

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

**PARCEL(S): 16-35-151-001  
WARREN COUNTY, OHIO  
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and David Family Limited Partnership [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 \$26,731.00 (Twenty Six Thousand Thirty One 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) a Temporary Right of Entry of 0.0371 acres in Exhibit "B".

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 David Family Limited Partnership (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

**WITNESS:**

***David Family Limited Partnership:***

1. \_\_\_\_\_

\_\_\_\_\_

*Seller*

\_\_\_\_\_

*Print Name of Witness*

By: \_\_\_\_\_

*Print Name of Signer*

\_\_\_\_\_  
*Date:*

2. \_\_\_\_\_

\_\_\_\_\_  
*Print Name of Witness*

1. \_\_\_\_\_

\_\_\_\_\_  
*Seller*

\_\_\_\_\_  
*Print Name of Witness*

By: \_\_\_\_\_  
*Print Name of Signer*

\_\_\_\_\_  
*Date:*

2. \_\_\_\_\_

\_\_\_\_\_  
*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

E 116.38'

1

16-35-191-001  
DAVID FANGLY LIMITED  
PARTNERSHIP  
O.R. 1579, PG. 289  
S.R. 15-12  
0.775 AC.  
PARCEL 1

S 19°34'50" W  
20.00'

S 73°47'21" W  
R 04'

16-35-151-012  
LAWRENCE E. KLASMEIER  
O.R. 1580, PG. 556  
S.R. 61-95  
2.662 AC.

N 76°03'34" W  
8.42'

17

S 33°04'58" E  
79.90'

S 11°14'31" E  
41.47'

52.33'

14.45'

104.50'

36.71'

N 04°32'00" E

N 76°03'34" W

EXIST. R/W 12+00

SEC. 35, T-4, ER2 135.87'

N 04°32'00" E

SNIDER ROAD

ROAD

EXIST. E SECTION LINE

HWY. EASEMENT

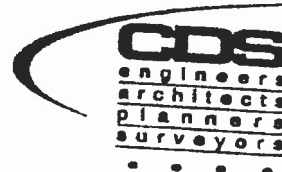
HWY. EASEMENT

WOOD POST

←

58.00'

GRAPHIC



## LEGAL DESCRIPTION PARCEL 1-WD

- Situated** in Section 35, Town 4, Entire Range 2, City of Mason, Warren County, Ohio, being part of a 0.773 acre tract of land heretofore conveyed to David Family Limited Partnership, by deed recorded in Official Record Volume 1319, Page 289 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 and the Grantor's northwesterly corner;
- Thence** along the existing centerline of Snider Road, the westerly line of Section 35, and the Grantor's westerly line, S.04°32'00"W., a distance of 57.13 feet, more or less, to the principle point of beginning for this description;
- Thence** from said principle point of beginning, on a curve to the left (said curve having a radius of 11,499.16 feet with a chord bearing N. 48°57'59" E., and a chord distance of 42.85 feet) an arc distance of 42.85 feet to a point, being the intersection of the existing southeasterly right-of-way line of Reading Road with the existing easterly right-of-way line of Snider Road;
- Thence** along the existing easterly right-of-way line of Snider Road, S. 4°32'00" W., a distance of 66.78 feet to its intersection with 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. 13°35'52" E., a chord distance of 116.38 feet) an arc distance of 117.18 feet to a point in the Grantor's southerly line;
- Thence** along the Grantor's southerly line S. 76°03'34" E., a distance of 67.12 feet to the Grantor's southwesterly corner, being in the westerly line of Section 35 and the existing centerline of Snider Road;
- Thence** along the existing centerline of Snider Road, the westerly line of Section 35, and the grantor's westerly line N.04°32'00"E., a distance of 135.81 feet to the point of beginning;
- Containing** 0.1597 acre, more or less, of which 0.1057 acre, more or less is P.R.O. (Present Road Occupation) and 0.0540 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.





**LEGAL DESCRIPTION  
PARCEL 1-T**

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- Thence** along the existing centerline of Snider Road, the westerly line of Section 35, and the Grantor's westerly line, S.04°32'00"W., a distance of 192.94 feet, more or less, to the Grantor's southwesterly corner,
- Thence** along the Grantor's southerly 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 and the principle point of beginning for this description;
- Thence** from said principle point of beginning, along the proposed easterly right-of-way line of Snider Road, on a curve to the left (said curve having a radius of 290.00 feet, with a chord bearing N. 13°35'52" W., and a chord distance of 116.38 feet) an arc distance of 117.18 feet to a point in the existing easterly right-of-way line of Snider Road;
- Thence** along the existing easterly right-of-way line of Snider Road, N. 4°32'00" E., a distance of 14.45 feet to a point;
- Thence** through the Grantor's property on the following four (4) courses and distances;
1. S. 33°04'58" E., a distance of 79.90 feet to a point;
  2. S. 19°34'50" W., a distance of 20.00 feet to a point;
  3. S. 73°47'21" W., a distance of 11.04 feet to a point;
  4. S. 11°14'31" E., a distance of 41.47 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 8.42 feet to the point of beginning;
- Containing** 0.0371 acre, more or less and being subject to all other easements, restrictions, covenants, and/or conditions of record.

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