

EXHIBIT "A"

Situate in Deerfield Township, Warren County, Ohio, and being a part of Sec. 30, T. 4, R. 2 and commencing at the N.W. corner of Lot No. 279 in the City of Mason, thence East along the North line of said Lot No. 279 to the N.E. corner of said lot; thence N. 12 feet (a continuation of the East boundary line of Lot 279 to a stone; thence W. on a line parallel to the N. boundary line of Lot 279 to the Section Line Street; thence S. 12 feet to the plat of beginning, being a strip 12 feet wide cut out of said section and added to the North side of Lot 279 extending the entire length from East to West thereof. Also the following described real estate: Situate in Sec. 30, T. 4, R. 2, M.R.S., Deerfield Township, Warren County, Ohio, and in the City of Mason, the part hereby conveyed being located to the East of Section Line Street, and being Lot No. 279 as the same is known and designated on the revised plat of Mason, Warren County, Ohio Recorder's Office. **SAVE AND EXCEPT** a strip of land 12 feet in width off the South side of said Lot No. 279, the same having been conveyed to Albert H. Bennett, Administrator and Trustee of the Estate of J. C. Bennett, Deceased, by deed dated July 6, 1906, from John Gramlich, which deed is recorded in Deed Book Vol. 88, Page 222, Warren County, Ohio Deed Records.

Parcel No.: 16-30-151-001

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

**PARCEL(S): 16-30-151-001
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and US Bank Home Mortgage, N.A. [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 \$132,541.96. 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.

The property taxes are current through the first half of 2006. Purchaser shall be responsible for the payment of all property taxes beginning with the second half of 2006 tax bill.

Seller shall not be responsible for the payment of any closing or recording fees.

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".

5. Warranty of Title

Seller does not provide any warranty of the title to the property described in Exhibit "A" and Purchaser is relying upon its own examination of the title to verify marketability.

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. Sale of the property "AS IS".

Seller shall sell and Purchaser shall accept the property in its current, "AS IS" condition.

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, 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 US Bank Home Mortgage, N.A. (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

US Bank Home Mortgage, N.A.

1. Rozalynn Martin

Rozalynn Martin
Print Name of Witness

By: Kim Stewart
Kim Stewart, Assistant Vice President

Date: 4/2/2007

2. Cheryl Turner

Cheryl Turner
Print Name of Witness

WITNESS:

CITY OF MASON, OHIO

1. Joan Bernard
JOAN BERNARD
Print Name of Witness

By: Eric Hansen
Eric Hansen, City Manager

4/20/07

Date:

2. Kurt Seiler
Kurt Seiler
Print Name of Witness

Date: _____
Approved as to form:
Legal Counsel for the City of Mason, Ohio