

**LEGAL DESCRIPTION
PARCEL 2-WD**

- Situated in Section 35, Town 4, Entire Range 2, City of Mason, Warren County, Ohio, being part of a 2.662 acre tract of land heretofore conveyed to Lawrence E. Klasmeier, by deed recorded in Official Record Volume 1380, Page 556 of the Warren County, Ohio Deed Records, and being more particularly described as follows:
- Commencing at the intersection of the existing centerline of Reading Road (U.S. Route No. 42) and the westerly line of Section 35, being also the existing centerline of Snider Road;
- Thence along the existing centerline of Snider Road and the westerly line of Section 35, S.04°32'00"W., a distance of 192.94 feet, more or less, to the Grantor's northwesterly corner, and the principle point of beginning for this description;
- Thence from said principle point of beginning, along the Grantor's northerly line, S.76°03'34"E., a distance of 67.12 feet to a point in the proposed easterly right-of-way line of Snider Road;
- Thence along the proposed easterly right-of-way line of Snider Road, on a curve to the right (said curve having a radius of 290.00 feet with a chord bearing S.03°00'48"W., and a chord distance of 50.91 feet) an arc distance of 50.98 feet to a point in the Grantor's southerly line;
- Thence along the Grantor's southerly line N.76°03'34"W., a distance of 68.49 feet to a point in the Grantor's westerly line and also being the existing centerline of Snider Road, and the westerly line of Section 35;
- Thence along the existing centerline of Snider Road and the westerly line of Section 35, N.04°32'00"E., a distance of 50.67 feet to the point of beginning;
- Containing 0.0786 acre, more or less, of which 0.0465 acre, more or less is P.R.O. (Present Road Occupation) and 0.0321 acre, more or less is area in net right-of-way take, and being subject to all other easements, restrictions, covenants, and/or conditions of record.

The Grantor herein and the Grantor's heirs, executors, administrators and/or assigns, hereby retain the rights of ingress and egress to and from any residual area.

The above description and bearing system is based on a plat of survey prepared by CDS Associates, Inc., in August 2001, at the direction of Lee A. Russell, Registered Professional Surveyor #6840 in Ohio, with said plat filed in Survey Record ____ Plat No. _____ of the Warren County Engineer's Record of Land Surveys.

TEMPORARY RIGHT OF ENTRY, CONSTRUCTION EASEMENT AND AGREEMENT

This Temporary Right of Entry, Construction Easement and Agreement (hereinafter the "Agreement") is entered into on the date stated below by Lawrence E. Klasmeier, a married man, whose mailing address is 788 Reading Road, Mason, Ohio 45040 (hereinafter the "Owner") and the City of Mason, an Ohio municipal corporation (hereinafter the "City"), whose mailing address is 6000 Mason-Montgomery Road, Mason, Ohio 45040.

The Owner is the fee simple owner of the real estate (hereinafter the "Property"), having frontage along Snider Road within the City of Mason, particularly described in Official Record Volume 1380, Page 556 of the deed records of Warren County, Ohio.

The City and its contractors, engineers, agents and/or employees desire to enter upon a portion of the Owner's Property in the area described in Exhibit "A" (being a metes and bounds description of the Temporary Right of Entry and Construction Easement Area captioned "Parcel 2-T") and as illustrated in Exhibit "B" (being a sketch from the City's construction plans depicting the Temporary Right of Entry and Construction Easement Area), attached hereto and made a part hereof, in order to have adequate access to and from the immediately adjacent public right-of-way (namely Snider Road and U.S. Route 42/aka Reading Road) being improved with public highway, drainage, utilities, other appurtenant facilities.

The City agrees to pay to Owner, upon execution of this Agreement, the sum of \$1.00 (the "Entry Price"), as full compensation for the rights granted to the City by the Owner pursuant to this Agreement. City accepts Owner's donation of this Temporary Right of Entry and Construction Easement as a contribution toward the success of the Snider Road and U.S. 42 (aka Reading Road) Intersection Re-Alignment and Improvement Project.

Owner hereby grants to the City, in consideration of the Entry Price, the temporary Right for the City, its employees, agents, engineers, and/or contractors, to enter upon the Temporary Construction Easement Area by persons, equipment, and vehicles, and use the same for the temporary storage of materials and equipment and as a place of access to and from the immediately adjacent public right-of-way.

The right of entry granted by Owner to the City shall begin on such date as this Agreement is executed by the last party, and shall automatically expire at 11:59 p.m./EST one year from such date of last execution, or upon completion of the Snider Road and U.S. Route 42 (aka Reading Road) Intersection Re-Alignment and Improvement Project whichever shall occur first in time.

The City agrees during the right of entry time described above or such reasonable time thereafter, the City shall restore the Temporary Construction Easement Area and repair any damage to the Property to the same condition that existed immediately prior to the time the City exercised the right of entry.

IN EXECUTION WHEREOF, the City of Mason, the City herein, has caused this instrument to be executed by Scot F. Lahrmer, its City Manager, on the date stated below pursuant to Ordinance No. _____ or pursuant to its charter authorizing such act.

CITY:

CITY OF MASON

SIGNATURE: _____
PRINTED NAME: Scott F. Lahrmer
CAPACITY: City Manager
DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named Scot F. Lahrmer, City Manager of the City of Mason, who acknowledged he did sign the foregoing instrument and the same is his free act and deed and pursuant to an ordinance of the City of Mason or its charter authorizing such act.

IN TESTIMONY THEREOF, I have hereunto set my hand and official seal this _____ day of February, 2005.

Notary Public
My Commission Expires: _____

Approved as to form:

By: _____
City Law Director

This instrument was prepared by: Bruce A. McGary, Attorney at Law,
423 Reading Rd., Mason, OH 45040;
Ph. 513-398-4891; Fx. 513-398-1935;
Email: BAMESQ@aol.com.



LEGAL DESCRIPTION PARCEL 2-T

- Situated in Section 35, Town 4, Entire Range 2, City of Mason, Warren County, Ohio, being part of a 2.662 acre tract of land heretofore conveyed to Lawrence E. Klasmeier, by deed recorded in Official Record Volume 1380, Page 556 of the Warren County, Ohio Deed Records, and being more particularly described as follows:
- Commencing at the intersection of the existing centerline of Reading Road (U.S. Route No. 42) and the westerly line of Section 35, being also the existing centerline of Snider Road;
- Thence along the existing centerline of Snider Road and the westerly line of Section 35, S.04°32'00"W., a distance of 192.94 feet, more or less, to the Grantor's northwesterly corner,
- Thence along the Grantor's northerly line South 76°03'34" East, a distance of 67.12 feet to a point in the proposed easterly right-of-way line of Snider Road and the principle point of beginning for this description;
- Thence from said principle point of beginning, and continuing along the Grantor's northerly line, S.76°03'34"E., a distance of 8.42 feet to a point;
- Thence through the Grantor's property on the following three (3) courses and distances;
1. S. 21°42'25" E., a distance of 8.05 feet to a point;
 2. S. 5°02'33" W., a distance of 39.67 feet to a point in the Grantor's southerly line;
 3. N. 81°37'01" W., a distance of 10.00 feet to a point in the proposed easterly right-of-way line of Snider Road;
- Thence along the proposed easterly right-of-way line, on a curve to the left (said curve having a radius of 290.00 feet, with a chord bearing N. 2°41'11" E., and a chord distance of 47.61 feet) an arc distance of 47.67 feet to the point of beginning;
- Containing 0.0107 acre, more or less and being subject to all other easements, restrictions, covenants, and/or conditions of record.

The above description and bearing system is based on a plat of survey prepared by CDS Associates, Inc., in August 2001, at the direction of Lee A. Russell, Registered Professional Surveyor #6840 in Ohio, with said plat filed in Survey Record _____ Plat No. _____ of the Warren County Engineer's Record of Land Surveys.

TEMPORARY RIGHT OF ENTRY AND CONSTRUCTION EASEMENT AGREEMENT

This Temporary Right of Entry and Construction Easement Agreement is entered into on this _____ day of _____, 2001 (The "Agreement"), Lawrence E. & Mary Janet Klasmeier, husband and wife, (Owner) and the City of Mason (the "City").

The Owner is the owner of the real estate property described on Exhibit A affixed hereto (the "Property"), which is known as, (address) Snider Road, Mason, Ohio 45040, and also known as Parcel No. 2 of Book 1380, Page 556 of the Warren County Recorder's office.

The City and its contractors, engineers, agents and/or employees desire to enter upon a portion of the Property in the area approximately shown on Exhibit A (the "Temporary Construction Easement Area") for the purposes of improving the public road known as Winton Road and Smiley Avenue and all facilities or utilities related to such road.

The City agrees to pay to Owner, upon execution of this Agreement, the sum of \$1.00 (the "Entry Price"), as full compensation for the rights granted to the City by the Owner pursuant to this Agreement. City accepts Owner's donation of this easement and access as a contribution toward the success of the Roadway Project.

Owner hereby grants to the City, in consideration of the Entry Price, the temporary Right for the City, its employees, agents, engineers, and/or contractors, to enter upon the Temporary Construction Easement Area by persons, equipment, and vehicles, and use the same for the temporary storage of materials and equipment and as a place of access to and from the immediately adjacent public right-of-way.

The right of entry granted by Owner to the City shall begin no earlier than _____, and shall automatically expire at 11:59 PM on _____, 2002.

The City agrees during the right of entry time described above or such reasonable time thereafter, the City shall restore the Temporary Construction Easement Area and repair any damage to the Property to the same condition that existed immediately prior to the time the City exercised the right of entry.

The City and the Owner acknowledge and agree that the Owner remains the Owner of the Property and the Temporary Construction Easement Area at all times; the City has only a temporary right to use the Construction Area for the period of time and purposes described above.

The Owner agrees that the Entry Price shall be the full consideration it shall receive from the City in connection with the above right-of-entry.

This Agreement is the entire agreement between the parties and cannot be modified by any oral or other communication, except as signed by both parties.

WITNESSES:

(Two witnesses, each as to all)

OWNER(S):

Lawrence E. & Mary Janet Klasmeier

Signature

Print Name: _____

Signature

Print Name: _____

Signature

Print Name: _____

Signature

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF OHIO :
: SS:
COUNTY OF WARREN :

Before me, a Notary Public in and for said County and State, personally appeared the above
named _____

(name & legal capacity: husband & wife, a single adult, brother & sister, etc.)

who acknowledged _____ did sign the foregoing instrument and that the same is
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day
of _____, 20____.

Notary Public

My Commission Expires: _____

WITNESSES:

(Two witnesses, each as to all)

CITY OF MASON:

Signature

Scott F. Lahrmer, City Manager

Print Name: _____

Signature

Print Name: _____

STATE OF OHIO :
: SS:
COUNTY OF WARREN :

The foregoing instrument was signed and acknowledged before me, a Notary Public, this _____ day of _____, 2001, by _____, the _____ of the City of Mason, an Ohio Municipal Corporation, for and on its behalf.

Notary Public

APPROVED AS TO FORM:

By: _____



LEGAL DESCRIPTION
PARCEL 2-T

Situated in Section 35, Town 4, Entire Range 2, City of Mason, Warren County, Ohio, being part of a 2.662 acre tract of land heretofore conveyed to Lawrence E. Klasmeier, by deed recorded in Official Record Volume 1380, Page 556 of the Warren County, Ohio Deed Records, and being more particularly described as follows:
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Thence along the existing centerline of Snider Road and the westerly line of Section 35, S.04°32'00"W., a distance of 192.94 feet, more or less, to the Grantor's northwesterly corner,
Thence along the Grantor's northerly line South 76°03'34" East, a distance of 67.12 feet to a point in the proposed easterly right-of-way line of Snider Road and the principle point of beginning for this description;
Thence from said principle point of beginning, and continuing along the Grantor's northerly line, S.76°03'34"E., a distance of 8.42 feet to a point;
Thence through the Grantor's property on the following three (3) courses and distances;
1. S. 21°42'25" E., a distance of 8.05 feet to a point;
2. S. 5°02'33" W., a distance of 39.67 feet to a point in the Grantor's southerly line;
3. N. 81°37'01" W., a distance of 10.00 feet to a point in the proposed easterly right-of-way line of Snider Road;
Thence along the proposed easterly right-of-way line, on a curve to the left (said curve having a radius of 290.00 feet, with a chord bearing N. 2°41'11" E., and a chord distance of 47.61 feet) an arc distance of 47.67 feet to the point of beginning;
Containing 0.0107 acre, more or less and being subject to all other easements, restrictions, covenants, and/or conditions of record.

The above description and bearing system is based on a plat of survey prepared by CDS Associates, Inc., in August 2001, at the direction of Lee A. Russell, Registered Professional Surveyor #6840 in Ohio, with said plat filed in Survey Record _____ Plat No. _____ of the Warren County Engineer's Record of Land Surveys.

City of Mason, Ohio Contract to Purchase Real Estate

This Contract is entered into on the date stated below, between Lawrence E. Klasmeier, whose mailing address is 788 Reading Road, Mason, Ohio 45040 (hereinafter referred to as the "Seller") and the City of Mason, Ohio, a municipal corporation, whose mailing address is 6000 Mason-Montgomery Road, Mason, Ohio 45040 (hereinafter referred to as the "Purchaser").

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the real property consisting of 0.0786 acres and appurtenants along Snider Road, being a part of Parcel No. 16-35-151-012 situated in the City of Mason, Warren County, Ohio, as particularly described in Exhibit "A" (being a metes and bounds description of the Fee Area captioned "Parcel 2-WD"), and as illustrated in Exhibit "B" (being a sketch from the Grantee's construction plans depicting the Fee Area), attached hereto and made a part hereof (hereinafter referred to as the "Property"). The Purchaser intends to use the Property 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 \$1.00 for the property. Purchaser shall pay the entire purchase price, by check, at closing.
2. **Additional Consideration**: The Purchaser and its engineers, agents or employees shall issue a permit granting full access for northbound and southbound ingress from and egress onto Snider Road from the subject property at Purchaser's sole cost. As part of the Snider Road and U.S. Route 42 (aka Reading Road) Intersection Re-Alignment and Improvement Project, Purchaser shall also cause its contractor to improve the full access to Snider Road with a curb cut, and improve Seller's ingress and egress on and over the subject property described in Exhibit "A" and illustrated in Exhibit "B" to Snider Road, as well as improve the area illustrated in the attached documents referenced as Exhibit "C-1", "C-2" and "C-3" with concrete at Purchaser's sole cost. And, the Purchaser shall be responsible for all costs, materials and labor relating to traffic signal and lane improvements, sidewalk and landscaping requirements, grading, and relocation of utilities and facilities.
3. **Reimbursable Expenses**: The Seller and Purchaser acknowledge that Seller will incur legal expenses as a result of this transaction, accordingly, Purchaser agrees to reimburse Seller for his legal expenses up to but not to exceed One Thousand Two Hundred Dollars (\$1,200.00). Purchaser shall reimburse Seller's legal expenses upon submission of evidence to Purchaser by Seller of payment of the legal expenses.
4. **Possession Following Closing**: Purchaser shall be entitled to possession on the date of closing, and obtain immediate occupancy.
5. **Conveyance and Closing**: Purchaser agrees to pay all conveyance, transfer and closing costs. Sellers agree to convey marketable title to the Property by general warranty deed, in fee simple, free, clear and unencumbered, except for easements, rights-of-way, and restrictions of record, with proper release of dower, if any, on or before _____. Real Estate taxes shall be prorated through the date of closing and all real estate taxes and assessments thereafter shall be the sole responsibility of the Purchaser. And, Purchaser shall be solely responsible for applying for tax exempt status as of the date of closing.

6. **Risk of Loss:** Sellers agree that they will maintain, until the date of closing, fire and extended coverage insurance on the Property in an amount not less than the purchase price. In the event the Property is damaged or destroyed by fire or other casualty prior to closing, the Purchaser shall have the option of:
 - (a) accepting the Property in its damaged condition, in which event, Sellers shall assign, in full, the proceeds of the insurance as a result of said damage or destruction, or
 - (b) terminating this contract, in which event, any earnest money given by Purchaser shall be immediately returned to Purchaser and all obligations of Purchaser and Sellers shall terminate. Seller shall assume the risk of loss or damage to the Property by any insurable casualty until the date of closing.
7. **No Brokers:** Purchaser and Sellers 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 Property.
8. **Binding Effect:** This contract shall be binding upon the heirs, successors, and assigns of Purchaser and Sellers.
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 Sellers, and attached to this contract.

IN EXECUTION WHEREOF, Lawrence E. Klasmeier, the Seller herein, has hereunto set his hand on the date stated below.

SELLER:

Lawrence E. Klasmeier, Grantor

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named Lawrence E. Klasmeier, the Seller herein, who acknowledged he did sign the foregoing Contract and that the same is his free act and deed.

IN TESTIMONY THEREOF, I have hereunto set my hand and official seal this ____ day of February, 2005.

Notary Public

My Commission Expires: _____

IN EXECUTION WHEREOF, the City of Mason, the Grantee herein, has caused this Contract to be executed by Scot F. Lahrmer, its City Manager, on the date stated below pursuant to Ordinance No. _____ or pursuant to its charter authorizing such act.

GRANTEE:

CITY OF MASON

SIGNATURE: _____

PRINTED NAME: Scott F. Lahrmer

CAPACITY: City Manager

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named Scot F. Lahrmer, City Manager of the City of Mason, who acknowledged he did sign the foregoing Contract and the same is his free act and deed and pursuant to an ordinance of the City of Mason or its charter authorizing such act.

IN TESTIMONY THEREOF, I have hereunto set my hand and official seal this _____ day of February, 2005.

Notary Public
My Commission Expires: _____

Approved as to form:

By: _____
City Law Director