

Auditor's Reference: 15-04-285-002 & 15-04-285-004

City of Mason for Western Row & Snider Roadway
Project Parcel No. 18-UD & 26-UD

GRANT OF UTILITY & DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **Basco Manufacturing Company**, an Ohio corporation (“**Grantor**”), the Fee Simple owner of the real estate (the “Property”), located at 7565 Snider Road, within the City of Mason, identified in Official Record Book 675, Page 494 and Official Record Book 1392, Page 281 of the Deed Records of Warren County, Ohio, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, convey and release to the **City of Mason, Ohio**, an Ohio municipal corporation, whose tax mailing address is 6000 Mason-Montgomery Road, Mason, Ohio 45040 (“**Grantee**”), and to their agents, employees, successors and assigns forever, a non-exclusive easement for the construction, operation, maintenance, repair and/or replacement of a drainage system on, above, under and through that portion of the aforementioned Property marked as 15-04-285-002 and 15-04-285-004 and as described on Exhibit “A” and with the easement area being generally depicted on Exhibit “B” (the “Easement Area”), attached hereto and made a part hereof.

All costs and expenses associated with the **Grantee's** construction, operation, maintenance, repair, replacement and restoration activities within the Easement Area described on Exhibit “A” as 18-UD and 26-UD shall be borne solely by the **Grantee**.

Grantor shall not construct any improvements within or upon the Easement Area or otherwise use the Easement Area in a manner that would materially interfere with the exercise by **Grantee** of its rights provided by this document. **Grantee** acknowledges and agrees that **Grantor** reserves the right to drain storm and surface water from **Grantor's** Property into the creek running through the Easement Area, and that **Grantor**, its employees, agents, invitees, successors and assigns, shall have the perpetual right to use, maintain, enlarge and reconstruct the road and bridge from Snider Road to **Grantor's** Property that goes across the Easement Area in accordance with applicable federal, state and local regulations.

Grantee shall, as soon as practical after the completion of any construction, maintenance, repair or replacement activities, restore the surface of the Easement Area to the same condition or better as existed immediately prior to the commencement of such activities by **Grantee** or its agents, employees or contractors.

Grantee shall be responsible for future maintenance and repair of the creek, riprap and other stormwater improvements now or hereafter installed by the **Grantee**, or its agents, in the Easement Area. **Grantor** and **Grantee** acknowledge that **Grantee's** maintenance responsibilities as set forth above shall include the entire area of the creek along Snider Road running along **Grantor's** property, even if a portion of such creek is outside of the Easement Area. The maintenance of the stormwater improvements shall include, as reasonably necessary, removal of stormwater debris and grass cutting or trimming that may be necessary along the banks of the creek along Snider Road that may be necessary from time-to-time in order to maintain and keep the creek and banks from becoming overgrown. The stormwater improvements for which **Grantee** is responsible shall include the retaining wall and guardrail

that **Grantee** installed along the edge of the Snider Road right-of-way and all culvert boxes and stormwater pipes going underneath Snider Road (Warren County is responsible for any culvert boxes going underneath Snider Road). **Grantee** shall indemnify and hold harmless **Grantor**, its employees and agents, from any liabilities or claims arising out of the use of such stormwater improvements or any failure to maintain the stormwater improvements in the future.

Grantor reserves the right to maintain, repair and replace any existing or future utilities within the stormwater drainage Easement Area, and **Grantee** shall not disturb **Grantor's** existing detention basin to the extent the detention basin encroaches into the Easement Area. **Grantor** reserves the right to maintain, repair, replace and/or enlarge its existing entrance driveway and box culvert in the Easement Area that goes over the creek. **Grantor** shall maintain the existing driveway's box culvert and shall indemnify and hold harmless **Grantee** from any liabilities or claims arising out of **Grantor's** maintenance, repair, replacement or enlargement of **Grantor's** existing entrance driveway and box culvert.

The terms and agreement set forth herein shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon, as the case may be, the parties and their respective successors and assigns.

It is agreed that wherever a party is named in this instrument there shall be intended and included, in each case, that party, his heirs, administrators, successors, and assigns.

IN WITNESS WHEREOF, the duly authorized representatives of the City of Mason and Basco Manufacturing Company have executed and delivered this Grant of Utility and Drainage Easement on behalf of their respective entities on the _____ day of _____, 2005.

**BASCO MANUFACTURING
COMPANY**

By: _____
George W. Rhode, Jr., President

ACKNOWLEDGE (CORPORATE)

State of Ohio }
 }
County of Warren }

SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by George W. Rohde, Jr., the President of **BASCO MANUFACTURING COMPANY, INC**, an Ohio corporation, on behalf of the corporation.

IN TESTIMONY THEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2005.

Notary Public
My Commission Expires: _____

CITY OF MASON

By: _____
 Scot F. Lahrmer
Title: City Manager

State of Ohio }
 }
County of Warren }

SS:

The foregoing instrument was signed and acknowledged before me, a Notary Public, this ____ day of _____, 2005, by Scot F. Lahrmer, City Manager of the **CITY OF MASON**, an Ohio municipal corporation, on behalf of the corporation.

Notary Public
My Commission Expires: _____

APPROVED AS TO FORM:

Law Director



engineers
planners
architects
surveyors

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EXHIBIT B
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County Warren
City of Mason
Western Row Road & Snider Road
Roadway Improvement Plans

LEGAL DESCRIPTION

PARCEL NO. 18-UD

OWNER: Basco Manufacturing
TYPE OF INTEREST: Utility & Drainage Easement

Situated in Section 4, Town 3E, Range 2N, City of Mason, Warren County, State of Ohio, and being a 0.207 acre tract of land in part of the lands of Basco Manufacturing as recorded in Deed Book 1392, Page 281 of the Warren County Ohio Records and further described as follows:

Beginning at a point found by measuring from the Northeast corner of aforementioned Section 4 along the Westerly line of said section, South 05°23'43" West, 776.02 feet to a point in the Southerly line of the aforementioned lands of Basco Manufacturing; thence leaving said section line, along said Southerly line, North 89°04'31" West, 40.12 feet to a point in the Westerly right-of-way line of Snider Road and 38.95 feet left of centerline station 92+77.80 of the Construction and Survey Centerline of Western Row Road and the true point of beginning;

- thence from the point of beginning thus found, continuing along said Southerly line, North 89°04'31" West, 57.82 feet;
- thence leaving said Southerly line, North 05°23'43" East, 26.69 feet;
- thence North 52°09'34" East, 31.09 feet;
- thence North 05°23'43" East, 188.66 feet;
- thence South 84°36'17" East, 35.00 feet to a point in the aforementioned Westerly right-of-way line of Snider Road;
- thence along said Westerly right-of-way line, South 05°23'43" West, 232.14 feet to the point of beginning containing 8,998.32 square feet or 0.207 acres of land.

Owner claims title by instrument of record in Deed Book 1392, Page 281 recorded in the Warren County Ohio Records. Auditors Parcel No. 15-04-285-004

The above description is based upon a survey of the Construction and Survey Centerline of Western Row Road and Snider Road by Bayer-Becker, under the direction of Todd K. Turner, Registered Surveyor #7684 in the State of Ohio.



engineers
planners
architects
surveyors

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EXHIBIT B
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County Warren
City of Mason
Western Row Road & Snider Road
Roadway Improvement Plans

LEGAL DESCRIPTION

PARCEL NO. 26-UD

OWNER: Basco Manufacturing
TYPE OF INTEREST: Utility & Drainage Easement

Situated in Section 4, Town 3E, Range 2N, City of Mason, Warren County, State of Ohio, and being a 0.304 acre tract of land in part of the lands of Basco Manufacturing as recorded in Deed Book 675, Page 494 of the Warren County Ohio Records and further described as follows:

Beginning at a point found by measuring from the Northeast corner of aforementioned Section 4 along the Westerly line of said section, South 05°23'43" West, 776.02 feet to a point in the Northerly line of the aforementioned lands of Basco Manufacturing; thence leaving said section line, along said Northerly line, North 89°04'31" West, 40.12 feet to a point in the Westerly right-of-way line of Snider Road and 38.95 feet left of centerline station 92+77.80 of the Construction and Survey Centerline of Western Row Road and the true point of beginning;

- thence from the point of beginning thus found, leaving said Northerly line, along said Westerly right-of-way line, South 05°23'43" West, 346.81 feet;
- thence leaving said Westerly right-of-way line, North 84°36'17" West, 35.00 feet;
- thence North 05°23'43" East, 240.69 feet;
- thence North 07°10'09" West, 104.11 feet to a point in the aforementioned Northerly line of the lands of Basco Manufacturing;
- thence South 89°04'31" East, 57.82 feet to the point of beginning containing 13,261.26 square feet or 0.304 acres of land.

Owner claims title by instrument of record in Deed Book 675, Page 494 recorded in the Warren County Ohio Records. Auditors Parcel No. 15-04-285-002

The above description is based upon a survey of the Construction and Survey Centerline of Western Row Road and Snider Road by Bayer-Becker, under the direction of Todd K. Turner, Registered Surveyor #7684 in the State of Ohio.