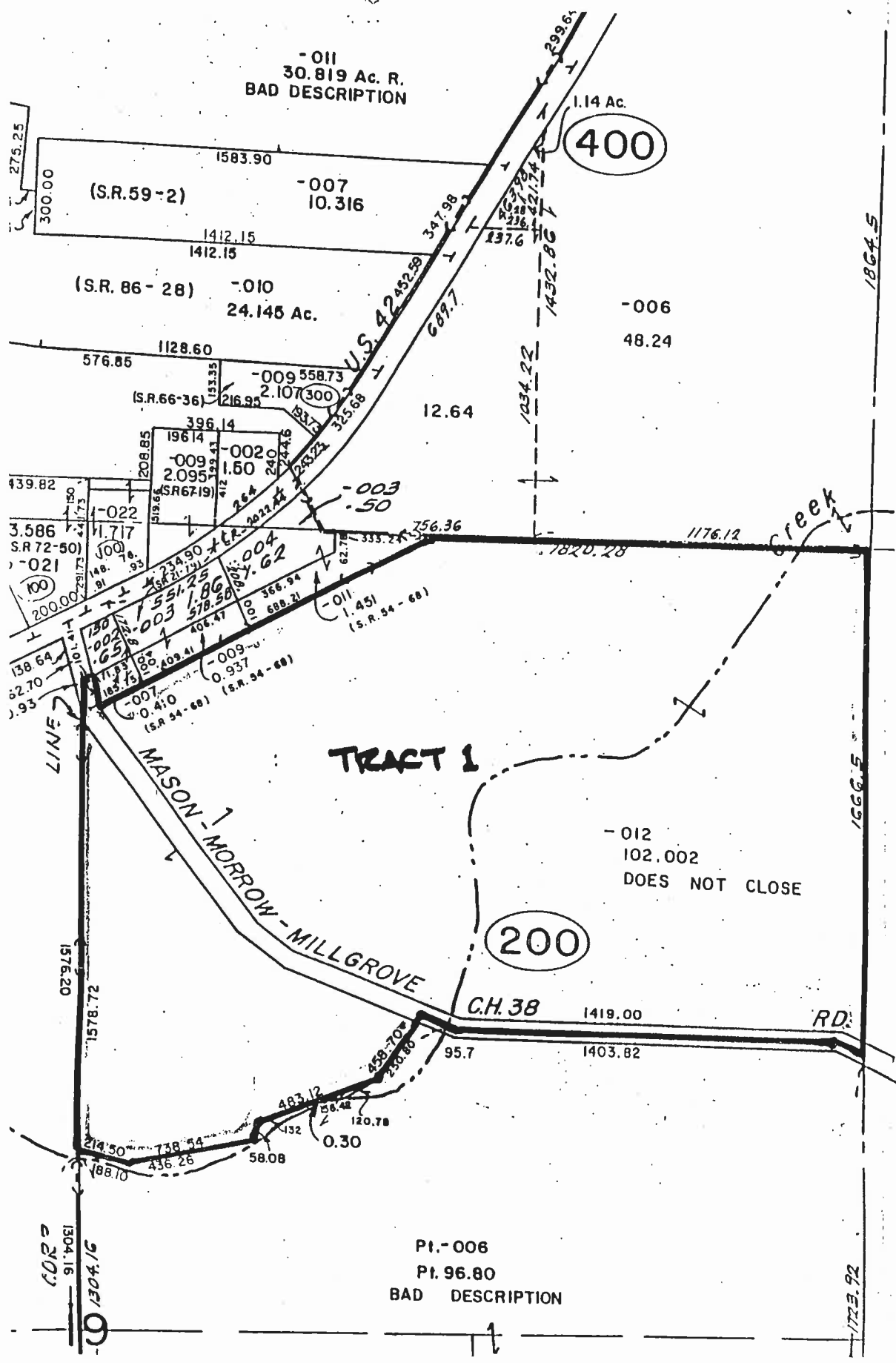


EXHIBIT A



400

200

TRACT 1

MASON-MORROW-MILLGROVE

CH. 38

RD.

Pt. -006
Pt. 96.80
BAD DESCRIPTION

CONTRACT TO PURCHASE

This Contract is entered into this _____ day of _____, 2001, between Adolph F. Biehle and Beverly O. Biehle, Trustees of the Biehle Family Trust, whose address is 3693 Mason-Montgomery Road, Mason, Ohio 45040 (collectively "Seller") and the City of Mason, Ohio, a municipal corporation, 202 W. Main Street, Mason, Ohio 45040 (hereinafter referred to as "Purchaser").

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller property totaling approximately 102 acres located in the City of Mason, Warren County, Ohio, and more specifically described in Exhibit "A", attached hereto and incorporated herein by reference (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.

- a. The purchase price shall be \$29,000.00 an acre, which acreage shall be determined by a survey to be completed by Purchaser at Purchaser's sole cost and expense.
 - i. Purchaser shall deliver to Seller \$50,000.00 as earnest money upon Seller's execution of this Agreement ("Earnest Money"). The Earnest Money shall be applicable to the purchase price and refundable to Purchaser in the event this transaction does not close, other than as a result of a breach by Seller. In the event of a breach by Seller, Purchaser shall retain the Earnest Money as liquidated damages arising from Seller breach. Purchaser and Seller agree that in the event of a Seller's breach, damages would be difficult to ascertain and Purchaser and Seller agree that the liquidated damages set forth herein are fair and reasonable.
 - ii. Purchaser shall pay Seller the balance of the purchase price at closing.
 - iii. Purchaser agrees to reimburse Fred Vonderhaar, who has entered into a verbal agreement with Seller to farm a portion of the subject Property, for any crop damage which occurs as a result of Purchaser's testing and due diligence as set forth herein.
 - iv. Purchaser and Seller agree that the rental being paid to Seller by Fred Vonderhaar in exchange for permission to farm a portion of the Property shall be retained by Seller for crop year 2001.
 - v. Seller will pay any CAUV taxes due for the year of closing and any prior years.

2. Possession Following Closing. Purchaser shall be entitled to possession at closing.

3. Inspections and Right of Entry. Seller hereby extends to Purchaser a right of entry upon the Property for the purpose of conducting any investigations or tests which Purchaser believes are necessary. Following completion of any investigation and/or test, Purchaser shall leave the Property in the same condition as Purchaser found the Property. Purchaser shall be responsible for any damage or disturbance to the Property caused by Purchaser's investigations or tests. The results of all tests and/or inspections shall be satisfactory to Purchaser in Purchaser's sole discretion. Purchaser agrees to complete all investigations and/or tests within sixty (60) days of Seller's execution of this Contract to Purchase ("Due Diligence").

4. Title Examination. Purchaser shall conduct a title examination within thirty (30) days of Seller's execution of this Contract to Purchase ("Title Examination Period"). In the event Purchaser's title examination reveals any matters of title as unacceptable to Chicago Title Insurance Company, Purchaser shall provide Seller written notice of same within the Title Examination Period. Thereafter, Seller shall have ten (10) days to notify Purchaser of Seller's intention to remedy the title defects. In the event that Seller elects not to remedy the title defects, Purchaser may elect to either terminate this Contract, in which case this Contract shall immediately become null and void and all parties shall be released from further obligation thereunder and the Earnest Money shall be returned to Purchaser immediately. In the alternative, Purchaser may elect to go forward with the transaction on the terms and conditions set forth herein, without reduction in the purchase price as a result of the title defect.

5. Conveyance and Closing. Purchaser agrees to pay all conveyance and closing costs. Seller agrees to convey marketable title to the Property by general warranty deed, in fee simple, free, clear and unencumbered, on or before November 1, 2001 ("Closing Date"), or at such other time as agreed upon by the parties. Real estate taxes shall be prorated through the date of closing.

6. No Brokers. Purchaser and Seller represent to each other that there are no brokers involved in this transaction who may make a claim for a commission on the sale of the Property.

7. Binding Effect. This contract shall be binding upon the heirs, successors and assigns of Purchaser and Seller.

8. Assignability. The rights and duties created under this Contract to Purchaser shall be assignable to either part. In such event, written notice shall be provided to the non-assigning party of the assignment.

9. Occupation. Seller and Purchaser agree that Seller's son may continue to occupy the house on the Property for a period of nine (9) months of the date of closing. Seller acknowledges and agrees that their son shall continue to pay monthly rent in the amount of Two Hundred Dollars (\$200.00) to Purchaser following closing, and agree to obtain the son's written consent to continuation of the rent payment to Purchaser for the period set forth herein.

10. Governing Law. This contract and its terms shall be governed by the laws of the State of Ohio.

11. Interpretation. Both parties and their counsel have had an opportunity to review this contract and the contract shall be construed and interpreted as if drafted by the parties and neither party shall be entitled to a presumption in interpretation.

12. Annexation Petition. Seller agrees to cooperate with Purchaser relative to Purchaser's filing and prosecution of a petition to annex the Property into the City of Mason. Purchaser agrees to assume all costs of the filing and prosecution of the annexation action.

13. 1031 Exchange. Sellers may elect to sell the Property through an I.R.C. Section 1031 Like Kind Exchange. In such event, Purchaser agrees to cooperate with Seller on Seller's exchange. Seller agrees to assume all costs associated with the 1031 Exchange. Seller further represents and warrants that the 1031 Exchange will in no way delay the closing contemplated hereunder.

14. 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 Seller, and attached to this contract.

WITNESSES:

Samuel Williams
Paula Henderson

SELLER: Biehle Family Trust

BY: Adolph F. Biehle, Trustee
Adolph F. Biehle, Trustee

BY: Beverly O. Biehle, Trustee
Beverly O. Biehle, Trustee

PURCHASER: CITY OF MASON

BY: _____
Scot F. Lahrmer, City Manager

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED that on this 17th day of July, 2001, before me, the subscriber, a Notary Public in and for said County and State, personally came Adolph F. Biehle, Trustee, and Beverly O. Biehle, Trustee, of the Biehle Family Trust, and acknowledged the signing of the foregoing instrument, 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 first above written.

Samuel Williams
Notary Public
My Commission Expires: 7/27/2002



STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED that on this _____ day of _____, 2001, before me, the subscriber, a Notary Public in and for said County and State, personally came Scot F. Lahrmer, the City Manager of the City of Mason, who acknowledged that he did sign said instrument as such officer on behalf of said City and by authority of the City Council; that said instrument was signed as his free act and deed individually, and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

Notary Public
My Commission Expires: _____