

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

EXHIBIT B
PAGE 1 OF 7

**PARCEL(S): 16302530020
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio (hereinafter "Purchaser") and **Richard D. Hadley and Janet K. Hadley (husband and wife)** whose address is **305 Lakeview Drive, Mason, Ohio 45040** (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 sell to Purchaser the property, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, for **Three Hundred Sixty Thousand Dollars and 00/100 (\$360,000.00)**. 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; and (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

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 not 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. 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.

4. 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.

5. No Change in Character of Property

Seller shall not change the existing character of the land **and building** 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. Purchaser shall be entitled to a walk through of the building prior to Closing. This provision shall not merge with the deed and shall survive Closing.

6. 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.

7. 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.

8. 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.

9. Physical Possession of Vacant Land and Structures

Physical possession of vacant land and buildings shall be surrendered by Seller to Purchaser not later than June 30, 2007. Seller shall have the privilege of occupancy of said house without the obligation of rent, taxes, and/or assessments; however, Seller shall pay to Purchaser a security deposit in the amount of \$3000.00 at Closing. Seller, while occupying the premises, shall be responsible for the payment of all utility and homeowner's liability/casualty insurance cost for coverage in the amount of \$300,000.00 to \$500,000.00, as well as coverage in the amount of \$25,000.00 for medical payments, and Seller shall provide evidence of such insurance to Purchaser. The Seller's insurance shall name the City of Mason, Ohio as a co-insured on these insurance policies. All obligations of the Seller shall be incorporated into a Lease Agreement to be executed by the Seller prior to Closing. This contract is contingent upon the execution of the Lease Agreement by Seller prior to Closing.

10. 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.

11. 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.

12. 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.

13. 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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto, namely the City of Mason, Ohio (Purchaser) and Richard D. Hadley and Janet K. Hadley (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. _____
_____ *Print Name of Witness*

_____ *Seller*
By: _____
_____ *Print Name of Signer*

Date: _____

2. _____
_____ *Print Name of Witness*

1. _____
_____ *Print Name of Witness*

_____ *Seller*
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

302025.1

LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into this 18th day of January, 2007, by and between the City of Mason, Ohio (the "Landlord"), and Richard D. Hadley and Janet K. Hadley, husband and wife (the "Tenant").

WITNESSETH:

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a residential home, located at 305 Lakeview Drive, Mason, Ohio 45040, Warren County, Ohio (the "Premises"), more particularly described in Exhibit "A" attached thereto, to have and to hold the same, with all appurtenances, under the terms and conditions hereinafter specified.

NOW, THEREFORE, the Landlord and Tenant agree as follows:

1. **Lease of Premises.** Subject to the terms and conditions of this Lease, Tenant hereby leases the Premises from Landlord.
2. **Term.** The term of this Lease shall be for 5 and 1/2 months, commencing on January 18, 2007 (the "Commencement Date"), and ending on June 30, 2007 (the "Expiration Date").
3. **Rent and Security Deposit.** For the term of this Lease, Tenant shall pay to Landlord, without deduction or set-off, rent of \$-0.00-. Tenant shall pay to Landlord the sum of \$3,000.00 as security deposit.
4. **Use of the Premises.**
 - a. **Acceptance of Premises.** Tenant hereby accepts the Premises in its as is condition.
 - b. **Specific Use.** The Premises shall be occupied and used exclusively as a residence.
 - c. **Covenant Regarding Use.** In connection with its use of the Premises, Tenant agrees to do the following.
 - i. Tenant shall use the Premises in a safe, careful, reputable, and lawful manner and keep and maintain the Premises in as good a condition as it was when Tenant first took possession thereof.
 - ii. Tenant shall not commit, nor allow to be committed (in, on, or about the Premises) any act of waste.

5. **Utilities.** Tenant shall during the term hereof pay the costs of all utilities, including but not limited to electricity, gas, water and sewer services. In no event shall Landlord be liable for the quality, quantity, failure or interruption of such service to the premises.

6. **Repairs and Maintenance.** The Tenant, at its sole cost and expense, shall pay for all costs of repair and maintenance to the premises. Such repairs and maintenance shall include those which are external, internal, structural or non-structural, ordinary and extraordinary. By way of example, said repairs and maintenance shall include, but are not limited to, the roof, electrical wiring, plumbing, heating, air conditioning, waste collection, snow removal, cleaning and janitorial services. Repairs and maintenance shall be performed in a prudent, reasonable and timely manner.

7. **Alterations and Improvements.** Tenant agrees that it shall, at Tenant's sole cost and expense, make such alterations and improvements to the interior and exterior of the demised premises to suit Tenant's requirements, provided however, that such alterations and improvements shall be done in a workmanlike manner and such alterations shall comply with all applicable laws and building codes, and, further, provided, however, that Tenant shall not have the right to make any alterations or improvements of the premises unless and until Tenant first obtains the written approval for any alterations or improvements from Landlord, which approval shall not be unreasonably withheld. The Landlord, at its option, may require the Tenant to give security for the satisfactory completion of all improvements and for restoration of the property to its original condition at the termination of the Lease.

Tenant agrees that any alterations and improvements, including, but not limited to, fixtures, floor and wall coverings, and equipment placed in and upon the premises by Tenant, shall become the property of Landlord at the termination of this Lease.

8. **Fire and Casualty.** Tenant shall maintain homeowner's insurance on the property as evidenced by the copy of the policy attached hereto as Exhibit "B". Further, Tenant shall be responsible for the payment of the applicable deductible in the event that a claim is made for damage to the Premises, and Tenant shall endorse over to Landlord the insurance proceeds check paid for damage to the Premises. In case of damage to the premises or the building by fire or other casualty, Tenant shall give immediate notice to Landlord. Landlord shall have the option to cause the damage to be repaired, or delegate the responsibility for the same to the Tenant, who hereby agrees to accept such subject to the control and prior approval by the Landlord which in her sole discretion may be exercised at any time. All repairs shall be made with reasonable speed subject to delays which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of Landlord, and to the extent that the premises are rendered untenantable, the rent shall be reduced by an amount representing the part of the said rent properly applicable to the portion of floor area of Tenant so affected, except in the event such damage resulted from or was contributed to by the act, fault or neglect of Tenant, or its employees, invitees or agents, in which event there shall be no abatement of rent. In the event that damage shall be so extensive that Landlord shall decide not to repair or rebuild, the Lease shall, at the option of Landlord, be terminated as of the date of such damage by written notice from Landlord to Tenant, given within ninety (90) days after the date of such damage, and the rent shall be adjusted to the date of such damage and Tenant shall thereupon promptly vacate the premises.

9. **Liability.** Tenant agrees that Landlord shall not be liable to Tenant for any damage to or loss of personal property located in the premises or for injuries to persons unless such damage, loss or injury is the result of the negligence of Landlord, and Landlord shall not be liable to Tenant for any such damage, loss or injury, whether or not the result of its negligence, to the extent Tenant is compensated therefor by Tenant's insurance.

10. **Hold Harmless Agreement.** Tenant shall protect, save and keep the Landlord harmless and indemnified against any and all liability, loss, cost, damage or expenses arising out of any accident or other occurrence on the premises causing death, injury or damage to any person or property due to any act or neglect of Tenant, its agents, employees, assigns, invitees or licensees, or due to any failure of the Tenant, its agents employees, assignees, invitees or licensees to comply with and perform any of the requirements and provisions of this Lease on their part to be performed.

11. **Insurance.** Tenant at its expense, shall maintain plate glass, public liability, property damage and fire insurance, insuring Landlord and Tenant with minimum coverages as follows:

a. Fire insurance to cover the replacement value of that portion of the premises covered by this Lease including improvements and appurtenances thereto, and all tools, fixtures and equipment owned by the Tenant for the conduct of its business or trade.

b. Comprehensive general liability insurance protecting against all claims for personal injury, death or property damages occurring upon, in or about the leased premises or resulting from the use or occupancy thereof, with minimum coverages as determined by Landlord.

The insurance required by subdivisions (a) and (b) shall be carried in favor of the Landlord and Tenant as their respective interests may appear. The Landlord reserves the right to designate the carrier if it so desires and the Tenant shall provide the Landlord with a policy or certificate of insurance showing the Landlord as additional insured, and also provide evidence that the premium has been paid. The policy or certificate shall provide for a ten (10) day written notice to Landlord in the event of cancellation or material significant change of coverage. All policies of insurance carried hereunder shall provide that they cannot be cancelled by the Tenant without written notice to Landlord.

12. **Notice and Place of Payment.** Any notice required or permitted to be given under this Lease shall be deemed to have been given if reduced in writing and delivered in person or mailed by registered or certified mail, postage prepaid, to the party who is to receive such notice at the address set forth below. When so mailed, the notice shall be deemed to have been given as of the date it was mailed.

Landlord: Larry Rudd
City of Mason
6000 Mason Montgomery Road
Mason, Ohio 45040

Tenant: Richard D. Hadley and Janet K. Hadley
305 Lakeview Drive
Mason, Ohio 45040

13. **Assignment and Subletting.**

a. This Lease shall not be assigned nor any part of the Premises sublet.

b. Landlord shall have the right to sell, convey or transfer, in whole or in part, its rights and obligations in the Premises at any time during the term of this Lease, and such sale, conveyance or transfer shall release Landlord and its successors and assigns from liability hereunder from the date of such conveyance.

14. **Attorneys' Fees.** Tenant shall pay upon demand, all costs and expenses, including attorneys' fees, incurred by Landlord in enforcing the observance and performance by Tenant of all covenants, conditions and provisions of this Lease or resulting from Tenant's default under this Lease.

15. Landlord shall be permitted to show the Premises to prospective tenants and/or purchasers and shall give Tenant 48 hours prior notice of its intent to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

WITNESSES:

Joan Bernard
Michael W. Nelson

LANDLORD:

CITY OF MASON

By: Eric Hansen
Eric Hansen, City Manager

TENANT:

Joan Bernard
Michael W. Nelson

Richard D. Hadley
Richard D. Hadley
Janet K. Hadley
Janet K. Hadley

STATE OF OHIO)
)ss
COUNTY OF WARREN)

This instrument was acknowledged before me this 18th day of January, 2007, by Eric Hansen, City Manager of the City of Mason, Ohio, as duly authorized.

Rocina M. Stellatano
Notary Public
My commission expires: Nulla



ROCCINA M. STELLATANO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

STATE OF OHIO)
)ss
COUNTY OF WARREN)

This instrument was acknowledged before me this 18th day of January, 2007, by Richard D. Hadley and Janet K. Hadley, husband and wife.

Rocina M. Stellatano
Notary Public
My commission expires: Nulla



ROCCINA M. STELLATANO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

After recording return to:

Wood & Lamping, LLP
600 Vine Street, Suite 2500
Cincinnati, Ohio 45202
Parcel No. 16 30 253 0020

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Richard D. Hadley and Janet K. Hadley, husband and wife, whose address is 305 Lakeview Drive, Mason, Ohio 45040, hereafter known as the Grantor, for valuable consideration paid, grants with general warranty covenants to City of Mason, Ohio, whose tax mailing address is 6000 Mason-Montgomery Road, Mason, Ohio 45040, known as the Grantee, the following described real estate:

Situated in the Village of Mason, Warren County, Ohio, an being a part of Section #30, Town 4, Range 2, and bounded and described as follows:

Beginning at a point in the North corner of Lot No. 22, First Addition to Elkwood Subdivision as recorded in Plat Book 4, Page 25; running thence, with the Westerly line of said Addition, (1) S. 27° 52' W. 244.23 feet to an iron rod; (2) S. 67° 03' 00" W. 106.75 feet to a point; (3) S. 8° 03' W. 341.45 feet to an iron rod at the Southwest corner of Lot No. 21 of said Addition; running thence with the lines of said Lot No. 21, (1) N. 63° 41' E. 285.00 feet to an iron rod; (2) N. 10° 16' E. 54.40 feet to an iron rod in the southerly line of Lakeview Drive; running thence with the southerly line of said Street on a 50.00 foot radius curve to the left, whose chord bears N. 69° 06' 00" E. 28.84 feet, an arc distance of 29.25 feet to an iron rod at the Northwest corner of Lot No. 20 of said Addition; running thence with the lines of said Lot, (1) S. 10° 16' W. 69.28 feet to an iron rod; (2) S. 33° 52' E. 190.43 feet to a cross chisled in the cast iron rim of a sanitary manhole in the Westerly line of Lot No. 19; thence with the Westerly line of Lot No. 19, S. 21° 10' W. 115.00 feet to an iron rod at the Northeast corner of Lot No. 10, Elkwood Subdivision as recorded in Plat Book 3, Page 253; running thence with the lines of Lot No. 10, (1) N. 87° 00' W. 173.70 feet to an iron rod; (2) S. 74° 34' W. 143.10 feet to an iron rod; (3) S. 12° 42' W. 111.05 feet to an iron rod at the Southwest corner of said Lot No. 10 and in a Southerly line of a 45 acre tract, more or less, recorded in Deed Book 210, Page 423, running thence with the lines of said 45 acre tract, (1) N. 77° 01' W. 127.80 feet to an iron rod; (2) N. 49° 42' W. (passing an iron rod at 273.11 feet) a distance of 335.75 feet to a point in Muddy Creek; (3) thence with said Creek; N. 13° 02' E. 285.15 feet to a stone on the East bank of said Creek; (4) N. 53° 01' E. 551.65 feet to an iron rod in said Creek; (5) N. 18° 23' E. 78.26 feet to a point; (6) S. 63° 08' 00" E. 115.90 feet to the point of beginning, containing Seven and Two Hundred Sixty-eight Thousandths (7.268) acres, subject to all easements of record.

The property is conveyed subject to and there are hereby excepted from the general warranty covenants all easements and restrictions of record established easements zoning ordinances and real estate taxes and