

ORDINANCE NO. 2008 - 107

**ACCEPTING STANDARD SANITARY SEWER EASEMENTS FOR
BETHANY ROAD IMPROVEMENT PROJECT (ROBERT LUCKE
HOMES, INC.) AND DECLARING AN EMERGENCY**

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

Section 1. That the standard sanitary sewer easement located along the south side of Bethany Road, between the lift station and Heartwood Lane, situated on property owned by Robert Lucke Homes, Inc., and which easement is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference is hereby accepted.

Section 2. That the City Manager is hereby authorized to execute any and all documents necessary to complete the dedication.

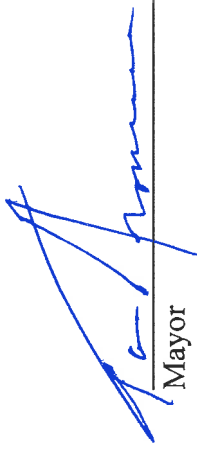
Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon passage. The reason for said declaration of emergency is so that Robert Lucke Homes, Inc. can immediately begin work on the sanitary sewer construction.

Passed this 13th day of October, 2008

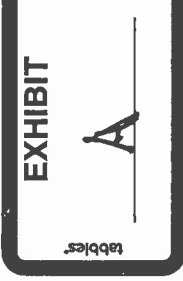
Attest:



Clerk of Council



Mayor



Parcel no. 12312000130 and 12312000150

DEED OF EASEMENT FOR SANITARY SEWER

KNOW ALL MEN BY THESE PRESENTS:

THAT **ROBERT LUCKE HOMES, INC.**, the GRANTOR(S), the Fee Simple owners of the real estate (the Property), located on 5471 and 5481 Bethany Road, Mason, Ohio 45040 within the City of Mason, Ohio, 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 on, above, under and through that portion of the aforementioned Property marked as Parcel Nos. 12312000130 and 12312000150 and as described in Exhibit A (the Easement Area), attached hereto and made a part hereof.

All costs and expenses associated with the Grantor's construction, operation, maintenance, repair, replacement and restoration activities within the Easement Area described on Exhibit A shall be borne by the Grantee.

Grantor 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.

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.

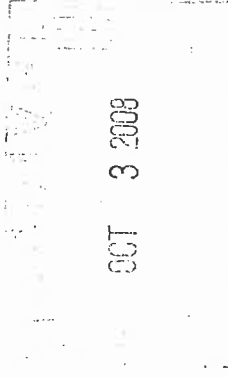
It is agreed that wherever a party is named in this instrument there shall be intended and included, in each case, that party, its successors, and assigns.

Executed by **Robert Lucke** as President of Robert Lucke Homes, Inc., who has hereunto set his hand, this 3rd day of October, 2008.

Robert Lucke Homes, Inc.

By: [Signature] PRESIDENT

STATE OF OHIO)
) SS:
 COUNTY OF Warren)



Post-It#	Fax Note	7671	Date	10/3/08	# of pages	2
To	Bob Lucke		From	RICHARD FAIR		
Co./Dept.			Co.	CITY OF MASON		
Phone #			Phone #	229-8520		
Fax #	683-3315		Fax #	229-8521		

BE IT REMEMBERED that on this 3rd day of October, 2008, before me, the subscriber, a Notary Public in and for said County and State, personally came Robert Lucke as President of Robert Lucke Homes, Inc., who executed the foregoing instrument, who acknowledged that he did sign said instrument as duly authorized by the corporation and that said instrument was signed as his free act and deed on behalf of said corporation.

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



ELIZABETH J. BAILEY, Notary Public

In and for the State of Ohio

My Commission Expires

July 19, 2011

Elizabeth J. Bailey
Notary Public
My commission expires: 7/19/11

CITY OF MASON, OHIO

ACCEPTED BY:

Eric Hansen
Eric Hansen, City Manager

STATE OF OHIO)
COUNTY OF WARREN) SS:

BE IT REMEMBERED that on this 15th day of October, 2008, before me, the subscriber, a Notary Public in and for said County and State, personally came Eric Hansen, City Manager of the City of Mason, Ohio, who executed the foregoing instrument on behalf of said municipal corporation, who acknowledged that he did sign said instrument and that said instrument was signed as his free act and deed and as duly authorized.

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



KENDRA L. TAYLOR
Notary Public, State of Ohio
WARREN COUNTY
My Comm. Expires June 30, 2010

Kendra L. Taylor
Notary Public
My commission expires: June 30, 2010

APPROVED AS TO FORM AND EXECUTION:

A. J. Hocking
Law Director
Prepared by: Wood & Lamping, LLP

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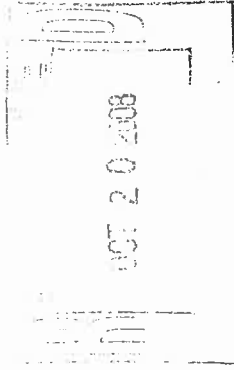


Exhibit "A"

Situated in Deerfield Township, City of Mason, Warren County, Ohio and being part of the northeast quarter of Section 31, Town 4, Range 3, M.R.S. and being described as follows:

Being a strip 15 feet wide by approximately 428 feet long along the front property lines of Grantor's 5.001 and 5.002 acre parcels and parallel to the existing southerly right of way line of Bethany Road, as conveyed to Grantor by deeds recorded in Official Record Book 4482, page 982 and 4482, page 985 of the records of the Warren County, Ohio Recorder's office, consisting of approximately 0.147 acres, more or less.