



EASEMENT FOR SANITARY SEWER AND STORM SEWER

KNOW ALL MEN BY THESE PRESENTS:

THAT **Katherine M. Richardson**, unmarried and **William A. Richardson**, married, the GRANTOR(S), the Fee Simple owners of the real estate (the Property), located on Mason-Montgomery Road, Mason, Ohio 45040 within the City of Mason, Ohio, identified as Part Lot #274, 1.4326 acres on East Street S in Mason, Warren County, Ohio, for and in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do 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 perpetual easement for the construction, operation, maintenance, repair and/or replacement of a sanitary sewer and storm sewer on, above, under and through that portion of the aforementioned Property marked as 1636429012 and as described in Exhibit A (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 shall be borne solely by the Grantee.

Grantors shall not construct any improvement 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. Grantor shall be permitted to construct and maintain pavement for parking in the Easement Area in accordance with zoning 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.

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.

[Handwritten scribbles]

William A. Richardson

IN WITNESS WHEREOF, Katherine M. Richardson, William A. Richardson, and Lisa A. Richardson, have hereunto set their hand(s) this 23 day of October 2006.

Katherine M. Richardson
Katherine M. Richardson

William A. Richardson
William A. Richardson

Lisa A. Richardson
Lisa A. Richardson

STATE OF OHIO)
)SS:
COUNTY OF Warren)

This document was acknowledged before me this 23 day of October, 2006 by Katherine M. Richardson, unmarried, William A. Richardson and Lisa A. Richardson, husband and wife.

Dion C. Connor
Notary Public

My commission expires: May 31-2009

APPROVED AS TO FORM AND EXECUTION:

DION CLAYTON CONNOR
Notary Public, State of Ohio
My Commission Expires May 31, 2009

Prepared by: Wood & Lamping, LLP



September 6, 2006

**DESCRIPTION OF A STORM SEWER AND
SANITARY SEWER EASEMENT
SOUTH OF MAIN STREET
EAST OF EAST STREET
WEST OF MASON-MONTGOMERY ROAD
MASON, OHIO**

Situated in the State of Ohio, County of Warren, City of Mason, Section 36, Town 4 East, Range 2 North, being a strip of land located in a 1.4326 acre tract of land, said 1.4326 acre tract being a part of Lot 274 as shown and delineated on the Revised Plat of the Village of Mason, of record in Plat Book 1, Page 220, as described in a deed to Katherine M. and William A. Richardson, of record in Official Record Book 1392, Page 39, all references herein being to the records located in the Recorder's Office, Warren County, Ohio, and being more particularly described as follows:

BEGINNING at the northwesterly corner of said 1.4326 acre tract and Lot 274;

Thence **South 84° 10' 24" East**, along the northerly line of said 1.4326 acre tract and Lot 274, a distance of **40.01 feet** to a point;

Thence through said 1.4326 acre tract and Lot 274 the following courses;

1. **South 07° 09' 08" West**, a distance of **266.62 feet** to a point;
2. **South 25° 07' 27" East**, a distance of **97.64 feet** to a point on the southerly line of said 1.4326 acre tract;

Thence **North 84° 10' 50" West**, along the southerly line of said 1.4326 acre tract and continuing through said Lot 274, a distance of **85.89 feet** to a point at the southwest corner of said 1.4326 acre tract, also being a point in a westerly line of said Lot 274;

Thence **North 05° 21' 33" East**, along the westerly lines of said 1.4326 acre tract and Lot 274, a distance of **1.69 feet** to a point;

Thence **North 03° 35' 08" East**, continuing along the westerly line of said 1.4326 acre tract and through said Lot 274, a distance of **100.05 feet** to a point at a westerly corner to said 1.4326 acre tract and Lot 274;

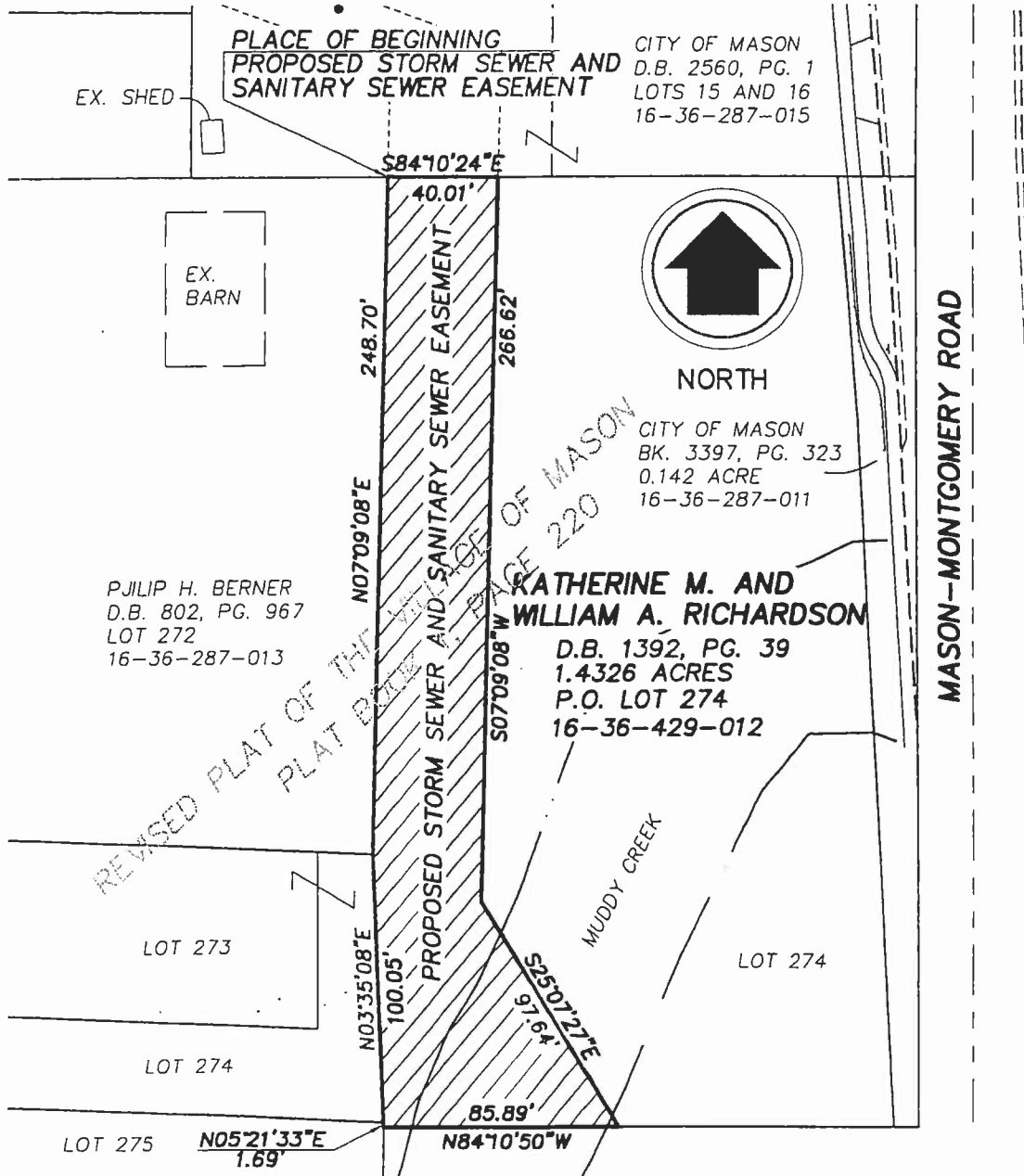
Thence **North 07° 09' 08" East**, along the westerly lines of said 1.4326 acre tract and Lot 274, a distance of **248.70 feet** to the **TRUE PLACE OF BEGINNING** and containing 0.365 acre.

Bearings herein are based on Warren County GPS Monuments "Mason 504" and "Mason 507 A", NAD 83, Ohio State Plane Coordinate System, South Zone.

This Description was prepared by M-E Companies, Civil Group, Cincinnati, Ohio.

STORM SEWER AND SANITARY SEWER EASEMENT EXHIBIT

LOCATED IN PART OF LOT 274
REVISED PLAT OF THE VILLAGE OF
MASON PLAT BOOK 1, PAGE 220
WARREN COUNTY, OHIO



SCALE: 1"=50'

DATE 04/11/05 02-421
REVISED DATES JOB NUMBERS
09/06/06

SURVD	DRAW	CHECKED
JD	BA	RW

BY _____
REGISTERED SURVEYOR No. _____

BOOK 334 PAGE 102

EASEMENT FOR SEWER LINE

Know All Men By These Presents

EXHIBIT B
Blumberg No. 5118

THAT William Specht and Hester Specht

ONE HUNDRED TWENTY AND 00/100 (\$120.00)
in consideration of ~~one hundred and twenty dollars (\$120.00)~~ and other good and valuable considerations to them in hand paid by the Village of Mason, Warren County, Ohio, the receipt whereof is hereby acknowledged do hereby for themselves and their heirs, administrators, and assigns grant and convey to the Village of Mason, Warren County, Ohio, its successors and assigns the right to construct, repair, maintain, operate and inspect a sewer line, under the conditions herein set forth across property of grantors, located in the Village of Mason, Warren County, Ohio and described as follows:

Being a part of Lot No. 274, as per the Flat of the Village of Mason, Ohio, recorded in Warren County, Ohio; Flat Record #1, page 220, acquired by William Specht and Hester Specht from Richard T. Cunningham and Mary Cunningham by deed dated April 10, 1951 (D. B. 202, page 111).

PART #1: Said sewer line to be constructed approximately along a centerline described as follows:

Beginning at a point in the East line of Lot No. 274, said beginning point bears Northerly 230.4 feet from the Southeast corner of Lot No. 274.

From said point of beginning, running thence, S. 88° 13' W. 94.6 feet to a point hereinafter designated as point "A"; thence, S. 37° 33' W. 195 feet, more or less, to a point in the North line of Lot No. 275, Village of Mason, said point being West 9 feet, more or less, from the Northeast corner of Lot No. 275.

Total length of permanent easement is 290 feet, more or less. Width of permanent easement is 10 feet each side of said sewer centerline, the total width thereof being 20 feet.

There is also granted to the Village of Mason, Ohio, a temporary easement over a 40 foot wide strip bounded on the South and East by the North and West lines of the above described 20 foot wide permanent easement and on the North and West by a line parallel to and 50 feet North and West of (measured perpendicularly to) the above described sewer centerline, for the purpose of a working area until the project is completed.

PART #2: Said sewer line to be constructed approximately along a centerline described as follows:

Beginning at point "A" as designated above in PART #1 and running thence, N. 7° 18' W. 192 feet, more or less, to a point in the North line of Lot No. 274 and the South line of Lot No. 15 of the recorded Flat of the Village of Mason, Ohio, said point bears Easterly 3 feet, more or less, from the Southwest corner of the aforesaid Lot No. 15.

The total length of the permanent easement in PART #2 is 192 feet, more or less. The width of the permanent easement in PART #2 is 5 feet each side of said sewer centerline, the total width thereof being 10 feet.

There is also granted to the Village of Mason, Ohio, a temporary easement over a 40 foot wide strip bounded on the West by the 10 foot wide permanent easement described in PART #2 and on the East by a line parallel to and 45 feet East of (measured perpendicularly to) the sewer centerline in PART #2 for the purpose of a working area until the project is completed.

As part of the consideration for this easement, the Village of Mason agrees, at the cost of the Village, to place a "T" connection in the lateral sewer line in North East Street or in the main trunk at the rear of grantees' property at the option of grantees, and without charge to grantees for connecting thereto.

Post-It® Fax Note	7671	Date	8/16/06	# of pages	2
To	Rocina Neihaus	From	K. Dorman		
Co./Dept.	W & L	Co.	City of Mason		
Phone #	852-6062	Phone #	229-8520		
Fax #	852-6088	Fax #	229-8521		

TO HAVE AND TO HOLD said easement and right unto the grantees, its successors and assigns forever.

The considerations mentioned herein include total compensation for all damage caused by said construction, repair, maintenance, operation and inspection within the above described permanent and temporary easements, provided the Village of Mason, its successors and assigns, shall restore all property, except buildings or other structures located within the permanent easement, to its original condition insofar as practicable, after entering for any of the aforesaid purposes.

IN WITNESS WHEREOF the grantors ha vhereunto set their hands on the day and year hereinafter set forth.

Witnesses:

Betty J. Jungbluth
John S. Zoppf

William Specht
William Specht

Hester Specht
Hester Specht

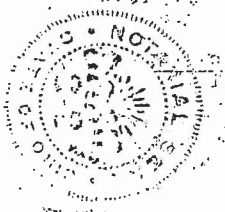
STATE OF OHIO, WARREN COUNTY, SS:

On this 2nd day of January, 1963, before me, a Notary Public in and for said County, personally came

William Specht and Hester Specht

the grantor, and acknowledged the signing of the foregoing easement to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my Notarial seal on the day and year last aforesaid.



John S. Zoppf
Notary Public
JOHN S. ZOPPF
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Jan. 24, 1963

200 *John Zoppf*

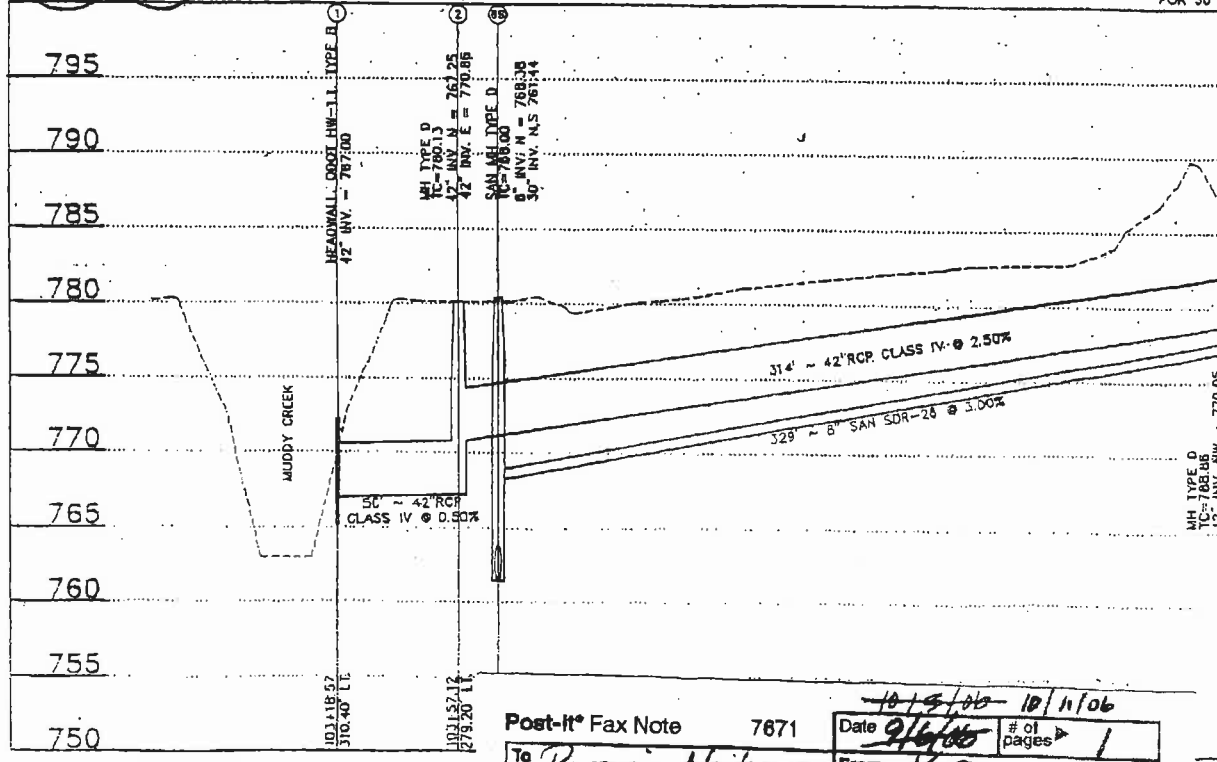
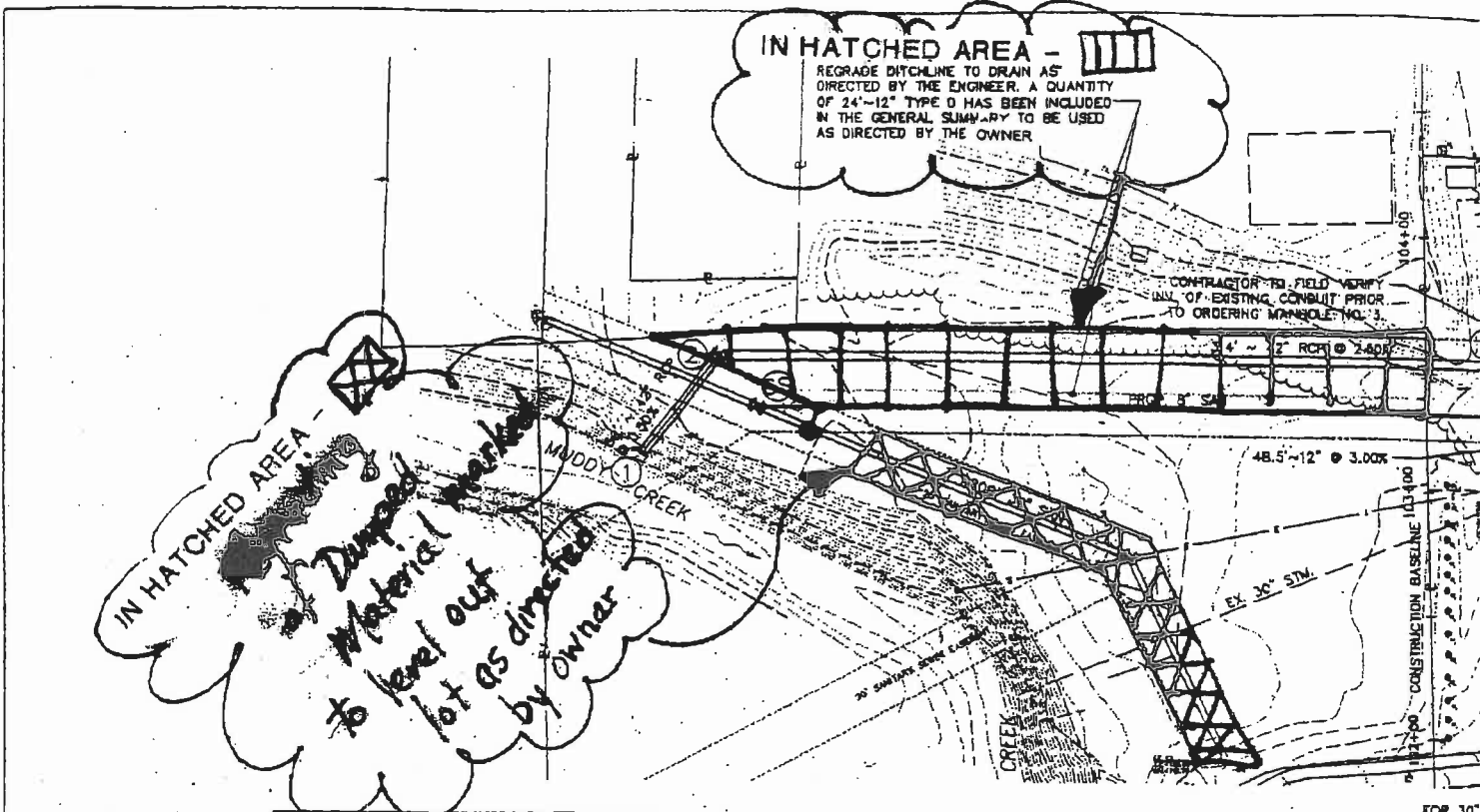
RECEIVED Jan 29 1963
TIME 5:00 P M
RECORDED
INDEXED
PEARL GRIFFIN
Warren County Recorder, Lebanon, O.

BOOK 334 PAGE 103

TRANSFER NOT NECESSARY
ADDITION WARREN COUNTY, OHIO

EASEMENT FOR SEWER LINE
Wray E. Johnson
and
Marcella Johnson
TO
The Village of Mason
Warren County, Ohio

15789



Post-It* Fax Note 7671

Date 9/6/05 # of pages 1

To Roccina Neikhaus From K Dorman

Co./Dept. W & L Co. City of Mason

Phone # 852-6062 Phone # 229-8520

Fax # 852-6087 Fax # 229-8521

10/19/05 10/11/06

Auditor's parcel no. 1636429012



TERMINATION OF EASEMENT

This Termination of Easement is made this _____ day of _____, 2006, by and between **Katherine M. Richardson, unmarried and William A. Richardson, married** (hereafter "Richardson"), and **the City of Mason, Ohio**, an Ohio municipal corporation, (hereafter "Mason").

WHEREAS, Richardson is the owner of Auditor's parcel no. 1636429010, now known as parcel no. 1636429012, located in Mason, Warren County, Ohio 45040, being more further described in Exhibit "A" attached hereto; and

WHEREAS, Mason is the grantee of an Easement for Sewer Line across old Auditor's parcel no. 1636429010, being more further described as Exhibit "B" attached hereto, which is recorded in Deed Record Book 334, page 102 of the Warren County, Ohio records; and

WHEREAS, Richardson is desirous of granting and Mason is desirous of obtaining a new easement for utility and drainage across the Richardson's property;

WHEREAS, Richardson and Mason are desirous of terminating the entire easement for sewer line which includes Part #1 of the existing twenty (20) feet wide sewer line easement and Part #2 of the existing ten (10) feet wide sewer line easement that currently exists encumbering the property and is recorded in Deed Record Book 334, page 102 of the Warren County, Ohio Records, by recording the Easement for Sanitary Sewer and Storm Sewer attached hereto as Exhibit "C";

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Mason to Richardson, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Easement for Sewer Line originally granted and currently memorialized in Deed Record Book 334, page 102, and being more fully described in Exhibit "B" attached hereto, is hereby terminated and cancelled by Mason and Richardson.

2. The Richardson property originally encumbered by the Easement for Sewer Line shall be vacated by Mason and returned to Richardson.

EXECUTED by the City of Mason, Ohio, by Eric Hansen, Acting City Manager, who has set his name to this Termination of Easement on this ____ day of _____, 2006.

City of Mason, Ohio

Eric Hansen, Acting City Manager

STATE OF OHIO)
)SS:
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2006, before me, the subscriber, a Notary Public in and for said County and state, personally Eric Hansen, Acting City Manager of the City of Mason, Ohio, an Ohio municipal corporation, who came and acknowledged the signing of the foregoing instrument, and that the same is his voluntary act and deed and the voluntary act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

Notary Public
My commission expires: _____

Katherine M. Richardson

Katherine M. Richardson

William A. Richardson

William A. Richardson

Lisa A. Richardson

Lisa A. Richardson

STATE OF OHIO

)

)SS:

COUNTY OF WARREN)

This document was acknowledged before me this 23 day of October, 2006 by Katherine M. Richardson, unmarried, William A. Richardson and Lisa A. Richardson, husband and wife.

Dion Clayton Connor
Notary Public

My commission expires: MAY 31 - 2009

DION CLAYTON CONNOR

Notary Public, State of Ohio

My Commission Expires May 31, 2009

This Instrument Prepared By: Wood & Lamping LLP, 600 Vine Street, Suite 2500, Cincinnati, Ohio 45202.

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