifying the breach. A "material breach" is any failure of either party to fully comply with and perform any and all terms and conditions of the Agreement.

10. All notices required to be given hereunder shall be in writing and shall be sent to the following addresses:

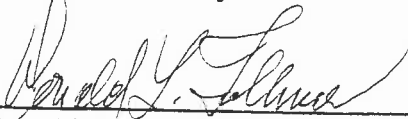
If to Everybody's Farm, Inc.:
Donald Follmer
Henkle Schueler Realtors
3000 Henkle Drive
Lebanon, Ohio 45036

If to MASON:
Richard Fair, P.E.
City Engineer
City of Mason
6000 Mason-Montgomery Road
Mason, Ohio 45040

11. Whenever the terms "Everybody's Farm, Inc." and "MASON" are used herein, these terms shall include, without exception, the employees, agents, elected officials, successors, assigns and/or authorized representatives of Everybody's Farm, Inc. and MASON.
12. Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other. Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.
13. This Agreement contains the entire Agreement between Everybody's Farm, Inc. and MASON with respect to the subject matter hereof and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts or otherwise, not herein contained shall be of any force or effect.
14. No modification or amendment of any provisions of the Agreement shall be effective unless made by a written instrument duly executed by the party to be bound thereby, which refers specifically to this Agreement and the amendment of modification being made.
15. Should any judicial officer or tribunal of competent jurisdiction deem any portion of this Agreement unenforceable, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.
16. No waiver by either party by any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.
17. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.
18. The signatures of the parties to this Agreement is certification that the funds required for this Agreement will be available as required herein, for each appropriation period through the end of the term of this Agreement.


IN WITNESS WHEREOF, the Everybody's Farm, Inc., pursuant to Resolution No. _____ and the Mason City Council, pursuant to Ordinance No. _____ have caused this instrument to be executed this ____ day of _____, 2004.

Recommended by:




Donald Follmer, Henkle Schueler Realtors
Representing Everybody's Farm, Inc.

Recommended by:



Richard Fair, City of Mason Engineer

EVERYBODY'S FARM, INC.


By: _____
Michael T. Schueler

CITY OF MASON

By: _____
Scot Lahrmer, City Manager

Approved as to Form:

KENNETH SCHNEIDER,
CITY OF MASON LAW DIRECTOR

Kenneth Schneider, Law Director

DEC-09-2004 16:00

HSA/BH

513 932 5379 P.02/02

HENKLE SCHUELER & ASSOCIATES, INC.

3000 G Henkle Drive
Lebanon, Ohio 45036
Tel: (513) 932-6010
Fax: (513) 932-1237

Addendum # 1

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Commercial-Industrial-Investment
for use only by Members of the
CINCINNATI AREA BOARD OF REALTORS®
Approved by Board Legal Counsel
If not understood, seek legal advise.
For real estate advice, consult your Realtor®

The undersigned City of Mason, Ohio and Everybody's Farm, Inc, having executed a Road Bridge Placement Agreement contract dated November, 2004, ("Contract") further agree as follows:

1. The City of Mason shall use its best efforts to begin construction in calendar year 2005 of their portion the Snider Road Extension and the Bridge installation as referred to in the basic agreement and detailed engineering drawings.
2. Everybody's Farm, Inc. its agents, assigns or successors shall use their best efforts to begin construction in calendar year 2005 of their portions of the Snider Road Extension as referred to in the basic agreement and detailed engineering drawings.
3. Both the City of Mason and Everybody's Farm, Inc. agree to maintain communication between the entities and their respective contractors to ensure matching of the pavements on both ends of the project.

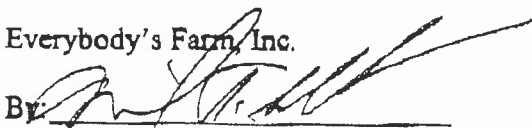
This addendum, upon execution by the parties, becomes an integral part of the Agreement. Except as amended or modified by this addendum, the Agreement, in all other respects, remains the same.

Date: 12-9-04

Date: _____

Everybody's Farm, Inc.

The City of Mason

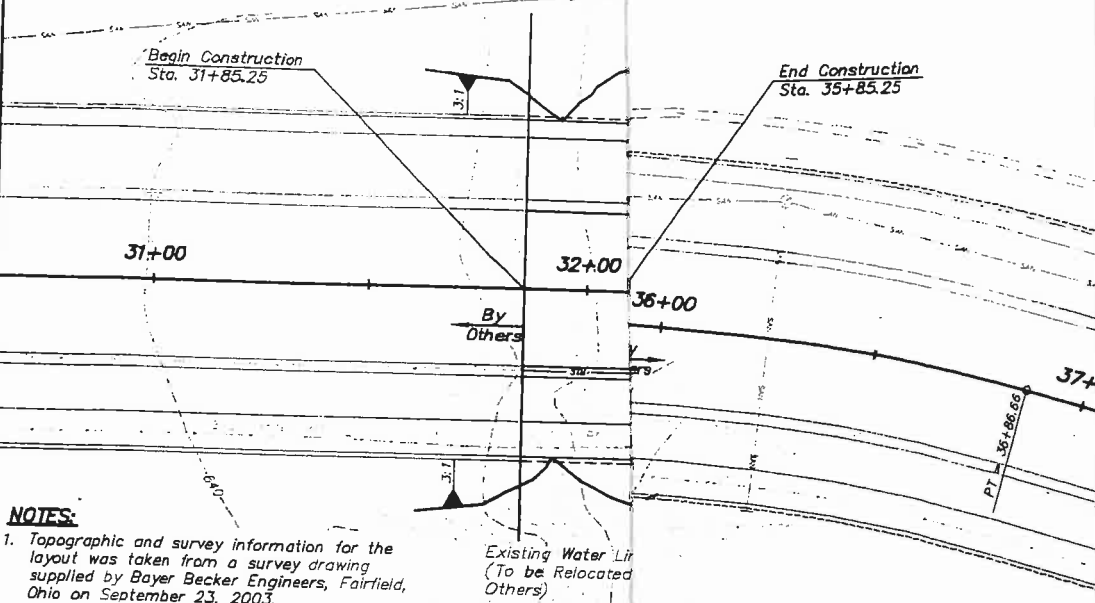
By: 
Michael T. Schuler

By: _____
Scot Lahrmer, City Manager

TABLE OF COORDINATES

Station	Northing	Easting
Baseline, Sta. 31+85.25	496,822.32	1,450,874.36
Baseline, Sta. 35+85.25	497,204.96	1,450,757.80
Baseline, Sta. 210+00	497,017.95	1,450,916.24
Baseline, Sta. 212+00	497,005.72	1,450,716.62

Existing Sanitary Sewer
 Manhole, S-1
 Rim Elev. 823.70'
 Inv. Elev. 804.25' (18" pipe)
 Inv. Elev. 804.25' (8" pipe)
 Inv. Elev. 804.24' (8" pipe)
 Inv. Elev. 804.20' (18" pipe)



NOTES:

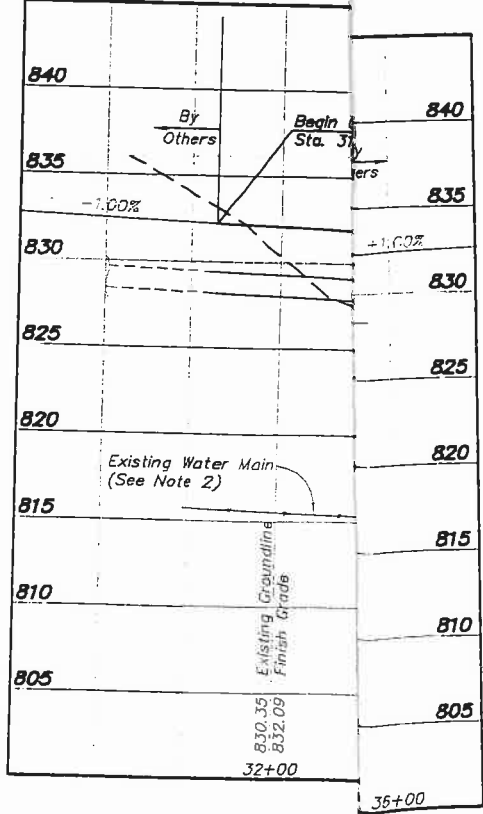
1. Topographic and survey information for the layout was taken from a survey drawing supplied by Bayer Becker Engineers, Fairfield, Ohio on September 23, 2003.
2. Property boundary for the layout was taken from a survey drawing supplied by Bayer Becker Engineers, Fairfield, Ohio.
3. See City of Mason Standard Drawing S-1C for Manhole Details.
4. Proposed sanitary sewer improvements the City will be constructing as part of this project are not shown on the profile. See supplemental drawings for details.
5. The locations and elevations of existing utilities are approximate. The Contractor shall field verify the locations and elevations of all utilities prior to performing any excavations or fill placement.

SNIDER ROAD EXTENSION BASELINE HORIZONTAL CURVE DATA

P.I. STA.	36+27.55
NORTHING	497,245.30
EASTING	1,450,745.06
Δ	17°03'42"
Dc	14'19"26"
T	60.00'
L	119.11'
R	400.00'
E	4.47'
P.C. STA.	35+67.55
P.T. STA.	36+88.66

SNIDER ROAD EXTENSION BASELINE VERTICAL CURVE DATA

CURVE NO.	V.C. 5
P.V.C. STA.	33+35.25
P.V.T. STA.	34+35.25
G1	-1.00%
G2	1.00%
L	100'
P.V.I. ELEV.	830.24'
P.V.I. STA.	33+85.25



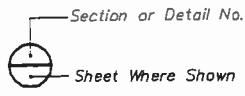
PLAN AND PROFILE - SNIDER ROAD EXTENSION

**PARK ACCESS LANE AND SNIDER ROAD EXTENSION
 STATION 31+85.25 TO STATION 35+85.25
 CITY OF MASON, WARREN COUNTY, OHIO**

PROJECT NO. CN2003036
 DATE NOVEMBER, 2004
 DRAWN BY TJ
 CHECKED BY SDP
 CHECKED BY JSW
 SCALE AS SHOWN

REVISED

1.
2.
3.
4.
5.
6.
7.
8.



REFERENCE KEY

SHEET

11 of 18

E N G I N E E R S
 LEWISBURG
 LOUISVILLE
 CINCINNATI
 COLUMBUS
 ST. LOUIS

TRIPLE
 WESTBORO
 SCOTT AND WY
 ENGINEERS, INC.

10018 International Blvd
 Cincinnati, Ohio
 45246-4839
 513-980-1070