

**AUTHORIZING THE CITY MANAGER TO ANNUALLY EXECUTE A
CONSENT TO USE ROADWAY AGREEMENT FOR A TEMPORARY
EASEMENT ACROSS THE GOLF COURSE PROPERTY**

WHEREAS, Tennis for Charity, Inc. has a limited right to use a roadway running through the golf course property owned by the City for use related to a tennis tournament; and

WHEREAS, the City has agreed that it would be in its best interest to extend the terms of the use of such roadway to Reach Event Marketing, LLC, for use related to the annual AVP Volleyball Tournament; and

WHEREAS, the City and Reach Event Marketing, LLC mutually desire to memorialize their respective agreements and understandings regarding the proposed annual roadway use.


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


Section 1. That the City Manager is hereby authorized to annually execute a Consent to Use Roadway Agreement in substantial conformance to that attached hereto as Exhibit "A" and incorporated herein by reference, subject to any modifications made with the approval of the Law Director, so long as the terms of the Agreement remain substantially unchanged each year, as determined by the Law Director.

Section 2. 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 reason for said declaration of emergency is the need to execute the agreement prior to the scheduled date of the tournament.

Passed this 13th day of August, 2007.

Attest:


Clerk of Council


Mayor

CONSENT TO USE ROADWAY AGREEMENT

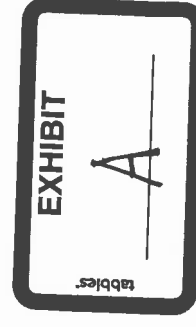
This Consent to Use Roadway Agreement ("Agreement") is entered into as of the _____ day of _____, 2007 by and between Reach Event Marketing, LLC ("Reach"), an Ohio limited liability company, and The City Of Mason, Ohio, a political subdivision existing under the laws of the State of Ohio ("Mason").

WHEREAS, Tennis For Charity, Inc. ("TFC") has a limited right to use a roadway running through real property owned by Mason pursuant to the terms and conditions of an Easement Agreement, as amended and restated involving Mason and other adjoining landowners dated February 22, 2007 and filed on February 28, 2007 with Warren County Recorder (the "Easement Agreement");

WHEREAS, Mason has agreed to recognize and permit the assignment of rights to Reach as set forth herein pursuant to the terms of this Agreement.

NOW, THEREFORE, Mason and Reach agree as follows:

1. Use of Roadway. Mason acknowledges that Reach will utilize the roadway which is the subject of the Easement Agreement for the four (4) day period beginning August 30, 2007 and ending September 2, 2007. Reach agrees to comply with all provisions in the Easement Agreement which TFC is required to comply with and to assume all obligations of TFC under the Easement Agreement for the period of such use. Nothing contained herein shall release TFC from any liability it would otherwise have pursuant to the Easement Agreement. For purposes of measuring use under the Easement Agreement, the use by Reach hereunder shall not count against the annual number of days TFC has the right to utilize the roadway pursuant to the Easement Agreement. Use of the road is limited from 7:00 a.m. – 12:00 a.m. (midnight) daily, during this period. Reach will assign its own personnel to ensure all three (3) access gates are opened, closed and locked each day. Any additional expenses incurred by Mason for use of the roadway by Reach prior to, during or after the said event will be reimbursed to Mason. This may include but is not limited to traffic control personnel, traffic control equipment, damage to Mason property and any associated reasonable legal fees (including review of this agreement for Mason).
2. Roadway Restriction. The roadway is for vehicular traffic and was not engineered, nor built, to withstand truck traffic. Only vehicles with a gross vehicle weight under 15,000 pounds are permitted on the roadway.
3. Signage. Signs, either related or non-related to the event, (other than needed for traffic control) cannot be placed on Mason property at any time.
4. Insurance. Reach agrees to carry a policy of general liability insurance in the aggregate coverage amount of Two Million Dollars (\$2,000,000) with an individual occurrence amount of at least One Million Dollars (\$1,000,000) and to carry excess umbrella liability coverage of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate. Reach shall furnish a certificate evidencing this insurance to Mason and shall name Mason as an additional insured under this policy. This certificate of



insurance shall require at least ten (10) days advance written notice to Mason before the policy may be cancelled.

5. Indemnification. Reach hereby agrees to release, hold Mason harmless, to defend, and to indemnify Mason from and against any and all claims, demands, actions, penalties, liabilities or damages, which any of the indemnified parties, their heirs, successors and assigns, may incur, arising out of, relating to or in connection with the utilization of the roadway referred to herein by guests, patrons, participants, employees, customers and agents of Reach or the AVP Beach Volleyball Event taking place on neighboring property, or others, incurred during the period of use as set forth herein.

6. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions of this Agreement, that are not themselves invalid, illegal or unenforceable, shall not in any way be affected or impaired thereby.

7. Miscellaneous. No supplement, modification or amendment of this Agreement shall be binding or effective without the prior written consent of Mason. This Agreement shall be governed by and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date set forth above.

REACH EVENT MARKETING LLC

By: _____
Name: Robert J. Slattery
Title: Managing Member

THE CITY OF MASON, OHIO

By: _____
Name: Eric Hansen
Title: City Manager

Acknowledged and agreed to this ____ day of _____, 2007.

TENNIS FOR CHARITY, INC.

By: _____
Name: Ken Berry
Title: President

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