

EXHIBIT "A"

Parcel No.

Parcel I

Situated in Section 30, Town 4 E, Range 2 N, City of Mason, Warren County, Ohio , and being the entire Lot # 131, as said Lot is known and designated on the revised plat of the Village of Mason, Plat Book 1, Page 220 and bounded and described as follows:

Beginning at an iron pin in the Easterly line of an alley at the Southwesterly corner of Lot # 131; running thence, from said point of beginning, with the lines of said Lot #131, on the following courses: (1) with the Easterly line of said alley, N 5 deg. 48' 50" E. 84.17 feet to an iron pin; (2) with the Southerly line of an alley, S. 82 deg. 59' 55" E. 64.01 feet to an iron pin in the Westerly line of Lot # 133; (3) with the Westerly line of Lot # 133, S. 9 deg. 49' 55" E. 87.92 feet to an iron pin; (4) N. 82 deg. 59' 55" W. 87.72 feet to the point of beginning.

Parcel No. 16 30 152 004

Parcel II

Situated in the Northwestern portion of Section 30, Town 4, Range 2, M.R.S., and described as follows:

Commencing at the Northwest corner of Lot # 11 of Lambs additions to the Town of Mason in Deerfield Township, Warren County, Ohio, and in the center of the Road leading North of Mason to Union Village, thence east with the Old North Corporation line of Mason, 13-1/3 poles: thence North, 3 poles; thence west 13-1/3 poles to the center of said Road, thence South with the center of said Road 3 rods to the place of beginning, containing 40 square poles of land and the same being known as Lot # 276 by the new Plat of Mason, Warren County, Ohio.

Parcel No. 16 30 151 004

Parcel III

Situated in Section 30, Town 4 E, Range 2 N, City of Mason, Warren County, Ohio and being part of Lot No. 133 as said Lot is known and designated on the revised plat of the Village of Mason, in Plat Book 1, pages 219 & 220 and bounded and described as follows:

Beginning at an iron pin at the Easterly terminus of a 16.5 foot wide alley at the Northwesterly corner of said Lot No. 133; thence, with the boundary of said Lot No. 133 on the following courses: (1) S. 83 deg. 07' 25" E. 268.34 feet to an iron bar; (2)

EXHIBIT "A"
(Continued)

S. 10 deg. 01' 25" E. 181.06 feet to an iron pin at the Northwesterly corner of Lot No. 136; thence, S 61 deg. 30' 55" W. 35.60 feet to and iron pin; thence, S. 27 deg. 38' 05 " E. 33.80 feet to an iron pin; thence, by a new division line, S. 62 deg. 21' 10 " W. 87.37 feet to an iron pin at the Northwesterly corner of Lot No. 134; thence, with the Northerly line of Lot No. 134, S. 79 Deg. 41' 20" W. 85.00 feet to an iron pin at the northeasterly corner of Lot No. 135; thence, N. 9 deg. 55' 15" W. 33.00 feet to an iron pin; thence, S. 80 deg. 48' 10" W. 66.00 feet to an iron pin in the Westerly line of Lot No. 133; thence, with said Westerly line, N. 9 deg. 49' 55" W. 295.48 feet to the point of beginning, containing One and Five Hundred Ninety-eight Thousandths (1.598) Acres, subject to all easements of record.

Parcel No. 16 30 151 020

In addition to the conveyance of the foregoing described real estate, the herein Grantor also hereby conveys to Grantee, his heirs and assigns, an easement over the following described 15 foot wide Right-of-Way:

Beginning at an iron pin in the Northerly line of Main Street, said iron pin being the Southeasterly corner of Lot No. 134 and a Southwesterly corner of Lot No. 133, thence, N 11 deg. 59' 20" W. 143.50 feet to an iron pin at the Northeasterly corner of Lot No. 134 and being in a Southerly line of the above-described 1.598 Acre Tract; thence, N. 62 deg. 21' 10" E. 15.58 feet to a point; thence, S. 11 deg. 59' 20" 143.50 feet to a point in the Northerly line of Main Street; thence, with the Northerly line of Main Street, S. 62 deg. 21' 10 " W. 15.58 feet to the place of beginning, for use as a driveway easement.

Parcel No. 16 30 151 021

ORIGINAL

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

**PARCEL(S): 16-30-151-004; 16-30-152-004; 16-30-151-020
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and Bobby Jerry Glass [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 of \$339,100.00. Purchaser shall pay to Seller the amount of \$14,500.00 as an entry price and down payment for the purchase of the Property. This down payment shall be deducted from the final purchase price of \$339,100.00. 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.

Purchaser's performance under this provision of the Contract is contingent upon satisfaction of the following events, unless any such event is expressly waived by Purchaser by written notice to Seller of any such waiver: 1) Purchaser determining that the Real Estate is free from environmental contaminants. 2) Seller shall permit Purchaser to make any reasonable inspection of the Real Estate. This provision



shall not merge with the deed and shall survive Closing.

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 at the time of Closing, provided that such installments of special assessments shall be a pre-existing 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

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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.

A handwritten signature in black ink, appearing to be the initials 'JL' or similar, located at the bottom left of the page.

11. Physical Possession of Vacant Land and Structures

Physical possession of vacant land and vacant structures shall be surrendered by Seller to Purchaser no later than June 30, 2008. 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 \$30,000.00 at Closing. This amount shall be in a check made payable to both Seller and Purchaser, to be held by Purchaser's attorney, Robert Peeler, as escrow agent, in his trust account. An escrow agreement will be executed by the parties at closing. In addition to securing payment for any property damage occurring during Seller's occupancy of the Property, this security deposit shall secure Seller's obligation to remove all equipment, sheds, gazebo and piles of any and all other materials from the Property, and Seller shall seed the site occupied by these items. The site shall be in "mowable" condition, except roadway and parking areas, when Seller vacates the Property. This security deposit (less any deductions) shall be held until such time as Seller's obligations hereunder is completed and/or such time as Seller vacates the Property, but no later than June 30, 2008. Purchaser shall inspect the property and seller shall have 30 days to cure any defect prior to any deduction from the security deposit. Seller, while occupying the premises, shall be responsible for the payment of all utility bills and homeowner's liability/casualty insurance costs for coverage in the amount of \$300,000.00 to \$500,000.00, as well as coverage in the amount of \$5,000.00 for medical payments, and Seller shall provide evidence of such insurance to Purchaser at Closing. 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 or at Closing. This contract is contingent upon the execution of the Lease Agreement by Seller prior to or at Closing.

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, either 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 Bobby Jerry Glass (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. Robert W. Peeler

Bobby Jerry Glass
Bobby Jerry Glass Seller

Robert W. Peeler
Print Name of Witness

9-19-07

Date: _____

2. Pamela J McCoy

Pamela J McCoy
Print Name of Witness

1. _____

Print Name of Witness

Seller

By: _____
Print Name of Signer

Date:

2. _____

WITNESS:

CITY OF MASON, OHIO

1. _____

Print Name of Witness

Eric Hansen, City Manager

Date:

2. _____

Print Name of Witness