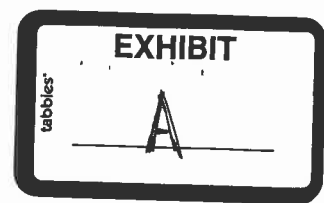


PARCEL 11WD
MASON-MONTGOMERY ROAD
0.085 ACRE



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, being a part of that 1.240 acre tract conveyed to Jack M. Yost, Jr. and Teressa L. Yost of record in Official Record 1972, Page 191, and described as follows:

Beginning for reference, at a railroad spike found marking the intersection of the centerline of Mason-Montgomery Road with the southerly line of the Indiana & Ohio Railway Company lands of record in Official Record 374, Page 72, being the northwest corner of 8WDV as shown on Road Dedication Plan, Mason-Montgomery Road and Indiana & Ohio Railroad Project of record in Plat Book 46, Page 63;

thence South 50° 47' 51" West, with said south line, 27.96 feet to the north corner of said 1.240 acre tract and in the west right-of-way line of Mason-Montgomery Road, the *True Point of Beginning*;

thence South 05° 08' 41" West, with said west right-of-way and the east line of said 1.240 acre tract, 325.02 feet to the southeast corner of said 1.240 acre tract, being the intersection of said west right-of-way line with the north right-of-way line of a 16.5 foot wide alley as shown on the Revised Plat of Mason, Ohio of record in Plat Book 1, Page 220;

thence North 84° 13' 07" West, with the south line of said 1.240 acre tract and said north right-of-way line, 11.50 feet to an iron pin set;

thence North 05° 08' 41" East, across said 1.240 acre tract, 268.02 feet to an iron pin set;

thence North 03° 11' 58" East, across said 1.240 acre tract, 44.19 feet to an iron pin set in the northwest line of said 1.240 acre tract and said southerly railway line;

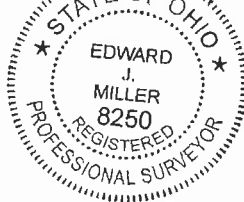
thence North 50° 47' 51" East, with said northwest line and said southerly railway line, 18.18 feet to the *True Point of Beginning*, containing 0.085 acre, more or less, from Parcel No. 16-36-227-001.

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 ¼ inch steel rods, thirty (30) inches long with a 1 ½ inch diameter aluminum cap stamped "City of Mason, Ohio Right-of-Way Marker."

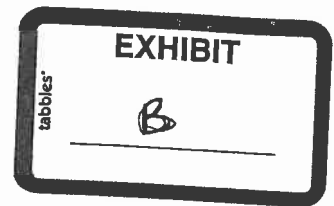


EVANS, MECHWART, HAMBLETON & TILTON, INC.

Edward J. Miller
Professional Surveyor No. 8250

Date

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



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

**PARCEL(S):16-36-227-001
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and Jack M. Yost [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 \$8,000.000. 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 as per the attached Exhibit A-1 pages 1 & 2.

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.

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

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 Jack M. Yost (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

CITY OF MASON, OHIO

1. _____

Print Name of Witness

By: _____
Print Name and Title

Date:

2. _____

Print Name of Witness

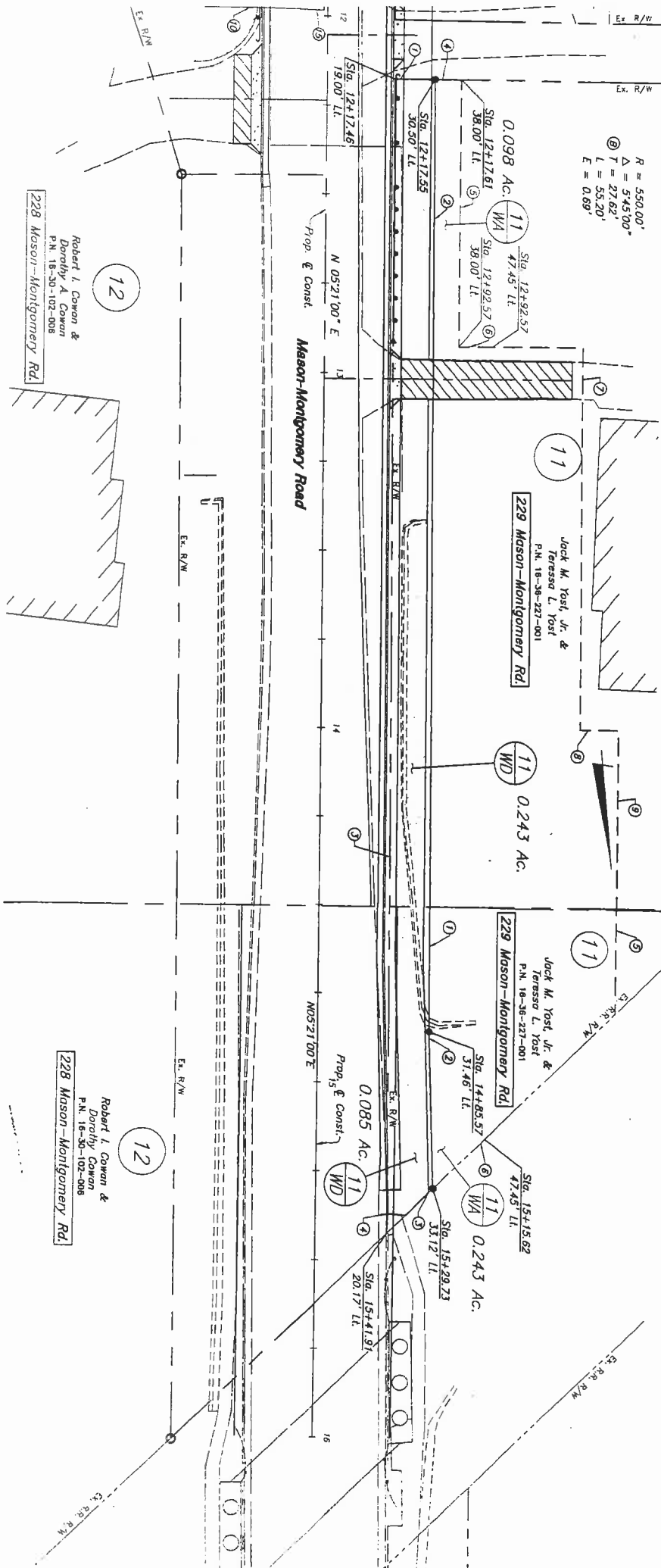
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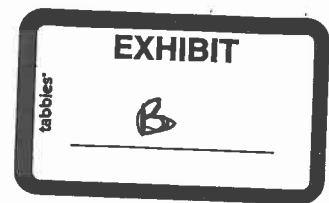
Approved as to form:
Legal Counsel for the City of Mason, Ohio

REFERENCE	BEARING	DISTANCE
1	N 84°13'07" W	11.50'
2	N 05°08'41" E	268.02'
3	S 05°08'41" W	325.02'
4	N 84°13'07" W	7.50'
5	N 05°21'00" E	74.97'
6	N 84°39'00" W	9.45'
7	N 05°21'00" E	107.43'
8	N 84°39'00" W	10.79'
9	N 05°21'00" E	79.85'
10	S 83°04'47" E	34.4'
11	S 03°05'03" W	70.39'
12	S 00°47'03" W	62.56'
13	N 01°13'59" E	83.05'
14	N 05°05'43" E	35.84'
15	S 83°04'47" E	20.01'
16	N 05°05'43" E	152.17'

Exhibit A
11 WD + 11 W4

REFERENCE	BEARING	DISTANCE
1	N 05°08'41" E	268.02'
2	N 03°11'58" E	44.19'
3	N 50°47'51" E	18.18'
4	S 05°08'41" W	325.02'
5	N 05°21'00" E	79.85'
6	N 50°47'51" E	20.11'





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

**PARCEL(S):16-36-227-001
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and Jack M. Yost [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 \$8,000.000. 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 as per the attached Exhibit A-1 pages 1 & 2.

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 Jack M. Yost (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1.

Dion C. Connor
Print Name of Witness

2.

Print Name of Witness

1.

Print Name of Witness

2.

Print Name of Witness

Jack M Yost
Seller

By:

Jack M Yost
Print Name of Signer

Date:

2-20-07

Seller

By:

Print Name of Signer

Date:

WITNESS:

CITY OF MASON, OHIO

1. _____

Print Name of Witness

By: _____
Print Name and Title

Date:

2. _____

Print Name of Witness

Date:

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

**PARCEL 11WD
MASON-MONTGOMERY ROAD
0.085 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, being a part of that 1.240 acre tract conveyed to Jack M. Yost, Jr. and Teressa L. Yost of record in Official Record 1972, Page 191, and described as follows:

Beginning for reference, at a railroad spike found marking the intersection of the centerline of Mason-Montgomery Road with the southerly line of the Indiana & Ohio Railway Company lands of record in Official Record 374, Page 72, being the northwest corner of 8WDV as shown on Road Dedication Plan, Mason-Montgomery Road and Indiana & Ohio Railroad Project of record in Plat Book 46, Page 63;

thence South 50° 47' 51" West, with said south line, 27.96 feet to the north corner of said 1.240 acre tract and in the west right-of-way line of Mason-Montgomery Road, the *True Point of Beginning*;

thence South 05° 08' 41" West, with said west right-of-way and the east line of said 1.240 acre tract, 325.02 feet to the southeast corner of said 1.240 acre tract, being the intersection of said west right-of-way line with the north right-of-way line of a 16.5 foot wide alley as shown on the Revised Plat of Mason, Ohio of record in Plat Book 1, Page 220;

thence North 84° 13' 07" West, with the south line of said 1.240 acre tract and said north right-of-way line, 11.50 feet to an iron pin set;

thence North 05° 08' 41" East, across said 1.240 acre tract, 268.02 feet to an iron pin set;

thence North 03° 11' 58" East, across said 1.240 acre tract, 44.19 feet to an iron pin set in the northwest line of said 1.240 acre tract and said southerly railway line;

thence North 50° 47' 51" East, with said northwest line and said southerly railway line, 18.18 feet to the *True Point of Beginning*, containing 0.085 acre, more or less, from Parcel No. 16-36-227-001.

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

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