

## EASEMENT DEED FOR ROAD PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that **Jonathan S. Bartos and Melissa L. Bartos, husband and wife (Grantor)**, the Fee Simple owner of the real estate (the Property), marked and as illustrated upon Exhibit A (the Easement Area), attached hereto and made a part hereof, within the City of Mason, Ohio, identified in Official Record Book 1325, Page 956 of the Records of Warren County, Ohio, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, convey and release to the **City of Mason, Ohio** an Ohio municipal corporation, (**Grantee**), and to their agents, employees, successors and assigns forever, a **non-exclusive, permanent easement and right of way for public highway, and road purposes, including but not limited to utility construction, relocation and/or utility maintenance** deemed appropriate by the Grantee, on and through that portion of the aforementioned Property.

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**.

**Grantor** shall not construct any improvements 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 consideration mentioned herein includes total compensation for all damages caused by said construction, repair, maintenance, operation and inspection within the above described easement. **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.

**Grantor**, for themselves and for their successors and assigns, do/does hereby **COVENANT** with the said **Grantee**, its successors and assigns, that they are the true and lawful owner(s) of the said premises, have full power to convey said easement.

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.

-----This space left intentionally blank-----

IN WITNESS WHEREOF, Jonathan S. Bartos and Melissa L. Bartos have hereunto set their hands, the 2nd day of June, 2008.

Jonathan S. Bartos  
Jonathan S. Bartos

Melissa L. Bartos  
Melissa L. Bartos

STATE OF OHIO

Warren County ss:

Before me, a notary public in and for said County and State, personally appeared the above named Jonathan S. Bartos and Melissa L. Bartos, husband and wife, who acknowledged that they did sign the foregoing instrument and that same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 2nd day of June, 2008.



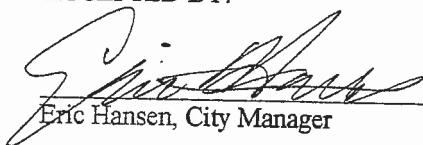
Shirley A. Oney  
Notary Public

**SHIRLEY A. ONEY**  
NOTARY PUBLIC, STATE OF OHIO  
My commission expires Sept. 11, 2012

-----This space left intentionally blank-----

CITY OF MASON, OHIO

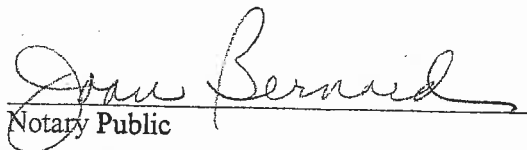
ACCEPTED BY:

  
Eric Hansen, City Manager

STATE OF OHIO )  
COUNTY OF WARREN ) SS:

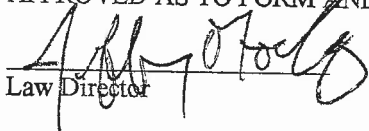
BE IT REMEMBERED that on this 20 day of JANUARY, 2008, before me, the subscriber, a Notary Public in and for said County and State, personally came Eric Hansen, City Manager of the City of Mason, Ohio, who executed the foregoing instrument on behalf of said municipal corporation, who acknowledged that 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.

  
Notary Public

**JOAN BERNARD**  
Notary Public, State of Ohio  
My Commission Expires May 7, 2010

APPROVED AS TO FORM AND EXECUTION:

  
Law Director

Prepared by: Wood & Lamping, LLP

**EXHIBIT A**

**HIGHWAY EASEMENT**

Situated in the City of Mason, Warren County, Ohio and being part of the northeast corner of Section 31, Town 3, Range 3, M.R.S. and being a permanent highway easement located through a 5.002 acre tract conveyed to Jonathon S. Bartos and Melissa L. Bartos, Husband and Wife by deed recorded in Deed Book 1325 page 956 of the Deed Records of Warren County, Ohio. Said highway easement being more particularly described as follows:

Commencing at a railroad spike at the intersection of the centerline of Mason-Montgomery Road and Bethany Road; thence with Bethany Road, North  $78^{\circ} 54' 30''$  West, a distance of 1266.86 feet to a R.R. spike; thence South  $6^{\circ} 36' 30''$  West a distance of 33.10 feet to an iron pin on the existing south right-of-way line of Bethany Road, said point being the **TRUE POINT OF BEGINNING** for this Highway Easement:

Thence continuing South  $6^{\circ} 36' 30''$  West with said Bartos east property a distance of 20.06 feet to a point:

Thence North  $78^{\circ} 54' 30''$  West a distance of 235.12 feet to a point on the west line of said Bartos property;

Thence, with said west line, North  $6^{\circ} 36' 30''$  East a distance of 20.06 feet to a point in the south right-of-way line of Bethany Road;

Thence, with said Bethany Road south line, South  $78^{\circ} 54' 30''$  East a distance of 235.12 feet with the existing south right-of-way line of Bethany Road; to the point of beginning:

Said highway easement contains 0.108 acres more or less.

Subject to all legal highways, easements and restrictions of record.

This description was prepared by LJB Inc. from a record survey. Bearings oriented to the north line of the Bartos tract (North  $78^{\circ} 54' 30''$  West).

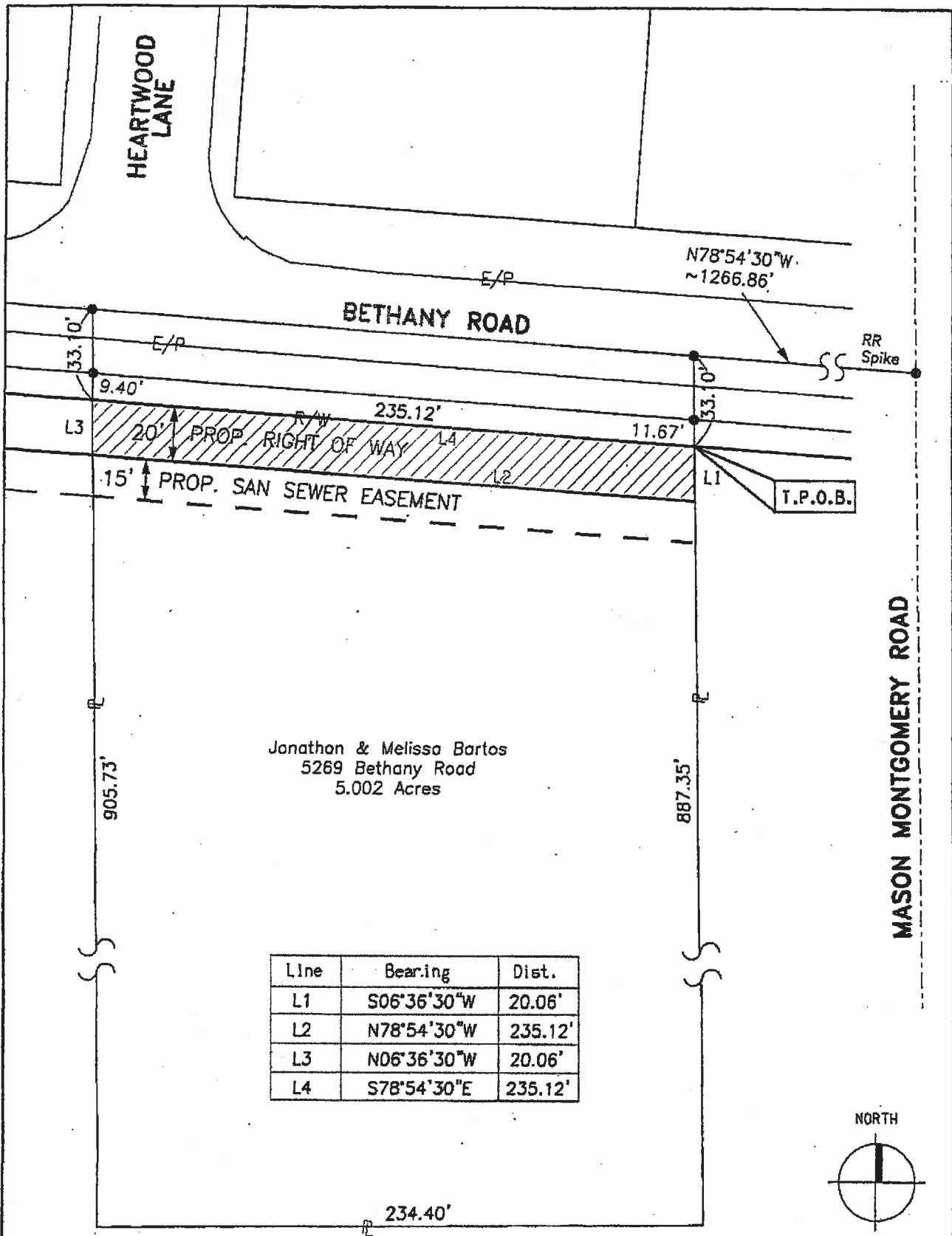



EXHIBIT B - HIGHWAY EASEMENT

© 2008 LJB Inc. All rights reserved. No part of this drawing may be used, reproduced, or modified in any manner without the prior written authorization of LJB Inc. Any such unauthorized use or reproduction of or modification to this drawing is done at the user's own risk and the user agrees to indemnify, defend and hold harmless LJB Inc. from and against any and all claims, liability, and expense, including but not limited to, reasonable attorney's fees, arising from such use, reproduction or modification.

Project:	5269 Bethany Road	Job No.:	0101024A.00	 LJB Inc. • 3100 Research Blvd. P.O. Box 20246 • Dayton, OH 45420-0246 (937) 259-5000 tel • (937) 259-5100 fax ljbinc.com			
Subject:	BETHANY ROAD SANITARY	Date:	April, 2008				
Dsgn By:	LJK	Drwn By:	JFM	Chkd By:	LJK	Scale:	1" = 50'

## EASEMENT DEED FOR SANITARY SEWER

### KNOW ALL MEN BY THESE PRESENTS:

THAT **Jonathan S. Bartos and Melissa L. Bartos, husband and wife**, the GRANTOR(S), the Fee Simple owners of the real estate (the Property), located on 5269 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. 12-31-200-017 and as described in Exhibit A (the Easement Area), attached hereto and made a part hereof, within the City of Mason, Ohio, identified in Official Record Book 1325, Page 956 of the Records of Warren County, Ohio.

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.

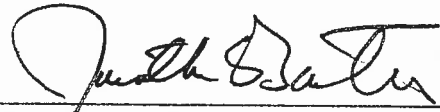
Grantee shall, as soon as practical after the completion of any construction, maintenance, repair or replacement activities, restore the surface of the Easement Area to the same condition or better as existed immediately prior to the commencement of such activities by Grantee or its agents, employees 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.

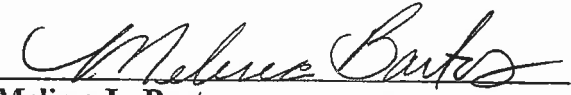
It is agreed that wherever a party is named in this instrument there shall be intended and included, in each case, that party, its successors, and assigns.

-----This space left intentionally blank-----

Executed by **Jonathan S. Bartos and Melissa L. Bartos**, who have hereunto set their hands, this 2 day of June, 2008.



**Jonathan S. Bartos**

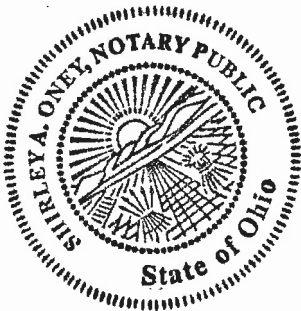


**Melissa L. Bartos**

STATE OF OHIO )  
 ) SS:  
COUNTY OF WARREN )

BE IT REMEMBERED that on this 2<sup>nd</sup> day of June, 2008, before me, the subscriber, a Notary Public in and for said County and State, personally came Jonathan S. Bartos and Melissa Bartos, husband and wife, who executed the foregoing instrument, who acknowledged that they did sign said instrument and that said instrument was signed as their free act and deed.

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



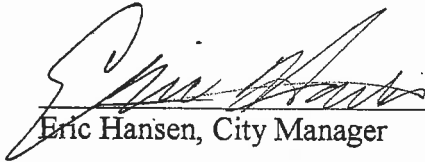
Notary Public

**SHIRLEY A. ONEY**  
NOTARY PUBLIC, STATE OF OHIO  
My commission expires Sept. 11, 2012

-----This space left intentionally blank-----

CITY OF MASON, OHIO

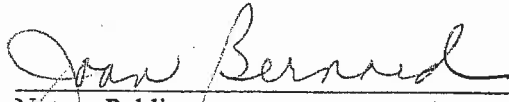
ACCEPTED BY:

  
Eric Hansen, City Manager

STATE OF OHIO )  
 ) SS:  
COUNTY OF WARREN )

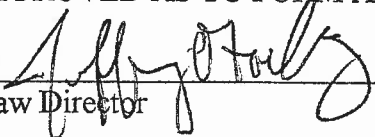
BE IT REMEMBERED that on this 20 day of JANUARY, 2008, before me, the subscriber, a Notary Public in and for said County and State, personally came Eric Hansen, City Manager of the City of Mason, Ohio, who executed the foregoing instrument on behalf of said municipal corporation, who acknowledged that 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.

  
Notary Public

JOAN BERNARD  
Notary Public, State of Ohio  
My Commission Expires May 7, 2010

APPROVED AS TO FORM AND EXECUTION:

  
Law Director

Prepared by: Wood & Lamping, LLP



**EXHIBIT A**

**SANITARY SEWER EASEMENT**

Situated in the City of Mason, Warren County, Ohio and being part of the northeast corner of Section 31, Town 3, Range 3, M.R.S. and being a permanent easement located through a 5.002 acre tract conveyed to Jonathon S. Bartos and Melissa L. Bartos, Husband and Wife by deed recorded in Deed Book 1325 page 956 of the Deed Records of Warren County, Ohio and being more particularly described as follows:

Commencing at a railroad spike at the intersection of the centerline of Mason-Montgomery Road and Bethany Road; thence with Bethany Road North  $78^{\circ} 54' 30''$  West a distance of 1266.86 feet to a R.R. spike; thence South  $6^{\circ} 36' 30''$  West a distance of 33.10 feet to an iron pin on the existing south right-of-way line of Bethany Road, thence continuing South  $6^{\circ} 36' 30''$  West a distance of 20.00 feet to the **TRUE POINT OF BEGINNING** for this Sanitary Sewer Easement:

Thence continuing South  $6^{\circ} 36' 30''$  West with said Bartos east property a distance of 15.05 feet to a point:

Thence North  $78^{\circ} 54' 30''$  West a distance of 235.12 feet to a point on the west line of said Bartos property;

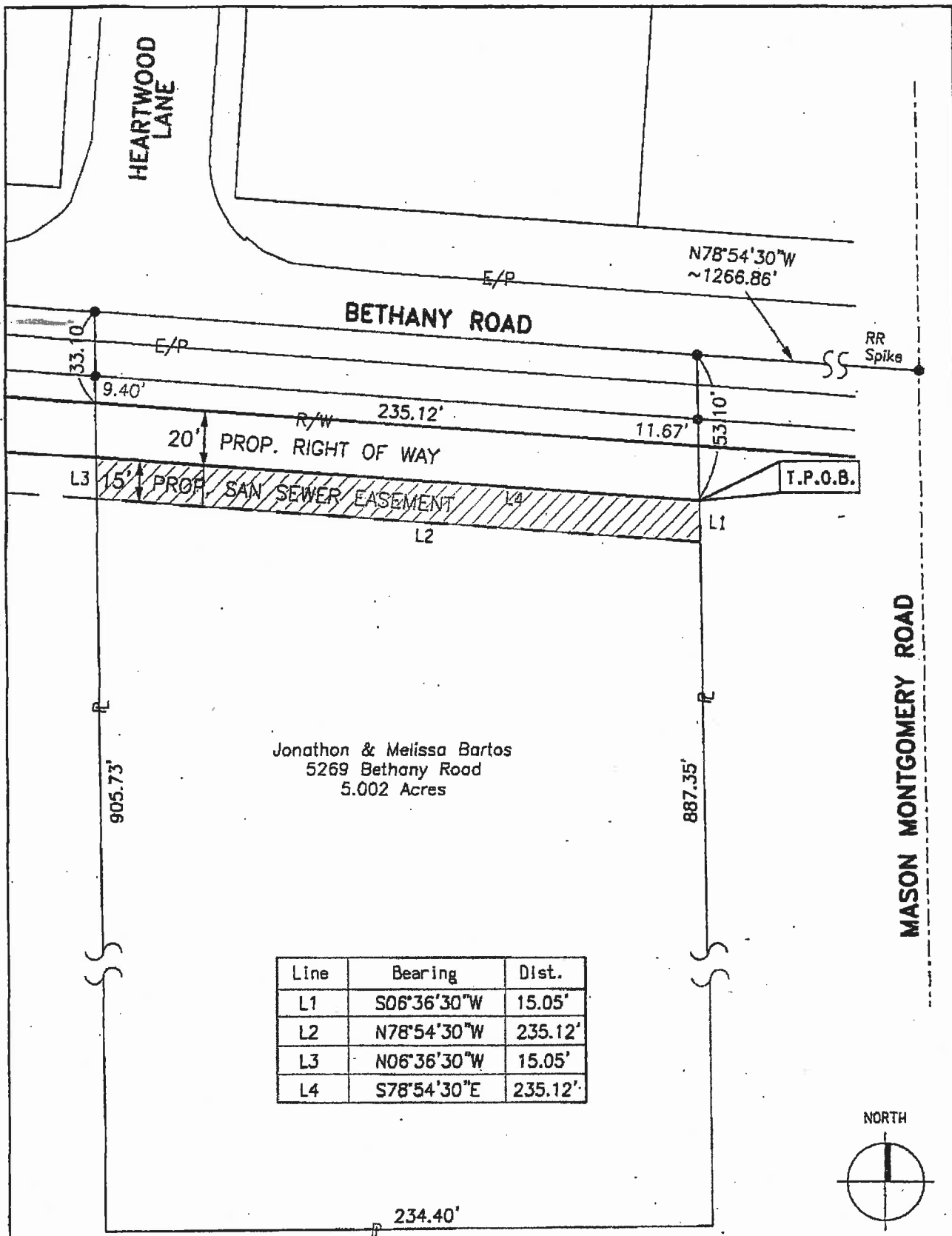
Thence, with said west line, North  $6^{\circ} 36' 30''$  East a distance of 15.05 feet to a point in the south right-of-way of Bethany Road;

Thence, with said Bethany Road south line, South  $78^{\circ} 54' 30''$  East a distance of 235.12 feet to the point of beginning:

Said sanitary sewer easement contains 0.081 acres more or less.

Subject to all legal highways, easements and restrictions of record.

This description was prepared by LJB Inc. from a record survey. Bearings oriented to the north line of the Bartos tract (North  $78^{\circ} 54' 30''$  West).



**EXHIBIT B - SANITARY EASEMENT**

© 2008 LJB Inc. All rights reserved. No part of this drawing may be used, reproduced, or modified in any manner without the prior written authorization of LJB Inc. Any such unauthorized use or reproduction of or modification to this drawing is done at the user's own risk and the user agrees to indemnify, defend and hold harmless LJB Inc. from and against any and all claims, liability, and expense, including, but not limited to, reasonable attorney's fees, arising from such use, reproduction or modification.

Project: 5269 Bethany Road Job No. 0101024A.00

Subject: BETHANY ROAD SANITARY Date: April, 2008

Dgn By: LJK Drawn By: JRM Chkd By: LJK Scale: 1" = 50'



LJB Inc. • 3100 Research Blvd.  
P.O. Box 20246 • Dayton, OH 45420-0246  
(937) 259-5000 tel • (937) 259-5100 fax  
ljbinc.com