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EXHIBIT A
PAGE 1 OF 3

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. 25-WD

OWNER: John P. Gibson
TYPE OF INTEREST: Warranty Deed

Situated in Section 34, Town 4E, Range 2N, City of Mason, Warren County, State of Ohio, and being a 0.023 acre tract of land in part of the lands of John P. Gibson as recorded in Deed Book 2062, Page 98 of the Warren County Ohio Records and as known as Lot #1 of Western Estates Subdivision Section One as recorded in Plat Book 11, Page #37 -38 of the Warren County Ohio Records and further described as follows:

Beginning at the Northwest corner of aforementioned Lot #1, said point being in the Northerly right-of-way line of Western Row Road and 38.04 feet right of centerline station 22+36.02 of the Construction and Survey Centerline of Western Row Road and the true point of beginning;

- thence from the point of beginning thus found, along said Northerly right-of-way line, South 88°56'05" East, 100.00 feet to a point in the Easterly line of said Lot #1;
- thence leaving said Northerly right-of-way line, along said Easterly line, South 01°01'57" West, 10.00 feet;
- thence leaving said Easterly line, North 88°56'05" West, 100.77 feet to a point in the Westerly line of said Lot #1;
- thence along said Westerly line, North 05°24'35" East, 10.03 feet to the point of beginning containing 1003.86 square feet or 0.023 acres of land.

Owner claims title by instrument of record in Deed Book 2062, Page 98 recorded in the Warren County Ohio Records. Auditors Parcel No. 16-34-126-001

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.

J:\2001\01183A\Survey\Legals\25-WD.doc

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



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EXHIBIT A
PAGE 2 OF 3

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

LEGAL DESCRIPTION

PARCEL NO. 25-WD1

OWNER: John P. Gibson
TYPE OF INTEREST: Warranty Deed

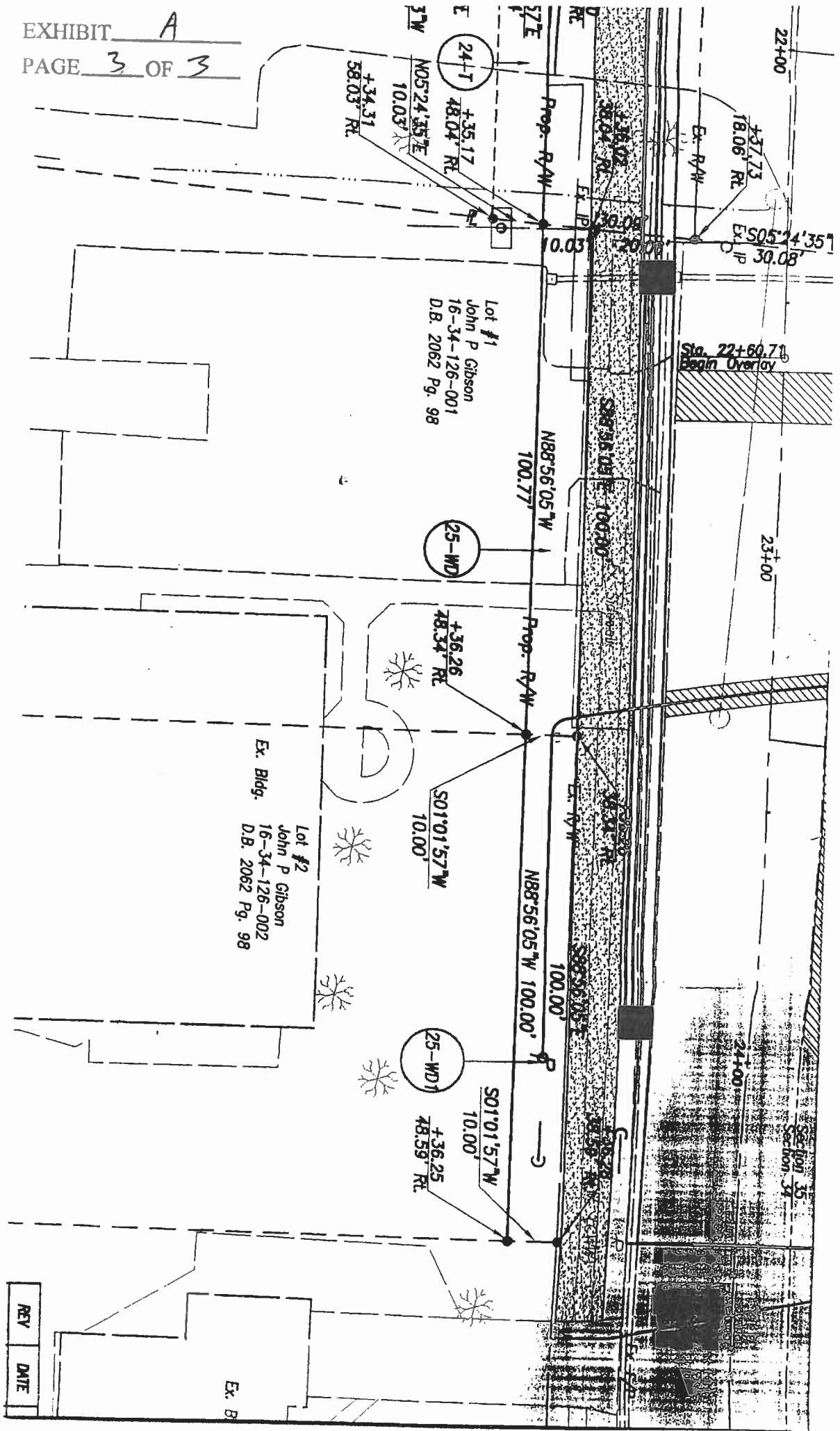
Situated in Section 34, Town 4E, Range 2N, City of Mason, Warren County, State of Ohio, and being a 0.023 acre tract of land in part of the lands of John P. Gibson as recorded in Deed Book 2062, Page 98 of the Warren County Ohio Records and as known as Lot #2 of Western Estates Subdivision Section One as recorded in Plat Book 11, Page #37 -38 of the Warren County Ohio Records and further described as follows:

Beginning at the Northwest corner of aforementioned Lot #2, said point being in the Northerly right-of-way line of Western Row Road and 38.34 feet right of centerline station 23+38.34 of the Construction and Survey Centerline of Western Row Road and the true point of beginning;

- thence from the point of beginning thus found, along said Northerly right-of-way line, South 88°56'05" East, 100.00 feet to a point in the Easterly line of said Lot #2;
- thence leaving said Northerly right-of-way line, along said Easterly line, South 01°01'57" West, 10.00 feet;
- thence leaving said Easterly line, North 88°56'05" West, 100.00 feet to a point in the Westerly line of said Lot #2;
- thence along said Westerly line, North 01°01'57" East, 10.00 feet to the point of beginning containing 1000.00 square feet or 0.023 acres of land.

Owner claims title by instrument of record in Deed Book 2062, Page 98 recorded in the Warren County Ohio Records. Auditors Parcel No. 16-34-126-002

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.



REV	DATE

Ex. B

Section 35
 Section 31

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

**PARCEL(S): 16-34-126-001
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and **John P. Gibson, Trustee** [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

Seller shall give to Purchaser his property, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, for an agreed amount not to exceed \$1,000.00. There shall be no additional 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. 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.

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 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. 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".

4. 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.

5. 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.

6. No Change in Character of Property

Seller shall not change the existing character of the land described in Exhibit "A". If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property, 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. If the Seller refuses to restore the premises, 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 John P. Gibson, Trustee (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. _____

_____ *Seller*

_____ *Print Name of Witness*

By: _____ *Print Name of Signer*

_____ *Date:*

2. _____

_____ *Print Name of Witness*

