

**Chicago Title Insurance Company****COMMITMENT****SCHEDULE A**

Case No. 1191

**EXHIBIT A**

Situated in Deerfield Township, Warren County, Ohio, and being a part of Section 29, Town 4, Range 2, M.R.S., and bounded and described as follows:

Beginning at a point in the center of the Mason-Montgomery Road, at the southwest corner of a 3.40 acre tract as per Deed Book 194, page 225, and running thence with the center of said Road N. 4°09' E. 300 feet to a point, witness an iron rod bears S. 87°14'E. 30 feet; running thence new division line S. 87°14' E. 325 feet to an iron rod in the East line of said 3.40 acre tract; thence with the said East line S. 4°09' W. 300 feet to an iron rod at the Southeast corner of said 3.40 acre tract; thence with the South line of said tract N. 87°14' W. (passing an iron rod at 295 feet) 325 feet to the place of beginning, containing Two and two hundred and thirty five thousandths (2.235) acres, subject to all legal highways.

SAVE AND EXCEPT for the following described real property: Situated in Deerfield Township, Warren County, Ohio, and being a part of Section 29, Town 4, Range 2, M.R.S., and bounded and described as follows:

Beginning at a point in the center of the Mason-Montgomery Road, at the Southwest corner of a 2.235 acre tract as per Deed Book 219, page 209, and running thence with the center of said Road N. 4°09' E. 100 feet to a point, witness an iron rod bears S. 87°14' E. 30 feet; running thence by new division line S. 87°14' E. 325 feet to an iron rod; thence S. 4° 09' W. 100 feet to an iron rod; thence N. 87°14' W. 325 feet to the place of beginning, containing Seven hundred and forty-five thousandths (0.745) of an acre, subject to all legal highways.

ALSO SAVE AND EXCEPT for the following described real property: Situated in Deerfield Township, Warren County, Ohio, and being a part of Section #29, Town 4, Range 2, M.R.S., and bounded and described as follows:

Beginning at a point in the center of the Mason-Montgomery Road, said beginning point bears N. 4° 09' E 100 feet from the Southwest corner of a 2.235 acre tract as per Deed Book 219, page 209. Said beginning point is further witnessed by an iron rod bears S. 87° 14' E. 30 feet; running thence with the center of said road N. 4° 09' E. 100 feet to a point; witness an iron rod bears S. 87° 14' E. 30 feet; thence by new division line S. 87° 14' E 325 feet to an iron rod; thence S. 4° 09' W. 100 feet to an iron rod; thence by new division line N. 87° 14' W 325 feet to the place of beginning, containing seven hundred and forty-five thousandths (0.745) of an acre, subject to all legal highways.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 3 page(s)

Exhibit B

## CONTRACT TO PURCHASE

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2000, between Stephen Suess and Ruth Suess (hereinafter referred to as "Sellers") and the City of Mason, Ohio, a municipal corporation, 202 West Main Street, Mason, Ohio 45040 (hereinafter referred to as "Purchaser").

Sellers agree to sell to Purchaser and Purchaser agrees to purchase from Sellers all property and improvements located at 548 South Mason-Montgomery Road, which includes a house and approximately .745 acres of land, and also identified as Sidwell #16291000030, in the City of Mason, Warren County, Ohio (the "Property"). Purchaser intends to use the Property for municipal purposes.

The purchase and sale shall be completed on the following terms and conditions:

1. Price, Terms of Payment: The purchase price shall be \$160,960 for the Property. Purchaser shall pay the entire purchase price, in cash, at closing.
2. Moving Expense: Purchaser agrees to pay \$4,000 at closing to Sellers for anticipated moving expenses.
3. Possession Following Closing: Purchaser shall be entitled to possession by May 31, 2001. In the event Sellers vacate the property prior to May 31, 2001, Sellers shall provide written notice of vacation and Purchaser shall be entitled to immediate occupancy.
4. Removal of Items: Sellers shall remove any and all items desired, including personal items and fixtures, from Property prior to possession.
5. Conveyance and Closing: Purchaser agrees to pay all conveyance and closing costs. Sellers agree to convey marketable title to the Property by general warranty deed, in fee simple, free, clear and unencumbered, with release of dower, if any, on or before June 30, 2000. Real estate taxes shall be prorated through the date of closing.
6. Risk of Loss: Sellers agree that they will maintain, until the date of closing, fire and extended coverage insurance on the Property in an amount not less than the purchase price. In the event the Property is damaged or destroyed by fire or other casualty prior to closing, the Purchaser shall have the option of (a) accepting the Property in its damaged condition, in which event, Sellers shall assign, in full, the proceeds of the insurance as a result of said damage or destruction, or (b) terminating this contract, in which event, any earnest money given by Purchaser

shall be immediately returned to Purchaser and all obligations of Purchaser and Sellers shall terminate. The risk of loss or damage to the Property by any insurable casualty shall be assumed by Sellers until the date of closing.

- 7. No Brokers: Purchaser and Sellers represent to each other that there are no brokers involved in this transaction that may make a claim for a commission on the sale of the Property.
- 8. Binding Effect: This contract shall be binding upon the heirs, successors and assigns of Purchaser and Sellers.
- 9. Entire Contract: This contract represents the entire agreement between the parties. Any modifications to this contract shall be in writing, signed by both Purchaser and Sellers, and attached to this contract.

WITNESSES:

John Bernard  
[Signature]

SELLER:

[Signature]  
 Stephen Suess

WITNESSES:

John Bernard  
[Signature]

SELLER:

Ruth Suess  
 Ruth Suess

WITNESSES:

\_\_\_\_\_  
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PURCHASER: CITY OF MASON

\_\_\_\_\_  
 Scot F. Lahrmer, City Manager for  
 City of Mason

STATE OF OHIO                    )  
   ) SS:  
 COUNTY OF WARREN            )