

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

**PARCEL(S): 15-05-200-003
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and Barr's Furniture, Inc. and Beverly A. Barr [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 \$12,000.00 (Twelve Thousand 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; (e) One storm water drainage easement, as shown in Exhibit "B" (f) one Temporary Right of Entry, as shown in Exhibit "C", and (f) all terms and conditions of the Easement Acquisition Settlement Sheet and Addendum to the Easement Acquisition Settlement Sheet, as shown in Exhibit "D".

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

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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,

4. Warranty of Title

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 Exhibits "A" and "B".

3. Supplemental Instruments

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 therunto 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.

2. Estate Sold and Deed Transfer:

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.

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.

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.

12. Multiple Originals

This Agreement shall be binding upon Seller and Seller's heirs, administrators, successors and, this Agreement shall inure to the benefit of Purchaser, its successors and assigns.

11. Binding Agreement

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.

10. Physical Possession of Vacant Land and Structures

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.

9. Closing Date

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.

8. Designation of Escrow Agent

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 they are in writing, cite this Agreement, and are signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Mason, Ohio (Purchaser) and Barr's Furniture, Inc. and Beverly A. Barr (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. [Signature]
Print Name of Witness
Dion Lunnor

SELLER
Barr's Furniture, Inc.
By: [Signature] Beverly A. Barr, President
[Signature] Beverly A. Barr, individually
Date: 4-12-2005

2. _____
Print Name of Witness

237150.1 4-4-05

Approved as to form: _____
 Law Director
Thomas J. Shuck
 Date: 4/20/05

Print Name of Witness

Kendra Taylor

Kendra Taylor

Print Name of Witness

Kurt Seiver

Kurt Seiver

WITNESS:

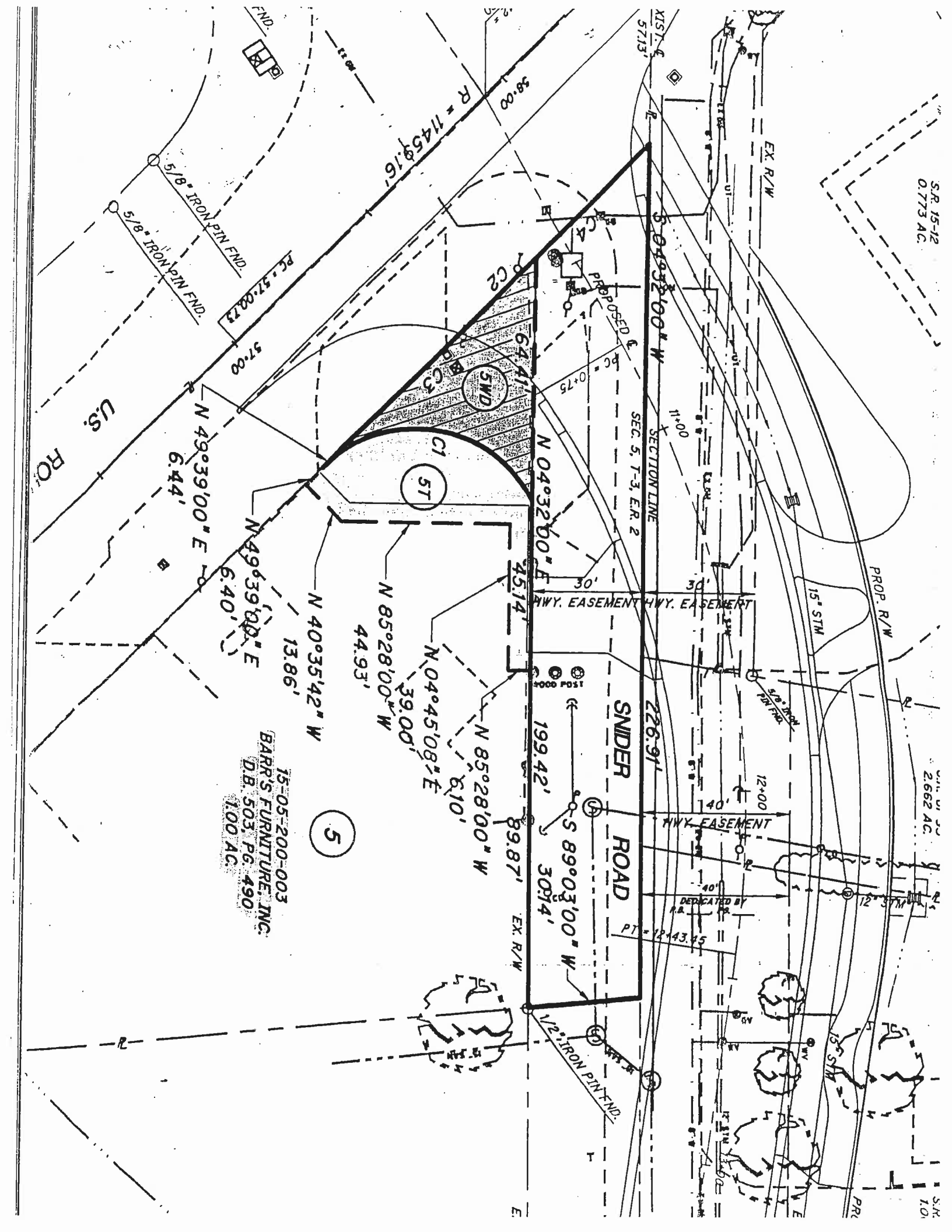
CITY OF MASON, OHIO

Scott F. Lahrmer

By: *Scott F. Lahrmer* City Manager
 Print Name and Title

Date:

4/13/05

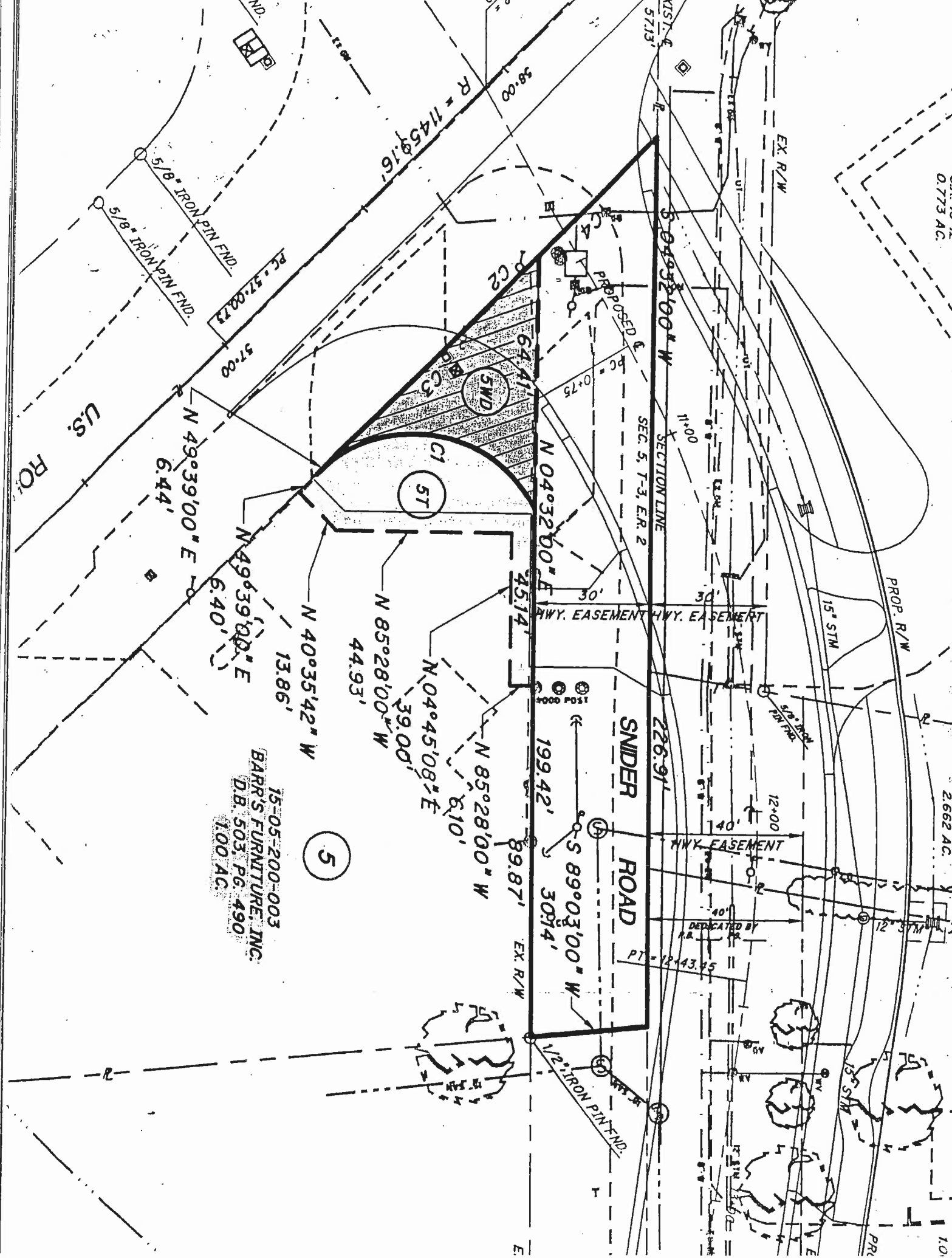


15-05-200-003
 BARR'S FURNITURE, INC.
 D.B. 503, P.G. 490
 1.00 AC.

5

SNIDER ROAD

SECTION LINE
SEC. 5, T-3, E.R. 2



S.R. 15-12
0.773 AC.

S.R. 10
2.662 AC.

S.R. 10

Situated in Section 5, Town 3, Entire Range 2, City of Mason, Warren County, Ohio, being part of a 1.000 acre tract of land heretofore conveyed to Barr's Furniture, Inc., by deed recorded in Deed Book 503, Page 490 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 easterly line of Section 5, being also the existing centerline of Snider Road and the northeasterly corner of the Grantor's tract;

Thence along the existing centerline of Snider Road and the easterly line of Section 5, and the Grantor's easterly line S.04°32'00"W., a distance of 57.13 feet, more or less, to a point in said centerline and section line and the Grantor's easterly line and being the principle point of beginning for this description;

Thence from said principle point of beginning along said centerline and section line and the Grantor's easterly line, S.04°32'00"W., a distance of 226.91 feet to a point in the said centerline and section line and being the southeasterly corner of the Grantor's tract;

Thence along the Grantor's southerly line, S.89°03'00"W., a distance of 30.14 feet to a point in the existing westerly right-of-way line of Snider Road;

Thence along the existing westerly right-of-way line of Snider Road, N.04°32'00"E., a distance of 135.01 feet to a point, said point being the intersection of said existing westerly right-of-way line of Snider Road;

Thence along the proposed westerly right-of-way line of Snider Road, along a segment of a curve to the left, having a radius of 35.00 feet (with a chord bearing N.77°12'41"W. a chord distance of 56.75 feet) with an arc distance of 66.18 feet to a point in the existing southeasterly right-of-way line of Reading Road (U.S. Route No. 42);

Thence along the existing southeasterly right-of-way line of Reading Road (U.S. Route No. 42) on the following two (2) courses and distances:

1. N.49°39'00"E., a distance of 6.44 feet to a point of curvature;
2. Along a curve to the left, having a radius of 11499.16 feet (with a chord bearing N.49°21'42"E., with a chord distance of 115.74 feet) with an arc distance of 115.74 feet to the point of beginning;

Containing 0.1749 acre, more or less of which 0.1467 acre, more or less is P.R.O. (Present Road Occupation) and 0.0282 acre is in net right-of-way take, and being subject to all other easements, restrictions, covenants and/or conditions of record.

LEGAL DESCRIPTION PARCEL 5-WD



GRANT OF DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Bart's Furniture, Inc., (Grantors), the Fee Simple owners of the real estate (the Property), located at Snider Road within the City of Mason, identified in Official Record Book 503, Page 490 of the Deed Records of Warren County, Ohio, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, convey and release to the City of Mason, an Ohio municipal corporation, whose tax mailing address is 6000 Mason-Montgomery Road, Mason, Ohio 45040 (Grantee), and to their agents, employees, successors and assigns forever, a non-exclusive easement for the construction, operation, maintenance, repair and/or replacement of a drainage system on, above, under and through that portion of the aforementioned Property marked as 15-05-200-003.

All costs and expenses associated with the Grantee's construction, operation, maintenance, repair, replacement and restoration activities within the Easement Area described on Exhibit A as 6-S, shall be borne solely by the Grantee.

Grantors shall not construct any improvements within or upon the Easement Area or otherwise use the Easement Area in a manner that would materially interfere with the exercise by Grantee of its rights provided by this document.

Grantee shall, as soon as practical after the completion of any construction, maintenance, repair or replacement activities, restore the surface of the Easement Area to the same condition or better as existed immediately prior to the commencement of such activities by Grantee or its agents, employees or contractors.

The terms and agreement set forth herein shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon, as the case may be, the parties and their respective successors and assigns.

It is agreed that wherever a party is named in this instrument there shall be intended and included, in each case, that party, his heirs, administrators, successors, and assigns.

IN WITNESS WHEREOF,

_____ have hereunto set his/her/their/its hand(s) this _____ day of _____ in the _____ year of your Lord, two thousand _____.

Signed and acknowledged in presence of:
(Two witnesses, each as to all)

Print Name

Social Security No.

Federal I.D. No.

Print Name

Title:
Owner; General Partner;
Pres/Vpres/Sec/Treas.

ACKNOWLEDGE (PERSONAL)

} State of Ohio
}
} SS:
} County of Hamilton

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: _____

EXHIBIT 'A'
PAGE 1 OF 1

LEGAL DESCRIPTION
PARCEL 5-S

Situated in Section 5, Town 3, Range 2, Warren County, Ohio, being part of a 1.000 acre tract of land heretofore conveyed Bart's Furniture, Inc., by deed recorded in Deed Book 503, Page 490 of the Warren County, Ohio Deed Records, and being more particularly described as follows:

Beginning at a point approximately 70' + - northeast of the intersection of the southwest corner of Warren County Auditor parcel reference 15-05-200-003 and the northwest corner of Warren County Auditor parcel reference 15-05-200-004 and being more particularly at the centerline of a storm sewer outlet structure which is found under U.S. 42 (Reading Road).

proceeding within parcel 15-05-200-004 in a southeasterly direction along the centerline of the storm water drainage channel approximately 50' + - to a point.

Said point being at an intersecting point on the south property line of parcel 15-05-200-003 and the north property line of parcel 15-05-200-004, said point also being approximately 80' + - east of the southwest corner of parcel 15-05-200-003 and the northwest corner of parcel 15-05-200-004 as measured along the said property line.

Said easement to be 10' left and right of the centerline of the drainage channel described above.

The above-description was prepared by:

CDS Associates, Inc.
Preston M. Combs, P.E., P.S.
Registered Professional Surveyor
#6680 in Ohio
January 28, 2005
CDS No. 2004058

GRANT OF DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Beverly Jeffrey Plot, (Grantors), the Fee Simple owners of the real estate (the Property), located at Snider Road within the City of Mason, identified in Official Record Book 402, Page 605 of the Deed Records of Warren County, Ohio, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, convey and release to the City of Mason, an Ohio municipal corporation, whose tax mailing address is 6000 Mason-Montgomery Road, Mason, Ohio 45040 (Grantee), and to their agents, employees, successors and assigns forever, a non-exclusive easement for the construction, operation, maintenance, repair and/or replacement of a drainage system on, above, under and through that portion of the aforementioned Property marked as 15-05-200-004.

All costs and expenses associated with the Grantee's construction, operation, maintenance, repair, replacement and restoration activities within the Easement Area described on Exhibit A as 6-S, shall be borne solely by the Grantee.

Grantors shall not construct any improvements within or upon the Easement Area or otherwise use the Easement Area in a manner that would materially interfere with the exercise by Grantee of its rights provided by this document.

Grantee shall, as soon as practical after the completion of any construction, maintenance, repair or replacement activities, restore the surface of the Easement Area to the same condition or better as existed immediately prior to the commencement of such activities by Grantee or its agents, employees or contractors.

The terms and agreement set forth herein shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon, as the case may be, the parties and their respective successors and assigns.

It is agreed that whomever a party is named in this instrument there shall be intended and included, in each case, that party, his heirs, administrators, successors, and assigns.

IN WITNESS WHEREOF,

_____ have hereunto set his/her/their/its hand(s) this _____ day of _____ in the _____ year of your Lord, two thousand _____.

Signed and acknowledged in presence of:
(Two witnesses, each as to all)

Print Name

Print Name

Social Security No.

Federal I.D. No.

Title: _____
Owner; General Partner;
Pres/Vpres/Sec/Treas.

ACKNOWLEDGE (PERSONAL)

State of Ohio }
 } SS:
County of Hamilton }

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: _____

CITY OF MASON

WITNESSES:
(Two witnesses, each as to all)

By:

Scot F. Lahmer

Print Name

Print Name

State of Ohio

County of Hamilton

SS:

The foregoing instrument was signed and acknowledged before me, a Notary Public, this _____ day of _____, by Scot F. Lahmer, City Manager of the City of Mason, an Ohio municipal corporation, on behalf of the corporation.

Notary Public

LEGAL DESCRIPTION
STORM DRAINAGE EASEMENT
-6-S

Situated in Section 5, Town 3, Range 2, Warren County, Ohio, being part of a 2.735 acre tract of land heretofore conveyed to Beverly Jeffery Plot, by deed recorded in Official Record Volume 402, Page 605 of the Warren County, Ohio Deed Records, and being more particularly described as follows:

Beginning at a point approximately 138' + - south of the southeast property line of Warren County Auditor parcel reference 15-05-200-003 and the northeast property line of Warren County Auditor parcel reference 15-05-200-004 and being more particularly at the centerline of a storm sewer inlet structure which is under Snider Road.

Proceeding within parcel 15-05-200-2003 in a northwesterly direction along the centerline of a storm water drainage channel approximately 190' + - to a point.

Said point being at an intersecting point on the south property line of parcel 15-05-200-003 and the north property line of parcel 15-05-200-004 and being approximately 80' + - east of the southwest corner of parcel 15-05-200-003 and the northwest corner of parcel 15-05-200-004 as measured along the said property line.

Said easement to be 10' left and right of the centerline of the drainage channel described above.

The above-description was prepared by:

CDS Associates, Inc.
Preston M. Combs, P.E., P.S.
Registered Professional Surveyor
#6680 in Ohio
January 28, 2005
Project No. 2004058

Thence:

Situated

Situated in Section 5, Town 3, Entire Range 2, City of Mason, Warren County, Ohio, being part of a 1.000 acre tract of land heretofore conveyed to Barr's Furniture, Inc., by deed recorded in Deed Book 503, Page 490 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 easterly line of Section 5, being also the existing centerline of Snider Road and the northeasterly corner of the Grantor's tract;

Thence

along the existing centerline of Snider Road and the easterly line of Section 5, and the Grantor's easterly line, S.04°32'00"W., a distance of 284.04 feet, more or less, to a point in the said centerline and section line and being the southeasterly corner of the Grantor's tract;

Thence

along the Grantor's southerly line, S.89°03'00"W., a distance of 30.14 feet to a point in the existing westerly right-of-way line of Snider Road;

Thence

along the existing westerly right-of-way line of Snider Road, N.04°32'00"E., a distance of 89.87 feet to a point in the existing westerly right-of-way line and the principle point of beginning for this description;

Thence

from said principle point of beginning, through the Grantor's tract on the following four (4) courses and distances:

1. N.85°28'00"W., a distance of 6.10 feet to a point;
2. N.04°45'08"E., a distance of 39.00 feet to a point;
3. N.85°28'00"W., a distance of 44.93 feet to a point;
4. N.40°35'42"W., a distance of 13.86 feet to a point in the existing southeasterly right-of-way line of Reading Road (U.S. Route No. 42);

Thence

along the existing southeasterly right-of-way line of Reading Road (U.S. Route No. 42), N.49°39'00"E., a distance of 6.40 feet to a point, said point being the intersection of said existing easterly right-of-way line with the proposed westerly right-of-way line of Snider Road;

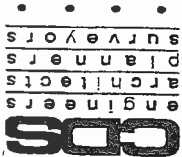
Thence

along the proposed westerly right-of-way line of Snider Road, along a curve to the right, having a radius of 35.00 feet, (with a chord bearing S.77°12'41"E., with a chord distance of 56.75 feet) for an arc distance of 66.18 feet to a point, said point being the intersection of said proposed westerly right of way line with the existing westerly right-of-way line of Snider Road;

Thence

along said existing westerly right-of-way line, S.04°32'00"W., a distance of 45.14 feet to the point of beginning;

LEGAL DESCRIPTION PARCEL 5-T



Containing 0.0319 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.

2001 AUG 15 10:39 AM