

EXHIBIT "A"

Situated in the County of Warren, State of Ohio, and in the City of Mason; being a part of Lot #122 (known and designated as such on the Recorded Plat, new, of said City); beginning at the southeast corner of Section Line Street and Church Street at an iron pin; running thence with the South line of Church Street Easterly 57 feet and 2 inches to an iron pin; thence Southeasterly 102 feet and 4 inches to a stone; thence Southwesterly 111 feet to an iron pin in East line of Section Line Street; thence Northerly with East line of Section Line Street 101 feet and 6 inches to the place of beginning, except there from a strip 47 feet in width in front and 42 feet in width in the rear off of the Southern end of aforesaid tract fronting Section Line Street, and extending back to T.U.U. Woodrey's lot deeded to Emma Compton, July 19, 1919. See Deed Record Vol. 105, page 566.

(112 Mason - Montgomery Rd)

16-30-153-0010

07075

Sidwell No. _____

EXHIBIT A

PAGE 2 OF 2

Survivorship Deed*

ALMA NORTON, widowed and unremarried,
of Warren County, State of Ohio,

for valuable consideration paid, grant(s) with general warranty covenants, to ULIS R. CHILDERS
and BETTY J. CHILDERS, husband and wife,

for their joint lives, remainder to the survivor of them, whose tax-mailing addresses are
9475 Snider Road, Mason, Ohio, 45040

the following REAL PROPERTY: Situated in the County of Warren in the State
of Ohio and in the City of Mason, and described as follows:

★ Being in the southern part of Lot No. 122 and described as follows: Beginning at a stone in the West line of T.U.U. Woodrey's lot; thence southwesterly 111 feet to an iron pin in the East line of Section line Street; thence North-erly with the East line of Section line Street 47 feet to an iron pin, witness by a cross in the sidewalk; thence Easterly 91 feet 1 inch to an iron pin in T.U.U. Woodrey's line; thence Southerly with said Woodrey's line 42 feet to the point of beginning, being 47 feet on Section line Street and extending back to T.U.U. Woodrey's line and being the souther part of Lot No. 122.★

*(108
Mason - Montgomery)*

16-30-153-002

Save and Except all taxes and assessments beginning with install-
ment due and payable in July, 1986, which taxes and assessments
Grantees herein assume and agree to pay.

Prior Instrument Reference: Vol. 340, of the Deed Records of Warren
County, Ohio. Page 598, subject to said record of taxes
Witness her hands this 19th day
of May, 1986.

Signed and acknowledged in presence of:

Jack P. Bunce
Gladys E. Maher

Alma Norton
ALMA NORTON

State of Ohio County of Warren ss.
BE IT REMEMBERED, That on this 19th day of May, 1986, before me,

the subscriber, a Notary Public in and for said state, personally came,
ALMA NORTON, widowed and unremarried, the Grantor(s) in the
foregoing deed, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal
on the day and date first aforesaid.

Jack P. Bunce
JACK P. BUNCE
Notary Public at Law

This instrument was prepared by Jack P. Bunce, Attorney at Law, State of Ohio
42 North Broadway, Lebanon, Ohio 45036

- (1) Name of Grantor(s) and marital status.
- (2) See Sections 5302.05 and 5302.06 Ohio Revised Code.
- (3) Name of Grantees and marital status of each.
- (4) Description of land or interest therein, and encumbrances, reservations, and exceptions, taxes and assessments if any.
- (5) Delete whichever does not apply.
- (6) Execution in accordance with Chapter 5301 Ohio Revised Code.

Auditor's and Recorder's Stamps

OR 301-691

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

**PARCEL(S):16-30-153-0010 & 16-30-153-0020
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio [hereinafter "Purchaser"] and Betty J. Childers [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 properties located at 108 N. Section Street and 112 N. Section Street, Mason, Ohio.

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 properties, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, for an agreed amount of \$275,000.00. There shall be no additional amount of compensation due Seller for: (a) the real properties to be conveyed, including all fixtures; (b) the Seller's covenants set forth herein; (c) any and all supplemental instruments reasonably necessary to transfer the title of the subject properties.

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 properties 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 properties which are 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 Betty Childers (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. Dion C. Connor

Betty J Childers
Seller

Dion C. Connor
Print Name of Witness

By: Betty J Childers
Print Name of Signer

4 5 07
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. _____

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