

ORDINANCE NO. 2006-151

AUTHORIZING THE CITY MANAGER TO EXECUTE AN ACQUISITION AGREEMENT AND TO ACCEPT AN EASEMENT FOR THE MUDDY CREEK RESTORATION AND SANITARY SEWER IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY (RICHARDSON)

WHEREAS, the City of Mason has undertaken the Muddy Creek Restoration and Sanitary Sewer Improvement Project; and

WHEREAS, it is necessary to acquire certain easements from property owners in order to complete the project; and

WHEREAS, the City has reached an agreement with Katherine M. Richardson and William A. Richardson regarding the acquisition of an easement for sanitary sewer and storm sewer on their property.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, five members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to execute the Acquisition Agreement attached hereto as Exhibit A and incorporated herein by reference.


Section 2. That the Finance Director is hereby authorized to make any payment to Katherine M. Richardson and William A. Richardson consistent with the terms of the Acquisition Agreement.

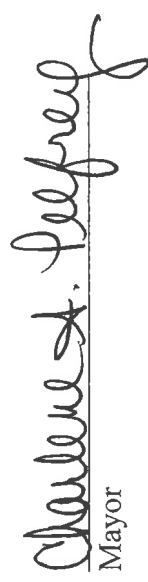
Section 3. That the City of Mason hereby accepts the easement for sanitary sewer and storm sewer attached as an exhibit to the Acquisition Agreement incorporated herein by reference.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The need for said emergency is the necessity to begin the Muddy Creek Restoration Project as soon as possible.

Passed this 13th day of November, 2006.

Attest:


Clerk of Council


Mayor

**ACQUISITION AGREEMENT FOR
MUDDY CREEK RESTORATION AND SANITARY SEWER
IMPROVEMENT PROJECT**

This Agreement is entered into this 23 day of October, 2006, by and between the City of Mason, Ohio, hereafter "City", 6000 Mason Montgomery Road, Mason, Ohio 45040 (hereinafter "City") and Katherine M. Richardson and William A. Richardson, hereafter, "Owner" 128 S. East Street, Mason, Ohio 45069 (hereinafter "Owner").

In consideration of the mutual promises herein contained, City and Owner agree as follows:

1. City is in the process of acquiring easements for the Muddy Creek Restoration and Sanitary Sewer Improvement project. Owner owns property fronting along Mason Montgomery Road, and the easement that the Owner will convey to the City for said property is attached as Exhibit "A", incorporated herein by reference. As part of this project, City needs to acquire both temporary and permanent easements from Owner for purposes of the project.
2. Owner agrees to convey to City for this project the following: a variable width permanent easement along the west property line and temporary easement from the Muddy Creek drainage channel to the north property line, as identified on Exhibit "A" which Owner acknowledges having reviewed. In exchange for this conveyance, and the consideration set forth below in 5 b., City agrees to pay to Owner, \$1.00 for rights-of-way and easements.
3. Upon execution of this agreement owner hereby grants City right of entry to perform work as contemplated by the documents herein.
4. Owner agrees that it shall convey good and marketable title to the property conveyed to City. A legal description and survey drawing shall be attached to the Easement and used to convey the permanent easement and temporary easement to City and shall be in a form acceptable to the Law Director for the City.
5. City further agrees as follows:
 - a. Upon completion of the construction of the Easement for Sanitary Sewer and Storm Sewer, City shall pass an ordinance to vacate the existing Easement for Sewer Line, as recorded in Deed Book 334 Pages 102 of the Warren County Recorder's Office. City and Owner shall execute and City shall record a Termination of Easement, attached hereto as Exhibit "D", for the currently existing easement. City shall return the area encumbered by the easement to Owner, without further encumbrance or recorded easement over the original easement area. The easement to be vacated for said property is attached as Exhibit "B", incorporated herein by reference.
 - b. City, at its sole expense, will ensure that the contractor shall regrade the area along the west property line to ensure proper drainage from the north property line to the south into the Muddy Creek, as shown on Exhibit "C".
 - c. The City will work with the contractor on site to relocate and regrade, as directed by the property owner, the area marked as "dump area", as shown on Exhibit "C". Any material that is left on site shall be placed in areas as directed by the property owner.
 - d. The City of Mason will ensure that the contractor notify the affected property owner at least 48 hours prior to starting any work.
 - e. Said work shall be done at no cost to the owner and the temporary easements shall expire upon completion of the project.

WITNESSES:

Lisa Richardson

Lisa Richardson

1 Dion C Connor

Dion C Connor

OWNER(S):

Katherine M. Richardson

OWNER

Katherine M. Richardson

William A. Richardson

OWNER

William A. Richardson

Jan Bernard

CITY OF MASON, OHIO:

By: Eric Hansen

Eric Hansen, Acting City Manager