

S.R. 130-99

04-17-07

16-36D

EXHIBIT A

PAGE 1 OF 2

PARCEL 3WD
MASON-MONTGOMERY ROAD
0.027 ACRE

Situated in the State of Ohio, County of Warren, City of Mason, lying in Section 36, Township 4 East, Range 2 North, Between the Miamis, lying across Lots 49 and 92 as shown on the Revised Plat of Mason, Ohio of record in Plat Book 1, Page 220, being a part of that tract conveyed to Don S. Bowyer of record in Deed Book 480, Page 913 and Official Record 266, Page 144, and described as follows:

Beginning, for reference, at the southeast corner of said Lot 49, also being the southeast corner of that 0.0410 acre tract dedicated as right-of-way and shown on Replat and Dedication Plat of Part of Lot 49, Original Town of Mason (S.R. 4 Pgs. 174 & 175) of record in Plat Book 65, Page 4, formerly being the intersection of the west right-of-way line of Mason-Montgomery Road with the north right-of-way line of East Church Street as shown on said Revised Plat of Mason, Ohio;

thence North 05° 06' 09" East, with said former west right-of-way line, the east line of said Lot 49, and the east line of said 0.0410 acre tract, 78.90 feet to a magnetic nail set at the northeast corner of said 0.0410 acre tract and the southeast corner of said Bowyer tract, the *True Point of Beginning*;

thence North 84° 13' 07" West, a line common to said Bowyer tract and said 0.0410 acre tract, 14.69 feet to an iron pin set;

thence across said Bowyer tract, the following courses:

North 07° 04' 07" East, 44.62 feet to an iron pin set;

North 11° 36' 15" East, 57.72 feet to an iron pin set on the line common to said Bowyer tract and Tract One conveyed to Mason Grange No. 1680 of record in Official Record 810, Page 501;

thence South 84° 13' 07" East, with said common line, 6.63 feet to a ½ inch iron rebar found marking a common corner thereof and on said west right-of-way line;

thence South 05° 06' 09" West, with said west right-of-way line, passing a ½ inch iron rebar found at 50.52 feet, 102.03 feet to the *True Point of Beginning*, containing 0.027 acre, more or less.

Of the above described 0.027 acre, 0.016 acre is located in Parcel No. 16-36-279-010 and 0.011 acre is located in Parcel No. 16-36-279-009.

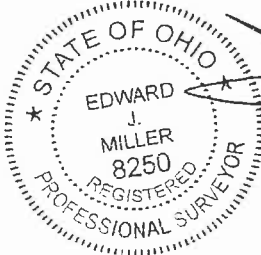
Bearings are based on the Ohio State Plane Coordinate System, South Zone, per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments 33 & 33A, established by Woolpert, Inc. for Warren County GIS GPS Control Network, having a bearing of North 05° 06' 09" East for a portion of the centerline of Mason-Montgomery Road.

All references are to the records of the Recorder's Office, Warren County, Ohio.

This survey was prepared by Evans, Mechwart, Hambleton & Tilton, Inc. under the direction of Edward J. Miller, P.S. No. 8250 from existing records and actual field surveys performed in 2006.

Iron pins set, where indicated, are ¾ inch steel rods, thirty (30) inches long with a 1 ½ inch diameter aluminum cap stamped "City of Mason, Ohio Right-of-Way Marker."

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Edward J. Miller
Professional Surveyor No. 8250

Date

4/17/07

The survey plat for the above description is filed in Volume 130, Page 99, at the Warren County Engineer's Record of Land Division.



SIDWELL NO. 16-30-152-009



Know All Men by These Presents

That HERBERT S. MC BRIDE AND HELEN MC BRIDE (Husband and Wife)

of Warren County, Ohio,

in consideration of One Dollar and other Good and Valuable Considerations

to them in hand paid by DON S. BOWYER (Unmarried)

whose address is 206 N. Section Avenue, Mason, Ohio 45040

do hereby Grant, Bargain Sell and Convey

to the said Don S. Bowyer

his heirs

and assigns forever, the following described Real Estate,⁽¹⁾

Being part of Lot Numbered One Hundred and Twenty-Seven (127) on the revised plat of the Village of Mason, County of Warren, and State of Ohio, and further described as follows:

Beginning at the southwest corner of said Lot 127, running thence north 46 feet and 10 inches to the northwest corner of the tract herein conveyed; thence eastward and parallel with the south boundary line of said Lot 127, an approximate distance of 132 feet to the east line of said lot; thence south along the east boundary line of said lot 46 feet and 10 inches to the south boundary line of said lot; thence along the south boundary line of said lot to the point of beginning, a distance of approximately 132 feet.

PRIOR DEED REFERENCE: Being the same real estate conveyed to the Grantors in Deed Volume 489, Page 139, of the Warren County, Ohio, Deed Records.

and all the Estate, Right, Title and Interest of the said grantor S in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging, to said grantee

Don S. Bowyer, his

heirs and assigns forever. And the said

Herbert S. McBride and Helen McBride

do hereby Covenant and Warrant that the title so conveyed is Clear, Free and Uncumbered, and that they will Defend the same against all lawful claims of all persons whomsoever.

Save and except taxes due and payable in June, 1979, and thereafter, and easements and restrictions of record.

(1) Include reference to volume and page of next preceding recorded instrument through which grantor claims title. (R.C. § 319.20.)

(200 Mason-Marketing Rd.)

EXHIBIT A
PAGE OF

20262

1963
Ohio

Warrenty Deed

FROM

HELEN BURSK
and
JULIA BURSK

TO

DON S. BOWYER

RECEIVED Aug 23 1963
TIME 12:05 PM
RECORDED Aug 23 1963
V 241 PAGE 657
FILED

PEARL GRAHAM

Warren County Recorder, Lebanon, O.

ATTORNEY AT LAW

LEBANON, O.

1st Reading
Warren County Recorder
Aug 23 1963

20262
243
Pearl Graham

EXHIBIT
PAGE OF

Know All Men by These Presents:

That HELEN BURSK and JULIA BURSK, both unmarried,
in consideration of ONE DOLLAR and other good and valuable consideration

to them paid by

DON S. BOWYER

whose address is 206 N. Section, Mason, Ohio,
the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell
and Convey to the said

DON S. BOWYER

his heirs and assigns forever,

the following described Real Estate, to-wit:

Situated in the county of Warren, State of Ohio, and the Village of Mason, and being in the northerly part of lot numbered one-hundred and twenty-seven (127) ~~and now designated as lot 127 of the revised plat of the village of Mason, Ohio, (on record in said county recorder's office).~~ More particularly bounded and described as follows:

Beginning at the southwest corner of lot one hundred twenty eight of the revised plat of the Village of Mason. Thence East 132.00 feet to a sixteen and one-half foot (16.5') alley; Thence south (along said (16.5') alley) 37.34 feet; Thence west 132.00 feet; Thence North 37.34 feet to the place of beginning.

Containing 0.113 acres more or less and subject to the legal highways and easements of record.

Being part of tracts devised to the grantors herein by will of Frank Bursk, deceased, shown by certificate of transfer recorded in Vol. 127, page 331, Warren County Ohio deed records and by deed from Kleeman Bursk to the grantors herein, dated April 5, 1941 of record in Vol. 139, page 544, Warren County Deed Records.

VOL 341 PAGE 659

Vacant parcel between
200 and 206 Mason - Montgomery.

17206

TRANSFERRED

APR 13 1963

LESLIE J. SPAETH &
WARREN COUNTY, OHIO

Warranty Deed

Vol. 336 Page 532

FROM

JULIA M. BOWYER

TO

DON BOWYER

RECEIVED April 13 1963
TIME 1:30 P.M.
RECORDED April 13 1963
VOL. 336 PAGE
FEE \$02

PEARL GRAHAM

Warren County Recorder, Lebanon, O.

300
L. Scott (Ray) [Signature]

OHIO WARRANTY DEED No. 21.

The W. H. Anderson Company,
Publishers, Cincinnati, Ohio.

Know All Men by These Presents:

That

JULIA M. BOWYER, an unmarried woman

in consideration of One Dollar (\$1.00) and other considerations

to her paid by Don Bowyer, an unmarried man

whose address is Mason, Ohio

the receipt whereof is hereby acknowledged, do as hereby Grant, Bargain, Sell and Convey to the said

Don Bowyer, an unmarried man,

his heirs and assigns forever,
the following described Real Estate,

Situated in the County of Warren, State of Ohio, and Village of Mason, being Lot number 128 as recorded on the Plat of said Village.

Being the same property that was conveyed by Deed from The Mason Building and Savings Company to Frank Bowyer, Sr. and Julia Bowyer as recorded in Vol. 140 page 479 of the Warren County Deed Records.

(206 Mason-Montgomery Rd.)

And Whereas, the testatrix died seized in fee simple of the real estate hereinafter described, and in order to carry out the provisions of said last Will and Testament, it is necessary to sell said real estate.

Now, therefore, NELSON BERCAW, EXECUTOR

as
aforesaid, in pursuance of the said provisions of the said last Will and Testament of said

HELEN BURSK

deceased, and by virtue

of the statute in such cases made and provided, and of the powers vested in me, and for and in consideration of the premises, and the sum of

Thirty-Six Thousand _____ Dollars (\$ 36,000.00) paid, or

secured to be paid to him by said Don S. Bowyer

whose address is 206 North Section Avenue, Mason, Ohio,

the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said Don S. Bowyer

his heirs and assigns forever, the following described Real Estate, situated in the County of Warren, in the State of Ohio and in the City of Mason, and bounded and described as follows:

Situated in the State of Ohio, Warren County, Deerfield Township, and City of Mason, Known as Lot #129 as designated on the Recorded Plat of the Village of Mason, Warren County, Ohio, adopted December 1890.

Prior Reference: Deed Vol. 127, Pg. 331
2nd Vol. 139, Pg. 544
2nd Vol. 528, Pg. 238

(210 Mason-Montgomery Rd.)

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

**PARCEL(S): 16-36-279-009; 16-36-279-010
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and Don Bowyer, aka Don S. Bowyer [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 donate to Purchaser his property, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein. 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) a Temporary Right of Entry area of .016 and .018 acres to be in effect beginning on the date of Closing and to end 12 months from the date of Closing, or upon completion of the project, whichever occurs first.

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".

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, 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 Don Bowyer, aka Don S. Bowyer (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. _____

Print Name of Witness

Don Bowyer, aka Don S. Bowyer, Seller

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. _____

Eric Hansen, City Manager

Print Name of Witness

Date:

2. _____

Print Name of Witness

Date:

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

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

**PARCEL(S): 16-30-152-012-1; 16-30-152-012-2;
16-30-152-008; 16-30-152-002
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and Don Bowyer, aka Don S. Bowyer [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 \$410,000.00. 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.

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".

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 is selling and Purchaser shall accept the Property in its current "AS IS" condition. Seller shall not change the existing character of the land described in Exhibit "A", except for the removal of fireplace mantle and the stained glass on the south side of the structure located at 206 N. Mason Montgomery Road, Parcel no. 16-30-152-008, and a section of fence located between 206 and 210 N. Mason Montgomery. 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 on or before June 1, 2007. With regard to Parcel no. 16-30-152-012-1 and 16-30-152-012-2, being the two family structure located at 200 N. Mason Montgomery Road, Purchaser shall continue to lease the Property to Tracy Jackson and Tammy Ridenor (Tenants). The Closing is contingent upon Tenants each executing a Lease prior to or at Closing for initial rentals in the amount of \$350.00 (Tracy Jackson) and \$475.00 Tammy Ridenor.

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 Don Bowyer, aka Don S. Bowyer (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. _____

Print Name of Witness

Don Bowyer, aka Don S. Bowyer, Seller

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. _____

Eric Hansen, City Manager

Print Name of Witness

Date:

2. _____

Print Name of Witness

Date: _____

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

316570.1