

April 15, 2004

Mr. Arthur J. Oliver, P.E.
Projects Coordinator
City of Mason
3920 U.S. 42 North
Mason, Ohio 45040

Dear Mr. Oliver:

As a result of discussions we have had and of correspondence we have exchanged, I offer the following summary of what our current agreement is:

1. The City will pay me the sum of \$10,000 as compensation for the taking of a 20-foot permanent and 40-foot temporary easement across the portion of my land to be retained after sale of the Carmelle subdivision. Immediately following the completion of construction of the new 24" sanitary sewer line, the 20-foot permanent and the 40-foot temporary easement must be covered with 12" of topsoil and reseeded with straw and fertilizer.

The City's construction activities shall be limited to the permanent and temporary easements referred to above.

2. The City will pay me the sum of \$20,000 as compensation for the taking of permanent and temporary easements across the portion of my land, which is included in the Carmelle subdivision. This price will be \$30,000 if agreed to prior to closing but paid after closing. Said closing between me and Robert C. Rhein Interests, Inc. is to occur on or before May 8th, 2004. If agreed to and paid after closing, the price will increase to \$30,000 for this easement, and the easement in Section 1 will increase to \$30,000. The permanent easement shall be twenty (20') in width and centered on the new 24" sanitary sewer line, except that the permanent easement for that portion of the 24" sewer which is parallel to and adjacent to Chris Biehle's and my common property line shall be twenty-five (25') feet in width and centered on the new 24" sanitary sewer line. The temporary easement shall be a total of forty (40') feet in width and shall be twenty (20') feet in width on each side of and adjacent to the twenty (20') foot wide permanent easement, except that the temporary easement shall be ten (10') feet wide and on the west side of the permanent easement for

that portion of the 24" sewer which is parallel to and adjacent to Chris Biehle's and my common property line.

The City's construction activities shall be limited to the permanent and temporary easements referred to above.

3. The City shall obtain all appropriate approvals from Dayton Power and Light Company and The Cincinnati Gas & Electric Company for construction of new sewer and the placement of new permanent and temporary easements within the two separate existing one hundred fifty (150') foot wide easements previously granted to each of them for their use.
4. I will grant to the City a temporary easement on a portion of my land which is included in the Carmelle subdivision. The temporary easement shall be a total of forty (40') feet wide and shall be located twenty (20') feet on each side of and adjacent to the existing twenty (20') foot wide easement for the East Trunk Sewer. The existing East Trunk Sewer will be abandoned following complete changeover from the existing WRP to the new WRP (no later than July 31, 2006). As part of the City's new Influent Sewer construction, the existing East Trunk Sewer and associated structures will be physically removed and trenches filled in the areas identified on the attached sketch plan. Filled trench areas are to be backfilled according to the specifications shown on the attached sketch plan and cross-section. All areas of compaction shall be certified by a certified Geotechnical Engineer (Thelen Associates).
5. Following the completion of the new WRP, the temporary easements, referred to in Paragraphs 2 and 3 above will be automatically terminated. Following the removal of the existing East Trunk Sewer, the temporary easement referred to in the Paragraph 6 above will be automatically terminated, and the City will vacate the entire existing twenty (20') foot wide permanent East Trunk Sewer easement running across my land.
6. If the complete changeover from the existing WRP to the new WRP and the removal of the existing East Trunk Sewer and the vacating of associated permanent and temporary easements has not occurred on or prior to August 1, 2006 and the projected date at that time for such complete changeover is later than January 1, 2007, then Robert C. Rhein Interests, Inc. shall have the right to take the following steps to insure that the removal of the existing East Trunk Sewer and the vacating of

associated permanent and temporary easements may occur in a timely fashion.

- a.) Robert C. Rhein Interests, Inc. may have its engineer design a temporary trunk sewer to be located on or adjacent to the proposed Riverside Drive in the Carmelle subdivision, which design (i) shall be reviewed and approved by the City in its reasonable discretion and without delay, and (ii) shall be submitted to the Ohio EPA for issuance of a Permit to Install. If all approvals relating to the temporary trunk sewer are not granted within 150 days of submission of design plans to the City for such sewer, all permanent and temporary easements granted by me will automatically terminate.
- b.) After relevant approvals are granted, Robert C. Rhein Interests, Inc. may have its contractor (i) install the temporary trunk sewer, and (ii) abandon the existing East Trunk Sewer, including removal and backfilling as specified in Paragraph 6 above.
- c.) Robert C. Rhein Interests, Inc. shall grant the necessary temporary easements for the temporary trunk sewer upon completion of its construction. The City shall be responsible for the maintenance of the temporary trunk sewer.
- d.) Robert C. Rhein Interests, Inc. shall cause preparation of the necessary documentation for the vacating of all easements for the existing East Trunk Sewer, which documentation shall be executed by the City simultaneously with the execution of the temporary easements specified in subparagraph c) above.
- e.) All of Robert C. Rhein Interests, Inc. actual out-of-pocket costs incurred as a result of actions taken in accordance with subparagraphs a), b), c) and d) above shall be reimbursed to Robert C. Rhein Interests, Inc. as follows: The City shall direct builders in Carmelle to make payments of normal sanitary capacity and tap fees for homes in Carmelle directly to Robert C. Rhein Interests, Inc. rather than to the City in a manner similar to reimbursement previously established in the Heritage Club effluent agreement, until all Robert C. Rhein Interests, Inc.'s costs have been reimbursed.

Upon completion of the East Trunk Sewer, the City shall be responsible for disconnecting the temporary trunk sewer installed pursuant to this paragraph and vacating the easements granted pursuant to subparagraph c) above.

7. The City of Mason represents and warrants to me and Robert C. Rhein Interests, Inc. that there are no existing or future sanitary sewer charges or assessments which are or will be applicable to the property or the Carmelle subdivision as a result of the existing or new trunk sewer and WRP.

Please contact me if you have any questions regarding these changes, subsequent to which we will proceed with preparing a formal agreement.

Sincerely,

Chris F. Carter