

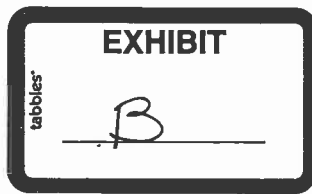
EXHIBIT
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The City of Mason, Ohio

— Roads — Parcel Boundaries

BARTLETT PROPERTY SCALE 1" = 100' City of Mason Engineering, Building & Planning Department



DRAFT

CONTRACT TO PURCHASE

This Contract is entered into this _____ day of _____ 2001, between Christopher G. Bartlett (hereinafter referred to as "Seller") 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 Seller a vacant lot located adjacent to 204 Kings Mills Road, which includes .8200 acres of land, and also identified as Sidwell #16301770080, 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 \$14,000 for the Property. Purchaser shall pay the entire purchase price, in cash, at closing.
2. Possession Following Closing: Purchaser shall be entitled to possession by December 31, 2001.
3. Conveyance and Closing: Seller 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 December 31, 2001. Real estate taxes shall be prorated through the date of closing.
4. No Brokers: Purchaser and Seller 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.
5. Binding Effect: This contract shall be binding upon the heirs, successors and assigns of Purchaser and Seller.
6. 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:

SELLER:

Christopher G. Bartlett

WITNESSES:

PURCHASER: CITY OF MASON

Scot F. Lahrmer, City Manager for
City of Mason

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 Christopher G. Bartlett, and acknowledged the signing of the foregoing instrument, and that the same is his voluntary act and deed.

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

Notary Public

My Commission Expires: _____

STATE OF _____)
) 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.