

TEMPORARY RIGHT OF ENTRY AGREEMENT

This Temporary Right of Entry Agreement (this "Agreement") is entered into on this _____ day of April, 2012, between **Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of St. Susanna Roman Catholic Church, Mason, Warren County, Ohio** (successor in office, title and trust to Daniel E. Pilarczyk, former Archbishop of Cincinnati, as such Trustee) (the "Owner"), and the **City of Mason, Ohio**, an Ohio municipal corporation (the "City").

A. The Owner is the owner of the real property (the "Property") known as Warren County, Ohio Auditor's Parcel ID Nos. 16-35-453-015 and 16-36-453-016.

B. The City and its contractors, engineers, agents and/or employees desire to enter upon a portion of the Property depicted on Exhibit "A" attached hereto and made part hereof (the "Temporary Right of Way Area"), for the purposes of access to Muddy Creek and storage of materials for the construction, grading and restoration work in connection with the Muddy Creek Stream Restoration Project, as further described on Exhibit "B" attached hereto and made a part hereof (the "Work").

NOW THEREFORE, the parties agree as follows:

1. Grant of Temporary Right of Entry.

(a) The City agrees to pay to Owner, upon execution of this Agreement, the sum of \$1.00 and other valuable consideration (the "Entry Price"), as full compensation for the rights granted to the City by the Owner pursuant to this Agreement. Any costs expended by the City to restore and repair the Property are more fully detailed below.

(b) Owner hereby grants a temporary right of entry to the City, its employees, agents, engineers, and/or contractors and their respective equipment and vehicles, to enter upon the Temporary Right of Way Area, and use the same for the sole purposes of access to Muddy Creek and storage of materials for the construction of the Work (the "Temporary Right of Entry"). Such Temporary Right of Entry and all rights under this Agreement shall automatically terminate, with no need for further action by the Owner, the City or any other person, upon the first to occur of (i) August 1, 2012 or (ii) completion of the Work. Upon completion of the Work, the City, at its cost, shall repair the Temporary Right of Way Area and any other damage to the Property caused by the Work or any other activities by or on behalf of City on or about the Property, so as to restore the Property to its previous condition. The foregoing Temporary Right of Entry shall be subject to the limitations and restrictions hereinafter set forth.

(c) The Work shall be diligently completed by the City at its sole cost and expense, in a good and workmanlike manner, and in accordance with all statutes, rules, ordinances, regulations, specifications and requirements of the City of Mason, Warren County, and the State of Ohio.

2. Mechanics' Liens. The City shall keep the Property free and clear of all mechanics' and materialmen's liens and other liens on account of the Work. Should any such lien be filed against the Property, if the City does not have such lien released or bonded off within thirty (30) days after filing, the owner of the Property may, without notice to the City, elect to obtain the release of such lien and any sums expended by the owner of the Property shall be immediately repaid to the owner of the Property by the City upon demand, together with interest at the rate of eighteen percent (18%) per annum. In addition, Owner shall be responsible for all mechanics' and materialmen's liens and all other liens filed as the result of any construction it authorizes or performs on the Property (other than the Work).

3. Reserved Rights. Notwithstanding the foregoing, the Owner and his successors and assigns as owner of the Property reserve all rights and privileges which may be used and enjoyed on the Property without materially interfering with or abridging the rights of the City created by this Agreement, and shall have the right to use the Property (including but not limited to the Temporary Right of Way Area) for any purpose consistent with the rights herein granted to the City. The City agrees to exercise its rights under this Agreement in such a way as to minimize any interference with the use and enjoyment of the Property by the Owner and those claiming under him.

4. No Public Dedication. Nothing herein contained shall be deemed a gift or dedication of the Temporary Right of Way Area or any other portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement be strictly limited to and for the purposes herein expressed.

This Agreement is the entire agreement between the parties and cannot be modified by an oral or other communication, except as signed by both parties. This Agreement shall not be recorded by either party. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

{SPACE INTENTIONALLY BLANK – SIGNATURES TO FOLLOW}

IN WITNESS WHEREOF, the Owner and City have executed this Temporary Right of Entry Agreement as of the date first set forth above.

OWNER:

Dennis M. Schnurr, Archbishop of Cincinnati,
Trustee for the Members of the Congregation of
St. Susanna Roman Catholic Church, Mason,
Warren County, Ohio

STATE OF OHIO

COUNTY OF HAMILTON, ss.

The foregoing instrument was signed and acknowledged before me, a Notary Public, on this ____ day of April, 2012, by Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of St. Susanna Roman Catholic Church, Mason, Warren County, Ohio.

Notary Public

My Commission Expires: _____

Exhibit A

Temporary Right of Way Area

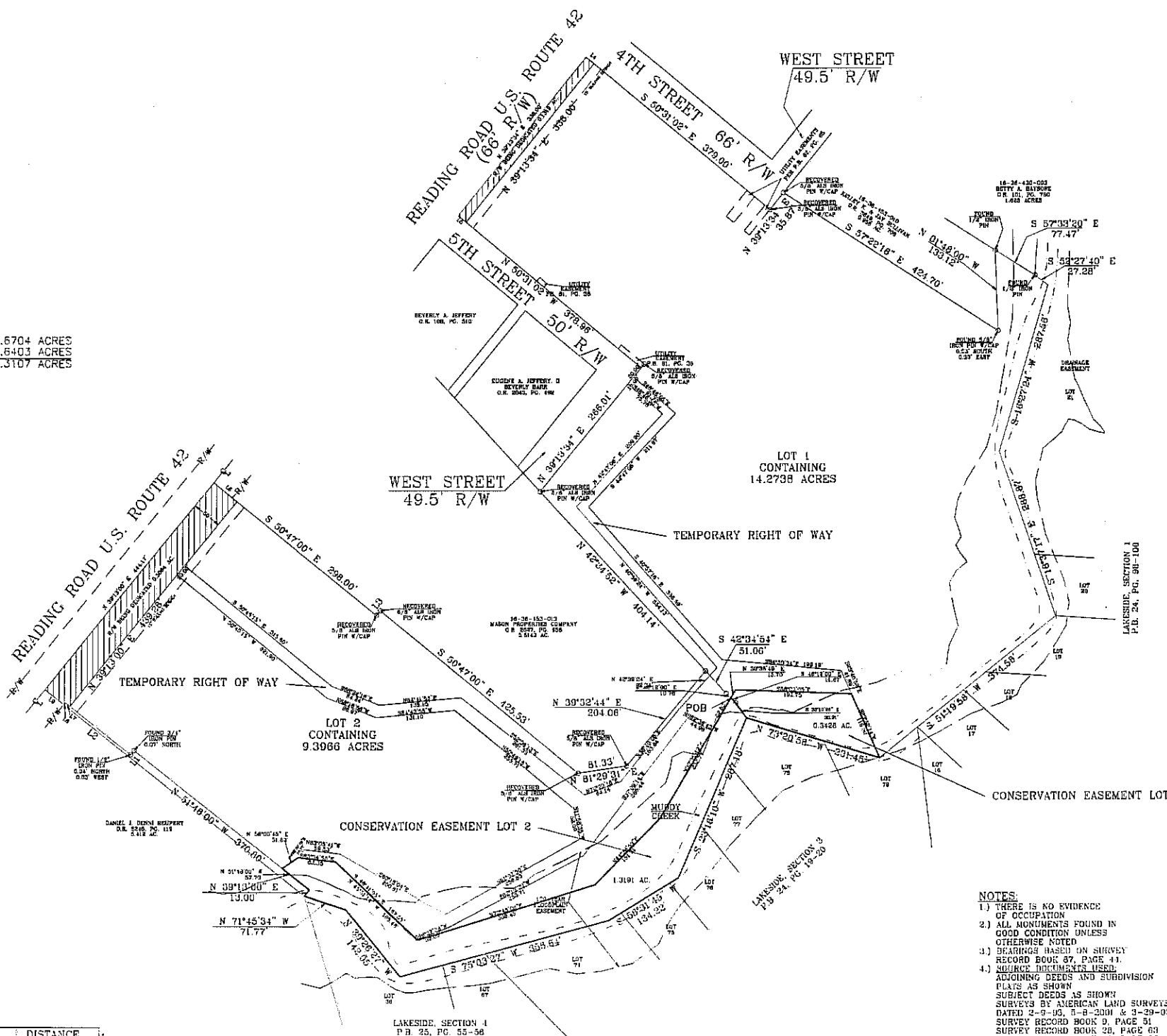
See attached.

CONSERVATION EASEMENT & TEMPORARY RIGHT of WAY PLAT

RECORD PLAT
PART OF LOTS 1 & 2 OF
SAINT SUSANNA SUBDIVISION
RECORDED IN PLAT BOOK 81, PAGE 37
CITY OF MASON
WARREN COUNTY, OHIO



LOTS: 23.6704 ACRES
RIGHT OF WAY: 0.6403 ACRES
TOTAL: 24.3107 ACRES



LINE	BEARING	DISTANCE
L1	S 38°12'00" W	9.00'
L2	N 51°48'00" W	129.35'
L3	N 39°13'00" E	10.00'
L4	S 50°31'02" E	17.00'
L5	N 50°31'02" W	17.00'
L6	S 50°47'00" E	50.00'
L7	N 51°48'00" W	10.00'
L8	S 39°13'00" W	4.00'
L9	N 51°48'00" W	40.01'

CONSERVATION EASEMENT FOR LOT 1

Situated in the City of Mason, County of Warren, State of Ohio, being part of Lot 1 of Saint Susanna Subdivision recorded in Plat Book 81, Page 37, and being a Permanent Conservation Easement more particularly described as follows:
Commencing at the southeasterly corner of 5 Street and West Street;
Thence along the south line of said West Street, South 39° 13' 34" West, 265.01 feet;
Thence along the westerly line of said Lot 1, South 42° 34' 52" East, 404.14 feet;
Thence continuing along said westerly line, South 42° 34' 54" East, 51.05 feet;
Thence South 46° 12' 00" East, 10.76 feet to the Real Place of Beginning for this easement;
Thence leaving said westerly line of Lot 1, North 30° 35' 49" East, 15.70 feet;
Thence South 88° 03' 05" East, 192.75 feet;
Thence with the said south line, North 73° 20' 55" West 231.45 feet;
Thence the said west line of Lot 1, North 35° 10' 25" East, 30.91 feet;
Thence continuing with said west line, North 46° 12' 00" West, 11.27 to the Place of Beginning.
Containing 0.3428 acres.

CONSERVATION EASEMENT FOR LOT 2

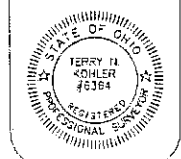
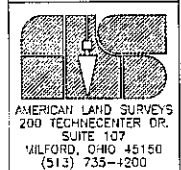
Situated in the City of Mason, County of Warren, State of Ohio, being part of Lot 2 of Saint Susanna Subdivision recorded in Plat Book 81, Page 37, and being a Permanent Conservation Easement more particularly described as follows:
Commencing at the southeasterly corner of 5 Street and West Street;
Thence along the south line of said West Street, South 39° 13' 34" West, 265.01 feet;
Thence along the westerly line of said Lot 1, South 42° 34' 52" East, 404.14 feet;
Thence continuing along said westerly line, South 42° 34' 54" East, 51.05 feet;
Thence South 46° 12' 00" East, 10.76 feet to the Real Place of Beginning for this easement;
Thence with the westerly line of said Lot 2, South 46° 12' 00" East, 11.27 feet;
Thence continuing with said east line, South 35° 10' 25" East, 30.91 feet;
Thence with the South & West lines of Lot 2 the following seven courses:
South 23° 16' 10" West, 237.13 feet;
Thence South 58° 31' 45" West, 134.22 feet;
Thence South 75° 03' 27" West, 358.64 feet;
Thence North 39° 26' 27" West, 142.05 feet;
Thence North 71° 45' 34" West, 71.77 feet;
Thence North 39° 13' 00" East, 13.00 feet;
Thence North 51° 48' 00" West, 57.70 feet;
Thence leaving said west line of Lot 2, North 58° 00' 45" East 31.82 Feet;
Thence South 83° 31' 50" East 62.35 feet;
Thence South 48° 41' 05" East, 187.55 feet;
Thence North 72° 45' 06" East, 303.45 Feet;
Thence North 44° 33' 53" East, 151.31 feet;
Thence North 30° 35' 49" East 232.77 feet to the Place of Beginning.
Containing 1.3191 acres.

TEMPORARY RIGHT OF WAY FOR LOTS 1 & 2

Situated in the City of Mason, County of Warren, State of Ohio, being part of Lots 1 & 2 of Saint Susanna Subdivision recorded in Plat Book 81, Page 37, and being a Temporary Conservation Easement more particularly described as follows:
Commencing at the southeasterly corner of 5th Street and West Street;
Thence along the south line of said West Street, South 39° 13' 34" West, 20.00 feet and the Real Place of Beginning for this Temporary Easement;
Thence leaving said south line of West Street, South 45° 46' 55" East, 91.72 feet;
Thence South 42° 47' 06" West, 211.87 feet;
Thence South 40° 57' 18" East, 336.59 feet;
Thence South 84° 50' 34" East, 199.19 feet;
Thence South 23° 40' 52" East, 41.60 feet;
Thence North 85° 03' 05" West, 192.75 feet;
Thence South 30° 35' 49" West, 75.22 feet;
Thence North 62° 36' 43" West, 44.93 feet;
Thence South 37° 09' 14" West, 295.44 feet;
Thence South 62° 16' 20" West, 253.71 feet;
Thence South 66° 27' 25" West, 58.06 feet;
Thence North 45° 51' 14" West, 185.48 feet;
Thence North 83° 34' 50" West, 62.35 feet;
Thence North 38° 00' 28" East, 16.77 feet;
Thence South 83° 05' 41" East, 59.53 feet;
Thence South 60° 18' 04" East, 200.61 feet;
Thence North 61° 02' 50" East 255.83 feet;
Thence North 11° 58' 35" West, 52.09 feet;
Thence North 50° 49' 16" West, 255.71 feet;
Thence South 84° 43' 53" West, 131.10 feet;
Thence North 65° 18' 56" West 36.97 feet;
Thence North 50° 45' 10" West, 321.90 feet to the south line of Reading Road;
Thence along the said south line, North 39° 14' 45" West, 20.00 feet;
Thence leaving said south line, South 50° 45' 15" East, 315.60 feet;
Thence South 68° 22' 18" East, 84.24 feet;
Thence North 64° 41' 55" East, 135.95 feet;
Thence South 52° 06' 13" East, 261.33 feet;
Thence North 70° 03' 16" East, 64.14 feet;
Thence North 38° 40' 26" East, 153.64 feet;
Thence North 42° 39' 24" East, 92.74 feet;
Thence North 40° 59' 24" West, 254.13 feet;
Thence North 42° 47' 06" East, 279.90 feet;
Thence North 48° 46' 55" West, 75.78 feet to the south line of said West Street;
Thence along the said south line, North 39° 13' 34" East, 15.00 feet to the Place of Beginning.
Containing 1.4867 acres.

NOTES:
1.) THERE IS NO EVIDENCE OF OCCUPATION
2.) ALL MONUMENTS FOUND IN GOOD CONDITION UNLESS OTHERWISE NOTED
3.) BEARINGS BASED ON SURVEY RECORD BOOK 87, PAGE 41.
4.) SOURCE DOCUMENTS USED: ADJOINING DEEDS AND SUBDIVISION PLATS AS SHOWN SUBJECT DEEDS AS SHOWN SURVEYS BY AMERICAN LAND SURVEYS, INC. DATED 2-9-10, 5-8-2011 & 3-29-02 SURVEY RECORD BOOK 9, PAGE 51 SURVEY RECORD BOOK 28, PAGE 60 SURVEY RECORD BOOK 30, PAGE 90 SURVEY RECORD BOOK 31, PAGE 20 SURVEY RECORD BOOK 37, PAGE 11 SURVEY RECORD BOOK 112, PAGE 60 SURVEY RECORD BOOK 104, PAGE 58 SURVEY RECORD BOOK 42, PAGE 12

CONSERVATION EASEMENT & TEMPORARY RIGHT OF WAY PLAT
RECORD PLAT
PART OF LOTS 1 & 2 OF
SAINT SUSANNA SUBDIVISION
RECORDED IN PLAT BOOK 81, PAGE 37



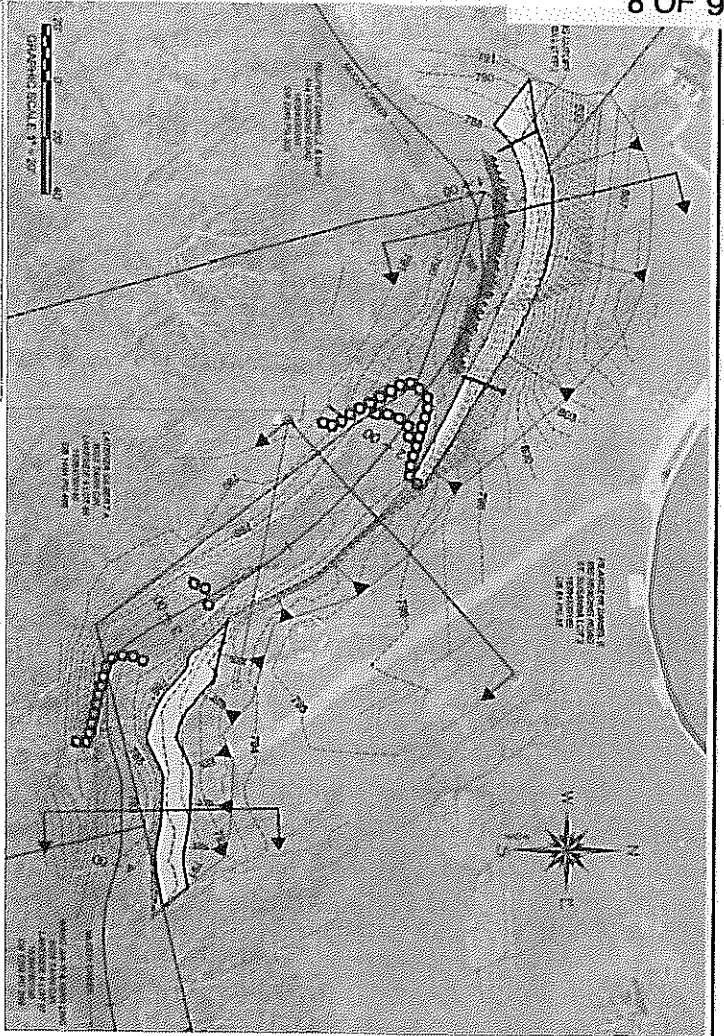
DRAWN: MSN
CHECKED: THK
DATE: 3-13-12
SCALE: 1" = 100'
JOB NO: 3892.11
SHEET 1
3/28/12
DATE
TERRY H. KOHLER
OHIO REGISTRATION NUMBER 6084

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY IS BASED ON A TRUE AND CORRECT FIELD SURVEY PERFORMED BY AMERICAN LAND SURVEYS, INC. UNDER THE SUPERVISION OF TERRY H. KOHLER, P.S.
3/28/12
DATE
TERRY H. KOHLER
OHIO REGISTRATION NUMBER 6084

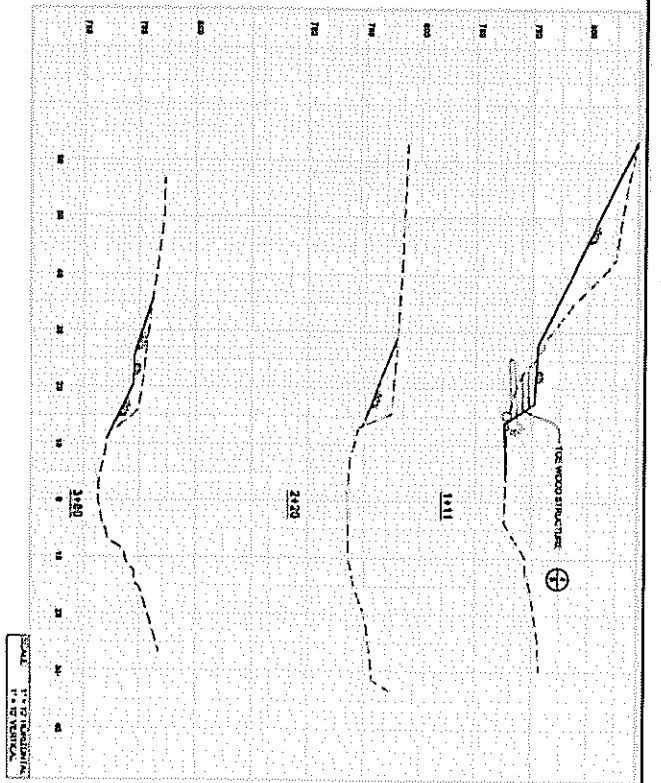
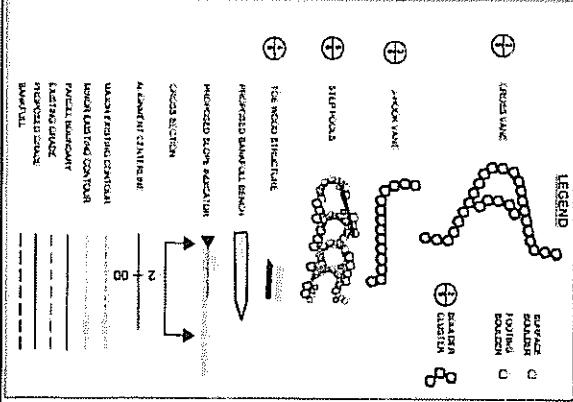
Exhibit B

The Work

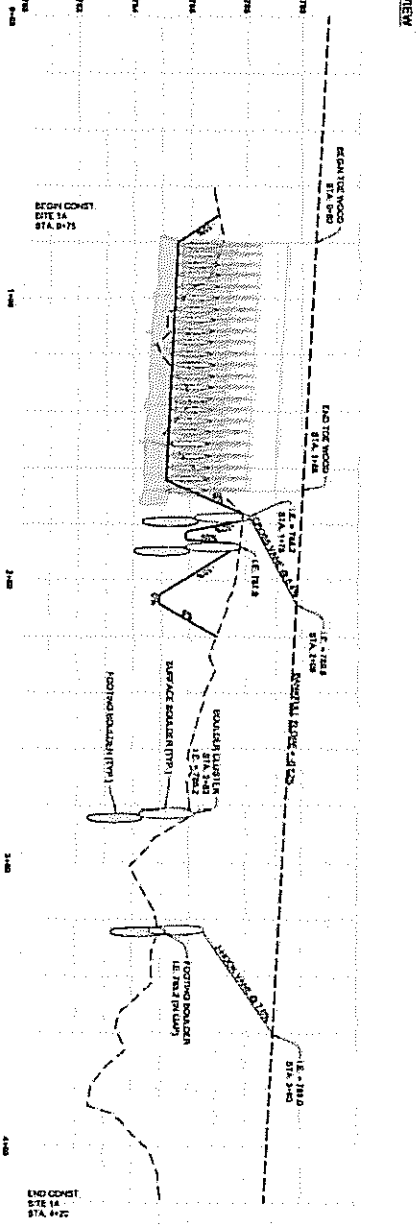
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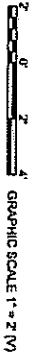
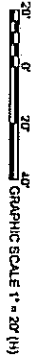
SITE 1A - PLAN VIEW



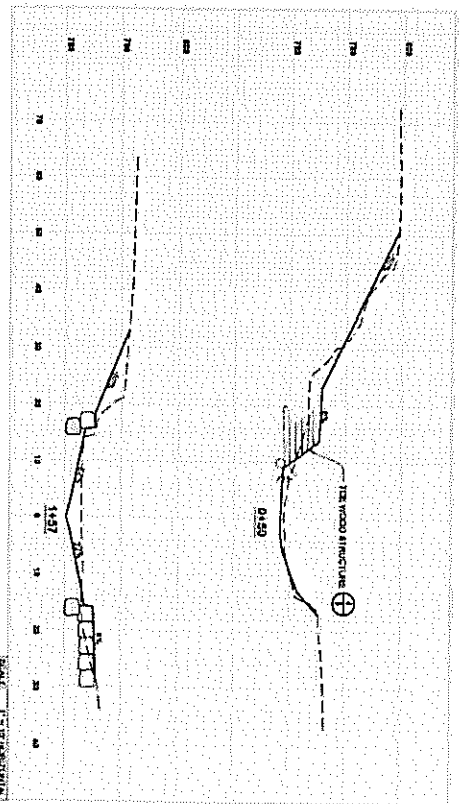
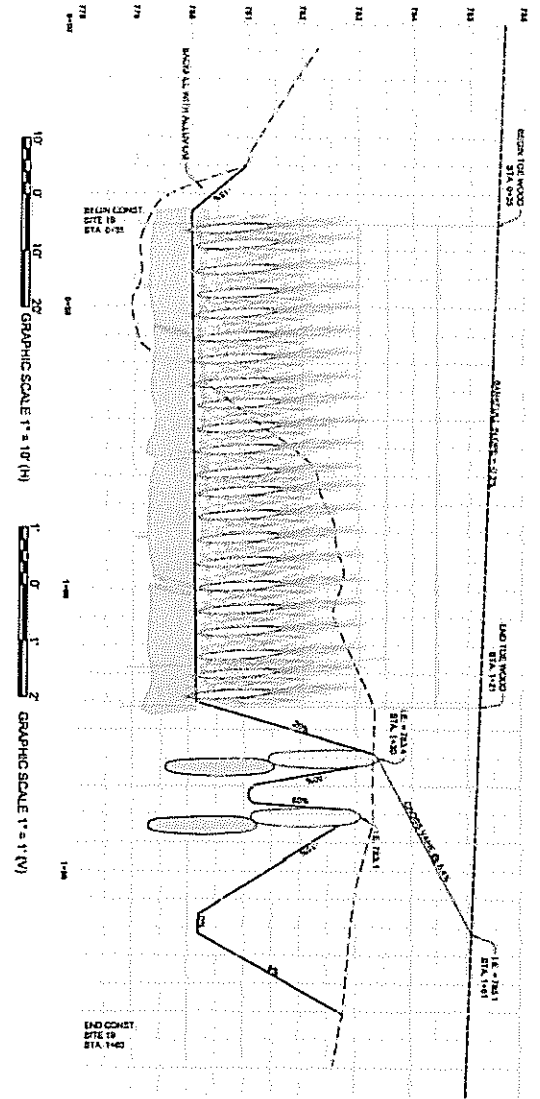
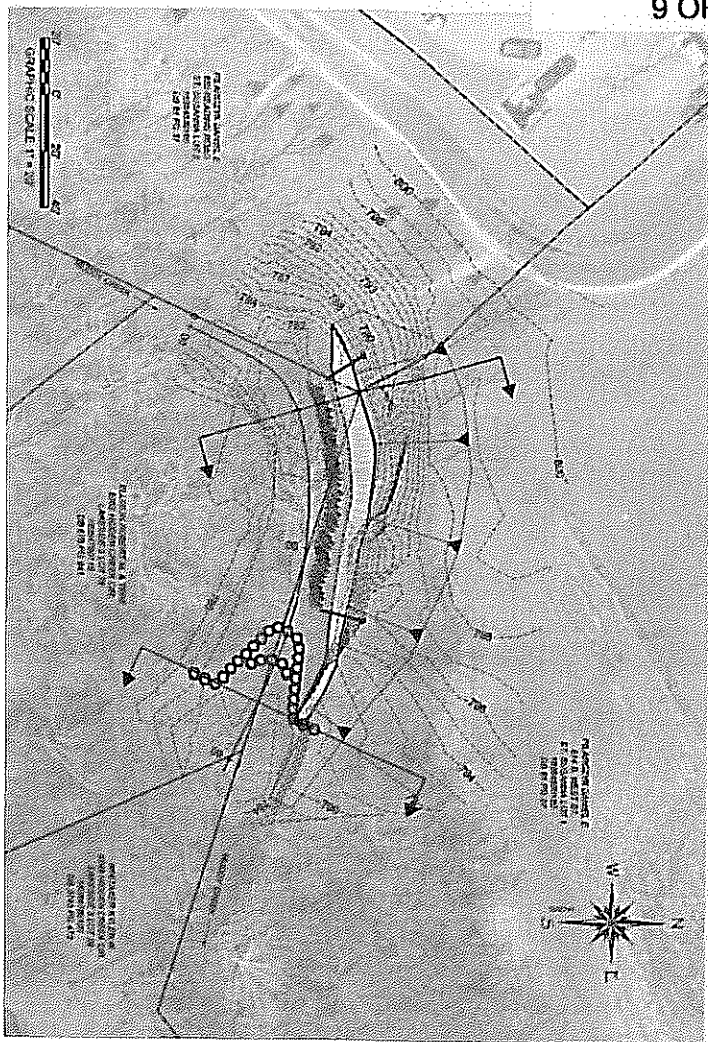
SITE 1A - CROSS SECTIONS



SITE 1A - CENTERLINE PROFILE VIEW



<p>MUDDY CREEK STREAM RESTORATION PROJECT ST. SUSANNA SITE 1A</p>	
<p>DATE: 10/1/03 SCALE: 1" = 20' (PLAN) 1" = 2' (PROFILE)</p>	<p>PROJECT NO.: 1 SHEET NO.: 3 OF 11</p>
<p>DESIGNED BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>	<p>CLIENT: [Name] LOCATION: [Name]</p>



LEGEND

- ⊕ OCEAN WAVE
- ⊕ JUDOX WAVE
- ⊕ STEP POOLS
- ⊕ TOP WOOD STRUCTURE
- ⊕ PROPOSED WOOD LULL BEACH
- ⊕ PROPOSED BLOW PROTECTION
- ⊕ CROSS SECTION
- ⊕ ALIGNMENT CORNERS
- ⊕ ALIGNMENT CENTERLINE
- ⊕ WAGON EATING CORNERS
- ⊕ PALMEL BOUNDARY
- ⊕ EXISTING CHANNEL
- ⊕ PROPOSED CHANNEL
- ⊕ BOUNDARY
- ⊕ SURFACE
- ⊕ FLOORING
- ⊕ BOUNDARY
- ⊕ CULVERT

PROPOSED BLOW PROTECTION: 10' HIGH WOOD STRUCTURE

CROSS SECTION: 10' HIGH WOOD STRUCTURE

ALIGNMENT CORNERS: 10' HIGH WOOD STRUCTURE

ALIGNMENT CENTERLINE: 10' HIGH WOOD STRUCTURE

WAGON EATING CORNERS: 10' HIGH WOOD STRUCTURE

PALMEL BOUNDARY: 10' HIGH WOOD STRUCTURE

EXISTING CHANNEL: 10' HIGH WOOD STRUCTURE

PROPOSED CHANNEL: 10' HIGH WOOD STRUCTURE

BOUNDARY: 10' HIGH WOOD STRUCTURE

SURFACE: 10' HIGH WOOD STRUCTURE

FLOORING: 10' HIGH WOOD STRUCTURE

BOUNDARY: 10' HIGH WOOD STRUCTURE

CULVERT: 10' HIGH WOOD STRUCTURE

NO.	DESCRIPTION	DATE
1	DESIGNED BY	
2	DRAWN BY	
3	CHECKED BY	
4	APPROVED BY	
5	DATE	

Muddy Creek Stream Restoration Project
ST. SUSANNA SITE 1B

McANENKREEK HYDROLOGY, LLC
10000 W. 10th Street, Suite 100, Fort Worth, TX 76132
817.336.1111
www.mcanenkreek.com

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