



BORIS BERGER,
TRUSTEE

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CITY OF
MASON

CONTRACT TO PURCHASE

This Contract is entered into this 11 day of ~~August~~ SEPTEMBER, 2003, between Boris Berger, Trustee, (hereinafter referred to as "Seller") and the City of Mason, Ohio, a municipal corporation, 6000 Mason-Montgomery Road, Mason, Ohio 45040 (hereinafter referred to as "Purchaser").

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all property and improvements located at US 42 at Hanover Drive, Mason, Ohio, which includes approximately .71 acres of land on the north side of Hanover Drive, and also identified as Sidwell #16-30-226-038 and approximately 5.105 acres of land on the south side of Hanover Drive and also identified as Sidwell #16-30-127-018, both parcels in the City of Mason, Warren County, Ohio (the "Property"). Purchaser intends to use the Properties 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 \$235,000 for the Properties. Purchaser shall pay the entire purchase price, in cash, at closing.
2. Earnest Money: Purchaser shall deliver to Seller \$5,000 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 the Purchaser in the event this transaction does not close.
3. Possession Following Closing: Purchaser shall be entitled to possession by November 1, 2003.
4. Removal of Items: Seller shall remove any and all items desired, including personal items and fixtures, from Properties prior to possession.
5. Conveyance and Closing: Purchaser agrees to pay all conveyance and closing costs. Seller agrees to convey marketable title to the Properties by general warranty deed, in fee simple, free, clear and unencumbered, with release of dower, if any, on or before November 1, 2003. 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 that may make a claim for a commission on the sale of the Properties.
7. Binding Effect: This contract shall be binding upon the heirs, successors and assigns of Purchaser and Seller.
8. Disclosure: Purchaser acknowledges both Properties may contain flood plain.

9. 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:

Joan Bernard

SELLER:

Boris Berger TRUSTEE
Boris Berger, Trustee

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 11 day of SEPTEMBER, 2003, before me, the subscriber, a Notary Public in and for said County and State, personally came Boris Berger, Trustee, 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.

Joan Bernard
Notary Public

JOAN BERNARD
My Commission Expires Notary Public, State of Ohio
My Commission Expires May 8, 2005

