

TEMPORARY RIGHT OF ENTRY AND CONSTRUCTION EASEMENT AGREEMENT

This Temporary Right of Entry and Construction Easement Agreement is entered into on this _____ day of _____, 2004 (The "Agreement"), Steven Boymel and Carol Ann Boymel, husband and wife, (Owner) and the City of Mason (the "City").

The Owner is the owner of the real estate property described on Exhibit 'B' affixed hereto (the "Property"), which is known as, (address) 780 Snider Road, Mason, Ohio 45040, and also known as Parcel No. 4 of Book 523, Page 452 of the Warren County Recorder's office.

The City and its contractors, engineers, agents and/or employees desire to enter upon a portion of the Property in the area approximately shown on Exhibit A (the "Temporary Construction Easement Area") for the purposes of improving the public road known as Winton Road and Smiley Avenue and all facilities or utilities related to such road.

The City agrees to pay to Owner, upon execution of this Agreement, the sum of \$1.00 (the "Entry Price"), as full compensation for the rights granted to the City by the Owner pursuant to this Agreement. City accepts Owner's donation of this easement and access as a contribution toward the success of the Roadway Project.

Owner hereby grants to the City, in consideration of the Entry Price, the temporary Right for the City, its employees, agents, engineers, and/or contractors, to enter upon the Temporary Construction Easement Area by persons, equipment, and vehicles, and use the same for the temporary storage of materials and equipment and as a place of access to and from the immediately adjacent public right-of-way.

The right of entry granted by Owner to the City shall begin no earlier than June 2, 2004, and shall automatically expire at 11:59 PM on Oct 21, 2005.

The City agrees during the right of entry time described above or such reasonable time thereafter, the City shall restore the Temporary Construction Easement Area and repair any damage to the Property to the same condition that existed immediately prior to the time the City exercised the right of entry.

The City and the Owner acknowledge and agree that the Owner remains the Owner of the Property and the Temporary Construction Easement Area at all times; the City has only a temporary right to use the Construction Area for the period of time and purposes described above.

The Owner agrees that the Entry Price shall be the full consideration it shall receive from the City in connection with the above right-of-entry.

This Agreement is the entire agreement between the parties and cannot be modified by any oral or other communication, except as signed by both parties.

WITNESSES:

(Two witnesses, each as to all)

OWNER(S):

Steven Boymel and Carol Ann Boymel

Kimberly J Volmering
Signature

By: [Signature]

Print Name: Kimberly J Volmering

Print Name: STEVE BOYME

Linda Schmittou
Signature

Print Name: Linda Schmittou

By: Carol Ann Boymel

Kimberly J Volmering
Signature

Print Name: Kimberly J Volmering

Print Name: Carol Ann Boymel

Linda Schmittou
Signature

Print Name: Linda Schmittou

STATE OF OHIO :
: SS:
COUNTY OF WARREN :

Before me, a Notary Public in and for said County and State, personally appeared the above
named Steven Boymel & Carol Ann Boymel
(name & legal capacity: husband & wife, a single adult, brother & sister, etc.)

who acknowledged They did sign the foregoing instrument and that the same is
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9 day
of December, 2004.



KIMBERLY JO VOLMERING
Notary Public, State of Ohio
My Commission Expires May 11, 2008

Kimberly J Volmering
Notary Public

My Commission Expires: _____

WITNESSES:

(Two witnesses, each as to all)

CITY OF MASON:

Signature

Scott F. Lahrmer, City Manager

Print Name: _____

Signature

Print Name: _____

STATE OF OHIO :
: SS:

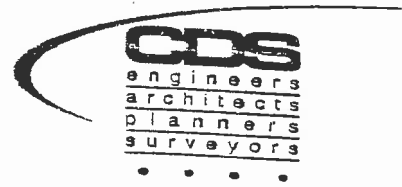
COUNTY OF WARREN :

*The foregoing instrument was signed and acknowledged before me, a Notary Public,
this _____ day of _____, 2004, by _____, the
_____ of the City of Mason, an Ohio Municipal Corporation, for and on
its behalf.*

Notary Public

APPROVED AS TO FORM:

By: _____



LEGAL DESCRIPTION PARCEL 4-T

- Situated in Section 35, Town 4, Entire Range 2, City of Mason, Warren County, Ohio, being part of a 8.466 acre tract of land heretofore conveyed to Steven Boymel and Carol Ann Boymel, by deed recorded in Deed Book 523, Page 452 of the Warren County, Ohio Deed Records, and being more particularly described as follows:
- Commencing at the intersection of the existing centerline of Reading Road (U.S. Route No. 42) and the westerly line of Section 35, being also the existing centerline of Snider Road;
- Thence along the existing centerline of Snider Road and the westerly line of Section 35, S.04°32'00"W., a distance of 402.24 feet, more or less, to a point in said centerline and section line;
- Thence at a right angle to the previous course, S.85°28'00"E., a distance of 40.00 feet to a point in the northwesterly corner of the Grantor's tract and the existing easterly right-of-way line of Snider Road;
- Thence along the Grantor's northerly line, S.76°03'34"E., a distance of 7.50 feet to the proposed easterly right-of-way line and the principle point of beginning for this description;
- Thence from said principle point of beginning and continuing with the grantor's northerly line, S. 76°03'34" E., a distance of 12.91 feet to a point;
- Thence through the grantor's property on the following four (4) courses and distances:
1. S. 3°59'39" W, a distance of 27.20 feet to a point;
 2. S. 4°31'26" W., a distance of 10.08 feet to a point;
 3. S. 19°25'16" W., a distance of 37.00 feet to a point;
 4. S 34°15'40" W., a distance of 21.95 feet to a point in the existing easterly right-of-way line of Snider Road;
- Thence along the existing easterly right-of-way line Snider Road, N. 4°32'00" E., a distance of 42.07 feet to its intersection with the proposed easterly right-of-way line of Snider Road;
- Thence along the proposed easterly right-of-way line of Snider Road, N. 12°36'38" E., a distance of 15.09 feet;
- Thence through the grantor's property on the following three (3) courses and distances:
1. S. 78°14'14" E., a distance of 17.41 feet to a point;
 2. N. 4°31'26" E., a distance of 10.08 feet to a point;
 3. N. 78°14'14" W., a distance of 15.99 feet to a point in the proposed easterly right-of-way line of Snider Road;

Thence along the proposed easterly right-of-way line of Snider Road N. $12^{\circ}36'38''$ E., a distance of 27.57 feet to the point of beginning;

Containing 0.0249 acre, more or less and being subject to all other easements, restrictions, covenants, and/or conditions of record.

The above description and bearing system is based on a plat of survey prepared by CDS Associates, Inc., in August 2001, at the direction of Lee A. Russell, Registered Professional Surveyor #6840 in Ohio, with said plat filed in Survey Record _____ Plat No. _____ of the Warren County Engineer's Record of Land Surveys.



Known All Men by These Presents:

EXHIBIT B

PAGE 1 OF 2

That THOMAS J. MC GILL and CHARLENE MC GILL (husband and wife);
BARBARA R. COMBS, (unmarried); EDWARD MASTALSKI and MARIE H.
MASTALSKI (husband and wife); RICHARD E. BROWN and SHIRLEY S. BROWN
(husband and wife); WILLIAM J. HARGIS and LUCILLE S. HARGIS (husband
and wife)

in consideration of One Dollar and other good and valuable considerations

to them paid by STEVEN BOYMEL and CAROL ANN BOYMEL

whose address is 6898 Hamilton-Middletown Road Middletown, Ohio 45042
the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell

and Convey to the said STEVEN BOYMEJ. and CAROL BOYMEL, during their
joint lives and remainder to the survivor of them, his or her
separafe.

heirs and assigns forever,

the following described Real Estate,

Situate in the City of Mason, Section 35, Town 4, Range 2,
Deerfield Township, Warren County, Ohio and being
more particularly described as follows:

Commencing at an Iron Pin where the centerline of U.S. St. Rt.
42 and Snider Road intersect thence S. 3°00'00" W. 394.09 feet;
thence S. 77°35'00" E. a distance of 40.55 feet to the E. right
of way line and being the True Point of Beginning for the land
herein described; thence S. 77 deg. 35 min. E. 290.43 feet to
an Iron Pin; thence N. 3 deg. 00'00" E. 152.00 feet; thence
S. 77 deg. 35'00" E. 604.18 feet; to an Iron Pin in the westerly
right of way line of the C.L. & N. Railroad; thence along said
right of way line S. 25 deg. 42 min. 11 sec. W. 536.54 feet to
an Iron Pin; thence N. 77 deg. 35 min. W. 684.70 feet to an
Iron Pin in the east right of way line of Snider Road; thence
along said East right of way line N. 3 deg. 00 min. E. 377.32
feet to the True Point of Beginning. Containing 8.466 Acres of Land
and being subject to all legal highways and easements of record.

Prior Deed Reference: Deed Book 513 Page 448
of the Warren County, Ohio, Deed Records.

A survey of this property was made by William C. Frows
Registered Surveyor No. 5855

Being the same property as shown and designated on the
recorded plat thereof in Plat Book 10, page 13, of the
Warren County, Ohio, Recorder's Office.

STATE OF OHIO
COUNTY OF WARREN

and all the Estate, Title and Interest of the said THOMAS J. MCGILL and CHARLENE M. MCGILL and BARBARA R. COMBS, and EDWARD MASTALSKI and MARIE H. MASTALSKI and RICHARD E. BROWN and SHIRLEY S. BROWN, and WILLIAM J. HARGIS and LUCILLE R. HARGIS

either in Law or Equity, of, in and to the said premises; Together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof; To have and to hold the same to the only proper use of the said grantees,

Steven Boymel and Carol Ann Boymel, during their joint lives and remainder to the survivor of them, his or her separate.

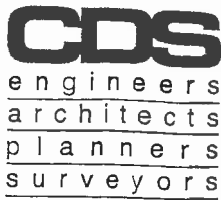
heirs and assigns forever.

And the said THOMAS J. MC GILL and CHARLENE M. MC GILL, and BARBARA R. COMBS, and EDWARD MASTALSKI and MARIE H. MASTALSKI, and RICHARD E. BROWN and SHIRLEY S. BROWN, and WILLIAM J. HARGIS and LUCILLE R. HARGIS

~~for~~ for THEMSELVES and their heirs, executors and administrators, do hereby Covenant with the said STEVEN BOYMEL and CAROL ANN BOYMEL during their joint lives and the remainder to the survivor of them, his or her separate.

that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is Clear, Free and Unincumbered; And further, That they do Warrant and Will Defend the same against all claim or claims, of all persons whomsoever:

Save and except taxes due and payable in DECEMBER, 1978, and thereafter, and any and all assessments, whether certified or uncertified and any and all restrictions, reservations, agreements and easements of record, zoning laws and restrictions and legal highways, if any. Also save and except, the property to be dedicated as shown in Plat Book 10, Page 13 of the Warren County, Ohio Plat Records. Also save and except the



CDS Associates, Inc.
www.cds-assoc.com

11120 Kenwood Road
Cincinnati, Ohio 45242-1818
513.791.1700
513.791.1936 FAX

7000 Dixie Highway
Florence, Kentucky 41042
859.525.0544
859.525.0561 FAX

Letter of Transmittal

Date 12/9/2004	Job No. 2004058
Attention Kathy Dorman Assistant City Engineer	
Company City of Mason, Ohio	
Re: Steve & Carol Ann Boymel Purchase Contract	

WE ARE SENDING YOU: Attached Under separate cover via _____ the following items:

<input type="checkbox"/> Shop drawings	<input type="checkbox"/> Prints	<input type="checkbox"/> Plans	<input type="checkbox"/> Samples	<input type="checkbox"/> Specifications
<input type="checkbox"/> Copy of letter	<input type="checkbox"/> Change order	<input type="checkbox"/>		

Copies	Date	Number	Description
1			Original Purchase Contract signed by Steve and Carol Ann Boymel for Project Parcel No. 4
1			Original signed Temporary Right of Entry Project Parcel No. 4
1			Original signed Drainage Easement Project Parcel No. 4

THESE ARE TRANSMITTED as checked below:

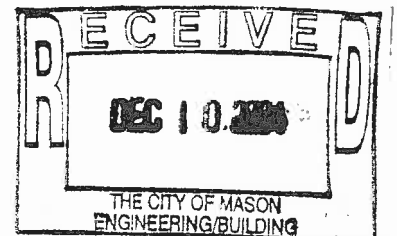
<input checked="" type="checkbox"/> For approval	<input type="checkbox"/> Reviewed, no comments	<input type="checkbox"/> Resubmit _____ copies for approval
<input checked="" type="checkbox"/> For your use	<input type="checkbox"/> Make corrections noted	<input type="checkbox"/> Submit _____ copies for distribution
<input checked="" type="checkbox"/> As requested	<input type="checkbox"/> Returned for corrections	<input type="checkbox"/> Return _____ corrected prints
<input type="checkbox"/> For review & comment	<input type="checkbox"/>	
<input type="checkbox"/> FOR BIDS DUE	<input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US	

Remarks The purchase contract has specific language relative to the date of closing which needs to be addressed. It should also be noted that the owner did sign a Drainage Easement and Temporary Right of entry. I believe that the acquisition is ready for the closing to be set up. I don't know the names, if any, of any lien holders for release of liens.

Copy to: Roccina S. Niehaus

Signed: Dion Connor

file:



....Transforming Challenges Into Solutionssm