



## Exhibit A

Being part of Lot #274 as shown on the revised plat of the Village of Mazon, Warren County, Ohio, adopted December 1890 and more particularly described as follows:

16-36-431-001 *gm*

Beginning at a point in the east line of Section 36 in the Montgomery Pike at the southeast corner of said Lot #274; thence with the south line of said Lot #274 N. 85 deg 48 min. W. passing an iron pin at 35 feet and another at 2.04 chains to the southeast corner of Lot #275 of said Village; thence North with the east line of said Lot #279 a distance of 60 feet to a point; thence S. 85 deg. 48 min. E. to a point in the east line of Section 36 in the Montgomery Pike; thence S. 3 deg. 45 min. W. 60 feet to the place of beginning, containing approximately 1/4 of an acre, more or less.

## CONTRACT TO PURCHASE

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, between Hubert Harrell & Janet V. Harrell (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 Seller all property and improvements located at 129 Mason-Montgomery, which includes a house and approximately 0.222 acres of land, also identified as Sidwell #16-36-431-001, and more particularly described as Exhibit "A" 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 \$94,000.00 for the Property. Purchaser shall pay the entire purchase price, by check, at closing.
2. **Possession Following Closing:** Purchaser shall be entitled to possession by July 1, 2001. In the event Sellers vacate the property prior to July 1, 2001, Sellers shall provide written notice of vacation and Purchaser shall be entitled to immediate occupancy.
3. **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 April 30, 2001. Real estate taxes shall be prorated through the date of closing.
4. **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.
5. **Utilities:** Sellers agree to pay all gas, electric, water, sewer, and trash pick up utilities, etc. up to the possession date of July 1, 2001.
6. **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.
7. **Binding Effect:** This contract shall be binding upon the heirs, successors and assigns of Purchaser and Sellers.

8. **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:

\_\_\_\_\_  
\_\_\_\_\_

SELLER:

\_\_\_\_\_  
HUBERT HARRELL

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SELLER:

\_\_\_\_\_  
JANET V. HARRELL

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 Hubert Harrell and Janet V. Harrell, husband and wife, 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 affixed my notarial seal on the day and year first above written.

Notary Public

My Commission Expires \_\_\_\_\_