

EXHIBIT "A"

WAR-42-0.00
PID NO. 79850
PARCEL 20-T

Situated in Section 5, Town 3, Range 2, Between the Miamis in the City of Mason, Warren County, Ohio and being more particularly described as follows:

Beginning for reference at the intersection of the west line of Section 4 with the existing centerline of U.S. 42; Thence along said centerline North $45^{\circ}34'02''$ East, 7.61 feet; Thence leaving said centerline South $44^{\circ}34'31''$ East, 1.91 feet to Station 0+00 of the proposed centerline of construction for WAR-42-0.00, PID No. 79850; Thence along said centerline of construction North $45^{\circ}25'29''$ East, 1,041.09 feet; Thence along a curve deflecting to the right having a radius of 3,429.37 feet, central angle of $05^{\circ}16'05''$, arc length of 315.32 feet, the chord of said arc bears North $48^{\circ}03'32''$ East, 315.21 feet; Thence North $50^{\circ}41'35''$ East, 1,415.56 feet; Thence leaving said centerline of construction South $39^{\circ}18'25''$ East, 49.52 feet to a point in the existing south line of U.S. 42, said point being the **TRUE POINT OF BEGINNING**;

Thence South $23^{\circ}53'57''$ East, 5.68 feet;

Thence South $55^{\circ}09'23''$ West, 70.63 feet to a point in the aforementioned south line of U.S. 42;

Thence along said south line North $50^{\circ}42'36''$ East, 71.92 feet to the **TRUE POINT OF BEGINNING**.

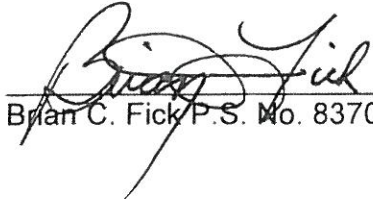
Containing 0.0045 Acres, (197 Sq. Ft). Subject to legal highways and easements of record.

The above described parcel being part of the David Family Limited Partnership tract as recorded in Official Record 1319, Page 291 at the Warren County Recorder's Office and further identified as Auditor's Parcel 15053790180.

All bearings shown are for project use only. These bearings are based upon Ohio State Plane Coordinate System, (South Zone) NAD 83.

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PARCEL 20-T

This description was prepared and reviewed in June 2008 by G.J. BERDING SURVEYING, INC., Brian C. Fick, Registered Surveyor Number 8370.



Brian C. Fick P.S. No. 8370

7-22-09
Date



Parcel 20-TMP : 80 CW1087 CW1086 80

Total parent tract area =	196.9269 ft ² =	0.0045 a
Total taken area =	0.0000 ft ² =	0.0000 a
Remaining area =	196.9269 ft ² =	0.0045 a

Description of parcel: 20-TMP

Beginning parent tract description

Point 80 N 18,533.0000 E 28,341.8300 Sta 0+00.000000

Course from 80 to CW1087 S 23° 53' 57" E Dist 5.6796

Point CW1087 N 18,527.8073 E 28,344.1310 Sta 0+05.679624

Course from CW1087 to CW1086 S 55° 09' 23" W Dist 70.6297

Point CW1086 N 18,487.4540 E 28,286.1641 Sta 0+76.309295

Course from CW1086 to 80 N 50° 42' 36" E Dist 71.9245

Point 80 N 18,533.0000 E 28,341.8300 Sta 1+48.233776

End of parcel 20-TMP description

**NOTICE OF INTENT TO ACQUIRE
AND
GOOD FAITH OFFER**

September 10, 2009

Gameela David, General Partner
David Family Limited Partnership
757 Compton Road
Cincinnati, Ohio 45231



Re: WAR-42-0.00
Parcel Number: 20
Interest Acquired: Temporary

TO:
Gameela David, General Partner
David Family Limited Partnership

The City of Mason, Ohio needs your property for a highway project identified as WAR-42-0.00 and will need to acquire the following from you:

Parcel 20 - T which is a temporary easement of two years duration first beginning when work starts on your property. The temporary easement is very small amounting to 0.0045 acres and is triangular in shape.

Ohio law authorizes City of Mason, Ohio to obtain Parcel 20 - T from your property for the public purpose of a highway project. The legal description of your property that City of Mason, Ohio needs is attached to this Notice of Intent to Acquire and Good Faith Offer and is referenced as **Exhibit A**.

The Good Faith Offer included in this document is City of Mason, Ohio determination of the fair market value of your property. This fair market value (FMV) is what a willing buyer who is under no compulsion to buy and a willing seller who is under no compulsion to sell would value your property on the open market.

You will have a minimum of 30 days from the time you receive this offer to accept or reject the offer. We are available to discuss the offer with you at any time. If you reject the offer or we are unable to come to an agreement, we may have to exercise our eminent domain authority to appropriate your property. This will require a court procedure. In a

court proceeding, you may disagree with whether our offer reflects the fair market value of the property.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, City of Mason, Ohio is required to make a good faith effort to purchase Parcel 20 - T.
2. We are to provide you with a written offer and the appraisal or valuation upon which we base that offer. The amount offered to you will not be less than the approved fair market value estimate of the property needed for the project. This compensation is based on the valuation of your property by qualified real estate personnel who have analyzed current market data. Their valuation work has been reviewed by a preapproved review appraiser prior to City of Mason, Ohio establishing its fair market value estimate for your property needed for the project.
3. **You do not have to accept this offer** and City of Mason, Ohio is not required to agree to your demands.
4. You are to be provided a copy of the valuation document during the first negotiation visit by an agent of City of Mason, Ohio .
5. You are to be provided with pertinent parts of the highway plans which are:

Legend sheet; Property Map; Summary Sheet; Right of Way Detail Sheet(s); and Plan and Profile Sheet(s)
6. The Plan Letter Attachment to this “Notice of Intent to Acquire and Good Faith Offer” describes the interest in the real property that is to be acquired from you; the description and location of the real property to be acquired; and any improvements such as buildings or structures situated on the property to be acquired, if any.
7. You will be provided with a booklet entitled “When ODOT Needs Your Property”. This booklet briefly explains the acquisition process and your rights in this process.
8. You have the right to seek the advice of an attorney, real estate appraiser, or any other person of your choice in this matter
9. You have the right to object to City of Mason, Ohio decision to acquire your property by writing, within ten business days of receiving this notice, to:

Eric Hanson
City Manager

6000 Mason-Montgomery Road
Mason, Ohio 45040

The City Council has the discretion to veto this project, and if he does, it will not proceed.

10. If you do not accept this offer, and we cannot come to an agreement on the acquisition of Parcel 20 - T, City of Mason, Ohio has the right to file suit to acquire Parcel 20 - T by eminent domain in the county in which the property is located. This action, referred to as an "appropriation proceeding" ensures your rights will be fully protected while at the same time allowing the construction of the highway project to proceed for the benefit of all.
11. When filing the appropriation, the City of Mason, Ohio will deposit the value of the property sought to be acquired with the court. At that time, City of Mason, Ohio gains the right to enter upon and use the property acquired subject to Section 163.06 (B) of the Ohio Revised Code. If you agree to accept the deposited money as full payment, the appropriation case will be closed.
12. If you are not satisfied with the amount of the deposit, you must file an answer with the court in the manner and within the time specified in the summons which is served upon you by the court. Once the answer is filed, you may apply to the court to withdraw the deposited money, subject to the rights of any other parties having an interest in the property. Withdrawing your share of the deposit does not interfere with your right to have a jury determine the FMV of your property. Interest will not accrue on any money deposited under this procedure. If the money withdrawn under this procedure should exceed the final award, the owner will be required to return the excess payment.
13. As part of your answer you may request a trial by jury. After a trial, a jury will decide the amount you are to be awarded for your property that is acquired, for the damage that is caused by the acquisition, if applicable, and for other damages permitted by law, which could either exceed or be less than our offer. At the trial you may testify and present evidence as to the value of your property
14. If your property qualifies as an "Agricultural Use" as defined under ORC 163.21 (C)(2), and a jury awards you an amount that is more than 150% of the City of Mason, Ohio's final offer as determined by law, you may be entitled to recover attorney fees and other litigation costs.
15. You also have the right to request that the issue of the value of your property be submitted to nonbinding mediation. You **must** submit your written request for mediation to the court within ten business days after you file your answer. If a settlement is not reached at mediation, the matter will proceed to a jury valuation trial.

THE GOOD FAITH OFFER:

The amount offered to you in good faith as just compensation for the acquisition of Parcel 20, Temporary, of Project WAR-42-0.00 is:

Real Property To Be Acquired	\$0.00
Damages To Your Property Which Is Not Acquired	\$0.00
Temporary Construction Easement	\$450.00
Total Good Faith Offer	\$450.00

Tenant-owned improvements, if any, are to be identified in this Notice of Intent to Acquire and Good Faith Offer, and if there are any such improvements, the amount offered to you does not include compensation for these improvements. **There are no tenant-owned improvements in the take area.**

While City of Mason, Ohio may not provide legal advice, we will make all efforts to answer questions you have concerning this process and provide any copies of the law or our records that you may need to fully understand your rights, the project, and the process. If you have any questions concerning this matter, you may contact us at:

DLZ OHIO INC
6121 Huntley Road
Columbus, Ohio 43229

Bud Naylor
Right of Way Agent and Consultant for
DLZ OHIO INC.

By signing below I acknowledge only that I have received the “Notice of Intent to Acquire and Good Faith Offer” and that my signature in no way implies that I have accepted the price offered or any other conditions.

(Owner’s signature)

(Date)

(Print owner’s name)

(Owner’s signature)

(Date)

(Print owner’s name)