

15262

AGREEMENT FOR EASEMENT

This agreement is made and entered into by and between DON J. MEEKS and JEANNE S. MEEKS, his wife, hereinafter designated as "Meeks"; and BRYANT B. TERRY and BARBARA A. TERRY, his wife, hereinafter designated as "Terry", at Hamilton, Ohio, on this 9th day of September 1975.

Terry has simultaneously with the execution of this agreement granted to Butler County, Ohio, hereinafter designated as the "County", an easement forty (40) feet in width measured from the centerline of Taylor School Road, for the purpose of providing drainage for Meeks' land located to the west thereof.

Meeks is the owner of the property known as Lot No. 200 in the Village of Seven Mile (Section 33, Town 3, Range 3 of Wayne Township, Butler County, Ohio) and the land subdivided into what is known as Meeks First Addition to Seven Mile recorded in the Office of the Butler County, Ohio, Recorder, known as Plat 702A.

Terry is the owner of 130.965 acres of land, more or less, located in said Section 33, Town 3, Range 3, Wayne Township, Butler County, Ohio, which acreage is contiguous to Meeks' land located north and east thereof.

J. A. TRION  
Butler County Auditor  
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Meeks is in the process of developing his land and finds it necessary to provide a drainage ditch running along his north and east lines to Taylor School Road.

The County requires an outlet for said drainage ditch along the north side of Taylor School Road, running from Meeks' east line eastwardly across the land of Terry. The County has agreed to provide said drainage ditch, over the aforementioned forty (40) foot easement measured from the center line of Taylor School Road and extending across the land of Terry from the east to the west line of

1. A new fence will be constructed upon Terrys' land by a qualified fence builder at a point along the northerly line of said easement extending east and west the full length of said easement. The fence shall be of #9 wire, with wooden posts and twelve (12) inch staves. The fence shall be constructed in a workmanlike manner and without unnecessary delay and no later than immediately after the completion of the drainage ditch running through and within said easement.

2. The dirt removed from the drainage ditch shall be piled and spread evenly upon Terrys' land immediately north of said forty (40) foot easement, and Terry shall have the right to supervise the spreading of said dirt.

3. Any cattle or livestock escaping from the land of Terry during the time of the construction of the drainage ditch and the removal of the existing fence and until such time as the new fence is completely constructed, shall be the responsibility of Meeks' and/or the County and either of them shall be responsible for any damages suffered by Terry because of the loss of any livestock. Meeks and the County shall use every reasonable effort to prevent any of Terrys' livestock from escaping from his land during the period of construction.

4. Terrys' field consisting of approximately eighteen (18) acres lying to the north of Meeks' land shall also be drained of surface water into the drainage ditch located along the north portion of Meeks' land, and following said ditch to the east and then to the south into the drainage ditch located within the easement herein granted. Such excavations and other work that might be required to drain said field shall be performed by Meeks and/or the County without expense to Terry.

6. The County and/or Meeks shall be responsible for the maintenance of the drainage ditch and agree to save Terry harmless from any liability therefor.

7. This agreement and the easement herein granted shall run with the lands and be for the benefit of and binding upon all parties, their heirs, devisees, executors, administrators, successors and assigns. This agreement shall be placed of record in the office of the Butler County, Ohio, before the transfer of any further lots or lands of Meeks and before the transfer of any lots subdivided out of Lot No. 200 in the Village of Seven Mile so that his grantees have notice of the terms of this agreement.

IN WITNESS WHEREOF, the said DON J. MEEKS AND JEANNE S. MEEKS, his wife, and BRYANT B. TERRY and BARBARA A. TERRY, his wife, have hereunto set their hands on the dates written in the separate acknowledgments set forth below.

Signed and acknowledged  
in the presence of:

[Signature]

Tracy S. Cox

[Signature]

John L. Solos

[Signature]  
Don J. Meeks

[Signature]  
Jeanne S. Meeks

[Signature]  
Bryant B. Terry

[Signature]  
Barbara A. Terry

STATE OF OHIO  
COUNTY OF BUTLER, SS:

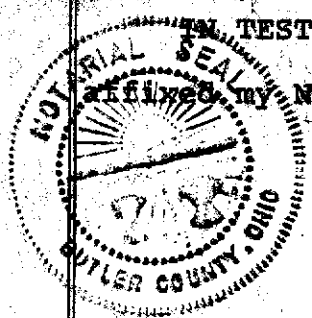
BE IT REMEMBERED, that on the 15<sup>th</sup> day of September 1975, before me, the subscriber, a Notary Public in and for said county, personally came Don J. Meeks and Jeanne S. Meeks, his wife, who acknowledged that they did sign the foregoing Agreement for Ease-

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STATE OF OHIO  
COUNTY OF BUTLER, SS:

BE IT REMEMBERED, that on the 9th day of September 1975, before me, the subscriber, a Notary Public in and for said county, personally came Bryant B. Terry and Barbara A. Terry, his wife, who acknowledged that they did sign the foregoing Agreement for Easement and that the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year aforesaid.



*Ralph A. Henderson*  
NOTARY PUBLIC

Ralph A. Henderson  
Notary Public, State of Ohio  
My Commission Has No Expiration Date

Accepted and Approved:

Butler County Engineer

By: S. M. Revie / WRT  
9-16-75

RECEIVED FOR RECORD  
JEAN M. BLAZER, RECORDER  
BUTLER COUNTY, OHIO

75 SEP 22 PM 1:56

9.23.75 RECORDED RECORD *seed*

This instrument prepared by:

Ralph A. Henderson  
Attorney at Law  
620 Rentschler Bldg.  
Hamilton, Ohio 45011

## EASEMENT FOR ROAD PURPOSES

That Bryant B. Terry and Barbara A. Terry, his wife,  
, THE Grantors,  
for and in consideration of ONE AND 00/100  
 Dollars (\$1.<sup>00</sup>) and other  
good and valuable considerations, to ~~them~~ paid by the  
County of Butler, State of Ohio, the Grantee, as complete compen-  
sation and damage, the receipt whereof is hereby acknowledged, does  
hereby grant, bargain, sell, convey and release to said Grantee, its  
successors and assigns forever, the perpetual easement and right of  
way for public highway, ~~and~~ <sup>and drainage</sup> road/purposes in, upon and over the lands  
hereinafter described, situated in Section 33, Town 3, Range 3  
Wayne Township, Butler County, Ohio, and being more  
fully described as follows:

**J. A. TILTON**  
Butler County Auditor

PARCEL NO. 1

Commencing at the southeast corner of Section 33; thence Due West along the south line of Section 33 and the centerline of Taylor School Road 2656.50 feet to the Grantor's southeasterly property corner and being at Station 18+61.97 on the centerline of Taylor School Road and being the True Point of Beginning for the land herein described; thence Due West continuing along the south line of said section and said centerline 512.54 feet to a point on the Grantor's southwesterly property corner, said point being at Station 13+49.43; thence N 00 degrees 53 min. E along the Grantor's westerly property line 40.00 feet to a point on the proposed right of way line of Taylor School Road, said point being 40.00 feet left of Station 13+50.05; thence Due East along said proposed right of way line 512.54 feet to a point on the Grantor's easterly property line, said point being 40.00 feet left of Station 18+62.59; thence S 00 deg. 53 min. 20 sec. W along said easterly property line 40.00 feet to the point of beginning.

Total	0.471 acres
P.R.O.	0.235 acres
Net	0.236 acres

The above description surveyed by the Butler County Engineer's Office.

This instrument prepared by the Butler County Engineer's Office.

LAW OFFICES  
CONDO, WALSH AND STITSINGER

P. O. BOX 187  
FRONT AND LUDLOW STREETS  
HAMILTON, OHIO 45011

AREA CODE 513  
PHONE 893-4751

GILBERT E. CONDO  
HERBERT A. WALSH  
WILLIAM R. STITSINGER  
H. VINCENT WALSH

September 15, 1975

Butler County Engineer  
Fair Avenue  
Hamilton, Ohio 45011


Gentlemen:

This is to advise Butler County, Ohio that the undersigned being the owner of certain lands in the Village of Seven Mile, Butler County, Ohio, which lands lie immediately West and contiguous to lands of Bryant B. Terry and Barbara A. Terry and across whose land Butler County, Ohio is to construct a drainage ditch in accordance with the easement heretofore granted to the county by Bryant B. Terry and Barbara A. Terry.

Said undersigned do hereby promise and save Butler County, Ohio, harmless for any damages which said Bryant B. Terry and Barbara A. Terry might sustain through the loss of any cattle while said drainage ditch to be constructed by the county and while a new fence on the North side of said drainage ditch is to be completed by the undersigned.

Very truly yours,

  
Don J. Meeks

  
Jeanne S. Meeks

:dc

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever,

And the said Grantors, for themselves and their heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple and have good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons, whomsoever. And for the consideration aforesaid

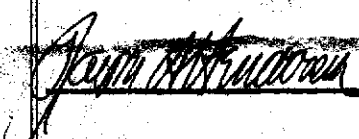
Bryant B. Terry and Barbara A. Terry, his wife,

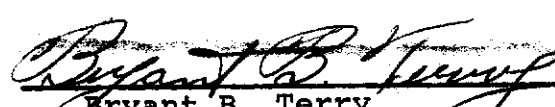
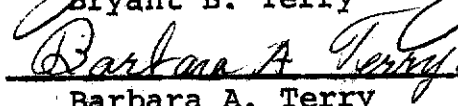
hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF the said Bryant B. Terry and Barbara A. Terry, his wife,

have hereunto set their hands, the 9th day of September in the year of our Lord one thousand nine hundred and seventy-five.

Signed and sealed in presence of:

  
John L. Salva

  
Bryant B. Terry  
  
Barbara A. Terry

STATE OF OHIO.

ss:

Butler County

Before me, a Notary Public in and for said County and State, personally appeared the above named Bryant B. Terry and Barbara A. Terry, his wife,

who acknowledged that they did sign the foregoing instrument and that same is their free act and deed.