



CONTRACT FOR SALE AND PURCHASE

This Contract to Purchase ("Contract") is made by and between **Briarlake Limited II**, an Ohio limited liability company, which has a mailing address of _____, ("Seller") and **the City of Mason, Ohio**, 6000 Mason Montgomery Road, Mason, Ohio 45040, ("Purchaser") under the following terms and conditions:

1. **Real Estate.** Purchaser agrees to purchase from Seller the real estate comprised of approximately 7.9218 acres more or less, , City of Mason, Warren County, Ohio and as more particularly described in Exhibit A attached hereto, known as Warren County, Ohio Auditor's records Parcel Numbers 16 24 480 009 1, 16 24 480 009 2, 16 23 200 034 1, 16 23 200 034 2, 16 23 200 035 1, 16 23 200 035 2 with any improvements and fixtures thereon and with all appurtenant rights, privileges and easements ("Property").

2. **Seller's Certifications.** Seller certifies the following facts regarding the Property.

A. Seller is the sole owner of the entire undivided fee simple interest in the Property;

B. The Property is free from any City, County, State or Federal orders affecting the Property;

C. The area of the Property is 7.9218 acres more or less.

D. At the time possession of the Property is delivered by Seller to Purchaser, the Property shall be in substantially the same condition as on the date hereof, normal wear and tear excepted, as more fully set forth below.

E. Seller has paid or will pay in full all bills and invoices for labor and material of any kind arising from the ownership, operation, lease, repair or maintenance of the Property, and there are no actual or potential claims for mechanic's liens, or other claims outstanding or available to any party in connection with the ownership, operation, repair or maintenance or leasing of the Property.

F. Seller has full power and authority to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract. The individual(s) executing this Contract on behalf of Seller have the authority to bind Seller to the terms and conditions of this Contract. This Contract and all documents required hereby to be executed by Seller, when so executed, shall be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms. The execution and delivery of, and consummation of the transactions contemplated by, this Contract is not prohibited by, and will not conflict with, constitute grounds for termination for, or result in the breach of any agreement or instrument to which Seller is now a party or otherwise subject. Seller is deemed to have made the

representations and warranties contained in this Section 2 again as of the time and date of the Closing, except that Seller shall not be in default hereof if any representation or warranty contained herein cannot be made at the Closing because of the acts or fault of Purchaser.

G. To Seller's knowledge, no toxic, hazardous, explosive or otherwise dangerous materials, substances, pollutants or wastes, as those terms are used in the Clear Air Act, the Clear Water Act, Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Emergency Planning and Community Right-to-Know Act or in any other federal, state or local law environmental law (collectively "Environmental Laws"), petroleum products, polychlorinated biphenyls, or mold in quantities for which remediation is appropriate, have been or are stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, in or under the Property, in violation of any Environmental Law. Further, to Seller's knowledge, no portion of the Property constitutes governmentally protected "wetlands" or is located in a flood hazard area.

H. Portions of the Property have been temporarily used for the parking of automobiles.

3. **Purchaser's Certification.** Purchaser certifies the following: A form of the proposed ordinance of Purchaser's City Council authorizing this transaction is attached hereto as Exhibit "B". This Contract and all documents required hereby to be executed by Purchaser, when so executed, shall be legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms. Purchaser is deemed to have made the certifications contained in this Section 3 again as of the time and date of the Closing, except that Purchaser shall not be in default hereof if any certification contained herein cannot be made at the Closing because of the acts or fault of Seller.

4. **Purchase Price and Terms.** The Purchase Price shall be **One Dollar (\$1.00)**, payable as follows:

- A. No Earnest Money shall pay be paid by Purchaser to Seller.
- B. Balance of the Purchase Price shall be paid by Purchaser to Seller on the date of Closing.

5. Conveyance, Closing, Costs, Possession, Occupancy, and Insurance.

A. **Conveyance.** Transfer of Title to the Property ("Closing") shall occur on a date which shall be agreed upon by Seller and Purchaser, but the Closing shall in no event be later than December 31, 2014, or such other date as shall be mutually agreed to by the parties in writing. The Closing shall occur at the offices of the City of Mason, Ohio, 6000 Mason Montgomery Road, Mason, Ohio 45040, and Seller shall sign a title and gap indemnity to Chicago Title Insurance Company.. Seller shall convey transferable and marketable title to the Property by deed of limited warranty in fee simple absolute. The title to the Property shall be free, clear and unencumbered, subject to non-delinquent real estate taxes; general and special

assessments, if any, zoning ordinances, restrictions, conditions and easements of record. Seller shall have the right at Closing to pay for the removal of any and all liens out of the Purchase Price.

B. Closing Costs, Real Estate Taxes, and other Costs. Purchaser shall pay for the costs of, title examination, and title insurance and survey if any, and deed preparation, and recording costs of the Deed at Closing. Title examination, title insurance and Closing shall be handled on behalf of Purchaser by the office of the Law Director, Wood and Lamping LLP/Center Title, LLC. Seller shall pay the cost of all encumbrance and lien removal costs, all real estate taxes and assessments with respect to the Property that become due and payable as of the date of Closing. Further, Seller shall be responsible for the payment of all real estate taxes and assessments, for the tax year 2014, which are not yet due and payable, but are a lien, through the date of Closing. Seller and Purchaser agree that the taxes and any assessments shall be based on the latest tax information available through the Warren County, Ohio Auditor and Treasurer's records.

C. Possession and Access. Purchaser shall receive possession and occupancy of the Property and access to the Property at Closing.

D. Insurance. Between the date of execution of this Contract and Closing, Seller shall continue to maintain all Insurance on the Property. In the event that tenant holds over, between Closing and the date that tenant vacates the property, tenant shall indemnify and hold Purchaser harmless against any bodily injury, personal injury or for property damage occurring on the Property, except for actions of Purchaser, or its employees, agents, contractors, or other representative.

6. Conditions to Close.

A. Conditions Precedent to Obligations of Seller. The obligations of the Seller hereunder are subject to satisfaction, at or prior to the Closing, of each of the following conditions:

(i) The certifications of Purchaser made in Section 3 of this Contract shall be true and complete in all material respects as of the Closing Date as if made on and as of that date.

(ii) Purchaser shall have paid the purchase price as required herein.

B. Conditions Precedent to Obligations of Purchaser. The obligations of Purchaser hereunder are subject to satisfaction, at or prior to the Closing, of each of the following conditions:

(i) The certifications of Seller made in Section 2 of this Contract shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date.

(ii) All of the terms, covenants and conditions to be complied with and performed by Seller on or prior to the Closing Date shall have been complied with or performed in all material respects.

(iii) Seller shall have delivered to Purchaser each of the documents and other items required to be delivered by Seller as required by Chicago Title Insurance Company, Wood and Lamping LLP, and pursuant to this Contract.

(iv) Seller shall have delivered title to Purchaser as required by Section 5.A.

7. **Delivery of Notice.** Any notice to be given hereunder shall be hand delivered or given by registered or certified mail (return receipt requested) addressed to the party in question at the addresses appearing in the introductory paragraph of this Contract except as is otherwise expressly provided herein. The effective date of any such notice shall be the date on which such notice is delivered (in the case of hand delivery) or mailed (in the case of use of registered or certified mail) to such addresses or the date of actual receipt in any other case. Any address set forth herein may be changed by notice to the other party hereto. A copy of any notice to Seller shall also be given to _____ . A copy of any notice to Purchaser shall also be given to Jeffrey D. Forbes, Esq., Wood and Lamping, 600 Vine Street, Suite 2500, Cincinnati, Ohio 45202.

8. **Offer to Sell.** If Seller executes this Contract prior to Purchaser, then this Contract shall constitute and be an Offer to Sell by the Seller that shall remain open to acceptance by Purchaser, based upon approval by the City Law Director. Upon Purchaser's acceptance, execution, and delivery of this Contract, this Contract shall constitute and be a valid Contract to Purchase that is binding upon all parties hereto.

9. **Assignment.** Neither Purchaser nor Seller shall have the right to assign any of their respective right, title and interest under this Contract

10. **No Merger with Deed.** The terms of this Contract shall not be merged with the deed to be conveyed by Seller to Purchaser and shall survive the Closing for a period of six (6) months.

11. **Sole Contract.** The parties agree that this Contract constitutes their entire agreement and no oral or implied agreement exists. Any amendments to this Contract shall be made in writing, signed by both parties and copies shall be attached to the original agreement. This Contract, if accepted, shall be binding upon the parties, their respective heirs, assigns, and successors.

12. **Ohio Law.** This Contract shall be governed by the laws of the State of Ohio.

13. **Construction of Contract.** No provisions of this Contract shall be construed by any court or other judicial authority against any party by reason of that party being deemed to have drafted or structured the provisions.

14. **Severability.** In the event that any provision or clause in this Contract shall be ruled invalid and severed by a court of competent jurisdiction, such severability shall not affect other provisions of this Contract and they shall remain in full force and effect. This provision shall survive the Closing or any termination hereof.

SIGNATURES ON FOLLOWING PAGE

SELLER:

Briarlake Limited II

By: _____
James C. Ashworth, Authorized Member

Date

PURCHASER:

City of Mason, Ohio

By: _____
Jennifer Heft, Assistant City Manager

Date

APPROVED AS TO FORM:

Jeffrey D. Forbes, Law Director

2006132.1

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT A

1,2301 Acre Parcel

Being a parcel of land situated in Deerfield Township, City of Mason, Warren County, Ohio; Section 23 and 24, Town 4, Range 2 and being part of the properties as conveyed by deed recorded in O.R. Volume 3622, Page 74 of the deed records of the Recorders Office of Warren County, Ohio and being located within the following described points in the boundary thereof

Commencing at a point in the southeast corner of Section 24, thence on the east line of said Section 24 North 05°00'54" West, 498.91 feet; thence leaving said east line North 84°50'48" West, 991.50 feet to the Grantors property line; thence on the Grantors property line on the following courses: (1) South 05°07'55" West, 210.00 feet; (2) South 58°11'42" West, 184.45 feet; (3) South 03°00'07" East, 37.08 feet to the REAL POINT OF BEGINNING of the parcel herein described; thence continuing on the Grantors property line on the following courses: (1) South 03°00'07" East, 210.74 feet; (2) South 83°00'15" West, 207.20 feet; (3) South 80°01'58" West, 10.88 feet; thence leaving the Grantors property line on a new division line on the following courses: (1) North 06°24'31" West, 266.31 feet; (2) South 83°26'07" East, 236.71 feet to the REAL POINT OF BEGINNING containing 1,2301 acres more or less and being subject to all easements of record.

The above description is a result of a survey prepared by Carl D. Walker of SWA Design Group, Inc. Ohio Registered Surveyor No. 6260 dated May 6, 2006, the survey plat which is filed in Volume 128, Plat No. 56 of the Warren County Engineer's Record of Land Division.

116-24-480-009

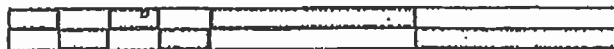
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VOLUME 128 PLAT NO. 36-1
 WARREN COUNTY ENGINEER'S
 RECORD OF LAND SURVEYS

80

SCALE IN FEET

0 150 300 600 900



1" = 300'

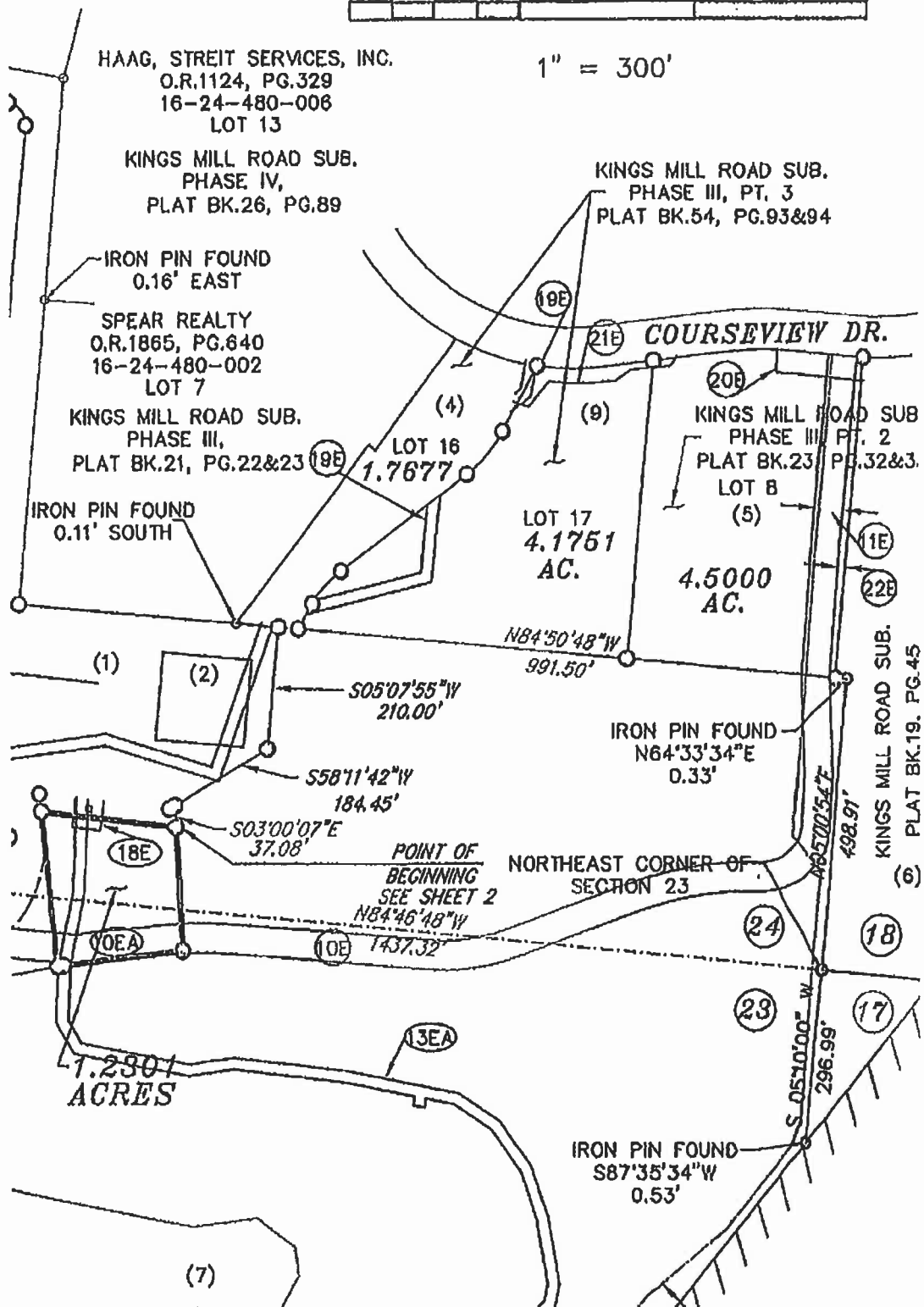


EXHIBIT A

1.6134 Acre Parcel

Being a parcel of land situated in the City of Mason, Warren County, Ohio; Section 23, Town 4, Range 2 and being part of the properties as conveyed by deed recorded in O.R. Volume 4438, Page 77 of the deed records of the Recorders Office of Warren County, Ohio and being located within the following described points in the boundary thereof:

Commencing at the northeast corner of Section 23; thence on the north line of said Section 23 North $84^{\circ}46'48''$ West, 1532.93 feet to a point on said section line; thence leaving said section line South $5^{\circ}13'12''$ West, 475.53 feet to a corner of a 23.7020 Acre Parcel recorded in O.R. Volume 4418, Page 374, said corner also being a corner of the Grantor's property; thence on the Grantor's line South $2^{\circ}47'31''$ West, 57.55 feet to the **REAL POINT OF BEGINNING** of the parcel herein described; thence on a new division line on the following courses: (1) South $02^{\circ}47'35''$ West, 178.32 feet; (2) South $16^{\circ}28'54''$ West, 217.05 feet; (3) South $10^{\circ}22'10''$ West, 248.64 feet to a point on the Grantor's line; thence on the Grantor's line on the following courses: (1) North $76^{\circ}34'29''$ West, 103.73 feet; (2) North $10^{\circ}08'01''$ East, 314.93 feet; thence leaving the Grantor's line North $16^{\circ}28'54''$ East, 143.37 feet, passing a corner of the Grantor's property at 140.48 feet; thence on the grantors property line on the following courses: (1) North $02^{\circ}47'35''$ East, 192.73 feet; (2) South $73^{\circ}14'19''$ East, 115.34 feet to the **REAL POINT OF BEGINNING** containing 1.6134 acres more or less and being subject to all easements of record.

This conveyance is a transfer between adjoining lot owners made in compliance with Section 711.001, Subsection (B) (1) Ohio Revised Code, and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel hereby conveyed may not hereafter be conveyed separately from the grantee's adjoining parcel nor any structure erected thereon without the prior approval of the authority having approving jurisdiction of plats.

The above description is a result of a survey prepared by Mark D. Walker of Professional Engineering Group, LLC, Ohio Registered Surveyor No. 8282 dated September 20, 2007, the survey plat which is filed in Volume 132, Plat No. 32 of the Warren County Engineer's Record of Land Division.

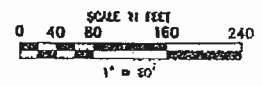
16-23-200-034

[Signature]

3009989.1

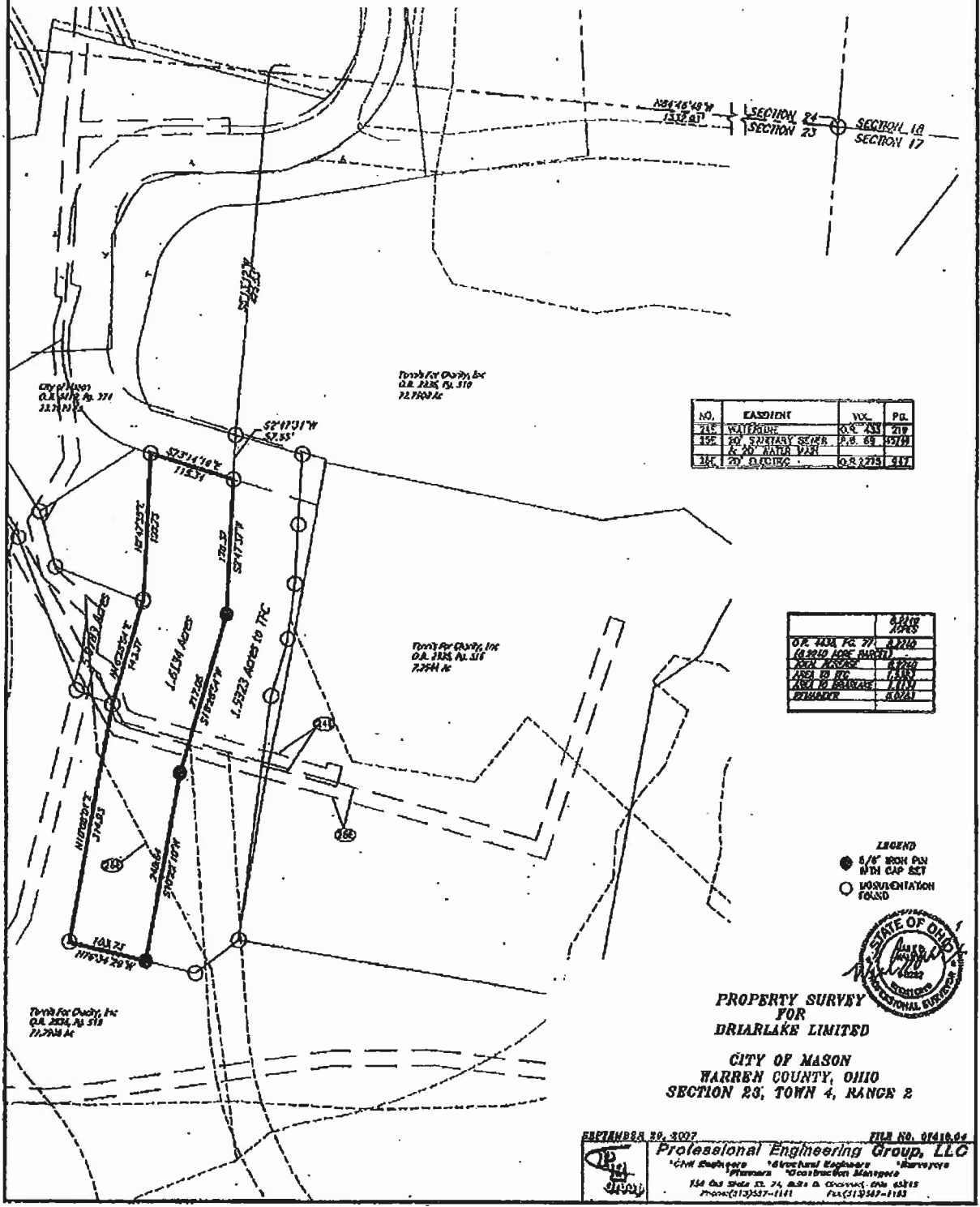
10-11-07

VOLUME 152 PLAT NO. 32
WARREN COUNTY ENGINEER'S
RECORD OF LAND SURVEYS



- SURVEYOR'S NOTES**
- 1) DOCUMENTATION USED TO ESTABLISH BOUNDARIES OF PROPERTY - ARE AS NOTED
 - 2) THIS PLAT IS A RESULT OF A PRESENT FIELD SURVEY.
 - 3) IF CORREAL PROPERTY MATCHES JOHNSON PROPERTIES AND SURVEY RECORDS.
 - 4) DOCUMENTATION SET AS PER GRANTEE.

BEARING REFERENCE
O.R. V.C. 343, PG. 87



NO.	EASEMENT	YOL.	PG.
102	WATERLINE	O.R. 2235	317
103	20" SANITARY SEWER	P.B. 69	157/11
104	2" 20" WATER MAIN		
105	20" ELECTRIC	O.R. 2235	317

NO.	EASEMENT	YOL.	PG.
102	WATERLINE	O.R. 2235	317
103	20" SANITARY SEWER	P.B. 69	157/11
104	2" 20" WATER MAIN		
105	20" ELECTRIC	O.R. 2235	317

- LEGEND**
- 6" X 6" IRON PIN WITH CAP SET
 - DOCUMENTATION FOUND



**PROPERTY SURVEY
FOR
DRIARLAKE LIMITED**

**CITY OF MASON
WARREN COUNTY, OHIO
SECTION 23, TOWN 4, RANGE 2**

SEPTEMBER 20, 2007

Professional Engineering Group, LLC

Civil Engineers Structural Engineers Surveyors
Planners Construction Managers

154 Oak Street, E. 7th, Suite 200, Cincinnati, OH 45215
Phone: (513) 587-1111 Fax: (513) 587-1183

FILE NO. 041664

EXHIBIT A

5.0783 Acre Parcel

16-23-200-035 2

Being a parcel of land situated in the City of Mason, Warren County, Ohio; Section 23, Town 4, Range 2 and being part of the properties as conveyed by deed recorded in O.R. Volume 4438, Page 77 of the deed records of the Recorders Office of Warren County, Ohio and being located within the following described points in the boundary thereof:

Commencing at the northeast corner of Section 23; thence on the north line of said Section 23 North 84°46'48" West, 1532.93 feet to a point on said section line; thence leaving said section line South 5°13'12" West, 475.53 feet to a corner of a 23.7020 Acre Parcel recorded in O.R. Volume 4418, Page 374, said corner also being a corner of the Grantor's property; thence on the Grantor's lines the following courses: (1) South 2°47'31" West, 57.55 feet; (2) North 73°17'19" West, 115.34 feet; (3) South 2°47'35" West, 192.73 feet; (4) South 16°28'54" West, 2.89 feet to the **REAL POINT OF BEGINNING** of the parcel herein described; thence on a new division line South 16°28'54" West, 140.48 feet to the Grantor's property corner; thence on the Grantor's property line on the following courses: (1) North 68°57'26" West, 50.76 feet; (2) North 21°01'34" West, 214.89 feet; (3) North 36°34'28" West, 132.96 feet; (4) North 85°38'00" West, 292.07 feet; (5) South 09°00'42" East, 730.76 feet; (6) South 17°02'52" West, 156.06 feet; (7) South 06°27'14" East, 130.61 feet; (8) South 55°04'50" West, 119.38 feet; (9) North 12°34'12" West, 203.09 feet; (10) North 02°22'55" East, 179.59 feet; (11) North 10°52'42" West, 164.34 feet; (12) North 04°55'33" West, 395.54 feet; (13) North 20°35'24" East, 163.58 feet; (14) on a curve deflecting left having a radius of 175.00 feet, an arc length of 162.30 feet, a chord bearing North 05°58'42" West, 156.54 feet; (15) North 32°32'48" West, 21.21 feet; (16) on a curve deflecting left having a radius of 175.00 feet, an arc length of 57.56 feet, a chord bearing North 41°58'07" West, 57.30 feet; (17) North 51°23'26" West, 201.00 feet; (18) on a curve deflecting right having a radius of 225.00 feet, an arc length of 45.99 feet, a chord bearing North 45°32'06" West, 45.91 feet; (19) North 39°40'45" West, 26.20 feet; (20) on a curve deflecting left having a radius of 30.00 feet, an arc length of 39.63 feet, a chord bearing North 77°31'09" West, 36.81 feet; (21) South 64°38'28" West, 4.21 feet to the right of way line of Fairway Drive; thence on the lines of Fairway Drive on the following courses: (1) North 52°54'04" East, 44.38 feet; (2) on a curve deflecting left having a radius of 391.04 feet, an arc length of 58.95 feet, a chord bearing North 47°59'07" East, 58.89 feet; thence on the Grantor's line on the following courses: (1) on a curve deflecting left having a radius of 30.00 feet, an arc length of 43.64 feet, a chord bearing South 01°59'37" West, 39.89 feet; (2) South 39°40'45" East, 26.91 feet; (3) on a curve deflecting left having a radius of 175.00 feet, an arc length of 35.77 feet, a chord bearing South 45°32'06" East, 35.71 feet; (4) South 51°23'26" East, 201.00 feet; (5) on a curve deflecting right having a radius of 225.00 feet, an arc length of 74.00 feet, a chord bearing South 41°58'07" East, 73.67 feet; (6) South 32°32'48" East, 21.21 feet; (7) on a curve deflecting right having a radius of 225.00 feet, an arc length of 117.99 feet, a chord bearing South 17°31'24" East, 116.64 feet; (8) on a curve deflecting left having a radius of 15.00 feet, an arc length of 21.04 feet, a chord bearing South 42°40'55" East, 19.36 feet; (9) South 82°51'48" East, 242.61 feet; (10) on a curve deflecting left having a radius of 35.00 feet, an arc length of 24.70 feet, a chord bearing North 76°55'12" East, 24.19 feet; (11) North 56°42'12" East 21.28 feet; (12) South 33°06'40" East, 184.57 feet; (13) South 15°43'03" East, 77.22

feet;(14) South 68°30'17" East, 124.19 feet to the **REAL POINT OF BEGINNING** containing 5.0783 acres more or less and being subject to all easements of record.

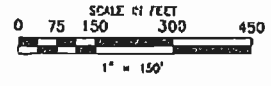
The above description is a result of a survey prepared by Mark D. Walker of Professional Engineering Group, LLC. Ohio Registered Surveyor No. 8282 dated September 20, 2007, the survey plat which is filed in Volume 132, Plat No. 33 of the Warren County Engineer's Record of Land Division.

10-11-07

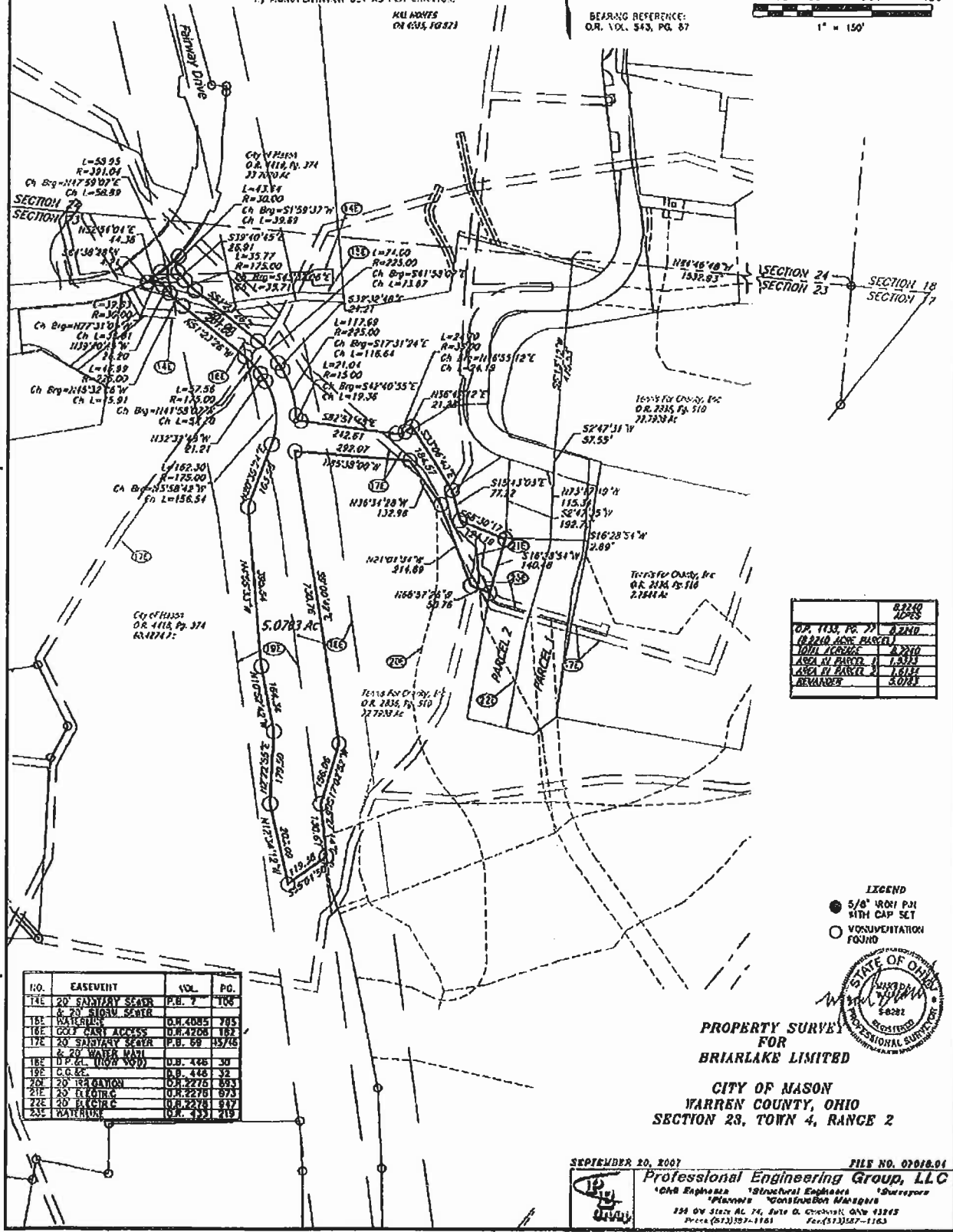
SURVEYOR'S NOTES

- 1.) DOCUMENTATION USED TO ESTABLISH BOUNDARIES OF PROPERTY - ARE AS NOTED.
- 2.) THIS PLAT IS A RESULT OF A PRESENT FIELD SURVEY.
- 3.) IN GENERAL PROPERTY LINES ADJACENT PROPERTIES AND SURVEY RECORDS.
- 4.) DOCUMENTATION SET AS PER GRANITOR.

VOLUME 132, PLAT NO. 33
WARREN COUNTY ENGINEER'S
RECORD OF LAND SURVEYS



BEARING REFERENCE:
O.R. VOL. 343, PG. 87



	0.2240
ADRES	0.2240
O.P. 1133, PG. 77	0.2240
18.2210 ACRES PARCEL	0.2240
TOTAL ACRES	0.2240
AREA IV PARCEL	1.5122
AREA VI PARCEL	1.6121
REMAINDER	5.0783

NO.	EASEMENT	VOL.	PG.
14E	20' SANITARY SEWER & 20' SIGN SEWER	P.B. 7	106
18E	WATERLINE	O.M. 4085	705
16E	GOV. GATE ACCESS	O.M. 4208	187
17E	20' SANITARY SEWER & 20' WATER MAIN	P.B. 59	157/6
18E	D.P.E.L. (LOW VOLT)	O.B. 448	30
19E	C.C.E.E.	O.B. 448	32
20E	20' WALKWAY	O.M. 2275	893
21E	20' FLOODING	O.M. 2270	873
22E	20' FLOODING	O.M. 2278	847
23E	WATERLINE	O.M. 4321	219

LEGEND
 ● 5/8" IRON PIN WITH CAP SET
 ○ VORUMENTATION FOUND



PROPERTY SURVEY FOR BRIARLAKE LIMITED
CITY OF MASON
WARREN COUNTY, OHIO
SECTION 23, TOWN 4, RANGE 2

SEPTEMBER 20, 2007 FILE NO. 02018.01
Professional Engineering Group, LLC
 Ohio Engineers Structural Engineers Surveyors
 Planners Construction Managers
 124 Old State AL. 74, Suite B, Columbus, OH 43260
 Phone (614) 397-1161 Fax (614) 397-1163

EXHIBIT "B"

ORDINANCE