

**ACQUISITION AGREEMENT FOR
SANITARY SEWER IMPROVEMENTS**

This Agreement is entered into this ____ day of _____, 2008, by and between the City of Mason, Ohio, 6000 Mason Montgomery Road, Mason, Ohio 45040 (hereinafter "City") and Green Valley Apartments, LLC, an Ohio limited liability company and JRM Ventures, LLC, an Ohio limited liability company, (collectively, the "Owner") who owns the property located at 4800 Route 42, Mason, Ohio 45040, identified as Warren County, Ohio Auditor's Parcel No. 16301270170.

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

1. The City is in the process of acquiring permanent and temporary easements for a Sanitary Sewer Improvement Project. Owner owns property fronting along US Route 42, and the temporary right of entry and construction easement for said property is attached as Exhibit "I", incorporated herein by reference and shall be executed contemporaneously with this acquisition agreement. As part of this project, the City needs to acquire temporary and permanent easements from Owner for purposes of the project.

2. Owner shall convey to City for this project the following: a variable width temporary easement, as identified on Exhibit "II" which Owner acknowledges having reviewed. In exchange for this conveyance, City and owner agree to the following conditions for the temporary construction easement:

- a. Upon execution of this agreement owner hereby grants City right of entry to perform work as contemplated by the documents herein.
- b. The City is also in the process of acquiring real property for the Proposed Muddy Creek Bike Path, Phase II. If the sale of said property does not close, the Owner agrees that it shall convey a permanent easement as depicted on Exhibit "III" over the adjusted alignment of the sanitary sewer to City. A Dedication plat shall be used to convey the sanitary sewer easement and shall be in a form acceptable to the Law Director for the City.
- c. City shall include the following provisions related to this property into the construction contract:
 - a. Said work shall be done at no cost to the Owner.
 - b. The City will work with the property owner to restore the property as close as possible to the original condition prior to construction.
 - c. The City will ensure that the contractor clean all access and haul routes through the Four Seasons Apartment Complex of dirt and debris at the end of each working day.
 - d. The City will ensure that the contractor 's work between Manholes No. 6 and No. 7, as shown on the plans, will be completed in a time period of no more than 30 days. This is to include placement and grading of final fill. Seeding and mulching will be completed in this area as soon as practicable following final grading.
 - e. The City will ensure that all construction traffic necessary to perform the work between Manholes No. 5 and 6, as shown on the plans, will access the project from US-42 through the permanent easement located at Manhole No. 5.

- f. The City will ensure that concrete pad for the trash bins located near Manhole No. 7 will be replaced exactly as found to Owner's satisfaction.
- g. The City will ensure that the material lay down area located between Manholes No. 6 and 7 at the parking lot to the east of the sewer alignment will be resurfaced with asphalt and that the parking lot to the west side of the sewer alignment, between MH6 and MH7, will be resurfaced with asphalt..
- h. The City will ensure that no more than one reach of sewer (manhole to manhole) between Manholes No. 5 and 8 shall be under construction at one time.
- i. The Contractor for the City shall utilize backfill material for the sewer pipe which shall be soil, free of organic and other deleterious material, placed and compacted to minimize post-construction settlement. Backfill material shall not contain rocks larger than 4 inches in any dimension . Backfill shall be placed in 6-inch lifts and compacted using a hand operated tamper or remote operated roller compactor.
- j. The City will ensure that the contractor shall notify the affected property owner at least 48 hours prior to disturbing the property.
- k. The Contractor for the City shall maintain vehicular and pedestrian access to all buildings within the Owner's property (Four Seasons Apartment Complex) at all times. Notwithstanding the foregoing, access for vehicular traffic to parking areas to the east of the sewer alignment between Manholes No. 6 and 7 may be blocked during working hours while work is performed provided that access shall be provided during non- working hours.
- l. The City will ensure that the "Contractor Drop Off Area" as shown on Exhibit II on the west side of the sewer alignment will not be used for storage of materials or equipment and shall be clear and clean at the end of each work day.

3. The Contractor for the City shall maintain in full force and effect all appropriate worker's compensation, general liability insurance, property damage and other insurance for any work performed on or related to the property, right of ways, temporary or permanent easements (collectively, the "City's Easements"). The City shall be liable for any and all damage, cost and expense, including but not limited to reasonable attorneys' fees, for injury, death, loss or damage of whatever nature to any person, or property, or other claim in connection there with or otherwise related to this Agreement. The City will not permit any claim, lien or other encumbrance arising from its use of the City's Easements to accrue against or attach to the City's Easements or to the Owner's property.

OWNER:

GREEN VALLEY APARTMENTS, LLC
An Ohio limited liability company

JRM VENTURES, LLC
an Ohio limited liability company

By: _____
James W. McGrath, Manager

By: _____
Jeffrey R. McGrath, Manager

CITY OF MASON, OHIO:

By: _____
Eric Hansen, City Manager 352766.1



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Mason, Ohio 45040
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www.bayerbecker.com

September 16, 2008

DESCRIPTION:

5' Sanitary Sewer Easement
Green Valley Apt., LLC

LOCATION:

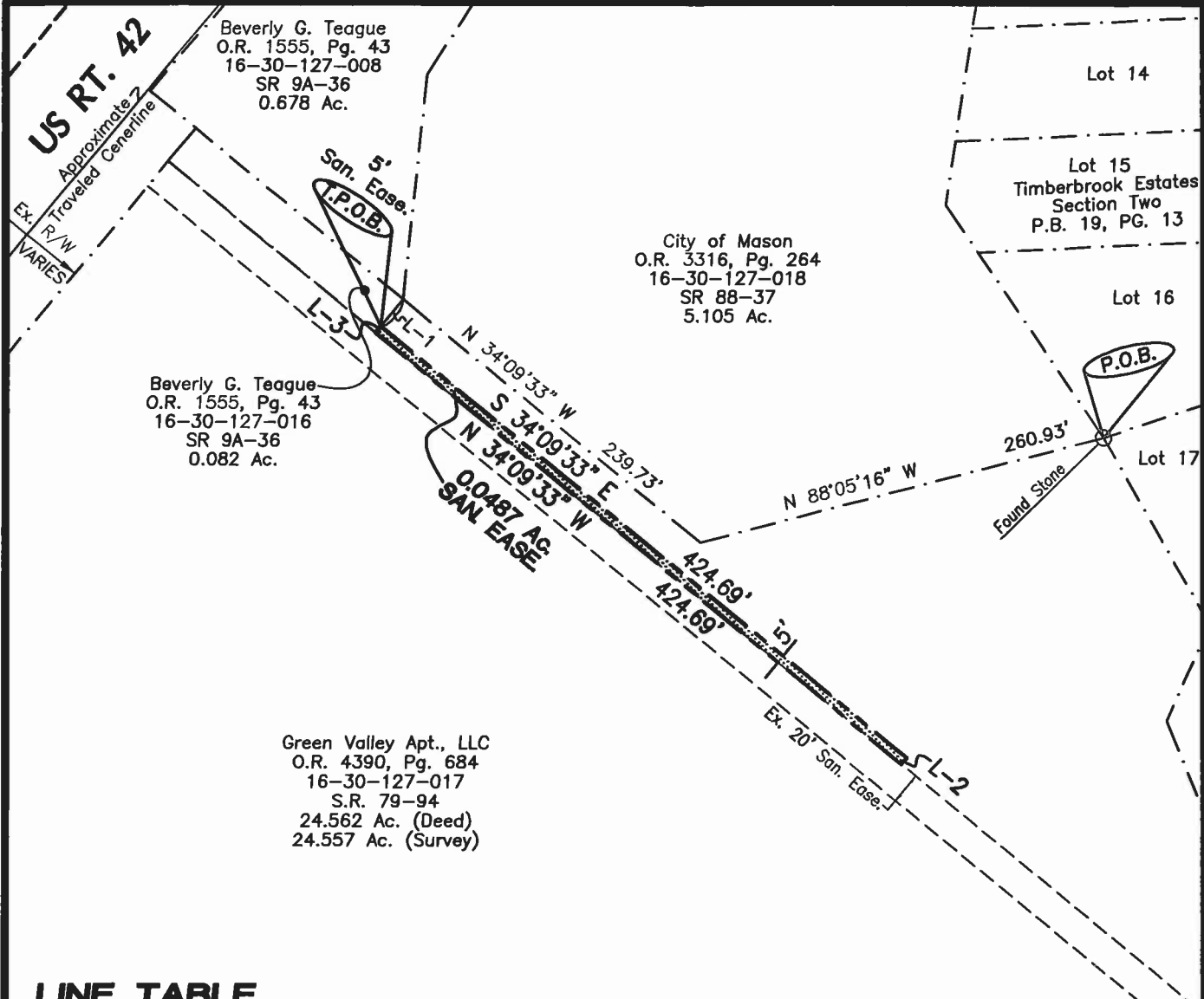
Deerfield Township,
City of Mason,
Warren County, Ohio

Situated in Section 30, Town 4, Range 2, Deerfield Township, City of Mason, Warren County, Ohio, and being a 5' Sanitary Sewer Easement over part of an original 24.562 acre parcel as conveyed to Green Valley Apt., LLC as recorded in Official Record 4390, Page 684 of the Warren County Recorder's Office and being further described as follows:

Begin at a point found by measuring from a found stone on the northwest corner of Lot 17 of Timberbrook Estates, Section Two, as recorded in Plat Book 19, Page 13, the southeast corner of a 5.105 acre parcel as conveyed to the City of Mason, as recorded in Official Record 3316, Page 264 thence, departing said Timberbrook Estates, with said City of Mason land the following two courses: North 88°05'16" West, 260.93 feet; thence, North 34°09'33" West, 239.73 feet to the southeast corner of a 0.082 acre parcel as conveyed to Beverly G. Teague as recorded in Official 1555, Page 43; thence, departing said City of Mason land with said Teague, South 55°50'27" West, 22.00 feet to the true point of beginning;

- thence from the true point of beginning thus found, departing said Teague South 34°09'33" East, 424.69 feet;
- thence South 55°50'27" West, 5.00 feet to an existing sanitary sewer easement;
- thence with said existing easement North 34°09'33" West, 424.69 feet to the southwest corner of a 0.082 acre parcel as conveyed to Beverly G. Teague as recorded in Official Record 1555, Page 43;
- thence departing said existing easement, with said Teague, North 55°50'27" East 5.00 feet to the true point of beginning containing 0.0487 acres.

The above description was prepared from an exhibit prepared by Bayer Becker, Jeffrey O. Lambert, Registered Surveyor #7568 in the State of Ohio, September 16, 2008.



LINE TABLE

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L-1 | S 55°50'27" W | 22.00' |
| L-2 | S 55°50'27" W | 5.00' |
| L-3 | N 55°50'27" E | 5.00' |

LEGEND

 - INDICATES 5' SANITARY SEWER EASEMENT



1 inch = 100 ft.

| | |
|-------------|------------------|
| Drawing: | 06M074-005 EX 01 |
| Scale | 1" = 50' |
| Drawn by: | S.R.R. |
| Checked By: | XXX |
| Issue Date: | 09-16-08 |

SANITARY SEWER EASEMENT
 SECTION 30, TOWN 4, RANGE 2
 DEERFIELD TOWNSHIP,
 CITY OF MASON
 WARREN COUNTY, OHIO
EXHIBIT



6900 Tylersville Road, Suite A
 Mason, OH 45040 - 513.336.6600