



EXHIBIT A
PAGE 1 OF 3

6900 Tylersville Road, Suite A
Mason, Ohio 45040
P 513.336.6600
F 513.336.9365
www.bayerbecker.com

January 23, 2008

DESCRIPTION:

Four Seasons
City of Mason
Parcel 1
0.3501 Acres

LOCATION:

City of Mason,
Warren County, Ohio

Situated in Section 30, Town 4, Range 2, City of Mason, Warren County, Ohio, and being part of an original 24.562 acre parcel as conveyed to Green Valley Apartments, LLC, recorded in Official Record 4390, Page 684 of the Warren County Recorder's Office, containing 0.3501 acres further described as follows:

Begin at a point found by measuring from a set 5/8" iron pin on the northwest corner of Lot 17 of Timberbrook Estates, Section Two, as recorded in Plat Book 19, Page 13, and the southerly line of City of Mason land, as recorded in Official Record 3316, Page 264, said corner also being the true point of beginning;

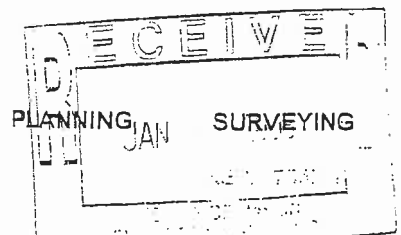
- thence from the true point of beginning, departing said City of Mason land, with said Timberbrook Estates, the following two courses: South 13°18'47" East, 133.94 feet to a found stone;
- thence South 40°30'48" West, 66.00 feet to a set 5/8" iron pin;
- thence departing said Timberbrook Estates, with a new division line, the following two courses: South 84°17'34" West, 25.00 feet to a set 5/8" iron pin;
- thence North 19°24'46" West, 197.67 feet to a set 5/8" iron pin on the southerly line of said City of Mason land;
- thence departing said new division line, with said City of Mason land, South 88°05'16" East, 102.66 feet to the true point of beginning containing 0.3501 acres of land subject to all easements and right-of-way of record.

The above description was prepared from a survey prepared by Bayer Becker, Jeffrey O. Lambert, Registered Surveyor #7568 in the State of Ohio, January 23, 2008.

The Plat of which is recorded in Volume _____, Page _____, of the Warren County Engineer's Records.

CIVIL & TRANSPORTATION ENGINEERING

LANDSCAPE ARCHITECTURE





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August 5, 2008

DESCRIPTION:

Four Seasons
 City of Mason
 Parcel 3
 0.1920 Acres

LOCATION:

City of Mason,
 Warren County, Ohio

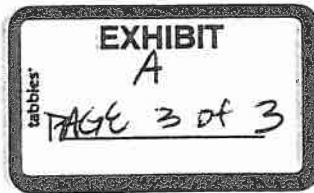
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- thence from the true point of beginning thus found, with said Timberbrook Estates, Section Three, continuing, South 05°42'26" East, 170.22 feet to a set 5/8" iron pin;
- thence departing said Timberbrook Estates, with said Village of Mason, South 55°52'58" West, 71.91 feet to a set 5/8" iron pin;
- thence departing said Village of Mason, with a new division line, the following three courses: North 01°22'22" East, 66.50 feet to a set 5/8" iron pin;
- thence North 06°32'24" East 141.67 feet to a set 5/8" iron pin;
- thence North 84°17'34" East, 25.00 feet to the true point of beginning containing 0.1920 acres of land subject to all easements and right-of-way of record.

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August 5, 2008

DESCRIPTION:

Four Seasons
 City of Mason
 Parcel 4
 1.6773 Acres

LOCATION:

City of Mason,
 Warren County, Ohio

Situated in Section 30, Town 4, Range 2, City of Mason, Warren County, Ohio, and being part of an original 24.562 acre parcel as conveyed to Green Valley Apartments, LLC, recorded in Official Record 4390, Page 684 of the Warren County Recorder's Office, containing 1.6773 acres further described as follows:

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- thence from the true point of beginning thus found, continuing South 53° 56'28" West, 456.34 feet;
- thence South 14°10'38" West, 130.00 feet to a set 5/8" iron pin on the northeast corner of John G. Sanders, as recorded in Official Record 1388, Page 470;
- thence departing said City of Mason land, with said Sanders, North 73°30'22" West, 147.88 feet to a set 5/8" iron pin;
- thence departing said Sanders, with a new division line the following ten courses: North 13°41'24" East, 172.20 feet to a set 5/8" iron pin;
- thence North 53°36'25" East, 119.42 feet to a set 5/8" iron pin;
- thence North 78°22'04" East, 204.35 feet to a set 5/8" iron pin;
- thence North 53°00'42" East, 126.84 feet to a set 5/8" iron pin;
- thence North 01°36'44" East, 144.83 feet to a set 5/8" iron pin;
- thence Departing said new division line, with said Village of Mason, South 34°07'02" East, 178.51 feet to the true point of beginning containing 1.6773 acres of land subject to all easements and right-of-way of record.

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CIVIL & TRANSPORTATION ENGINEERING

LANDSCAPE ARCHITECTURE

PLANNING

SURVEYING

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

**PARCEL(S): 16-30-127-017
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the **City of Mason, Ohio, an Ohio municipal corporation**, (hereinafter "Purchaser") and **Green Valley Apartments, LLC, an Ohio limited liability company, and JRM Ventures, LLC, an Ohio limited liability company, whose address is 5765 South State Route 48, #177, Maineville, Ohio 45039** (hereinafter "Seller"); "Seller" includes all of the foregoing named persons or entities, its successors or assigns in the hereinafter described real property].

See attached Exhibit "A".

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 the property, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, for **Sixty Thousand Dollars (\$60,000.00)**. There shall be no additional amount of compensation due Seller for: (a) the real property to be conveyed, including fixtures, if any; (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.

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 not 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 after the date of transfer of title. Taxes cannot be

accurately prorated at Closing due to current taxes not being assessed on the property. The taxes are based upon a large tract or parcel from which the subject property has been cut-out. Any proration shall be handled between the parties outside of closing at such time as taxes are assessed on the subject property.

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 dedication plat or 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 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. Seller shall insure that the sale and transfer are done in accordance with the requirements of the operating agreements of both companies. Seller shall provide Purchaser evidence of compliance with the terms of the operating agreements in the form of a proper resolution at Closing.

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. 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.

5. 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.

6. No Change in Character of Property

Seller shall not change the existing character of the land described in Exhibit "A" prior to the date of Closing. 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. This provision shall not merge with the deed and shall survive Closing.

7. 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.

8. 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.

9. 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, unless an extension of this Contract is agreed upon.

10. Physical Possession of Vacant Land

Physical possession of vacant land shall be surrendered by Seller to Purchaser at Closing.

11. Binding Agreement

This Agreement shall be binding upon Seller and Seller's successors and assigns, and this Agreement shall inure to the benefit of Purchaser, its successors and assigns.

12. 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.

13. 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 expressed or implied, other than herein set forth, shall be binding upon either party.

IN WITNESS WHEREOF, the parties hereto, namely the City of Mason, Ohio (Purchaser) and Green Valley Apartments, LLC, an Ohio limited liability company, and JRM Ventures, LLC, an Ohio limited liability company (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

Green Valley Apartments, LLC, an Ohio limited liability company, Seller

1. _____

By: _____
Print name and officer position

2. _____

By: _____
Print name and officer position

Date: _____

JRM Ventures, LLC, an Ohio limited liability company, Seller

1. _____

By: _____
Print name and officer position

2. _____

By: _____
Print name and officer position

Date: _____

WITNESS:

CITY OF MASON, OHIO, PURCHASER

1. _____

By: _____
Eric Hansen, City Manager

2. _____

Date: _____

_____ Date: _____

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



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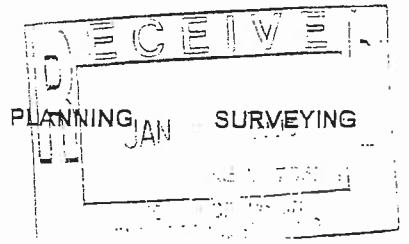
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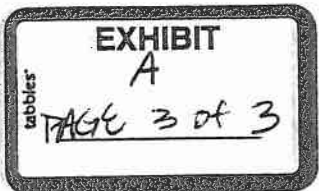
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