

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

**PARCEL(S): 16-35-151-005
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and Mason Developmental Resources, Inc. formerly Connie D. Inc., an Ohio Corporation [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 \$22,100.00 (Twenty Two Thousand One Hundred Dollars and 00/00). 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) Storm Drainage Easement of 0.0014 acres and a Temporary Right of Entry area of 0.0196 acres.

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.

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 Mason Developmental Resources, Inc., formerly Connie D. Inc. An Ohio Corporation (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

*Mason Developmental Resources, Inc.
Formerly Connie D. Inc.*

1. Dan Hosbrook

Jerry Geier
Seller

Dan Hosbrook
Print Name of Witness

By: TERRY GEIER
Print Name of Signer

Dec 8 2004
Date:

2. David C. Cowder
David C. Cowder
Print Name of Witness

WITNESS:

CITY OF MASON, OHIO

1. _____

Print Name of Witness

By: _____
Print Name and Title

Date:

2. _____

Print Name of Witness

Date: _____

Approved as to form:
Legal Counsel for the City of Mason, Ohio



Department of State

The State of Ohio

G108-1073

Sherrod Brown
Secretary of State

659279

 Certificate 

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: AMD CHN

of:
MASON DEVELOPMENTAL RESOURCES, INC. FORMERLY CONNIE D, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll G108 at Frame 1075 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the
City of Columbus, Ohio, this 24th day of FEB,
A.D. 19 87.



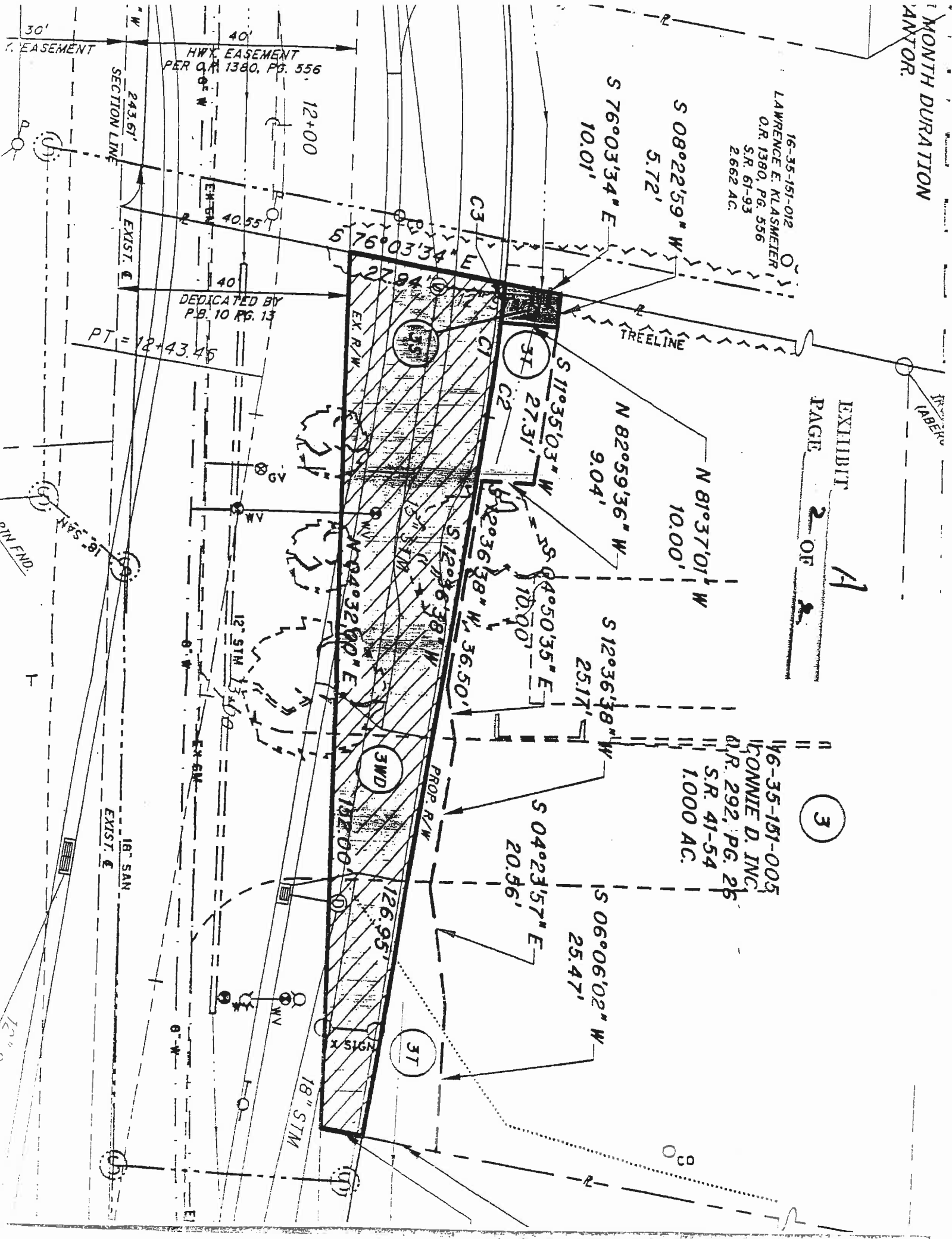
Sherrod Brown
Sherrod Brown
Secretary of State

16-35-151-012
LAWRENCE E. KLASMEIER
O.R. 1380, PG. 556
S.R. 61-93
2.662 AC.

EXHIBIT 1
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16-35-151-005
RONNIE D. INC
O.R. 292, PG. 26
S.R. 41-54
1.000 AC.



30' HWY. EASEMENT

HWY. EASEMENT PER O.R. 1380, PG. 556

243.61' SECTION LINE

EXIST. E

DEDICATED BY P.B. 10 PG. 13

PT = 12+43.46

18\"/>

18\"/>

12\"/>

18\"/>

TREELINE

FRONT
(LABER)