

**PARCEL 17WD
MASON-MONTGOMERY ROAD
0.020 ACRE**

Situated in the State of Ohio, County of Warren, City of Mason, lying in Section 30, Township 4 East, Range 2 North, Between the Miamis, lying across Lot 276 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 Bobby Jerry Glass and Linda Ann Glass of record in Deed Book 451, Page 680, and described as follows:

Beginning at a ½ inch iron rebar found marking the southwest corner of said Lot 276, being the intersection of the east right-of-way line of Mason-Montgomery Road with the north right-of-way line of Tucker Drive as shown on said Revised Plat of Mason, Ohio;

thence North 05° 06' 09" East, with said east right-of-way line, the west line of said Lot 276, 49.50 feet to a ½ inch iron rebar found marking the northwest corner of said Lot 276 and the southwest corner of Lot 277 as shown on said Revised Plat of Mason, Ohio conveyed to Douglas L. Holderbaum and Nancy Holderbaum of record in Official Record 110, Page 354;

thence South 83° 54' 22" East, with the line common to said Lots 276 and 277, 18.00 feet to an iron pin set;

thence South 05° 06' 09" West, across said Lot 276, 18.00 feet easterly of and parallel to said east right-of-way line, 49.50 feet to an iron pin set in the south line of said Lot 276 and said north right-of-way line;

thence North 83° 54' 22" West, with said north right-of-way line and said south line, 18.00 feet to the *Point of Beginning*, containing 0.020 acre, more or less, being out of Parcel No. 16-30-151-004

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

12/7/06
Date

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

217 North St. N

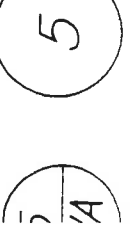
217 Mason-Montgomery Rd.

215 N. Section St.

Michael P. Hardy
16-36-279-007

Tucker Dr.

10 AC.



Ex. R/W



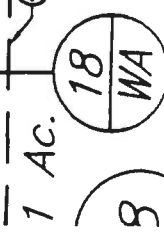
Sta. 7+37.58
26.72' Lt.
0.034 AC.
WD

Sta. 7+39.18
13.27' Rt.

Ex. R/W

Sta. 7+38.95
30.77' Rt.

7+38.80
92 Rt.

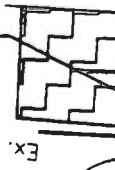


1 AC.

Section St.

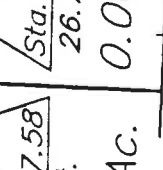
Heimann &
Heimann
-30-152-001

Sta. 7+54.08
26.79' Lt.



0.003 AC.
WA

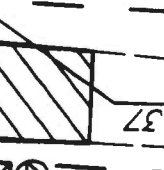
Sta. 7+55.68
13.20' Rt.



0.011 AC.

Sta. 7+55.45
31.20' Rt.

38.47' Rt.



0.011 AC.

216 N. Section St.

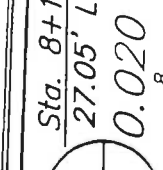
Bobby Jerry Glass &
Linda Ann Glass
P.N. 16-30-151-004

Sta. 8+14.10
29.33' Lt.



0.020 AC.
WA

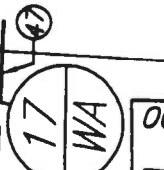
Sta. 8+14.08
31.00' Lt.



0.011 AC.

Sta. 8+05.18
12.99' Rt.

30.99' Rt.



0.023 AC.

218 N. Section St.

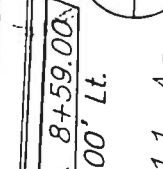
Douglas L. Holderbaum &
Nancy Holderbaum
P.N. 16-30-151-003

Sta. 8+14.11
31.00' Lt.



0.011 AC.

Sta. 8+59.00
31.00' Lt.



0.027 AC.

Sta. 8+74.08
27.31' Lt.

56.82' Rt.

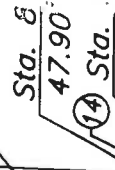


0.023 AC.

218 N. Section St.

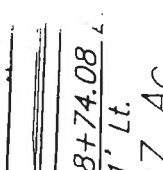
Douglas L. Holderbaum &
Nancy Holderbaum
P.N. 16-30-151-003

Sta. 8+94.18
37.76' Rt.



0.027 AC.

Sta. 8+94.45
37.76' Rt.



0.027 AC.

Sta. 8+94.18
37.76' Rt.

56.82' Rt.



0.023 AC.

218 N. Section St.

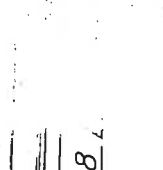
Douglas L. Holderbaum &
Nancy Holderbaum
P.N. 16-30-151-003

Sta. 8+94.18
37.76' Rt.



0.027 AC.

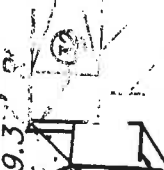
Sta. 8+94.45
37.76' Rt.



0.027 AC.

Sta. 8+94.18
37.76' Rt.

56.82' Rt.



0.023 AC.

218 N. Section St.

Douglas L. Holderbaum &
Nancy Holderbaum
P.N. 16-30-151-003

Sta. 8+94.18
37.76' Rt.



0.027 AC.

Sta. 8+94.45
37.76' Rt.



0.027 AC.

Sta. 8+94.18
37.76' Rt.

56.82' Rt.



0.023 AC.

218 N. Section St.

Douglas L. Holderbaum &
Nancy Holderbaum
P.N. 16-30-151-003

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

**PARCEL(S): 16-30-151-004
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/Option to Purchase

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 \$12,150.00. 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) and a Temporary Right of Entry area of approximately 200 square feet 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 grants to Purchaser the option and privilege of purchasing the Property at any time from the date of execution of this Contract until October 31, 2007, according to the terms and conditions outlined herein. Purchaser shall indicate his desire to exercise said option to purchase by delivery of a written notice to Seller. The purchase price of the Property shall be the sum of Three Hundred Thirty Seven Thousand Eight Hundred and Fifty Dollars (\$337,850.00), which price is Seller's asking price, \$350,000.00 less the \$12,150.00 currently being paid for the partial take. The Option to Purchase will be for the following

parcels: the balance of Parcel no. 16-30-151-004; a parcel on Mason-Montgomery Road, being Parcel no. 16-30-152-004 and a parcel on Main Street, being Parcel no. 16-30-151-020. 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, 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, Purchasers, 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 Bobby Jerry Glass (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. _____
_____ Bobby Jerry Glass Seller
_____ Print Name of Witness

Date: _____

2. _____
_____ Print Name of Witness

1. _____
_____ Seller
_____ Print Name of Witness

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