

**DISBURSEMENTS SUMMARY / BALANCE SHEET**

**Borrower:** City of Mason, Ohio  
**Seller:** Mason Grange No. 1680  
**Settlement Agent:** WOOD & LAMPING, LLP  
(513)852-6000  
**Place of Settlement:** 600 Vine Street, Suite 2500  
Cincinnati, Ohio 45202  
**Settlement Date:** August 30, 2007  
**Property Location:** .004 acre Mason Montgomery Road  
Warren County

**INCOMING FUNDS**

City of Mason, Ohio

500.00  
**Total Incoming Funds** 500.00

**DISBURSEMENTS**

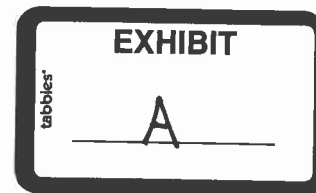
Mason Grange No. 1680

Closing Proceeds

500.00

**Number of checks - 1**

**Total Disbursements** 500.00



**WOOD & LAMPING, LLP**  
**STATEMENT OF SETTLEMENT FOR SELLER(S)**

**PROPERTY ADDRESS:** .004 acre at 209 Section St., ,

**BUYER(S)/BORROWER(S):** City of Mason, Ohio

**SELLER(S):** Mason Grange No. 1680

**LENDER:**

**SETTLEMENT DATE:** August 30, 2007

	DEBIT	CREDIT
Contract Sales Price		500.00
Subtotals		500.00
Balance Due TO Seller	500.00	
<b>TOTALS</b>	<b>500.00</b>	<b>500.00</b>

The above figures do not include sales or use taxes on personal property

**APPROVED and ACCEPTED**

**SELLER(S):**

**SETTLEMENT AGENT:**

Mason Grange No. 1680

Wood & Lamping, LLP

BY: Paul A. Steiner  
Paul A. Steiner, President

BY: Reina P. Wickham

**WOOD & LAMPING, LLP**  
**STATEMENT OF SETTLEMENT FOR BUYER(S)/BORROWER(S)**

**PROPERTY ADDRESS:** .004 acre at 209 Section St., ,

**BUYER(S)/BORROWER(S):** City of Mason, Ohio

**SELLER(S):** Mason Grange No. 1680

**LENDER:**

**SETTLEMENT DATE:** August 30, 2007

	DEBIT	CREDIT
Contract Sales Price	500.00	
Subtotals	500.00	
Balance Due FROM Purchaser/Borrower		500.00
<b>TOTALS</b>	<b>500.00</b>	<b>500.00</b>

The above figures do not include sales or use taxes on personal property

**APPROVED and ACCEPTED**


**PURCHASER(S) / BORROWER(S):**

City of Mason, Ohio

  
 By: Eric Hansen, City Manager

**SETTLEMENT AGENT:**

Wood & Lamping, LLP

BY: 

**After recording return to:**

Wood & Lamping, LLP  
600 Vine Street, Suite 2500  
Cincinnati, Ohio 45202

Parcel No. 16-36-279-008

**GENERAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

That Mason Grange No. 1680, an Ohio non-profit corporation, whose address is 209 Section/Mason Montgomery Road, Mason, Ohio 45040, hereafter known as the Grantor, for valuable consideration paid, grants with general warranty covenants to City of Mason, Ohio, an Ohio municipal corporation, whose tax mailing address is 6000 Mason Montgomery Road, Mason, OH 45040, known as the Grantee, the following described real estate:

**SEE EXHIBIT "A", ATTACHED HERETO, MADE A PART HEREOF AND  
INCORPORATED HEREIN BY REFERENCE**

The property is conveyed subject to and there are hereby excepted from the general warranty covenants all easements and restrictions of record, established easements, zoning ordinances and real estate taxes and assessments, which are due, but not yet payable.

Being the same property conveyed to the Grantor herein by instrument recorded in O.R. 810, page 501 of the Warren County, Records.

Executed this 30th day of August, 2007.

Mason Grange No. 1680

BY: Paul A. Steiner  
Paul A. Steiner, President

STATE OF OHIO

COUNTY OF WARREN

BE IT REMEMBERED, that on this 30th day of August, 2007, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Paul A. Steiner, the President of Mason Grange No. 1680, the corporation which executed the foregoing instrument, who acknowledged that he did sign said instrument as such officer on behalf of said corporation, duly authorized; that said instrument was signed as his free act and deed individually, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

Joan Bernard  
Notary Public

This Instrument Prepared By:

Wood & Lamping, LLP  
600 Vine Street, Suite 2500  
Cincinnati, Ohio 45202

**JOAN BERNARD**  
Notary Public, State of Ohio  
My Commission Expires **May 7, 2010**



PARCEL 4WD  
MASON-MONTGOMERY ROAD  
0.004 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, lying across Lot 92 as shown on the Revised Plat of Mason, Ohio of record in Plat Book 1, Page 220, being a part of Tract One and Tract Two conveyed to Mason Grange No. 1680 of record in Official Record 810, Page 501, and described as follows:

*Beginning, for reference,* at the southeast corner of said Lot 49, also being the southeast corner of that 0.0410 acre tract dedicated as right-of-way and shown on Replat and Dedication Plat of Part of Lot 49, Original Town of Mason (S.R. 4 Pgs. 174 & 175) of record in Plat Book 65, Page 4, formerly being the intersection of the west right-of-way line of Mason-Montgomery Road with the north right-of-way line of East Church Street as shown on said Revised Plat of Mason, Ohio;

thence North 05° 06' 09" East, with said former west right-of-way line, the west right-of-way line of Mason-Montgomery Road, the east line of Lot 49 as shown on said Revised Plat of Mason, Ohio, the east line of said Lot 92, the east line of said 0.0410 acre tract, and the east line of that tract conveyed to Don S. Bowyer of record in Deed Book 480, Page 913 and Official Record 266, Page 144, passing a ½ inch iron rebar found at 130.41 feet, 180.93 feet to a ½ inch iron rebar found at the northeast corner of said Bowyer tract and the southeast corner of said Tract One, the *True Point of Beginning*;

thence North 84° 13' 07" West, a line common to said Bowyer tract and said Tract One, 6.63 feet to an iron pin set;

thence North 11° 36' 15" East, across said Tracts One and Two, 58.51 feet to an iron pin set on said west right-of-way line;

thence South 05° 06' 09" West, with said west right-of-way line, 58.21 feet to the *True Point of Beginning*, containing 0.004 acre (192.84 square feet), more or less, from Parcel No. 16-36-279-008.

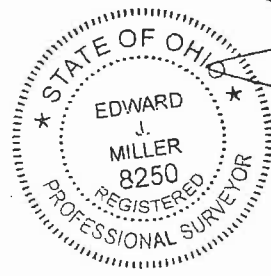
Bearings are based on the Ohio State Plane Coordinate System, South Zone, per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments 33 & 33A, established by Woolpert, Inc. for Warren County GIS GPS Control Network, having a bearing of North 05° 06' 09" East for a portion of 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

4/12/07

The survey plat for the above description is filed in Volume 130, Page 100, at the Warren County Engineer's Record of Land Division.

04-17-07

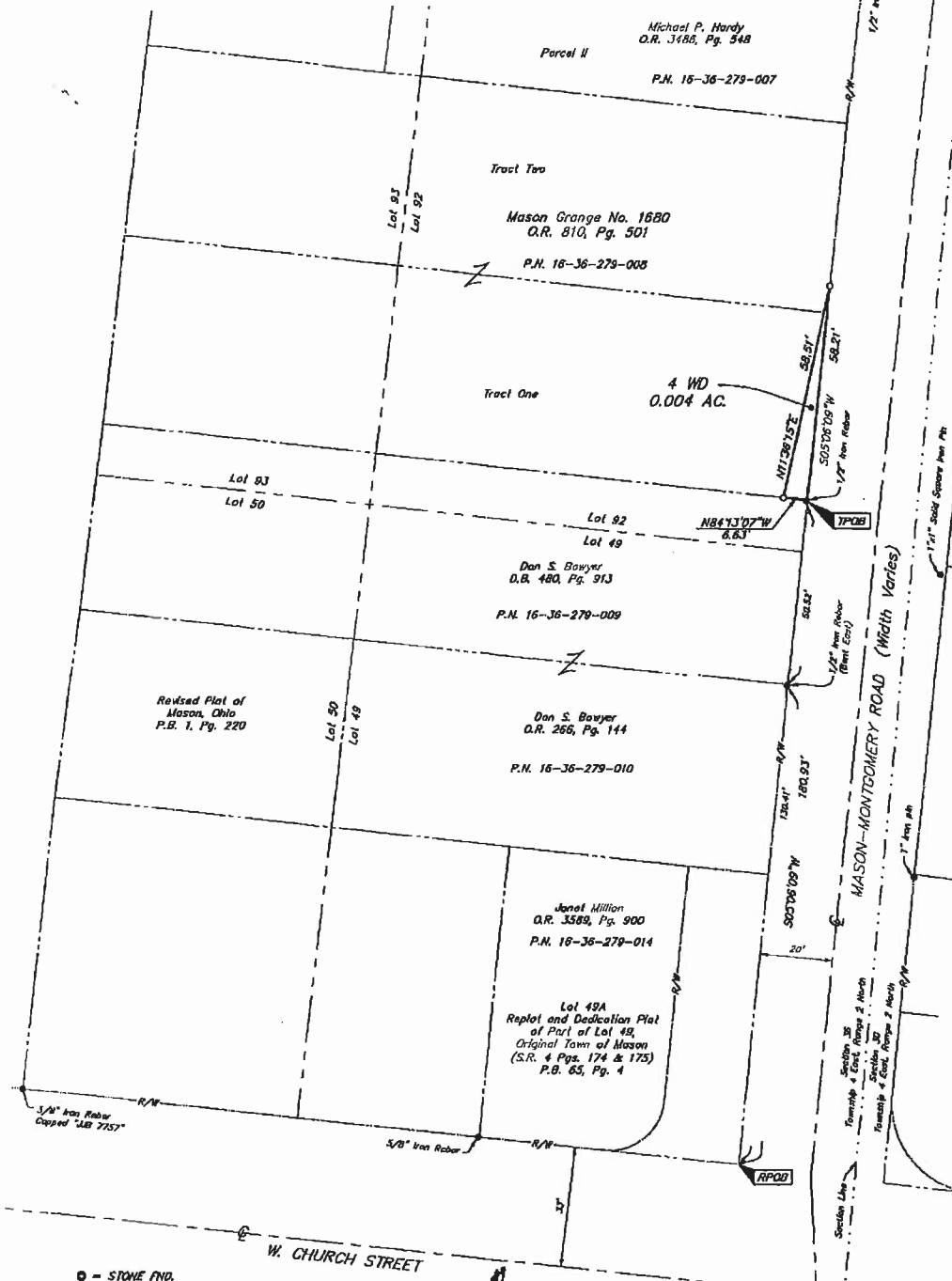
SURVEY PLAT OF A PART OF  
MASON GRANGE NO. 1680 LANDS  
SECTION 36, TOWNSHIP 4 EAST, RANGE 2 NORTH  
BETWEEN THE MIAMIS  
CITY OF MASON, WARREN COUNTY, OHIO

Volume 130, Plat No. 100  
Warren County Engineer's  
Record of Land Surveys

Preliminary Access Approval  
Granted  Not applicable

Neil F. Tunison  
Neil F. Tunison, P.E., P.S.  
Warren County Engineer

Deed Reference  
Deed Book \_\_\_\_\_, Page \_\_\_\_\_



**BASIS OF BEARINGS:**  
Bearings are based on the Ohio State  
Plane Coordinate System per NAD83.  
Control for bearings was from coordinates  
of Monuments JJ & JJA, established by  
Wagner, Inc. for Warren County GPS  
Control Network, having a bearing of  
North 05° 06' 08" East for a portion of  
the centerline of Mason Montgomery Road.

**NOTE:**  
This survey was prepared by Evans,  
Machwart, Hamblen & Tron, Inc. under  
the direction of Edward J. Miller, P.S. No.  
8250 from existing records and actual  
field surveys performed in 2006.  
Occupation is, as shown, on survey.

- = STONE FND.
- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- △ = R.R. SPK. SET
- = P.K. NAIL FND.

I.P. Set are 3/4" steel rods with 1 1/2"  
dia. aluminum caps stamped "City of  
Mason, Ohio Right-of-Way Marker".

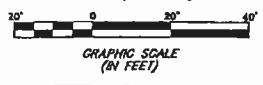


EXHIBIT **A**  
PAGE **2** OF **2**



By *[Signature]*  
Edward J. Miller  
Professional Surveyor No. 8250



Date: March 26, 2007

Scale: 1" = 50'

Job No: 2005-1833

Sheet: 1 of 1

NO.	DATE	DESCRIPTION

## PRORATION OF TAXES

**DATE: August 30, 2007**

Wood and Lamping, LLP has handled the proration of taxes as an accommodation to both the Seller and the Buyer.

\_\_\_\_\_ The real estate taxes are prorated through date of closing based upon the latest information obtained at the County Treasurer's Office and after the day of closing the Buyer/Borrower is responsible for all taxes whether or not they are included in any mortgage loan payment, if applicable. Further, the parties hereby hold Mortgagee and Wood & Lamping, LLP harmless for any future increase, assessment or errors in tax prorations. The following conditions which are checked, if any, apply to the proration of taxes.

\_\_\_\_\_ **Present taxes were based on land value only;**

\_\_\_\_\_ **Present taxes on parcel are benefited by a Homestead Reduction;**

\_\_\_\_\_ **Present taxes are currently subject to a CAUV Recoupment but, no adjustment is being made at closing as a result thereof;**

\_\_\_\_\_ **Subject property may be subject to a future CAUV Recoupment but, no adjustment is being made at closing as a result thereof;**

Taxes were not prorated in this transaction due to current taxes not being assessed on subject property. Taxes are based on a large tract or parcel from which the subject property has been cut-out. Any proration will be handled between the parties outside of closing at such time as taxes are assessed on the subject property.

\_\_\_\_\_ Taxes were prorated based upon proration amounts agreed to and submitted by Seller and Buyer.

**BUYER:**

City of Mason, Ohio



By: Eric Hansen, City Manager

**SELLER:**

Mason Grange No. 1680

BY: 

Paul A. Steiner, President

AFFIDAVIT OF TITLE

STATE OF )  
 ) SS:  
COUNTY OF WARREN )

The undersigned Affiant, being first duly cautioned and sworn deposes and says:

1. That the undersigned is the Fee Simple owner of the real property as described on Exhibit "A", attached hereto and incorporated herein (hereafter the "Property").
2. That the undersigned is in full and exclusive constructive or actual possession of the Property and there are no outstanding deeds, mortgages, leases, easements, contracts of sale or equities of any kind not fully disclosed of record or unrecorded affecting the title to said real estate and that there are no other parties in possession or entitled to possession except N/A.
3. That no work, labor or material has been furnished or performed on or to said real estate which has not been fully and completely paid for, except N/A; nor has any repair, alteration or improvement been fully completed in or about said real estate within the last ninety (90) days for which the right to file a mechanic's or materialmen's lien might exist, except N/A; nor has any unsatisfied claim for lien or claim for payment been made for labor or material furnished to said premises, except N/A.
4. That there are no court proceedings or disputes with any parties concerning the boundary lines of said premises; that there are no encroachments upon said premises from adjacent properties nor encroachments of any improvement located on subject real estate upon adjoining land.
5. That there are no violations of governmental laws or ordinances pertaining to the use of said property.
6. That there are no unsatisfied or unreleased judgments or liens of record nor decrees of bankruptcy nor court proceedings of any kind which would affect the title to said real estate that are not known to the closing agent or which the undersigned has not disclosed to the closing agent.
7. That the undersigned has not received any notice from any federal, state or local agencies or authorities advising of unpaid obligations, including, without limitation, taxes, fees, assessments, of whatever kind or nature, and the undersigned is unaware of the existence of any such obligations which may result in the placement of a lien against the Property.



8. That all real estate taxes on the property have been paid for prior years, and only the current year's taxes, which are not yet due, are outstanding and that there are no outstanding assessments against said real estate nor has any notice been received as to pending assessments.
9. That the foregoing statements are made for the benefit of the sale of the property and for the purpose of inducing the buyers to pay the full contract price, by virtue of a mortgage loan upon subject premises; and further induce the title insurance company to issue its title insurance policy or policies upon said premises.

Mason Grange No. 1680

BY: Paul A. Steiner  
Paul A. Steiner, President

Sworn to before me and subscribed in my presence this 30th day of August, 2007.

Joan Bernard  
Notary Public

**JOAN BERNARD**  
Notary Public, State of Ohio  
My Commission Expires May 7, 2010

**RESOLUTION  
OF  
Mason Grange No. 1680,  
an non-profit Ohio corporation**

The undersigned, being all of the Executive Committee of Mason Grange No. 1680., an Ohio non-profit corporation (hereinafter the "Corporation"), do hereby adopt the following resolutions by unanimous consent without a meeting, pursuant to the authority of Ohio Revised Code 1702.25, effective as of May 16, 2007:

**BE IT RESOLVED** that the Corporation is hereby authorized, empowered and instructed to enter into a contract for sale of 0.004 acre located on Mason Montgomery Road, Mason, Ohio 45040 (the "Property") to the City of Mason for the sale price of \$500.00.

**BE IT FURTHER RESOLVED** that Paul A. Steiner, in his capacity as President of the Corporation, is hereby authorized, empowered and instructed to enter into, execute, deliver, amend and/or acknowledge any and all documents on behalf of the Corporation, which may be necessary or appropriate in order to enable the Corporation to consummate a closing on the sale of the Property. Such documents shall include, but not be limited to, the following: General Warranty Deed, FIRPTA affidavit, Seller Affidavit, and all other documents which, in the discretion of the President, may be necessary or appropriate in order to enable the Corporation to consummate a closing on the sale of the Property.

The execution, acknowledgment and delivery of said documents in pursuance of this Resolution shall be binding upon the Executive Committee for all intents and purposes whatsoever. All actions taken prior to the date of this resolution and any documents which were executed and/or delivered as described herein are hereby ratified, confirmed and approved.

*Fred McCarman*

\_\_\_\_\_  
Fred McCarman

*Earl Osborne*

\_\_\_\_\_  
Earl Osborne

*Lydia Zachman*

\_\_\_\_\_  
Lydia Zachman  
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