

37

Know all Men by these Presents

That

LARRY MORRIS and CHARLENE MORRIS, husband and wife,

in consideration of One (\$1.00) Dollar and other good and valuable considerations

to them in hand paid by

DAVID LUTES and JANE LUTES, husband and wife,

do hereby Remise, Release and Forever Quit Claim

to the said

DAVID LUTES and JANE LUTES, their

heirs and assigns forever, the following described Real Estate, situate in the City
of Mason, in the County of Warren, and State of

Ohio, and bounded and described as follows:

Edwell No. 16-30-327-011

Situated in Section 30, Town 4, Range 2, Village of Mason, Warren County,
Ohio, and more particularly described as follows:

Commencing at an iron rod at the west corner of a 2.5 acre tract recorded in
Deed Book 123, Page 500, said point being between the northeast edge of the
pavement along Kings Mills Road and the northeasterly concrete culvert headwall;
about 12 feet more or less, easterly from the west end of said headwall over
Pine Run; thence with the northwesterly line of said 2.5 acre tract and with said
Pine Run N. 56° 50' 20" E., a distance of 41.08 feet to a point, said point being
the principal point of beginning for this description; thence continuing along said
northwesterly line N. 56° 50' 20" E., (passing the southwesterly line of the Old
Interurban Railway tract at 264.22 feet) a distance of 272.94 feet to a point in
Muddy Creek; thence with said creek N. 65° 16' 30" E., a distance of 37.50 feet
to a point in the northeasterly line of the Old Interurban Railway tract; thence
with the northeasterly line of said railway tract S. 40° 02' 45" E., a distance of
300.70 feet to a point; thence N. 84° 24' 31" W., a distance of 139.20 feet to a
point; thence S. 66° 13' 15" W., a distance of 191.81 feet to a point; thence
N. 46° 21' 00" W., a distance of 189.91 feet to the point of beginning; containing
in all 1.4812 acres of land more or less subject to all legal highways and ease-
ments of record.

Previous Deed Reference: Vol. 037, page 600 of the Deed Records of Warren
County, Ohio

and all the Estate, Right, Title and Interest of the said grantors in and to said premises;
To have and to hold the same, with all the privileges and appurtenances thereunto
belonging, to said grantees, their heirs and assigns forever.

In Witness Whereof, the said

LARRY MORRIS

and

CHARLENE MORRIS

, who

hereby release her right and expectancy of dower in said premises, have hereunto set their hands, this 14th day of October in the year A. D. nineteen hundred and seventy-nine (1979). Signed and acknowledged in presence of us:

William Sherman
Gertrude Sherman

Larry A. Morris
Larry Morris
Charlene Morris
Charlene Morris

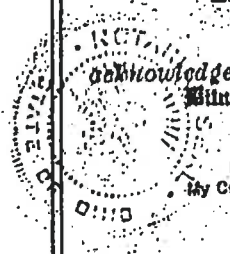
EXHIBIT A
PAGE 2 OF 4

State of Ohio, WARREN County, ss.

On this 14th day of October A. D. 1979, before me, a Notary Public in and for said County, personally came

Larry Morris and Charlene Morris, husband and wife,

acknowledged the signing thereof to be their voluntary act and deed. Witness my official signature and seal on the day last above mentioned.



MICHAEL SHERMAN
Notary Public, State of Ohio
My Commission Expires June 27, 1984

William Sherman
Notary Public

This instrument prepared by Zopff, Bonham & Oliver, Attorneys at Law
423 Reading Road, Mason, Ohio 45040

12987

Quit-Claim Deed

LARRY MORRIS
and
CHARLENE MORRIS

TO

DAVID LUTES
and
JANE LUTES

TRANSFERRED

Transferred OCT 15 1979

GERALDINE COMPTON, COUNTY AUDITOR
LESLIE SPAETH, AUDITOR
WARREN COUNTY, OHIO

STATE OF OHIO

COUNTY OF Warren ss

RECEIVED FOR RECORD ON THE

15 day of October 1979
at 10:00 o'clock A.M.

and RECORDED October 15 1979 in
Book 38 PAGE 110

Edna L. Bouryer,
COUNTY RECORDER

RECORDERS FEE \$ 5.00

JOHN S. ZOPFF
ATTORNEY AT LAW
MASON, OHIO 45040

50.00
for Post Fee

Vol 038 Page 111

K.C.

Know all Men by these Presents

That

16-30-327-011

GILBERT LUTES and MARY LUTES, husband and wife,

in consideration of One (\$1.00) Dollar and other good and valuable considerations,

to them in hand paid by

DAVID LUTES and JANE LUTES, husband and wife,

do hereby Quit, Release and Surrender Quit Claim

to the said

DAVID LUTES and JANE LUTES, their

heirs and assigns forever, the following described Real Estate, situate in the City
of Mason in the County of Warren and State of

Ohio, and bounded and described as follows:

Situated in Section 30, Town 4, Range 2, Village of Mason, Warren County, Ohio and more particularly described as follows:

Commencing at an iron rod at the west corner of a 2.5 acre tract recorded in Deed Book 123, Page 300, said point being between the northeast edge of the pavement along Kings Mills Road and the northeasterly concrete culvert headwall, about 12 feet more or less, easterly from the west end of said headwall over Pine Run; thence with the northwesterly line of said 2.5 acre tract and with said Pine Run N. 56° 50' 20" E., a distance of 41.08 feet to a point, said point being the principal point of beginning for this description; thence continuing along said northwesterly line N. 56° 50' 20" E., (passing the southwesterly line of the Old Interurban Railway tract at 264.22 feet) a distance of 272.94 feet to a point in Muddy Creek; thence with said creek N. 65° 16' 30" E., a distance of 32.50 feet to a point in the northeasterly line of the Old Interurban Railway tract; thence with the northeasterly line of said railway tract S. 40° 02' 45" E., a distance of 300.70 feet to a point; thence N. 84° 24' 31" W., a distance of 139.20 feet to a point; thence S. 68° 13' 15" W., a distance of 191.81 feet to a point; thence N. 46° 21' 00" W., a distance of 189.91 feet to the point of beginning; containing in all 1.4812 acres of land more or less subject to all legal highways and easements of record.

and all the Estate, Right, Title and Interest of the said grantors in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging, to said grantees, their heirs and assigns forever.

In Witness Whereof the said

GILBERT LUTES

and

MARY LUTES,

, who

herby release S her right and expectancy of dower in said premises, have hereunto set their hands, this 5 day of Oct in the year A. D. nineteen hundred and seventy-nine (1979). Signed and acknowledged in presence of us:

Gilbert Lutes
Mary Lutes

EXHIBIT A
PAGE 4 OF 4

State of Ohio,

County, ss.

On this day of A. D. 19 , before me, c in and for said County, personally came

Gilbert Lutes and Mary Lutes, husband and wife,

the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed. Witness my official signature and seal on the day last above mentioned.

Gilbert Lutes
Mary Lutes

STATE OF FLORIDA, COUNTY OF _____ ss:

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Gilbert Lutes and Mary Lutes, his wife, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged that they executed the foregoing instrument, and severally acknowledged that they executed the same.

In witness whereof, I have hereunto set my hand and official seal at Orlando, this 5th day of October, 1979.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 4 1981
CORDED THIS GENERAL INS / UNDERWRITERS

Witnesses:
W. J. Walker
Robert T. Travel

B. A. Katchulak
Notary Public

This instrument prepared by Zoff, Bonham & Oliver, Attorneys at Law
423 Reading Road, Mason, Ohio 45040

12873

354

Quit-Claim Deed
OCT 11 2 50 PM '79

GILBERT LUTES
and
MARY LUTES
TO
DAVID LUTES
and
JANE LUTES
TRANSFERRED

Transcribed by _____ 19

REC. 318.22 RECEIVED WITH
LESLIE S. PRAETH, Auditor
WARREN COUNTY, OHIO

STATE OF OHIO
COUNTY OF Warren SS

RECEIVED FOR RECORD ON THE
11 day of October, 1979
at 2:50 o'clock P. M.
and RECORDED October 11 1979 in
OK 37 BOOK 37 PAGE 602

Edna L. Gowdyer
COUNTY RECORDER
RECORDERS FEE \$ 5.00

S.P.
Pat. Hill
JOHN S. ZOFF
ATTORNEY AT LAW
MASON, OHIO 45040

VOL 037 PAGE 603

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

EXHIBIT B
PAGE 1 OF 6

**PARCEL(S): 16303270110
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio (hereinafter "Purchaser") and **Janice Walker, Co-Executrix and Paula Hummell, Co-Executrix of the Estate of David Lutes, Sellers of the property located at 208 Kings Mills Road, Mason, Ohio 45040** (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 the property, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, for **One Hundred Sixty Two Thousand Seven Hundred Fifty Dollars and 00/100 (\$162,750.00)**. 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; 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 as of the date of transfer of title.

Purchaser shall conduct and complete a whole house inspection prior to Closing.

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. 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.

4. 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.

5. No Change in Character of Property

Seller shall not change the existing character of the land **and building** 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. All fixtures and attached items, including but not limited to cabinets, light fixtures and appliances, in the house shall remain with the house. Purchaser shall be entitled to a walk through of the building prior to Closing. This provision shall not merge with the deed and shall survive Closing.

6. 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.

7. 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.

8. 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 December 29, 2006.

9. Physical Possession of Vacant Land and House, Storage Fees and Access

Physical possession of vacant land and house shall be surrendered by Seller not later than January 15, 2007. If Seller has not removed all personal items from the house by that date, Seller shall pay to Purchaser \$37.00 per day as rental until such time as all personal items are removed from the house. Seller shall provide Purchaser with keys to the house at Closing, and immediately after Closing, Seller shall permit Purchaser unlimited access to the home at all hours for the purpose of showing the house to potential tenants. This provision shall not merge with the deed and shall survive Closing.

10. Miscellaneous

If, in the future, the subject property shall be used for public open/green space by Purchaser, then Purchaser agrees to consider, upon the request of the Sellers or the heirs of David Lutes, to memorialize David Lutes by dedicating a tree, placing a plaque, or considering some other appropriate memorial to be placed on the subject property, at the Purchaser's sole discretion.

11. 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.

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

14. 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 **Janice Walker, Co-Executrix and Paula Hummell Co-Executrix of the Estate of David Lutes** (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. _____
Seller

Print Name of Witness

By: _____
Print Name of Signer

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

302210.2