

Exhibit "A"
SOCIALVILLE-FOSTERS ROAD IMPROVEMENTS
Parcel 11WD
Edward Wayne Greene

Situate in the Northwest Quarter of Section 27, Town 4 East, Range 2 North, City of Mason, Warren County, State of Ohio, and being part of a 5.804 acre parcel of land as conveyed to Edward Wayne Greene, by instrument as recorded in Official Record 4019 Page 644 and Official Record 131, Page 94 of the official records of said county, and being more particularly bounded and described, per a survey performed by LJB, Inc. in 2003 with bearings based on state plane coordinates, South Zone (NAD83), as follows:

Beginning for reference at an iron pin within a monument box found at the northwest corner of Section 27, the intersection of Mason-Montgomery Road and Socialville-Fosters Road, 2.50 feet left of centerline of construction of Socialville-Fosters Road Station 2+97.76;

Thence South 84° 52' 37" East, 1381.40 feet along the north line of Section 27 to the northwest corner of said 5.804 parcel, 2.50 feet left of centerline of construction of Socialville-Fosters Road Station 16+79.15, said point being the TRUE POINT OF BEGINNING;

Parcel 11WD

Thence continuing South 84° 52' 37" East, 238.81 feet along the said section line and the north line of said 5.804 acre parcel to a point at the northeast corner of said 5.804 acre parcel and the northwest corner of a 247.2988 acre tract of land as conveyed to Proctor & Gamble Company by instrument as recorded in Official Record 2746, Page 205 of the deed records of said county, 2.50 feet left of centerline of construction of Socialville-Fosters Road Station 19+17.96;

Thence South 05° 46' 53" West, 35.00 feet along the east line of said 5.804 acre parcel and the west line of said 247.2988 acre tract to an iron pin to be set on the new south right of way line of Socialville-Fosters Road at 32.50 feet right of centerline of construction of Socialville-Fosters Road Station 19+17.56;

Thence North 84° 52' 37" West, 238.60 feet along the said new south right of way line to an iron pin to be set on the west line of said 5.804 acre parcel and the east line of a 4.0000 acre tract of land as conveyed to Proctor & Gamble Company by instrument as recorded in Official Record 2907, Page 558 of the deed records of said county at 32.50 feet right of centerline of construction of Socialville-Fosters Road Station 16+78.96;

Thence North 05° 26' 39" East, 35.00 feet along the west line of said 5.804 acre parcel and the east line of said 4.0000 acre tract, to the TRUE POINT OF BEGINNING, containing 0.192 acres, more or less, subject to all legal easements and restrictions of record.

The description for parcel number 11WD above was calculated and derived from a survey made under the supervision of John J. Beals, Ohio Registered Surveyor Number 5312.

Note: Iron pins, railroad spikes, and pk nails referred to as "to be set" shall be set by LJB, Inc. upon the completion of construction. Iron pins set in the above description are ¾" by 30" reinforcing rod with a plastic cap stamped "LJB INC".

The above described area is contained within the Warren County Auditor's Permanent Parcel Number 16271260090. Within said bounds is 0.192 acres, more or less, inclusive of the present road which occupies 0.164 acres, more or less.

Exhibit "B"
Parcel 11T
Edward Wayne Greene

Situate in the Northwest Quarter of Section 27, Town 4 East, Range 2 North, City of Mason, Warren County, State of Ohio, and being part of a 5.804 acre parcel of land as conveyed to Edward Wayne Greene, by instrument as recorded in Official Record 4019 Page 644 of the official records of said county, and being more particularly bounded and described, per a survey performed by LJB, Inc. in 2003 with bearings based on state plane coordinates, South Zone (NAD83), as follows:

Beginning for reference at the northwest corner of said 5.804 acre parcel at 2.50 feet left of centerline of construction of Socialville-Fosters Road Station 16+79.15;

Thence South 5° 26' 39" West, 35.00 feet along the west line of said 5.804 acre parcel to an iron pin to be set on the new south right of way line of Socialville-Fosters Road at 32.50 feet right of centerline of construction of Socialville-Fosters Road Station 16+78.96, said point being the TRUE POINT OF BEGINNING;

11T

Thence South 84° 52' 37" East, 238.60 feet along said new south right of way line to an iron pin to be set on the east line of said 5.804 acre parcel at 32.50 feet right of centerline of construction of Socialville-Fosters Road Station 19+17.56;

Thence South 05° 46' 53" West, 6.50 feet along the east line of said 5.804 acre parcel to a point at 39.00 feet right of centerline of construction of Socialville-Fosters Road Station 19+17.49;

Thence North 84° 52' 37" West, 17.49 feet to a point at 39.00 feet right of centerline of construction of Socialville-Fosters Road Station 19+00.00;

Thence South 05° 07' 23" West, 11.00 feet to a point at 50.00 feet right of centerline of construction of Socialville-Fosters Road Station 19+00.00;

Thence North 84° 52' 37" West, 25.00 feet to a point at 50.00 feet right of centerline of construction of Socialville-Fosters Road Station 18+75.00;

Thence North 05° 07' 23" East, 11.00 feet to a point at 39.00 feet right of centerline of construction of Socialville-Fosters Road Station 18+75.00;

Thence North 84° 52' 37" West, 30.00 feet to a point at 39.00 feet right of centerline of construction of Socialville-Fosters Road Station 18+45.00;

Thence South 79° 56' 14" West, 72.53 feet to a point at 58.00 feet right of centerline of construction of Socialville-Fosters Road Station 17+75.00;

Thence North 84° 52' 37" West, 10.00 feet to a point at 58.00 feet right of centerline of construction of Socialville-Fosters Road Station 17+65.00;

Thence North 33° 10' 02" West, 24.21 feet to a point at 39.00 feet right of centerline of construction of Socialville-Fosters Road Station 17+50.00;

Thence North 84° 52' 37" West, 71.08 feet to a point on the west line of said 5.804 acre parcel at 39.00 feet right of centerline of construction of Socialville-Fosters Road Station 16+78.92;

Thence North 05° 26' 39" East, 6.50 feet along the west line of said 5.804 acre parcel to the TRUE POINT OF BEGINNING, containing 0.065 acres, more or less, subject to all legal easements and restrictions of record.

The description for parcel number 11T above was calculated and derived from a survey made under the supervision of John J. Beals, Ohio Registered Surveyor Number 5312.

Note: Iron pins, railroad spikes, and pk nails referred to as "to be set" shall be set by LJB, Inc. upon the completion of construction. Iron pins set in the above description are ¾" by 30" reinforcing rod with a plastic cap stamped "LJB INC".

The above described area is contained within the Warren County Auditor's Permanent Parcel Number 16271260090.

EXHIBIT "C"
SEWER EASEMENT
SOCIALSVILLE-FOSTERS ROAD IMPROVEMENTS
Parcel 11S

Edward Wayne Greene

Situate in the Northwest Quarter of Section 27, Town 4 East, Range 2 North, City of Mason, Warren County, State of Ohio, and being part of a 5.804 acre parcel of land as conveyed to Edward Wayne Greene, by instrument as recorded in Official Record 4019 Page 644 and Official Record 131, Page 94 of the official records of said county, and being more particularly bounded and described, per a survey performed by LJB, Inc. in 2003 with bearings based on state plane coordinates, South Zone (NAD83), as follows:

Beginning for reference at the northwest corner of said 5.804 acre parcel at 2.50 feet left of centerline of construction of Socialville-Fosters Road Station 16+79.15;

Thence South 5° 26' 39" West, 35.00 feet along the west line of said 5.804 acre parcel to an iron pin to be set on the new south right of way line of Socialville-Fosters Road at 32.50 feet right of centerline of Socialville-Fosters Road Station 16+78.96;

Thence South 84° 52' 37" East, 86.04 feet along the said new south right of way line to a point at 32.50 feet right of centerline of construction of Socialville-Fosters Road Station 17+65.00, said point being the TRUE POINT OF BEGINNING;

11S

Thence continuing South 84° 52' 37" East, 55.00 feet along the said new south right of way line to a point at 32.50 feet right of centerline of construction of Socialville-Fosters Road Station 18+20.00;

Thence South 65° 35' 03" West, 51.72 feet to a point at 58.00 feet right of centerline of construction of Socialville-Fosters Road Station 17+75.00;

Thence North 84° 52' 37" West, 10.00 feet to a point at 58.00 feet right of centerline of construction of Socialville-Fosters Road Station 17+65.00;

Thence North 05° 07' 23" East, 25.50 feet to the TRUE POINT OF BEGINNING, containing 0.019 acres, more or less, subject to all legal easements and restrictions of record.

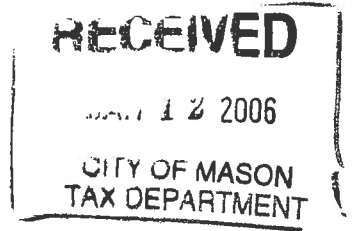
The description for parcel number 11S above was calculated and derived from a survey made under the supervision of John J. Beals, Ohio Registered Surveyor Number 5312.

Note: Iron pins, railroad spikes, and pk nails referred to as "to be set" shall be set by LJB, Inc. upon the completion of construction. Iron pins set in the above description are ¾" by 30" reinforcing rod with a plastic cap stamped "LJB INC".

The above described area is contained within the Warren County Auditor's Permanent Parcel Number 16271260090.

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

**PARCEL(S): 11 WD, T, S
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**



This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and Edward Wayne Greene [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 his property, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, for an agreed amount not to exceed \$ 3,000.00. 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; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) None, Warranty Deed of 0.192 acres gross take, P.R.O of 0.164 acres, net take of 0.028 acres and a Temporary Right of Entry area of 0.065 acres and Storm Sewer Easement area of 0.019 acres, for the purposes of performing the work necessary in accordance with the plans and specifications prepared for the Roadway Widening Project for Socialville-Fosters Road.

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. 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, from 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", "B" and "C".

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 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.

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 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.

12. 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.

13. 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.

14. 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, express or implied, other than herein set forth, shall be binding upon either party.

15. 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 Edward Wayne Greene (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. *Gary S Hundert*

Gary S Hundert
Print Name of Witness

Edw W Greene
Seller

By: EDWARD W GREENE
Print Name of Signer

1-10-06
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