

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

PARCEL(S): 15-05-478-001 003
WARREN COUNTY, OHIO
CITY OF MASON, OHIO

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and A. J. Enterprises [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 \$ ~~_____~~ - 0 - 200,000.00 ^{000.00} 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

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

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.

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.

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

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** 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.

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 A. J. Enterprises (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. Ken Geiger

KEN GEIGER
Print Name of Witness

2. Dion C. Calder

Dion C. Calder
Print Name of Witness

1. _____

Print Name of Witness

2. _____

Print Name of Witness

Calvin Johnson ^{OWNER}
Seller

By: CALVIN L. JOHNSON
Print Name of Signer

Date: 3/12/04

O.F. A.J. RTO TRR RISKS
OWNER

Seller

By: _____
Print Name of Signer

Date: _____

WITNESS:

CITY OF MASON, OHIO

1. Joan Bernard

JOAN BERNARD

Print Name of Witness

Just F. Lehner

By: Just F. Lehner City Manager

Print Name and Title

Date: 6/24/04

2. Kurt Seiner

Kurt Seiner

Print Name of Witness

Amey D. Fock Date: 6/28/04
Approved as to form:
Legal Counsel for the City of Mason, Ohio