

**EXHIBIT "A"**

**Parcel No. 16 30 151 002**

**Real property situated in the County of Warren, City of Mason and State of Ohio and further described as follows:**

**And being Lot No. 278 and a twelve (12) foot strip off the south side of Lot No. 279, recorded as such on the late plat to the Village of Mason.**

**Subject to easements and restrictions of record, including a sewer easement to the Village of Mason recorded at Volume 333, Page 563, Warren County Deed Records.**

**Sidwell No. 16 30 151 002**

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

**PARCEL(S):16-30-151-002  
WARREN COUNTY, OHIO  
CITY OF MASON, OHIO**

*Husband & Wife  
Charlene Sies  
2-23-07*

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and Thomas Robert Sies [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" the Deed being a total take, attached hereto and by this reference incorporated herein, for an agreed amount of \$120,000.00.00. 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;

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 the Bureau 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 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, ~~withina, cancel, and void this Agreement~~ upon written notice to Seller. Seller however, shall have the right to remove the kitchen cabinets from the residence on or before July 9, 2007. Seller shall be solely responsible for the removal of the cabinets and shall hold Purchaser harmless against any liability Seller incurs as the result of the cabinet removal. Seller may also remove all ceiling fans and shall ~~hold~~ hold Purchaser harmless against any liability Seller incurs as the result of the fan removal.

bathroom

responsible for the removal of the cabinets

liability Seller incurs

8. Offer to Sell

T.R.S.

EH

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 to Purchaser not later than July 1, 2007. Seller's daughter, Christine Morris, shall lease the Property from Purchaser and shall execute a lease not later than date on which payment of the purchase price is tendered by Purchaser. This contract is contingent upon the execution of the lease Agreement with provisions pertaining to her obligations as Tenant.

**12. Binding Agreement**

TR.S.  
E.H.

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 Thomas Robert Seis (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

*Chadene Seis  
Husband & Wife*

WITNESS

1. Alan T. Connor

Alan T. Connor  
Print Name of Witness

Thomas R. Sies  
Seller

By: THOMAS R. SIES  
Print Name of Signer

2-23-07  
Date:

2. \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

1. \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

Charlene Sies  
Seller

By: CHARLENE SIES  
Print Name of Signer

2-23-07  
Date:

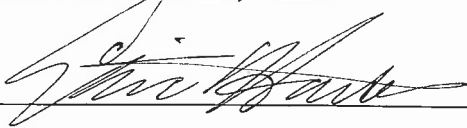
2. \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**WITNESS:**

**CITY OF MASON, OHIO**

1. \_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

Print Name of Witness

By: Eric Hansen City Mgr  
\_\_\_\_\_

Print Name and Title

\_\_\_\_\_  
Date:

2. \_\_\_\_\_

\_\_\_\_\_

Print Name of Witness

 Date: 4-11-07

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



**Property Acquisition  
Settlement Sheet  
City of Mason, Ohio**

**Date:** February 23, 2007

**Parcel Number:** 15WD (16-30-151-002)

**Containing:** Being a total purchase of the parcel 13-30-151-002

**GRANTOR:** Thomas Robert Sies  
222 Mason Montgomery Road  
Mason, Ohio 45040

Compensation for Land (all parcels listed above)  
In Fee or as an Easement  
Damages to Remainder (all parcels listed above)  
Includes value for Temporary Easements (Right of Entry)  
And Drainage Easement (s) as applicable.  
Compensation for fences, trees, shrubs, etc. (all  
Parcels listed above) as applicable.

**TOTAL SETTLEMENT (All parcels listed above) \$126,000.00**

Grantor: Thomas R. Sies Date: 2-23-07  
Thomas Robert Sies  
Charlene Sies Date: 2-23-07

**Negotiator:** Dion C. Connor  
CDS Associates, Inc.  
11120 Kenwood Road  
Cincinnati, Ohio 45242-1818  
Phone 513-791-1700 or Fax 512-791-1936

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This instrument represents a total - "full" - settlement with respect to consideration agreed upon for the signing and execution of said easements or fee purchase so identified above.