

**MEMORANDUM OF UNDERSTANDING
FOR THE EXTENSION OF THE MASON BIKE TRAIL SYSTEM ACROSS MUDDY CREEK TO
CONNECT WITH THE LEBANON – COUNTRYSIDE YMCA TRAIL**

This Memorandum of Understanding is executed this _____ day of _____, 2010, by and between the CITY OF MASON ("MASON") and the CITY OF LEBANON ("LEBANON") to evidence their agreement with respect to the extension of Mason's bike trail system across Lebanon owned property to connect with the Lebanon – Countryside YMCA Trail (the "Project") as defined herein:

WHEREAS, the Warren County Engineer's Office is constructing a new bridge over Muddy Creek at the intersection of Mason Morrow Millgrove Road (MMM Rd.) and Columbia Rd, and WHEREAS the existing bridge at this location could be preserved to support a future bike trail as part of this project; and

WHEREAS, the CITY OF MASON would like to extend their existing bike trail network eastward to connect to the Lebanon-Countryside YMCA trail which then provides a direct connection to the Little Miami Trail; and

WHEREAS, the CITY OF LEBANON'S park master plan which was adopted in 2008 recommends pursuing a connection with regional bike trail networks such as Mason's; and

NOW, THEREFORE, in consideration of the mutual promises and covenants each to the other made, and in consideration of other good and valuable consideration, the CITY OF MASON and the CITY OF LEBANON do hereby promise, covenant, and agree that:

1. OBLIGATIONS OF THE CITY OF MASON. The CITY OF MASON shall initiate the transfer of ownership of the existing bridge over Muddy Creek, at Columbia Road, from Warren County to the City of Mason. The City of Mason will subsequently accept all future maintenance requirements associated with this structure and its future use as a bike trail bridge.

2. OBLIGATIONS OF THE CITY OF LEBANON. The CITY OF LEBANON shall support the future dedication of right of way, at no cost to the City of Mason, across City-owned property necessary to construct a trail as delineated in Exhibit A. The trail alignment delineated in Exhibit A is preliminary in nature, and is subject to change based on future construction and development plans for the trail and the Lebanon owned property.

Both parties understand that the actual construction of a trail at the locations outlined in this agreement is not currently planned.

IN WITNESS WHEREOF, the parties hereto have made and executed this Memorandum of Understanding the day and year first above written.

CITY OF MASON
By: _____
Name/Title: _____

THE CITY OF LEBANON
By: _____
Name/Title: _____



