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Exhibit "A"
1 of 5

700 Nilles Road
Fairfield, OH 45014
P. 513.829.2149
F. 513.829.2457

fairfield@bayerbecker.com

County Warren
City of Mason
Western Row & Snider Roadway
Improvement Plans

LEGAL DESCRIPTION

PARCEL NO. 23-WD

OWNER: Royalmont Academy Incorporated
TYPE OF INTEREST: Warranty Deed

Situated in Section 34, Town 4E, Range 2N, City of Mason, Warren County, State of Ohio, and being a 0.095 acre tract of land in part of the lands of the Royalmont Academy Incorporated as recorded in Deed Book 2598, Page 319 of the Warren County Ohio Records and further described as follows:

Beginning at a point found by measuring from the Northwest corner of aforementioned Section 34, along the Northerly line of said section, South 88°56'05" East, 921.12 feet to a point in the Westerly line of the aforementioned lands of the Royalmont Academy Incorporated and 14.47 feet left of centerline station 19+71.43 of the Construction and Survey Centerline of Western Row Road and the true point of beginning;

- thence from the point of beginning thus found, continuing along said section line, South 88°56'05" East, 68.88 feet to a point in the Easterly line of the aforementioned lands of the Royalmont Academy Incorporated;
- thence leaving said section line, along said Easterly line, South 05°24'36" West, 60.17 feet;
- thence leaving said Easterly line, North 88°56'05" West, 68.62 feet to a point in the aforementioned Westerly line of the lands of the Royalmont Academy Incorporated;
- thence along said Westerly line, North 05°09'55" East, 60.15 feet to the point of beginning containing 4125.07 square feet or 0.095 acres of land of which 0.047 acres are present road occupied.

Owner claims title by instrument of record in Official Records 2598, Page 319 recorded in the Warren County Ohio Records. Auditors Parcel No. 16-34-100-004

The above description is based upon a survey of the Construction and Survey Centerline of Western Row Road by Bayer-Becker, under the direction of Todd K. Turner, Registered Surveyor #7684 in the State of Ohio.



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LEGAL DESCRIPTION

PARCEL NO. 23-T

OWNER: Royalmont Academy Incorporated

TYPE OF INTEREST: Temporary Right-Of-Way Easement For Roadway Construction & Grading

Situated in Section 34, Town 4E, Range 2N, City of Mason, Warren County, State of Ohio, and being a 0.016 acre tract of land in part of the lands of the Royalmont Academy Incorporated as recorded in Deed Book 2598, Page 319 of the Warren County Ohio Records and further described as follows:

Beginning at a point found by measuring from the Northwest corner of aforementioned Section 34, along the Northerly line of said section, South 88°56'05" East, 921.12 feet to a point in the Westerly line of the aforementioned lands of the Royalmont Academy Incorporated; thence leaving said Northerly line, along said Westerly line, South 05°09'55" West, 60.15 feet to a point 45.49 feet right of centerline station 19+66.56 of the Construction and Survey Centerline of Western Row Road and the true point of beginning;

thence from the point of beginning thus found, leaving said Westerly line, South 88°56'05" East, 68.62 feet to a point in the Easterly line of the aforementioned lands of the Royalmont Academy Incorporated;

thence along said Easterly line, South 05°24'36" West, 10.03 feet;

thence leaving said Easterly line, North 88°56'05" West, 68.58 feet to a point in the aforementioned Westerly line of the lands of the Royalmont Academy Incorporated;

thence along said Westerly line, North 05°09'55" East, 10.03 feet to the point of beginning containing 686.01 square feet or 0.016 acres of land.

Owner claims title by instrument of record in Official Records 2598, Page 319 recorded in the Warren County Ohio Records. Auditors Parcel No. 16-34-100-004

The above description is based upon a survey of the Construction and Survey Centerline of Western Row Road by Bayer-Becker, under the direction of Todd K. Turner, Registered Surveyor #7684 in the State of Ohio.

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700 Nilles Road
Fairfield, OH 45014

14 East Eighth Street
Covington, KY 41011

6900 Tylersville Road
Mason, OH 45040

777 Eads Hwy., Suite C
Lawrenceburg, IN 47025



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LEGAL DESCRIPTION

PARCEL NO. 24-WD

OWNER: Royalmont Academy Incorporated
TYPE OF INTEREST: Warranty Deed

Situated in Section 34, Town 4E, Range 2N, City of Mason, Warren County, State of Ohio, and being a 0.275 acre tract of land in part of the lands of the Royalmont Academy Incorporated as recorded in Deed Book 2598, Page 319 of the Warren County Ohio Records and further described as follows:

Beginning at a point found by measuring from the Northwesterly corner of aforementioned Section 34, along the Northerly line of said section, South 88°56'05" East, 990.00 feet to a point in the Westerly line of the aforementioned lands of the Royalmont Academy Incorporated and 13.81 feet left of centerline station 20+40.30 of the Construction and Survey Centerline of Western Row Road and the true point of beginning;

- thence from the point of beginning thus found, continuing along said section line, South 88°56'05" East, 200.00 feet to a point in the Easterly line of the aforementioned lands of the Royalmont Academy Incorporated;
- thence leaving said section line, along said Easterly line, South 05°24'35" West, 60.17 feet;
- thence leaving said Easterly line, North 88°56'05" West, 200.00 feet to a point in the aforementioned Westerly line of the lands of the Royalmont Academy Incorporated;
- thence along said Westerly line, North 05°24'36" East, 60.17 feet to the point of beginning containing 11,999.81 square feet or 0.275 acres of land of which 0.138 acres are present road occupied.

Owner claims title by instrument of record in Deed Book 2598, Page 319 recorded in the Warren County Ohio Records. Auditors Parcel No. 16-34-100-005.

The above description is based upon a survey of the Construction and Survey Centerline of Western Row Road by Bayer-Becker, under the direction of Todd K. Turner, Registered Surveyor #7684 in the State of Ohio



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LEGAL DESCRIPTION

PARCEL NO. 24-UE

OWNER: Royalmont Academy Incorporated
TYPE OF INTEREST: Utility Easement

Situated in Section 34, Town 4E, Range 2N, City of Mason, Warren County, State of Ohio, and being a 0.003 acre tract of land in part of the lands of the Royalmont Academy Incorporated as recorded in Deed Book 2598, Page 319 of the Warren County Ohio Records and further described as follows:

Beginning at a point found by measuring from the Northwesterly corner of aforementioned Section 34, along the Northerly line of said section, South 88°56'05" East, 990.00 feet to a point in the Westerly line of the aforementioned lands of the Royalmont Academy Incorporated; thence leaving said Northerly line, along said Westerly line, South 05°24'36" West, 60.17 feet; thence leaving said Westerly line, South 88°56'05" East 126.51 feet to a point 47.34 feet right of centerline station 21+61.68 of the Construction and Survey Centerline of Western Row Road and the true point of beginning;

thence from the point of beginning thus found, South 88°56'05" East, 10.02 feet;
thence South 02°53'57" East, 12.84 feet;
thence South 87°06'03" West, 10.00 feet;
thence North 02°53'57" West, 13.53 feet to the point of beginning containing 131.83 square feet or 0.003 acres of land.

Owner claims title by instrument of record in Deed Book 2598, Page 319 recorded in the Warren County Ohio Records. Auditors Parcel No. 16-34-100-005

The above description is based upon a survey of the Construction and Survey Centerline of Western Row Road by Bayer-Becker, under the direction of Todd K. Turner, Registered Surveyor #7684 in the State of Ohio.



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LEGAL DESCRIPTION

PARCEL NO. 24-T

OWNER: Royalmont Academy Incorporated

TYPE OF INTEREST: Temporary Right-Of-Way Easement For Roadway Construction & Grading

Situated in Section 34, Town 4E, Range 2N, City of Mason, Warren County, State of Ohio, and being a 0.046 acre tract of land in part of the lands of the Royalmont Academy Incorporated as recorded in Deed Book 2598, Page 319 of the Warren County Ohio Records and further described as follows:

Beginning at a point found by measuring from the Northwesterly corner of aforementioned Section 34, along the Northerly line of said section, South 88°56'05" East, 990.00 feet to a point in the Westerly line of the aforementioned lands of the Royalmont Academy Incorporated; thence leaving said Northerly line, along said Westerly line, South 05°24'36" West, 60.17 feet to a point 46.14 feet right of centerline station 20+35.17 of the Construction and Survey Centerline of Western Row Road and the true point of beginning;

thence from the point of beginning thus found, leaving said Westerly line, South 88°56'05" East, 200.00 feet to a point in the Easterly line of the aforementioned lands of the Royalmont Academy Incorporated;

thence along said Easterly line, South 05°24'35" West, 10.03 feet;

thence leaving said Easterly line, North 88°56'05" West, 200.00 feet to a point in the aforementioned Westerly line of the lands of the Royalmont Academy Incorporated;

thence along said Westerly line, North 05°24'36" East, 10.03 feet to the point of beginning containing 1999.97 square feet or 0.046 acres of land.

Owner claims title by instrument of record in Deed Book 2598, Page 319 recorded in the Warren County Ohio Records. Auditors Parcel No. 16-34-100-005

The above description is based upon a survey of the Construction and Survey Centerline of Western Row Road by Bayer-Becker, under the direction of Todd K. Turner, Registered Surveyor #7684 in the State of Ohio.

**CONTRACT FOR SALE AND
PURCHASE OF REAL PROPERTY**

**PARCEL(S): 16-34-100-005
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and Royalmont Academy [hereinafter "Seller"; "Seller" includes all of the foregoing named persons or entities, and, if applicable, their respective spouses, each of whom hereby agrees to relinquish and release to Purchaser all of his or her rights, interests, and expectancies of dower in the hereinafter described real property].

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$10,801.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of the Seller; (c) the Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) None.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interests; and all other real estate taxes and assessments that are a lien as of the date on which this contract closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. The Purchaser may withhold in

Purchase Contract
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Parcel ID # 16-34-100-005

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escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed Transfer:

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, together with all the appurtenances and hereditaments thereunto belonging and with all buildings and improvements now located thereon, and all fixtures of every nature now attached to or used with said land, buildings, and improvements including, but not limited to, all heating, hot water, air conditioning, plumbing, and attached electrical fixtures with bulbs or tubes, window shades, venetian blinds, curtain and traverse rods, awnings, storm and screen sashes and doors, and shrubbery and trees. If the rights, titles, and estates described in Exhibit "A" constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower; in the event the rights, titles, and estates described in Exhibit "A" constitute something less than the fee simple in the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower.

3. Limited Access Parcels – Waiver of Abutters' Rights

If the property described in Exhibit "A" is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any

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Sale and Purchase of Real Property
Parcel ID # 16-34-100-005

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and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit "A" is being severed) in, over, on, from, and to the property described in Exhibit "A".

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments necessary for the construction and maintenance of the subject highway project over, across, or upon the property described in Exhibit "A".

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit "A" is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interest in the property described in Exhibit "A", such as, but not limited to those belonging to tenants, lessees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

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Parcel ID # 16-34-100-005

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7. No Change in Character of Property

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any structure located on the property described in Exhibit "A". If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property, including structures, suffers any damage, changes, alteration, or destruction then, without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the above-mentioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser may, at its option after discovery or notification of such damage, change, alteration, or destruction, terminate, cancel, and void this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by the Seller that shall remain open to acceptance by Purchaser for a period of twenty (20) days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within the said period of twenty (20) days, this Agreement shall constitute and be a valid Contract For Sale and Purchase of Real Property that is binding upon all parties hereto.

Purchase Contract
Sale and Purchase of Real Property
Parcel ID # 16-34-100-005

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9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of both parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the parties may agree, but no later than ten (10) days after Purchaser notifies Seller in writing that Purchaser is ready to Consummate and close this Agreement. Provided, however, in no event shall consummation and closing occur more than one hundred twenty (120) days after the last date on which one of the parties hereto executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Unless otherwise agreed by Purchaser and Seller within this document, Seller shall surrender and deliver to Purchaser physical possession of all seller occupied structures, or the portions thereof occupied by Seller, within thirty (30) days after payment of the above-mentioned purchase price is tendered by Purchaser. Physical possession may be surrendered earlier when agreed to by both parties in writing. Seller agrees that Purchaser may withhold in escrow from the purchase price the sum of \$ None to ensure that the subject property will be vacated on or before the thirty (30) days mentioned above and that the subject property will be surrendered to Purchaser in the same condition as it was in at the time Seller executes this Agreement. If Seller properly vacates and surrenders possession of the subject property as aforesaid, then said \$ None

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Sale and Purchase of Real Property
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shall be paid immediately to Seller. If the subject property is not vacated as aforesaid, a rental agreement for the subject property shall be entered into by the parties, in which Seller shall be the lessee and the Purchaser shall be the lessor; and upon execution of such a rental agreement and said \$ None shall be paid immediately to Seller; in the event Seller fails or refuses for any reason to enter into such a rental agreement, then Purchaser may retain all or part of the said \$ None withheld in escrow in compensate Purchaser for the reasonable amount of rent that Seller owes for holding over possession of the subject property, plus an amount to pay for any taxes, assessments and for any costs of restoration necessary to put the property in the same condition as it was in at the time Seller executed this Agreement.

12. Physical Possession of Vacant Land and Structures

Physical possession of vacant land and vacant structures shall be surrendered by Seller not later than date on which payment of the purchase price is tendered by Purchaser.

13. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's Tenant(s) shall be assumed by Purchaser on the date on which payment of the purchase price is tendered by Purchaser, and from that date forward Purchaser shall be entitled to collect and retain as its own funds and all rental payments thereafter made by such tenants. If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price was tendered by Purchaser and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration. Seller shall also deliver to Purchaser, at or before closing, any security / damage deposit received from Seller's tenant.

Purchase Contract
Sale and Purchase of Real Property
Parcel ID # 16-34-100-005

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14. Binding Agreement

This Agreement shall be binding upon Seller and Seller's heirs, executors, administrators, successors and, this Agreement shall inure to the benefit of Purchaser, its successors and assigns.

15. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, either express or implied, other than herein set forth, shall be binding upon either party.

17. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Mason, Ohio (Purchaser) and Royalmont Academy (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Purchase Contract
Sale and Purchase of Real Property
Parcel ID # 16-34-100-005

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WITNESS:

1. Jean M. Nelson

Barry Stechschulte
Seller

Jean M. Nelson, Secretary
Print Name of Witness

By: Barry Stechschulte, Business Mgr.
Print Name of Signer

2/11/04
Date:

2. Angela M McGraw

ANGELA M MCGRAW Director of Admissions
Print Name of Witness

1. _____

Seller

Print Name of Witness

By: _____
Print Name of Signer

Date:

2. _____

Print Name of Witness

Purchase Contract
Sale and Purchase of Real Property
Parcel ID # 16-34-100-005

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WITNESS:

CITY OF _____:

1. _____

Print Name of Witness

By: _____
Print Name and Title

Date:

2. _____

Print Name of Witness

Date: _____

Approved as to form:
Legal Council for the City of _____, Ohio.