

ORDINANCE 2015 - 117

AUTHORIZING THE CITY MANAGER TO ACCEPT THE EASEMENT FOR THE BEACH WATERPARK SANITARY SEWER AND DECLARING AN EMERGENCY (NATIONAL RETAIL PROPERTIES, LP)

WHEREAS, National Retail Properties, LP, has agreed to grant the City of Mason a sanitary sewer easement on the Beach Waterpark; and

WHEREAS, it is necessary to acquire a certain Sanitary Sewer Easement from the property owner; and

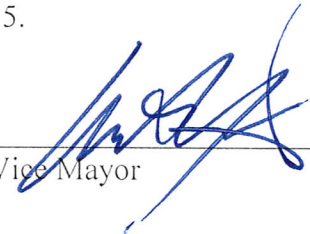
WHEREAS, the City has reached an agreement with National Retail Properties, LP, regarding the acquisition of a Sanitary Sewer Easement on the property.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, five members elected thereto concurring:

Section 1. That the City of Mason hereby accepts the Sanitary Sewer Easement attached hereto as Exhibit "A" and incorporated herein by reference.

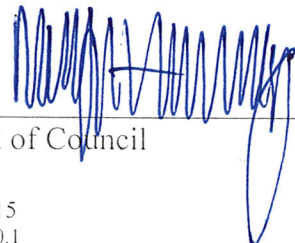
Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The need for said emergency is the necessity to accept the Easement at the earliest possible date.

Passed this 23rd day of November, 2015.



Vice Mayor

Attest:



Clerk of Council

11/17/15
1450920.1

Auditor's Parcel ID # 16181260021

DEED/GRANT OF SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That National Retail Properties, LP, a Delaware limited partnership, authorized to do business in Ohio (Grantor(s)), the Fee Simple owner of the real estate (the Property), located as Lot 3 of The Beach Subdivision, Parcel # 16181260021, Mason, Ohio 45040 within the City of Mason, Ohio, Warren County, Ohio, pursuant to a deed, recorded in O.R. Book 5773, page 584, 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, 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 system on, above, under and through that portion of the aforementioned Property, as described and depicted on Exhibit "A" consisting of two pages, (the "Basement Area") attached hereto and made a part hereof.

All costs and expenses associated with the Grantee's construction, operation, maintenance, repair, replacement and restoration activities within the Basement 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.

Grantee's right of ingress and egress in, to and over Grantor's other property to access the easement Area shall be limited to the roadways and improved parking areas on such property, to the extent reasonably practical.

Grantee shall exercise its rights hereunder in a manner as to not unreasonably interfere with the business operations being conducted on Grantor's land. Once initial construction begins, Grantee shall diligently and continuously pursue to complete any installation, maintenance and/or repairs of the facilities.

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 itself and for its successors and assigns, does hereby COVENANT with the said Grantee, its successors and assigns, that it is the true and lawful owner of the said premises, has 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.

Executed by Paul E. Bayer, as Executive Vice President NNN GP Corp., a Delaware corporation, as general partner of National Retail Properties, LP, a Delaware limited partnership, on behalf of the partnership. this _____ day of _____, 2015.

^{KS}
NATIONAL RETAIL PROPERTIES, LP,
a Delaware limited partnership _{SK}

By: NNN GP Corp., a Delaware corporation,
as general partner

By: *Paul E. Bayer*
Name: Paul E. Bayer
Title: Executive Vice President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of November, 2015 by Paul E. Bayer, as Executive Vice President of NNN GP Corp., a Delaware corporation, as general partner of National Retail Properties, LP, a Delaware limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.

Kella Schauble
Printed Name: Kella Schauble
Commission #: _____
My commission expires: _____



**CITY OF MASON, OHIO
ACCEPTED BY:**

Eric Hansen, City Manager

State of Ohio, County of Warren ss:

The foregoing instrument was signed and acknowledged before me, a Notary Public, this _____ day of _____, 2015, by Eric Hansen, City Manager of the City of Mason, Ohio, an Ohio municipal corporation, on behalf of the corporation.

Notary Public

APPROVED AS TO FORM:

Jeffrey D. Forbes, Law Director

This instrument was prepared by: Wood & Lamping, LLP.

2198963.1



CINCINNATI
COLUMBUS
DAYTON

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West Chester, OH 45069
phone # 513.779.7851
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www.kleingers.com

EXHIBIT A

May 31, 2013

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

Situated in Section 18, Town 4, Range 2, Deerfield Township, City of Mason, Warren County, Ohio being part of Lot 3 of The Beach Subdivision as recorded in Plat Book 16 Page 35 and conveyed to National Retail Properties, LP in O.R. 5773 Pg. 584 and being more particularly described as follows:

Beginning at the northwest corner of Lot 3;

Thence along the north line of said Lot 3, S84°34'13"E a distance of 1136.16 feet;

Thence, continuing along said north line, S84°14'53"E a distance of 714.83 feet to the west right of way line of Interstate 71;

Thence along said right of way line, S39°11'44"W a distance of 47.94 feet;

Thence through said Lot 3, the following four (4) courses:

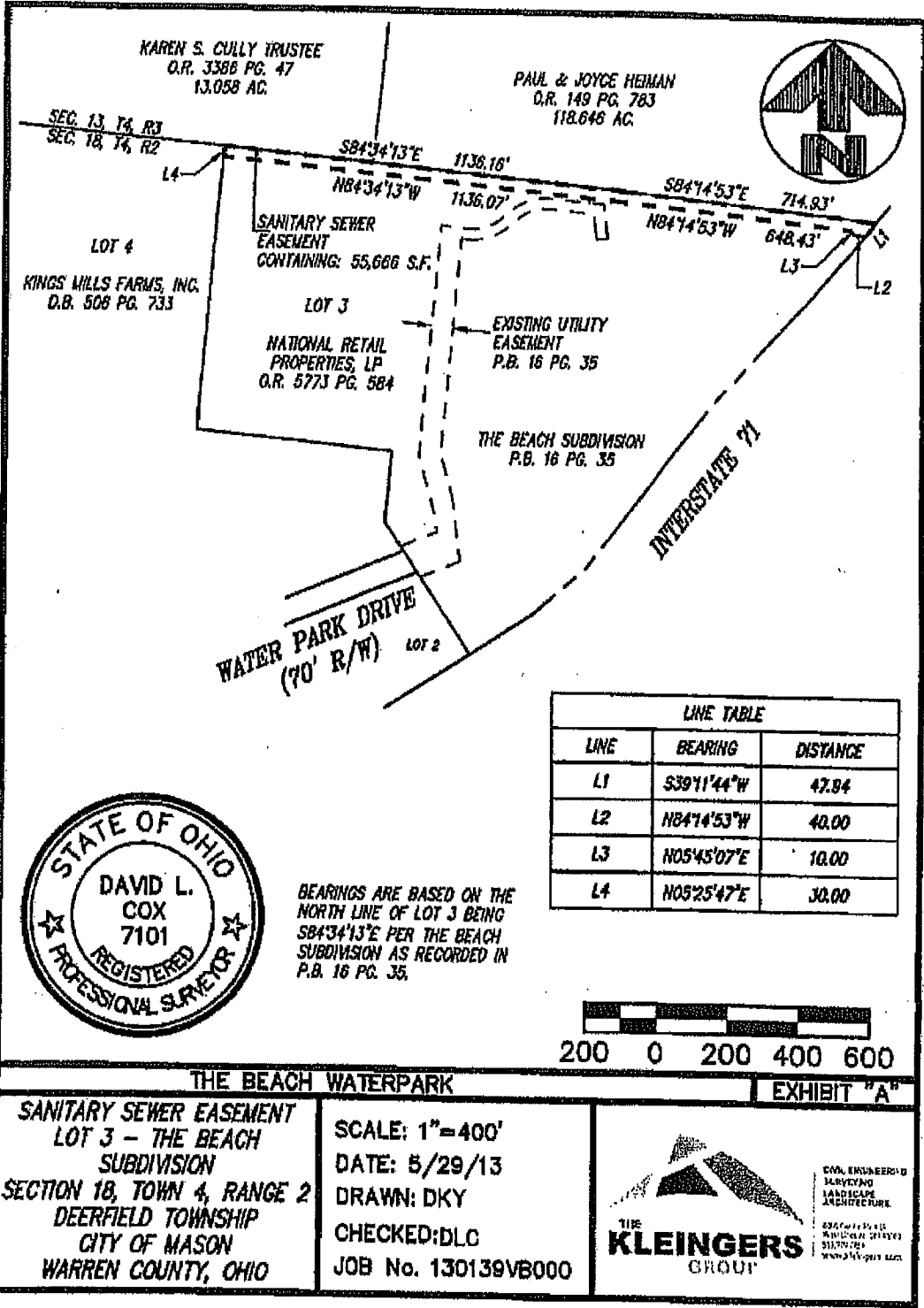
1. N84°14'53"W a distance of 40.00 feet;
2. N05°46'07"E a distance of 10.00 feet
3. N84°14'53"W a distance of 648.43 feet;
4. N84°34'13"W a distance of 1136.07 feet to a point in the west line of said Lot 3;

Thence along said west line, N05°25'47"E a distance of 30.00 feet to the Point of Beginning, containing 1.278 acres more or less, all as shown on the attached Exhibit "A".

Bearings are based on the North line of Lot 3 being S84°34'13"E per The Beach Subdivision as recorded in Plat Book 16 Page 35.

This description was prepared by The Kleingers Group, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101.

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BEARINGS ARE BASED ON THE NORTH LINE OF LOT 3 BEING S84°34'13"E PER THE BEACH SUBDIVISION AS RECORDED IN P.B. 16 PG. 35.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S39°11'44"W	47.84
L2	N84°14'53"W	40.00
L3	N05°45'07"E	10.00
L4	N05°25'47"E	30.00



THE BEACH WATERPARK		EXHIBIT "A"
<p>SANITARY SEWER EASEMENT LOT 3 - THE BEACH SUBDIVISION SECTION 18, TOWN 4, RANGE 2 DEERFIELD TOWNSHIP CITY OF MASON WARREN COUNTY, OHIO</p>	<p>SCALE: 1"=400' DATE: 5/29/13 DRAWN: DKY CHECKED: DLG JOB No. 130139VB000</p>	<p>THE KLEINGERS GROUP <small>CARL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE</small> <small>6360 Co. Rd. 10, Unit 100, Deerfield, OH 43015</small> <small>614.770.7263</small> <small>www.kleingers.com</small></p>