

CONTRACT TO PURCHASE

This Contract is entered into this 18th day of May, 2001, between Lyle Castle (hereinafter referred to as "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 convey to Purchaser and Purchaser agrees to purchase from Seller property totaling approximately 120 acres located in 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 conveyance shall be completed on the following terms and conditions:

1) Price Terms of Payment.

a) The purchase price shall be \$10,000.00 an acre for 120 acres purchased by the City which acreage shall be determined by a survey to be completed by Purchaser at Purchaser's sole cost and expense. Purchaser intends to use the 120-acre parcel for park use and athletic fields, including, without limitation, baseball and soccer fields.

i) Purchaser shall deliver to Seller \$10,000.00 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 Purchaser.

ii) Purchaser shall pay Seller the balance of the purchase price at closing less any credits Purchaser is to receive pursuant to the terms of this Contract.

b) Seller agrees to donate an additional five acres to the City of Mason upon the following terms and conditions:

i) The five acres, including the residence and selected outbuildings, would be reserved for the use of Judge Lyle Castle during his lifetime. During that time, the Purchaser would have an overall maintenance responsibility for the five-acre tract. Purchaser's responsibility would include repair, maintenance of the improvements located on the property, mowing the grass and maintaining the appearance of the property. Purchaser shall be entitled to replace the wooden fence at Purchaser's discretion.

ii) Upon the death of Seller, Purchaser will use the residence located on the five-acre tract for City purposes and in a manner deemed beneficial to the City. Purchaser will maintain the residence so long as said maintenance is architecturally and fiscally prudent.

iii) Upon the death of Seller, Purchaser shall name the five-acre tract as the "Kathleen Bevan Castle Park" as an official act of the City of Mason.

2) Possession Following Closing.

- a) Purchaser shall be entitled to possession of the 120-acre parcel at closing.
- b) Purchaser shall be entitled to enter the 5-acre parcel to perform its maintenance and repair obligations at closing.

3) Conveyance and Closing.

- a) Purchaser agrees to pay all conveyance and closing costs. Seller agrees to convey marketable title to the 120-acre parcel by general warranty deed, in fee simple, free, clear and unencumbered, on or before June 1, 2001 or at such other time as agreed upon by the parties.
- b) Seller agrees to convey marketable title to the five-acre parcel by general warranty deed, in fee simple, free, clear and unencumbered, reserving unto Seller, a life estate in the five-acre parcel, on or before June 1, 2001, or at such other time as agreed upon by the parties. Real estate taxes shall be prorated through the date of closing.
- c) Real estate taxes on the 120-acre parcel shall be prorated through the date of closing.
- d) Real estate taxes on the five-acre parcel shall be the responsibility of the Purchaser.

4) Reconfiguration of Property. Seller agrees to fully cooperate with Purchaser, to the extent Seller's involvement is required, in the surveying of the property and configuration to create the 120-acre parcel and the five-acre parcel referenced herein. All survey work to be performed shall be performed at the Purchaser's expense.

5) Barn Use. Seller agrees to make available to the Purchaser for its exclusive use the largest barn and such other outbuildings as will become available consistent with the reasonable use of said outbuilding by the Seller.

6) Required Consents. Seller acknowledges and understands that the City Manager executing this document on behalf of the City of Mason is doing so subject to the approval of this Contract and its terms by the Council of the City of Mason. The signature of the City Manager and the binding nature of this Contract is contingent upon the required approval from the City of Mason City Council.

7) 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.

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

ADDENDUM TO CONTRACT TO PURCHASE

The Contract to Purchase, by and between Lyle Castle ("Seller") and the City of Mason, Ohio ("Purchaser"), dated May 5, 2001, is hereby amended effective this ^{28th} day of ~~May~~ ^{JUNE}, 2001.

Seller entered into a verbal agreement authorizing Mr. Schappacher, a tenant farmer, to farm Seller's property, which is the subject of the Contract to Purchase (the "Property") for the 2001 crop year.

Purchaser has agreed to honor the Seller's verbal commitment to Mr. Schappacher for the crop year 2001.

In witness whereof, and in consideration of the foregoing, Purchaser and Seller agree as follows:

1. Purchaser agrees to allow and to not interfere with Mr. Schappacher for and during the crop year 2001 ending on or before December 31, 2001.
2. Seller agrees that upon closing, all amounts paid to Seller by Mr. Schappacher shall be prorated with Purchaser based upon the crop year 2001. Seller further represents and warrants that he has made no additional verbal or written agreements regarding the right to use or farm the Property other than as outlined herein.

All other terms and conditions of the Contract to Purchase shall remain in full force and effect unless modified herein.

IN WITNESS WHEREOF, the undersigned parties have entered into this Addendum to the Contract to Purchase effective on the date first set forth above.

CITY OF MASON

BY: Scot F. Lahrmer
Scot F. Lahrmer

TITLE: City Manager

Lyle Castle
Lyle Castle