

Parcel no. 16-36-453-015 and 016

DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement is made this _____ day of April, 2012, by and 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), Grantor, and the **City of Mason, Ohio**, an Ohio municipal corporation, Grantee.

WHEREAS, Section 5301.67 and Section 5301.68 of the Ohio Revised Code authorizes the owner of land to convey a conservation easement to a municipal corporation that is authorized to hold conservation easements; and

WHEREAS, Section 5301.69, et seq., of the Ohio Revised Code authorizes the legislative authority of a municipal corporation to acquire and enforce conservation easements in the name of the municipal corporation; and

WHEREAS, said Grantor is the owner in fee of certain real property, located at 616 Reading Road, Mason, Ohio 45040, hereinafter described on Exhibit "A" attached hereto and made part hereof, and situated in Warren County, Ohio, which the Grantee has determined to be of importance to the Muddy Creek, and Muddy Creek Stream Restoration Project.

NOW, THEREFORE, and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, Grantor does hereby grant and convey, in perpetuity, unto the City of Mason Ohio, an Ohio municipal corporation, and its agents, employees, successors and assigns, an estate, interest and non-exclusive conservation easement (the "Conservation Easement") in the Grantor's property as described and depicted in Exhibits "B" and "B-1" attached hereto and made a part hereof ("Easement Property") of the nature and character and to the extent hereinafter expressed. The Conservation Easement shall constitute a servitude upon the Easement Property of Grantor, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of the Easement Property of Grantor. For the purpose of accomplishing the intent of the parties hereto, said Grantor covenants on behalf of itself, its successors and assigns, with Grantee and its successors and assigns to do and refrain from doing, severally and collectively, upon the Easement Property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, upon the Easement Property is and will be for the benefit of the Grantee.

The restrictions hereby imposed upon the use of the Easement Property of Grantor, and the acts which said Grantor so covenants to do and refrain from doing upon its Easement Property in connection therewith are and shall be as follows:

1. The Easement Property herein described shall be kept in its natural state. As herein used, the term "natural state" is intended to mean that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the Easement Property, unless otherwise expressly provided hereunder.
2. There shall not be on or in the Easement Property any fillings, excavating, removal of top soil, sand, gravel, rock, minerals, or other materials nor any building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature or as reserved by Grantor hereafter.

3. There shall be no spraying with herbicides or pesticides.
4. No power transmission lines may be erected, nor shall any interests in the Easement Property be granted for this purpose. It is the intent of this provision to grant to the City of Mason, Ohio, such an interest in said Easement Property as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. Notwithstanding the foregoing, Grantor reserves the right and easement on the Easement Property to operate, maintain, repair and replace existing telephone, electric, water, wells, or other utility lines or mains necessary to provide for the needs of the Grantor, their successors or assigns. The area needed to operate, maintain, repair and replace said facility shall be the minimum reasonably necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near thereto as practical.
5. No trees, ground cover, or other vegetation shall be removed except as reserved hereafter, and except as caused by the forces of nature.
6. The Easement Property shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon, except the Grantor shall have no duty to remove garbage, trash etc. unlawfully deposited on the Easement Property by persons acting without the Grantor's consent.
7. Each and every other activity or construction which might reasonably endanger the natural state of the Easement Property is forbidden.
8. The City of Mason, Ohio or its authorized representative may enter upon the Easement Property for the purpose of inspection and shall have the right, upon reasonable prior notice to Grantor, to periodically inspect the Easement Property for violations of the Conservation Easement. If after sixty (60) days advance written notice, Grantor has not eliminated any such violations, Grantee, at the expense of Grantor, shall remove any violation by Grantor of the Conservation Easement.
9. The City of Mason, Ohio, at its sole cost, shall have the right to post or clearly mark the boundaries of the Easement Property in compliance with the City's policy.
10. Neither Grantor nor Grantee shall plant invasive plant species within the Easement Property. Either party may, at its option, remove existing growth of invasive plant species, so long as the removed growth is replaced by planting of native plant species.
11. The City of Mason, Ohio shall have the right to continue and maintain the sanitary sewer easement that is parallel to the Muddy Creek Stream as more fully set forth in Deed Book 333, page 517 and Deed Book333, page 555 of the Warren County, Ohio records.
12. The parties acknowledge that contemporaneously with the grant of this Conservation Easement, Grantee has completed certain construction, grading and restoration work within the Easement Property in connection with the Muddy Creek Stream Restoration Project (the "Project"). Notwithstanding anything herein to the contrary, Grantor shall be responsible at its cost for any routine maintenance of the portion of the Project located within the Easement Property, and Grantee shall be responsible at its cost for repairing and replacing the portion

of the Project located within the Easement Property as necessary to ensure that it functions as intended.

The Conservation Easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantor which are expressly reserved hereunder.

1. Except as expressly limited herein, the Grantor reserves for itself, its heirs, successors and assigns, all rights as Owner of the Easement Property, including the right to use the Easement Property for all purposes not inconsistent with this Easement.
2. The Grantor reserves the right to maintain the stream bank within the prescribed method approved by the Ohio Department of Natural Resources, Division of Natural Areas & Preserves.
3. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Easement Property due to causes beyond Grantor's reasonable control, such as changes caused by fire, flood, storm, other acts of God, or the unauthorized acts of third persons.

TO HAVE AND TO HOLD unto the City of Mason, Ohio, Grantee, and its successors and assigns forever (provided however that any successor or assign of Grantee must be a municipal corporation able to acquire conservation easements under Ohio law). The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon Grantor, its successors, and assigns, and each of them, as the owner of the Easement Property, and shall constitute a servitude upon the above described lands and Grantor does covenant and warrant that except for easements, covenants, conditions and other restrictions of record (all of which the Conservation Easement is granted and conveyed subject to) the title to the land above described is CLEAR, FREE, AND UNENCUMBERED, AND THAT IT WILL DEFEND the same against any lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

GRANTOR:

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.

Before me, a notary public in and for said county and state, on this ____ day of April, 2012, personally appeared the above-named Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of St. Susanna Roman Catholic Church, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his authorized capacity on behalf of Grantor.

Notary Public
My Commission Expires: _____

GRANTEE:
City of Mason, Ohio

By: _____
Eric Hansen, City Manager

STATE OF OHIO
COUNTY OF WARREN, ss

Before me, a notary public in and for said county and state, on this _____ day of April, 2012, personally appeared the above-named Eric Hansen, City Manager of the City of Mason, Ohio, an Ohio municipal corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his authorized capacity as duly authorized City Manager, on behalf of the City of Mason.

Notary Public
My Commission Expires: _____

This instrument was prepared by: Wood & Lamping, LLP

APPROVED IN FORM:

Jeffrey D. Forbes, Law Director

EXHIBIT A

LEGAL DESCRIPTION

Being all of Lots 1 and 2 of Saint Susanna Subdivision as shown on the plat thereof recorded in Plat Book 81, Page 37, Warren County Recorder, which is a replat of Lots 287 to 290 and Lots 300 to 303 of Sarah Wikoff's addition to Village of Mason, recorded in Plat Book 2, Page 127, and parts of vacated alley, vacated West Street, recorded in Plat Book 62, Page 84 (Ord. No. 2003-71), part of vacated Fifth Street recorded in O.R. 411, Page 529, part of vacated alley and vacated West Street recorded in Plat Book 81, Page 35, Section 36, Town 4, Fractional Range 2, City of Mason, Warren County, Ohio.

Sidwell Numbers: 16-36-453-015 (14.2738 acres)
16-36-453-016 (9.3966 acres)

Exhibit B

Easement Property

See attached.

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 5th Street and West Street;

Thence along the south line of said West Street, South 39° 13' 34" West, 266.01 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, 51.06 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 South 23° 52' 14" East, 116.30 feet to a point in the south line of Lot 1;

Thence with the said south line, North 73° 20' 58" West 231.45 feet;

Thence the said west line of Lot 1, North 35° 10' 26" 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.

ALS Job No.: 5892.11
March 19, 2012

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 5th Street and West Street;

Thence along the south line of said West Street, South 39° 13' 34" West, 266.01 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, 51.06 feet;

Thence South 46° 12' 00" East, 10.76 feet to the Real Place of Beginning for this easement;

Thence with the easterly line of said Lot 2, South 46° 12' 00" East, 11.27 feet

Thence continuing with said east line, South 35° 10' 26" East, 30.91 feet;

Thence with the South & West lines of Lot 2 the following seven courses:

South 23° 16' 10" West, 287.18 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 56° 00' 45" East 31.62 Feet;

Thence South 83° 34' 50" East 62.35 feet

Thence South 46° 41' 05" East, 187.55 feet;

Thence North 72° 45' 06" East, 308.45 Feet;

Thence North 44° 38' 53" East, 151.31 feet

Thence North 30° 35' 49" East 232.77 feet to the Place of Beginning.

Containing 1.3191 acres.

ALS Job No. 5782.11
March 19, 2012

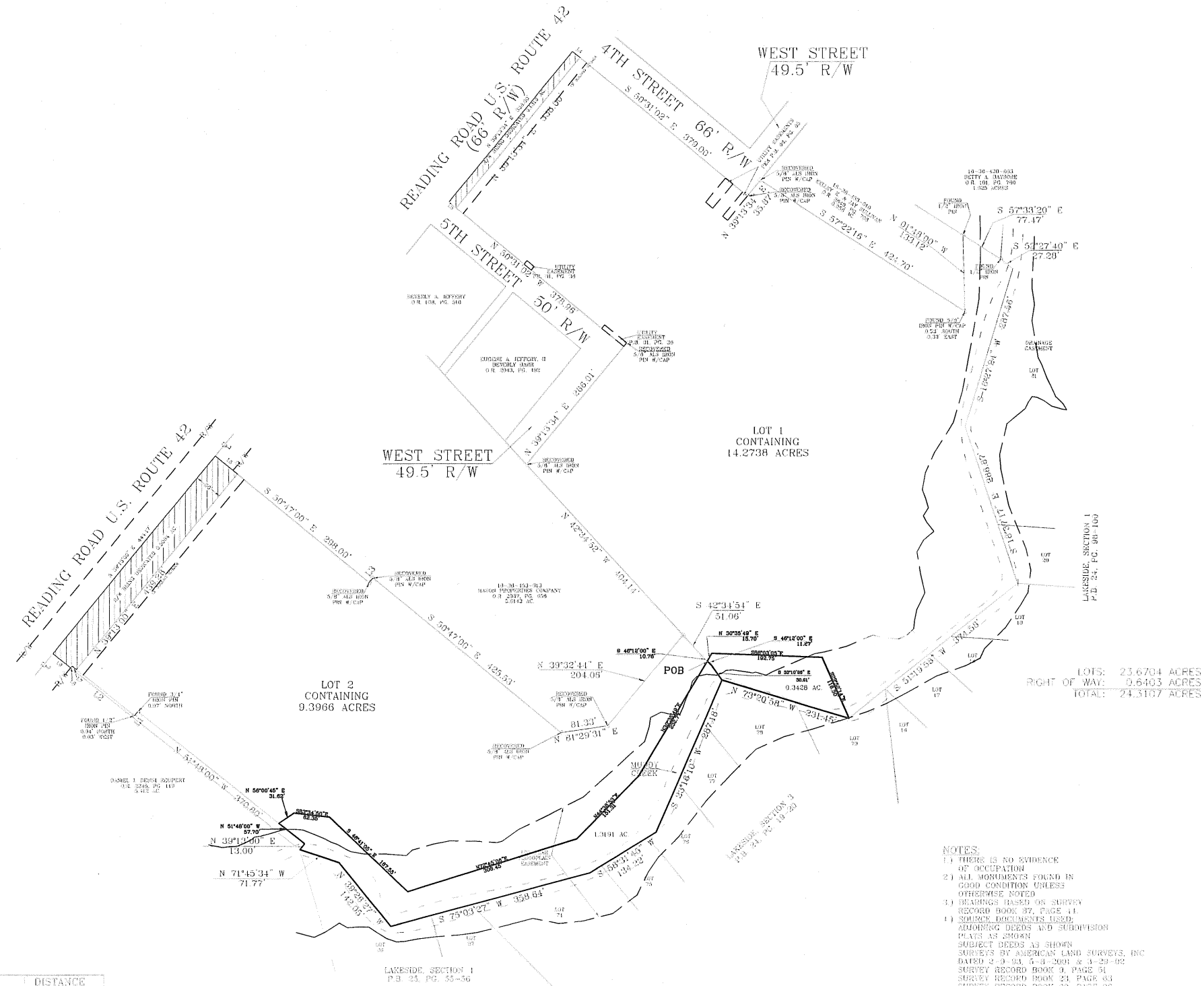
Exhibit B-1

Easement Property

See attached.

CONSERVATION EASEMENT 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



LINE	BEARING	DISTANCE
L1	S 38°12'00" W	0.00
L2	N 51°48'00" W	129.33
L3	N 39°12'00" E	10.00
L4	S 50°31'02" E	17.00
L5	N 50°31'02" W	17.00
L6	S 57°47'00" E	50.00
L7	N 51°48'00" W	10.00
L8	S 39°13'00" W	1.00
L9	N 51°48'00" W	40.01

- 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 37, PAGE 14.
 - 4.) SOURCE DOCUMENTS USED: AMONGST DEEDS AND SUBDIVISION PLATS AS SHOWN SUBJECT DEEDS AS SHOWN SURVEYS BY AMERICAN LAND SURVEYS, INC DATED 2-9-93, 5-8-2001 & 3-29-02 SURVEY RECORD BOOK 9, PAGE 51 SURVEY RECORD BOOK 24, PAGE 61 SURVEY RECORD BOOK 30, PAGE 36 SURVEY RECORD BOOK 31, PAGE 26 SURVEY RECORD BOOK 37, PAGE 14 SURVEY RECORD BOOK 112, PAGE 41 SURVEY RECORD BOOK 104, PAGE 84 SURVEY RECORD BOOK 92, PAGE 12

CONSERVATION EASEMENT FOR LOT 1
Situating 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, 286.01 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, 51.06 feet;
Thence South 46° 12' 00" East, 10.75 feet to the Place of Beginning for this easement;
Thence leaving said westerly line of Lot 1, North 30° 35' 49" East, 15.70 feet;
Thence South 89° 03' 05" East, 192.75 feet;
Thence South 23° 52' 14" East, 116.30 feet to a point on the south line of Lot 1;
Thence with the said south line, North 73° 20' 58" West 231.45 feet;
Thence the said west line of Lot 1, North 35° 10' 26" East, 33.37 feet;
Thence continuing with said west line, North 45° 12' 00" West, 11.27 to the Place of Beginning.
Containing 0.3428 acres.

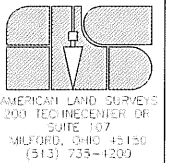
CONSERVATION EASEMENT FOR LOT 2
Situating in the City of Mason, County of Warren, State of Ohio, being part of Lot 2 of Saint Susanna Subdivision recorded in Plat Book 81, Page 37, and being a Permanent Conservation Easement more particularly described as follows:
Commencing at the southeasterly corner of 5 Street and West Street;
Thence along the south line of said West Street, South 39° 13' 34" West, 286.01 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, 31.06 feet;
Thence South 46° 12' 00" East, 10.75 feet to the 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 west line, South 35° 19' 26" East, 30.91 feet;
Thence with the South & West lines of Lot 2 the following seven courses:
South 23° 18' 10" West, 287.02 feet;
Thence South 58° 21' 45" West, 134.22 feet;
Thence South 75° 03' 27" West, 159.64 feet;
Thence North 39° 26' 27" West, 143.05 feet;
Thence North 71° 45' 54" West, 71.77 feet;
Thence North 59° 13' 00" East, 13.00 feet;
Thence North 51° 48' 00" West, 27.70 feet;
Thence leaving said west line of Lot 2, North 58° 00' 45" East, 31.62 feet;
Thence South 33° 34' 30" East 62.35 feet;
Thence South 46° 41' 05" East, 157.95 feet;
Thence North 72° 45' 06" East, 208.45 feet;
Thence North 44° 35' 53" East, 151.31 feet;
Thence North 30° 35' 49" East 232.77 feet to the Place of Beginning.
Containing 1.3101 acres.

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

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY IS BASED ON A TRUE AND CORRECT FIELD SURVEY BY AMERICAN LAND SURVEYS, INC UNDER THE SUPERVISION OF FERRY N. KOHLER, P.E.
DATE: 3-19-12
FERRY N. KOHLER
REGISTERED PROFESSIONAL SURVEYOR
OHIO REGISTRATION NUMBER 4384



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



DRAWN BY:
CHECKED BY: FWK
DATE: 3-19-12
SCALE: 1" = 100'
JOB NO.: 5392-11
SHEET