

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

**PARCEL: 16 36 255 006
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

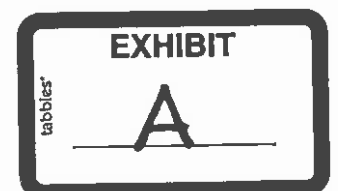
This Agreement is being entered into by and between the **City of Mason, Ohio**, whose address is 6000 Mason Montgomery Road, Mason, Ohio 45040 (hereinafter "Purchaser"), and **Robert L. Turner and Carol Turner, husband and wife**, whose address is 600 West Main Street, Mason, Ohio 45040 (hereinafter "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].

**600 West Main Street, Mason, Ohio 45040, Warren County, Ohio, Auditor's Parcel
No. 16 36 255 006.**

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 **Sixty Thousand Dollars and 00/100 (\$60,000.00)**, the amount due from Purchaser to Seller at Closing. 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.

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. Conveyance and Representation of Title

Seller shall convey marketable title to Purchaser by general warranty deed at Closing. Seller shall, and hereby does, represent 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

Purchaser is buying the Property "AS IS". Seller shall not change the existing character of the land and building described in Exhibit "A" prior to the date of Closing. 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 beyond reasonable wear and tear, 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. Purchaser shall be entitled to a walk through of the building 24 hours prior to Closing. All personal property shall be removed from the Property, except as specifically agreed upon between Purchaser and Seller.

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/Closing Costs

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 sale. Seller shall pay all liens and encumbrances. Buyer shall pay deed preparation fees, recording fees, owner's

title insurance, overnight/wire/handling fees for payoffs, any attorney's fees and any other reasonable and customary costs associated with the transfer of title.

8. Closing Date

The consummation and closing of this Agreement shall occur on or before September, 30, 2013, at such place as the parties may agree, or as mutually agreed by both parties. Provided, however, in no event shall consummation and closing occur more than sixty (60) days after the last date on which one of the parties hereto executes this Agreement.

9. Physical Possession of Vacant Land and Structures

Physical possession of the land and buildings shall be surrendered by Seller to Purchaser immediately upon the date of Closing.

10. 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.

11. 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.

12. 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.

13. 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.

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IN WITNESS WHEREOF, the parties hereto, namely the City of Mason, Ohio (Purchaser) and **Robert L. Turner and Carol Turner** (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

Kalpa A

KALPAGIAM ANANTH

Print Name of Witness

SELLER:

Sheryl Turner P.O.A. for Robert Turner
Robert L. Turner

Sheryl Turner P.O.A. for Carol Turner
Carol Turner

9-17-13

Date:

WITNESS:

Jean Bernard

JEAN BERNARD

Print Name of Witness

PURCHASER:

City of Mason, Ohio

Eric Hansen
Eric Hansen, City Manager

Date: 9-18-13

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

DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT

WARNING TO PERSON EXECUTING THIS DOCUMENT - THE POWERS YOU GRANT BELOW CONTINUE TO BE EFFECTIVE SHOULD YOU BECOME DISABLED OR INCOMPETENT

CAUTION: This is an important legal document and upon proper execution will create a Durable Power of Attorney. This gives the person whom you designate as your attorney-in-fact broad powers to handle your property during your lifetime, which may include powers to mortgage, sell, or otherwise dispose of any real or personal property without advance notice to you or approval by you.

These powers will continue to exist even if you become disabled or incompetent. You do have the right to terminate or revoke the power of attorney and any or all powers granted within at any time up to the point of your incapacity.

This document does not authorize anyone to make medical or other health care decisions. You may execute a health care proxy (also known as a health care or medical power of attorney) to do this.

If there is anything about this document that you do not understand, you should ask a lawyer to explain it to you.

THIS DURABLE POWER OF ATTORNEY for financial management is given by me, Carol J. Turner, presently of 600 W. Main Street, Mason, OH 45040, in the State of Ohio, on the 16th day of August, 2013.

1. Nature of Power

THIS IS A DURABLE POWER OF ATTORNEY and the authority of my Attorney-in-fact shall not terminate if I become disabled or incapacitated or in the event of later uncertainty as to whether I am dead or alive.

2. Previous Power of Attorney

I REVOKE any previous durable power of attorney granted by me.

3. Attorney-in-fact

I APPOINT Sheryl A. Turner, of 203 Short Street, Mason, OH 45040, Ohio, to act as my Attorney-in-fact.

4. Successor Attorney-in-fact

On the death, refusal or inability of Sheryl A. Turner to act or continue to act, I APPOINT Michael W. Turner of 6677 Sales Road, Waynesville, OH, 45068, Ohio to act as my successor Attorney-in-fact.

5. 'My Attorney-in-fact'

I will refer to my Attorney-in-fact and my successor Attorney-in-fact as 'my Attorney-in-fact'.

6. Governing Laws

This instrument will be governed by the laws of the State of Ohio. Further, my Attorney-in-fact is

directed to act in accordance with the laws of the State of Ohio at any time he or she may be acting on my behalf.

7. **Delegation of Authority**

My Attorney-in-fact may not delegate any authority granted under this document.

8. **Liability of Attorney-in-fact**

My Attorney-in-fact will not be liable to me, my estate, my heirs, successors or assigns for any action taken or not taken under this document, except for willful misconduct or gross negligence. A successor Attorney-in-fact will not be liable for acts of a prior Attorney-in-fact

9. **Effective Date**

This Power of Attorney will start immediately and will continue notwithstanding my mental incapacity or mental infirmity which may occur after my execution of this Power of Attorney.

10. **Powers of Attorney-in-fact**

My Attorney-in-fact will have the following power(s):

Initials

a. X  **Real Estate Transactions**

To deal with any interest I may have in real property and sign all documents on my behalf concerning my interest, including, but not limited to, real property I may subsequently acquire or receive. These powers include, but are not limited to, the ability to:

- i. purchase, sell, exchange, accept as gift, place as security on loans, convey with or without covenants, rent, collect rent, sue for and receive rents, eject and remove tenants or other persons, to pay or contest taxes or assessments, control any legal claim in favor of or against me, partition or consent to partitioning, mortgage, charge, lease, surrender, manage or otherwise deal with real estate and any interest therein, and
- ii. execute and deliver deeds, transfers, mortgages, charges, leases, assignments, surrenders, releases and other instruments required for any such purpose.

b. X  **Chattel and Goods Transactions**

To purchase, sell or otherwise deal with any type of personal property I may currently or in the future have an interest in. This includes, but is not limited

to, the power to purchase, sell, exchange, accept as gift, place as security on loans, rent, lease, to pay or contest taxes or assessments, mortgage or pledge.

c. ~~X~~ **Banking Transactions**

To do any act that I can do through an attorney-in-fact with a bank or other financial institution. This power includes, but is not limited to, the power to:

- i. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.
- ii. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.
- iii. Borrow money from any banking or financial institution if deemed necessary by my Attorney-in-fact, and to manage all aspects of the loan process, including the placement of security and the negotiation of terms.
- iv. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
- v. Have access to any safe deposit box that I might own, including its contents.
- vi. Create and deliver any financial statements necessary to or from any bank or financial institution.

d. ~~X~~ **Business Operating Transactions**

To take any action my Attorney-in-fact deems necessary with any business that I may own or have an interest in by doing any act which can be done through an attorney-in-fact. This power includes, but is not limited to, the power to execute, seal and deliver any instrument; participate in any legal business of any kind; execute partnership agreements and amendments; to incorporate, reorganize, consolidate, merge, sell, or dissolve any business; to elect or employ officers, directors and agents; and to exercise voting rights with respect to any stock I may own, either in person or by proxy.

e. X *Cjt* **Insurance Transactions**

To do any act that I can do through an attorney-in-fact with any insurance policy. This power includes, but is not limited to, the power to pay premiums, start, modify or terminate policies, manage all cash payouts, borrow from insurers and third parties using insurance policies as collateral, and to change the beneficiaries on any insurance policies on my life. Unless my Attorney-in-fact was already a beneficiary of any policy before the signing of this document, my Attorney-in-fact cannot name himself or herself as a beneficiary of such policy.

f. X *Cjt* **Estate Transactions**

To do any act that I can do through an attorney-in-fact with regard to all matters that affect any trust, probate estate, conservatorship, or other fund which I may receive payment as a beneficiary. This power includes the power to disclaim any interest which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Attorney-in-fact cannot disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Attorney-in-fact or my Attorney-in-fact's estate.

g. X *Cjt* **Living Trust Transactions**

To transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer. This property can include real property, stocks, bonds, accounts, insurance policies or other property.

h. X *Cjt* **Claims and Litigation Matters**

To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me. This power includes, but is not limited to, the power to: appear on my behalf or retain an attorney and any other professional personnel necessary to defend or assert any claim before any court, board, or tribunal, and the power to settle any claim against me in whichever forum or manner my Attorney-in-fact deems prudent, and to receive or pay any resulting settlement.

i. X *Cjt* **Government Benefits**

To act on my behalf in all matters that affect my right to allowances, compensation and reimbursements properly payable to me by the Government of the United States or any agency or department thereof. This power includes, but is not limited to, the power to prepare, file, claim, defend

or settle any claim on my behalf and to receive and manage as my Attorney-in-fact sees fit any proceeds of any claim.

j. ~~X~~ gt **Retirement Benefit Transactions**

To act for me and represent my interests in all matters affecting any retirement savings or pension plans I may have. This power includes, but is not limited to, the power to continue contributions, change contribution amounts, change investment strategies and options, move assets to other plans, receive and manage payouts, and add or change existing beneficiaries. My Attorney-in-fact cannot add himself or herself as a beneficiary unless he or she is already a designated beneficiary as of the signing of this document.

k. ~~X~~ gt **Family Care**

To make whatever expenditures are required for the maintenance, education, benefit, medical care and general advancement of me, my spouse and dependent children, and other persons that I have chosen or which I am legally required to support, any of which may include my Attorney-in-fact. This power includes, but is not limited to, the power to pay for housing, clothing, food, travel and other living costs.

l. ~~X~~ gt **Tax Matters**

To act for me in all matters that affect my local, state and federal taxes and to prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authority to:

- i. prepare, sign and file income and other tax returns with federal, state, local and other governmental bodies, and to receive any refund checks.
- ii. obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

m. ~~X~~ gt **Gift Transactions**

To make gifts to my spouse, children, grandchildren, great grandchildren, and other family members on special occasions, including birthdays and seasonal holidays, including cash gifts, and to such other persons with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), in such amounts as my Attorney-in-fact may decide in his or her absolute discretion, having regard

to all of the circumstances, including the gifts I made while I was capable of managing my own estate, the size of my estate and my income requirements.

n. X *git* **Charity Transactions**

To continue to make gifts to charitable organizations with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), in such amounts as my Attorney-in-fact may decide in his or her absolute discretion, having regard to all of the circumstances, including the gifts I made while I was capable of managing my own estate, the size of my estate and my income requirements.

o. X *git* **Maintain Property and Make Investments**

To retain any assets owned by me at the date this Durable Power of Attorney becomes effective, and the power to reinvest those assets in similar investments. In addition, my Attorney-in-fact may invest my assets in any new investments, of his or her choosing, regardless of whether or not they are authorized by any applicable legislation.

p. X *git* **Employ Required Professionals**

To appoint and employ any agents, servants, companions, or other persons, including nurses and other health care professionals for my care and the care of my spouse and dependent children, and accountants, attorneys, clerks, workers and others for the management, preservation and protection of my property and estate, at such compensation and for such length of time as my Attorney-in-fact considers advisable.

q. X *git* **General Authority**

To do any act or thing that I could do in my own proper person if personally present, including managing or selling tangible assets, disclaiming a probate or nonprobate inheritance and providing support for a minor child or dependent adult. Other specifically enumerated powers are not intended as a limitation on this broad general power.

11. Attorney-in-fact Compensation

My Attorney-in-fact will receive no compensation except for the reimbursement of all out of pocket expenses associated with the carrying out of my wishes.

12. Co-owning of Assets and Mixing of Funds

My Attorney-in-fact may not mix any funds owned by him or her in with my funds and all assets should remain separately owned if at all possible.

13. **Personal Gain from Managing My Affairs**

My Attorney-in-fact is not allowed to personally gain from any transaction he or she may complete on my behalf.

14. **Attorney-in-fact Restrictions**

This Power of Attorney is not subject to any conditions or restrictions other than those noted above.

15. **Notice to Third Parties**

Any third party who receives a valid copy of this Power of Attorney can rely on and act under it. A third party who relies on the reasonable representations of my Attorney-in-fact as to a matter relating to a power granted by this Power of Attorney will not incur any liability to the principal or to the principal's heirs, assigns, or estate as a result of permitting the Attorney-in-fact to exercise the authority granted by the Power of Attorney up to the point of revocation of the Power of Attorney. Revocation of the Power of Attorney will not be effective as to a third party until the third party receives notice and has actual knowledge of the revocation.

16. **Severability**

If any part of any provision of this instrument is ruled invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this instrument.

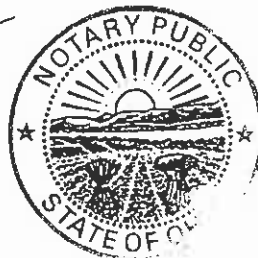
17. **Acknowledgment**

I, **Carol J. Turner**, being the Principal named in this Durable Power of Attorney for Finances hereby acknowledge:

- a. I have read and understand the nature and effect of this Durable Power of Attorney.
- b. I recognize that this document gives my Attorney-in-fact broad powers over my assets, and that these powers will continue past the point of my incapacity.
- c. I am of legal age in the State of Ohio to grant a Durable Power of Attorney.
- d. I am voluntarily giving this Durable Power of Attorney and recognize that the powers given in this document will become effective as of the date of my incapacity or as specified within.

IN WITNESS WHEREOF I hereunto sign my name at the City of Mason, in the State of Ohio, this 16th day of August, 2013

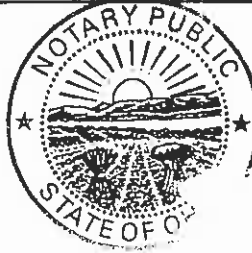
Carol J. Turner
Carol J. Turner



TRICIA HADDOX
Notary Public, State of Ohio
My Commission Expires
February 1, 2017

NOTARY ACKNOWLEDGEMENT

State of Ohio)
)
)
 ss.
 County of Warren)



TRICIA HADDOX
Notary Public, State of Ohio
My Commission Expires
February 1, 2017

Before me, a Notary Public for the state of Ohio, appeared the above named Carol J. Turner, who acknowledged and signed the foregoing instrument and his signing was his free act. In Testimony Whereof, I have hereunto subscribed my name and affixed my seal this 16th day of August, 2013.

Tricia Haddox
Notary Public, State of Ohio

Tricia Haddox
(print name)

My commission expires:
02/01/2017

INSTRUCTIONS FOR EXECUTING YOUR POWER OF ATTORNEY

Before signing your Power of Attorney, ensure you have read it and understand your document.

To be valid, you must sign the document with your usual check signing signature. You should also initial each page of the document. The signing and the initialing of the pages must occur in the presence of your notary or witness(es). For every power that you have given to your Attorney-in-fact you must write your initials in the space provided. If this is not done it may affect the validity of your document.

After you have signed and initialled your document in front of your notary or witness(es), your notary or witness(es) must sign on the applicable page of the Power of Attorney and should initial each page. This must occur in the presence of you.

Most jurisdictions require that a Power of Attorney be signed before a Notary Public if it is durable or grants power over land or property. Some jurisdictions also require that witnesses be present. Even if they are not required for your state it is often recommended to have witnesses to make the document more acceptable to those that will have to deal with it. Those jurisdictions that do not require that the Power of Attorney be signed in front of a notary usually require that two witnesses are used. Even if a notary is not required it is still often recommended.

Remember that your witness(es) cannot be your spouse, partner, child, your attorney or alternate attorney, or the spouse of your attorney or alternate attorney. Some jurisdictions disallow witnesses that are mentioned in your will, either as beneficiary or executor/executrix. You should generally avoid having witnesses that have any financial relationship with you. The witness(es) must be of legal age in your jurisdiction, they must have capacity and be mentally capable of managing their property and making their own decisions.

If your Power of Attorney will be used to transfer real property (land) your Attorney-in-fact will likely need to have the document recorded in order for the Power of Attorney to be recognized. This takes place at the land registry office in the jurisdiction where the real property (land) is located.