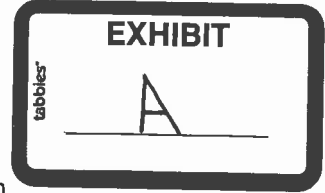




engineers
planners
architects
surveyors

www.bayerbecker.com

6900 Tylersville Road, Suite A
Mason, OH 45040
P.513.336.6600
f.513.336.9365



November 27, 2002

DESCRIPTION:

Cox-Smith Road Dedication
Remainder
4.013 Acres

LOCATION:

City of Mason
Warren County, Ohio

Situated in Section 24, Town 4, Range 2, City of Mason, Warren County, Ohio and being part of an original 4.434 acre parcel owned by Armour McKelvey and Constance C. Pugh as recorded in O.R. 1179, Page 847 of the Warren County Recorder's Office containing 4.013 acres of land being further described as follows:

Begin at the most southerly corner of Lot #78 of Quailwood Farms Subdivision, Block "C" as recorded in Plat Book 19 Page 97;

- thence from the true point of beginning, departing said Lot #78, South 04°00'00" East, 70.28 feet;
- thence with the proposed northerly right of way of Cox-Smith Road the following 2 courses: with a curve to the left, having a radius of 255.00 feet, an arc length of 101.10 feet, (chord= South 43°32'01" West, 100.44 feet);
- thence with a curve to the right, having a radius of 195.00 feet, an arc length of 176.34 feet, (chord= South 58°04'53" West, 170.39 feet);
- thence departing said northerly right of way, South 06°00'45" East, 30.00 feet to the centerline of said Cox-Smith Road;
- thence with said centerline the following 2 courses: South 83°59'15" West, 633.00 feet;
- thence South 49°19'05" West, 98.12 feet;
- thence departing said centerline, North 00°32'00" West, 363.26 feet to the northeast corner of Lot #67 of Quailwood Farms Subdivision, Block "B" as recorded in Plat Book 10 Page 74;
- thence with the southerly line of Quailwood Farms Subdivision, North 89°28'00" East, 690.60 feet to the true point of beginning containing 4.013 acres of land, subject to all easements and rights-of-way of record.

Remainder



engineers
planners
architects
surveyors

www.bayerbecker.com

6900 Tylersville Road, Suite A
Mason, OH 45040
P.513.336.6600
f.513.336.9365

Exhibit "D"

December 12, 2002

DESCRIPTION:

Cox-Smith Road Dedication
Right of way to be Vacated
0.012 Acres

LOCATION:

City of Mason
Warren County, Ohio

Situated in Section 24, Town 4, Range 2, City of Mason, Warren County, Ohio and being part of an original 4.434 acre parcel owned by Armour McKelvey and Constance C. Pugh as recorded in O.R. 1179, Page 847 of the Warren County Recorder's Office and part of the existing right of way of Cox-Smith Road containing 0.012 acres to be vacated and being further described as follows:

Begin at a point found by measuring from the most southerly corner of Lot #78 of Quailwood Farms Subdivision, Block "C" as recorded in Plat Book 19, Page 97; thence, departing said Lot #78, South 04°00'00" East, 70.28 feet to the true point of beginning;

- thence from the true point of beginning, with a curve to the left, having a radius of 255.00 feet, an arc length of 36.76 feet, (chord= South 50°45'41" West, 36.73 feet);
- thence North 04°00'00" West, 24.04 feet;
- thence North 71°17'12" East, 31.02 feet;
- thence South 04°00'00" East, 10.72 feet to the true point of beginning containing 0.012 acres of land.

DEC 12



engineers
planners
architects
surveyors

www.bayerbecker.com

6900 Tylersville Road, Suite A
Mason, OH 45040
P.513.336.6600
f.513.336.9365

November 27, 2002

DESCRIPTION:

Cox-Smith Road Dedication
Right of Way
0.421 Acres

LOCATION:

City of Mason
Warren County, Ohio

Situated in Section 24, Town 4, Range 2, City of Mason, Warren County, Ohio and being part of an original 4.434 acre parcel owned by Armour McKelvey and Constance C. Pugh as recorded in O.R. 1179, Page 847 of the Warren County Recorder's Office containing 0.421 acres of land being further described as follows:

Begin at a point found by measuring from the most southerly corner of Lot #78 of Quailwood Farms Subdivision, Block "C" as recorded in Plat Book 19, Page 97; thence, departing said Lot #78, South 04°00'00" East, 70.28 feet the proposed northerly right of way of Cox-Smith Road and the true point of beginning;

- thence from the true point of beginning thus found, continuing South 04°00'00" East, 169.72 feet to a corner in Lot #2 of Bay Pointe, Section 2 as recorded in Plat Book 23, Page 35;
- thence South 83°59'15" West, 223.74 feet to the centerline of said Cox-Smith Road;
- thence departing said centerline, North 06°00'45" West, 30.00 feet to the existing northerly right of way of said Cox-Smith Road;
- thence departing said existing right of way, with the proposed right of way, the following 2 courses: with a curve to the left, having a radius of 195.00 feet, an arc length of 176.34 feet, (chord= North 58°04'53" East, 170.39 feet);
- thence with a curve to the right, having a radius of 255.00 feet, an arc length of 101.10 feet, (chord= North 43°32'01" East, 100.44 feet) to the true point of beginning containing 0.421 acres of land, subject to all easements and rights-of-way of record.

0:\01\01\W044\Legal\01\W044-0-421Ac.coc

700 Nilles Road
Fairfield, OH 45014

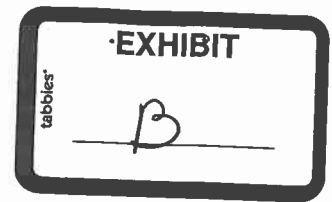
14 East Eighth Street
Covington, KY 41011

6900 Tylersville Road
Mason, OH 45040

777 Eads Pkwy., Suite C
Lawrenceburg, IN 47025

Exhibit C - to be released

PURCHASE CONTRACT



This Purchase Contract is between Armour M. Pugh and Constance C. Pugh, husband and wife (“Owner”) and the City of Mason, Ohio, an Ohio Municipal Corporation (the “City”).

Owner owns the entirety of the Property located at 5501 Cox-Smith Road, Mason, Ohio 45040, (the “Property”), also identified as Parcel No. 16-24-128-001, of Official Record O.R. 1179 Pg. 847, of the Warren County Auditor’s Office records and more specifically described as in Exhibit “A” attached hereto and incorporated herein by reference. The City desires to acquire additional road right of way along a portion of the frontage of the Property for the purpose of improving Cox-Smith (the “Roadway Project”). The portion of the Property the City desires to acquire by warranty deed is known as the Armour M. Pugh and Constance C. Pugh property and being 0.421 acres, (the “Parcel”) as illustrated on Exhibit “B” and as described in the Legal Description shown on Exhibit “C”. The City further wishes to vacate a portion of said road and being 0.012 acres, “Vacated Property” as illustrated on Exhibit “B” and as described in the Legal Description shown on Exhibit “D,” and thus return the ownership of said property to Armour M. Pugh and Constance C. Pugh.

Wherefore, for Thirty-Four Thousand Dollars (\$34,000.00) and other good and valuable consideration the Owner and the City agree as follows:

1. Sale of Land:

Owner agrees to sell to the City for \$34,000.00 (“the “purchase price”) the Parcel, which is illustrated and described more fully on Exhibits “B” and “C” attached hereto and made a part hereof.

The Parcel shall be free and clear of all encumbrances except easements, restrictions, covenants and agreements of record that do not interfere with the City’s use of the Parcel for the Roadway Project. The City shall search the title to the Property and if the Owner has any mortgages on the Property the City shall be responsible for obtaining partial releases for such mortgages for the Parcel. Owner will cooperate with the City in obtaining such partial releases and agrees that if the mortgage requires, all or a portion of the purchase price shall be paid to the mortgagee.

Owner shall transfer title to the Parcel by recorded Plat, with release of dower, if applicable. The City shall pay the cost of: title search, plat of survey for Parcel, vacated property survey and legal description, deed and document preparation, transition recording costs, and any transfer fees.

2. Additional Consideration:

a. Vacation of Right-of-Way:

As additional consideration to Owners, the City shall vacate a 0.012 acres portion of Cox-Smith Road, as illustrated on Exhibit "B" and as described in the Legal Description shown on Exhibit "D."

b. Express Easement:

As additional consideration to the City for the payment of the Purchase Price above, Owners shall grant the City an Express Easement as set forth on the attached Exhibit "B." Said Express Easement shall be temporary, and shall continue to exist uninterrupted throughout the duration of, and for the sole purpose of the Roadway Project until such time as the Roadway Project is complete.

c. In the case of a Parcel acquisition, the City agrees to provide and to be used by Owner, if necessary, a new legal description of the Property that remains after the City purchases the parcel (Residual Legal Description).

3. Setback:

The City agrees that the acquisition of the frontage Parcel shall not impact setback conditions or requirements for Owner's property.

4. Landscaping Compensation:

Compensation for landscaping is included in the "purchase price".

5. No Notice:

Owner represents to the City that it has not received any notices from any governmental agency that the property violates any laws concerning hazardous substances and Owner states to the best of its knowledge, without investigation, the Parcel does not contain any underground storage tanks and has not been used for the storage or disposal of any hazardous or regulated materials or substances. City does not seek environmental warranties from Owner regarding the Parcel.

6. Closing and Possession:

The City shall close on the sale of the Parcel within 60 days from the date this Contract is signed by both parties, subject to an additional 30-day extension at the City's option if such extension is necessary for completion of all survey work, or this Contract shall be null and void. Owner agrees to close on the sale of the Parcel within 10 days of receiving notice from the City that it is ready to close. Possession of the Parcel shall be given to the City on the date of the closing.

7. Entire Agreement:

This Contract is the entire Agreement of the parties and no verbal promises or representations made by any one on behalf of the City to the Owner shall be binding upon the City, unless expressly included in this Contract.

8. Binding Effect:

The term Owner shall include all of the current record title holders of the Property, regardless of whether all, if there are more than one, sign this Contract, and shall bind the heirs, successors, assigns, executors and administrators of the Owner.

9. Addresses:

For the purpose of notices under this Contract, the following are the correct addresses and contact persons, unless changed by the party.

Owner: Name: Armour M. Pugh & Constance C. Pugh
 Address: 5501 Cox-Smith Road
 Mason, Ohio 45040
 Telephone No. 513-398-5633
 Taxpayer ID Number

City: Name: Scot Lahrmer, City Manager
 City of Mason
 Address: 6000 Mason-Montgomery Road
 Mason, Ohio 45040
 Telephone No. 513-229-8500
 Facsimile: 513-229-8501

10. Miscellaneous:

All terms shall refer to the masculine, feminine, neuter, singular and plural as the identity of the persons, entities or subject matter may require.

This Contract has been entered into as of the last date below:

Witness:

1. Ashley Pugh
Ashley Pugh
Print Name

Owner:

ARMOUR M. PUGH
By: ARMOUR M. PUGH
Print Name

HUSBAND OWNER
Title:

12-19-02
Date:

2. Richard J. Fair
Richard J. Fair
Print Name

CONSTANCE C. PUGH
By: CONSTANCE C. PUGH
Print Name

WIFE OWNER
Title:

12-19-02
Date:

Witness:

1. Michael E. Hecker
Michael E. Hecker
Print Name

City of Mason:

Scott F. Lahmer
By: Scott F. Lahmer
Print Name

City Manager
Title:

12/19/02
Date:

2. Joan Bernard
JOAN BERNARD
Print Name

Jennifer Hest
By: Jennifer Hest
Print Name

Finance Director
Title:

12/19/02
Date:

Timothy A. Gandy Date: 12/19/02
Approved as to form:

Legal Counsel for the City of Mason, Ohio