

**INSTRUCTIONS TO BIDDERS**  
**FOR THE SALE OF REAL ESTATE**

Sealed BIDS for the real estate hereinafter described will be received by the Board of Park Commissioners of Warren County Park District at 1223 North State Route 741, Lebanon, Ohio 45036 until 3:00pm on January 9, 2025, and then at said office, publicly opened and read aloud.

The Board of Park Commissioners of Warren County Park District (the “Park District”) owns two (2) tracts of land in Turtlecreek Township, Warren County, Ohio (the “Property”). The legal description for the Property is attached as **Exhibit A**, the parcels are shown as Parcels 2 and 3 on the parcel map attached as **Exhibit B**, and a Vicinity Map of the Property’s location is attached as **Exhibit C**.

Pursuant to Section 1545.12 of the Ohio Revised Code, the Property is not necessary for the purposes for which it was acquired. As a result, the Park District asked its attorneys, Millikin & Fitton Law Firm, to prepare the enclosed Purchase and Sale Agreement (“Agreement”) which, when completed by a Purchaser, will constitute the Purchaser’s bid to purchase the Property. The Agreement sets forth the terms and conditions under which the Park District will sell the Property. In any sale, Millikin & Fitton Law Firm will solely represent the Park District. If the Board of Park Commissioners accepts a bid, it will accept the bid that the Board of Park Commissioners determines to be in the best interest of the Park District.

If you are interested in submitting a bid to purchase the Property, you should:

- (A) Fill in the Purchaser’s name and address in the first paragraph of the Agreement;
- (B) Insert the Purchase Price and fill the dollar amount in Section 1.3 of the Agreement;
- (C) Complete the Purchaser’s name and address, etc., in paragraph 8.2 of the Agreement; and
- (D) Fill in the name of the Purchaser and sign the Agreement on behalf of the Purchaser on Page 12 of the Agreement.
- (E) Insert the entire Purchase and Sale Agreement into a sealed envelope addressed as follows:

Bid for Real Estate  
Warren County Park District  
attn: Matt Latham, CEO  
1223 North State Route 741  
Lebanon, OH 45036

All information requested above must be provided and legible for the bid to be considered valid. The Park District is not responsible for mail delays, failed delivery, or office closure – we recommend Bidders to use a trackable delivery method. Bids may be hand delivered to the Park

Instructions to Bidders for Sale of Real Estate

District office at the above address during office hours 9:00am – 3:00pm Monday through Friday, except government holidays.

Bids may be withdrawn up to the time of bid opening by providing written notice to the Park District's attorney as specified below. Bids received after the bid opening date and time will not be considered.

The Park District will notify you if your bid is accepted. In evaluating a bid, the Park District will consider such matters as it deems appropriate including, without limitation: (a) the amount of the Purchase Price; and (b) any changes that a Purchaser makes to the Agreement. The Park District reserves the right to accept any bid or to reject all bids submitted, and to waive non-material irregularities in procedure at its discretion. Bidder changes to the Purchase and Sale Agreement may result in the bid being declared non-responsive and rejected by the Board of Park Commissioners.

If you choose to engage a realtor for purposes of submitting your bid or representing you in this transaction, you shall be solely responsible for paying such realtor any commission or fee involved in the submission of the bid or the completion of the transactions contemplated by the Agreement.

The Property may be accessed during daylight hours for inspection without prior notice to the Park District. The act of accessing the Property shall be understood as indication that the potential Bidder agrees to 1) assume all risk and liability associated with accessing the Property, 2) follow all Warren County Park District Rules and Regulations when on the Property, and 3) restore any damage to the property occasioned by the potential Bidder's visit to the satisfaction of the Park District.

If your bid is accepted by the Board of Park Commissioners, you will have seven (7) calendar days from the Effective Date of the Purchase and Sale Agreement to submit the Earnest Money payment specified in the Purchase and Sale Agreement. If the Earnest Money is not received by the Park District within that seven-day period, the Purchase and Sale Agreement will be terminated, and a contingent bid may be accepted by the Park District.

Bidders may submit any questions in writing via email to Steven A. Tooman, Millikin & Fitton Law Firm, [tooman@mfitton.com](mailto:tooman@mfitton.com), no later than 4:00pm on December 19, 2024. Questions received after that time will not be answered. Mr. Tooman shall be the sole point of contact for questions related to this bid.

Sincerely,

Board of Park Commissioners of the Warren  
County Park District

# ***PURCHASE AND SALE AGREEMENT***

This Purchase and Sale Agreement ("Agreement") is made and entered as of this day of \_\_\_\_\_, 2024 by and between \_\_\_\_\_ ("Purchaser") and Board of Park Commissioners of the Warren County Park District, a park district created under Chapter 1545 of the Ohio Revised Code ("Seller").

## **RECITALS:**

A. Seller owns two (2) tracts of land in Turtlecreek Township, Warren County, Ohio which are more fully described on **Exhibit "A"** attached hereto (the "Property") and shown as Parcels 2 and 3 on the plat attached hereto as **Exhibit "B"**.

B. Pursuant to the provisions of Section 1545.12 of the Ohio Revised Code ("ORC"), Seller has determined that: (a) the Property is not necessary for the purposes for which it was acquired by Seller; and (b) Seller has determined that it is advisable to invite bids for the sale of the Property.

C. Seller reserves the right to accept any bid submitted or to reject all bids submitted.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

## **ARTICLE I - SALE**

1.1 **Bid.** Purchaser has read the Bid Instructions and submits this Agreement as Purchaser's bid for the purchase of the Property on the terms and subject to the conditions set forth in this Agreement. **The minimum bid for the Property is Forty-Five Thousand, Seven Hundred and 00/100 (\$45,700.00) Dollars.** If Seller accepts Purchaser's bid by signing this Agreement, Seller agrees to sell the Property to Purchaser on the terms and subject to the conditions set forth in this Agreement.

1.2 **Earnest Money.** Within seven (7) calendar days following the Effective Date (as that term is hereinafter defined), Purchaser shall pay to Seller a payment ("Earnest Money") in the amount of One Thousand and 00/100 (\$1,000.00) Dollars as an indication of Purchaser's good faith pending Closing (as that term is hereinafter defined) and an inducement for Seller to enter into this Agreement. At the Closing, the Earnest Money shall be applied as a credit against the Purchase Price (as that term is hereinafter defined) for the Property. In all other respects, the Earnest Money shall be returned to Purchaser or retained by Seller as provided for in this Agreement. Failure by Purchaser to timely

pay the Earnest Money to Seller shall give Seller the right to terminate this Agreement by sending a written notice of termination to Purchaser.

1.3 Purchase Price. The purchase price ("Purchase Price") for the Property shall be \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars. The Purchase Price (less the Earnest Money) shall be paid to Seller at Closing by cashier's check, or, at Seller's option, by a wire transfer of immediately available funds as directed by Seller. The Purchase Price shall be subject to adjustment as provided in Section 4.4 of this Agreement.

## **ARTICLE II - CONDITIONS TO PURCHASER'S OBLIGATIONS**

2.1 Conditions. The obligation of Purchaser to consummate the transactions contemplated by this Agreement are subject to the following conditions precedent (collectively, hereinafter referred to as the "Conditions" and individually as a "Condition") which shall be satisfied or waived prior to the dates set forth in each of the following subsections:

(A) Title Commitment. Purchaser, at Purchaser's sole cost and expense, may obtain a title commitment ("Title Commitment") of the Property issued by a Title Insurance Company ("Title Company") acceptable to Purchaser. Purchaser shall forward a copy of the Title Commitment, if any, to Seller within five (5) calendar days of receiving it. If Purchaser desires a survey ("Survey") of the Property, Purchaser may, at Purchaser's sole cost and expense, obtain a Survey of the Property and upon receipt of said Survey, Purchaser shall deliver a copy of it to Seller. If the Title Commitment or the Survey shows that all or part of the Property is unmarketable, or subject to a material defect, lien, encumbrance, easement, condition or restriction (each, a "Title Objection"), Purchaser shall deliver written notice of such Title Objection ("Title Objection Notice") to Seller on or before the 30<sup>th</sup> calendar day following the Effective Date. Unmarketable shall mean a substantial and material defect that would cause a reasonable buyer not to accept the Property. For purposes of this Agreement, the 30 calendar day period provided for in the preceding sentence is hereinafter referred to as the "Inspection Period". If Purchaser has not delivered a Title Objection Notice to Seller prior to the expiration of the Inspection Period, Purchaser shall be deemed to have approved title to the Property and to have waived its ability to terminate this Agreement for the failure of this Condition.

If Seller is unable or unwilling to cure a Title Objection, Seller shall send Purchaser prompt written notice ("Seller's Notice") of that fact [but, in any event, within ten (10) calendar days after receipt of the Title Objection Notice]. Within five (5) calendar days after the date of Seller's Notice, Purchaser shall elect to either: (i) waive such Title Objections which Seller is unable or unwilling to cure and accept such title to the Property as Seller is able to convey, without any reduction in the Purchase Price and

without any liability on the part of Seller (such waiver of liability by Purchaser being deemed to survive the Closing or termination of this Agreement); or (ii) terminate this Agreement by delivering written notice of termination to Seller and thereafter Seller shall repay the Earnest Money to Purchaser. After termination, neither Purchaser nor Seller shall have any further rights or obligations under this Agreement or liability to the other, except for those obligations which survive the termination of this Agreement. Each Party shall bear its own costs incurred hereunder. Any notice of termination provided for in this paragraph must be received by Seller not later than the fifth (5<sup>th</sup>) calendar day after the date of Seller's Notice. If Seller has not received a notice of termination from Purchaser on or before the fifth (5<sup>th</sup>) calendar day after Seller's Notice, Purchaser shall be deemed to have waived its ability to terminate this Agreement pursuant to the provisions of this paragraph and to have elected to accept the title to the Property that Seller will deliver at Closing.

All matters which are not timely objected to by Purchaser which are: (i) of record; (ii) contained in the Title Commitment (if any); or (iii) disclosed in the Survey (if any) shall be deemed to have been approved by Purchaser. The following are collectively hereinafter referred to as "Permitted Encumbrances": (i) installments or real estate taxes and assessments (general and special) constituting a lien on the Property, but not yet due and payable; (ii) all matters which an accurate survey of the Property would disclose; (iii) all other matters approved or deemed to have been approved by Purchaser; (iv) an existing septic system easement and the existing zoning; and (iv) all Title Objections subsequently waived by Purchaser.

(B) Due Diligence Inspection. After Seller receives the Earnest Money and until the earlier of (i) the Closing, or (ii) the termination of this Agreement, Purchaser, at Purchaser's sole cost and expense, shall have the right, subject to the terms and conditions of this Agreement, to enter upon the Property to inspect it and conduct such other due diligence of the Property as Purchaser deems necessary for Purchaser's use thereof.

If, as a result of its inspection or other due diligence, Purchaser determines that the Property has a material and substantial defect that would cause a reasonable buyer not to accept the Property, Purchaser shall have the right to terminate this Agreement by delivering written notice thereof to Seller prior to the expiration of the Inspection Period. If Purchaser delivers such written notice of termination to Seller prior to the expiration of the Inspection Period, this Agreement shall terminate. If this Agreement were terminated pursuant to the foregoing provisions of this paragraph, then neither party shall have any further rights or obligations under this Agreement or liability to the other, except for those obligations which survive the termination of this Agreement. After termination, Seller shall retain the Earnest Money. Each party shall bear its own costs incurred hereunder. If Purchaser fails to deliver to Seller a written notice of termination prior to the expiration of the Inspection Period, Purchaser shall be

deemed to have waived its ability to terminate this Agreement for failure of this Condition.

### **ARTICLE III - CONDITION TO THE OBLIGATIONS OF SELLER**

3.1 Contingency. The obligations of Seller hereunder to consummate the transactions contemplated by this Agreement are subject to the following contingency (“Contingency”):

(A) An Entry (the “Entry”) approving the sale of the Property pursuant to the terms of this Agreement shall have been approved by the Warren County Ohio Probate Court (the “Court”) as required by ORC Section 1545.12. The Entry shall contain such terms and be subject to such conditions as are acceptable to Seller.

If the Contingency is not met to Seller’s satisfaction prior to Closing, Seller shall have the right to terminate this Agreement by sending written notice of termination to Purchaser prior to the Closing or by delivery written notice of termination to Purchaser at the Closing. If Seller gives such written notice of termination to Purchaser prior to or at the Closing, this Agreement shall terminate. If this Agreement were terminated pursuant to the foregoing provisions, then neither party shall have any liability to the other nor any further rights or obligations under this Agreement (except for those obligations which survive the termination of this Agreement) and Seller shall repay the Earnest Money to Purchaser. Each party shall bear its own costs incurred hereunder.

### **ARTICLE IV - CLOSING**

4.1 Closing. The closing (“Closing”) for the delivery of the Deed (as that term is hereinafter defined) for the Property, the payment of the Purchase Price and the delivery of the other instruments provided for herein shall be held at 10:00 A.M. on the day designated by Seller which will be the later of (a) the thirty-first (31<sup>st</sup>) calendar day following the date the Entry is filed with the Court; or (b) thirty (30) calendar days following the expiration of the Inspection Period. The Closing shall take place at Millikin & Fitton Law Firm, 9032 Union Centre Blvd, Suite 200, West Chester, OH 45069. Time is of the essence.

The Closing shall not occur unless and until all of the actions set forth in Sections 4.2 and 4.3 of this Agreement shall have been taken and none of such actions shall be deemed to have been taken unless and until all of them have been taken.

4.2 Seller’s Obligations. At Closing, Seller shall:

(A) Deliver a Limited Warranty Deed (“Deed”), fully executed and acknowledged by Seller, conveying Seller’s interest in the Property to Purchaser, subject

only to Permitted Encumbrances. The legal description to be used in the Deed shall be the legal description of the Property set forth on Exhibit "A" attached hereto.

(B) Deliver such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller.

(C) Deliver an Affidavit of Title and Non-Foreign Certificate, in the form of **Exhibit "D"** attached hereto.

(D) Deliver the Entry.

(E) Execute a Closing Statement acceptable to Seller; and

(F) Deliver possession of the Property to Purchaser, subject to Permitted Encumbrances.

4.3 Purchaser's Obligations. At Closing, Purchaser shall:

(A) Pay to Seller the full amount of the Purchase Price (less the amount of the Earnest Money) by bank cashier's check or, at Seller's option, by a wire transfer of immediately available funds as directed by Seller.

(B) Deliver such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

(C) Execute a Closing Statement acceptable to Purchaser; and

(D) Deliver such additional documents as shall be reasonably required to consummate the transactions contemplated by this Agreement.

4.4 Closing Costs; Adjustments and Prorations. All real estate taxes and assessments (general and special) for the Property shall be prorated to the date of the Closing, based on the latest tax bill that is available from the Warren County Treasurer prior to the Closing. All prorations shall be final. Seller shall pay the conveyance fee (if any) owing to the Warren County Auditor as a result of this sale and the cost to prepare the Deed. Purchaser shall pay for the cost to record the Deed. Purchaser shall also pay the cost of the title examination, Title Commitment (if any), Survey (if any) and the premium for any title insurance that Purchaser may desire.

The provisions of this Section 4.4 shall survive the Closing or the termination of this Agreement.

**ARTICLE V - LOSS**

5.1 Risk of Loss. If, after the Effective Date and prior to the Closing, twenty (20%) percent of the total area of the Property or more is damaged, Seller agrees to send written notice (“Notice of Damage”) of that fact to Purchaser. Purchaser shall have the option: (a) to assume such risk without any reduction in the Purchase Price and without any liability on the part of the Seller (such waiver of liability by Purchaser being deemed to survive the Closing or the termination of this Agreement), whereupon the parties hereto shall proceed in accordance with the terms and conditions of this Agreement and Purchaser shall be entitled to all insurance awards resulting therefrom in an amount not to exceed the Purchase Price (any such insurance award in excess of the Purchase Price being the sole property of Seller); or (b) to terminate this Agreement by delivering written notice of termination to Seller within thirty (30) calendar days of the date of the Notice of Damage or be forever barred from terminating this Agreement under this Section. If this Agreement were terminated as provided for in the preceding sentence, Seller shall repay the Earnest Money to Purchaser. Thereafter, neither Purchaser nor Seller shall have any further rights or obligations under this Agreement or liability to the other, except those obligations which survive the termination of this Agreement. Each party shall bear its own costs incurred hereunder.

If, after the Effective Date and prior to the Closing, less than twenty (20%) percent of the total area of the Property is damaged, Purchaser shall assume such risk, whereupon the parties hereto shall proceed in accordance with the terms and conditions of this Agreement without any reduction in the Purchase Price and without any liability on the part of the Seller (such waiver of liability by Purchaser being deemed to survive the Closing or the termination of this Agreement) and Purchaser shall be entitled to all insurance awards resulting therefrom in an amount not to exceed the Purchase Price (any such insurance award in excess of the Purchase Price being the sole property of Seller).

Seller agrees to keep the Property insured at current levels until Closing or earlier termination of this Agreement.

**ARTICLE VI - RIGHT OF ENTRY**

6.1 Right of Entry. Until the earlier of: (a) the expiration of the Inspection Period; or (b) the termination of this Agreement, Purchaser, its employees and contractors, shall, subject to the terms and conditions of this Agreement, have the right to enter upon the Property to inspect the Property. All inspections will be conducted at the sole cost and expense of Purchaser.



Purchaser understands and agrees that any on-site inspection of the Property shall be done in compliance with applicable laws, rules and regulations and shall occur after reasonable prior written notice to Seller. Any on-site inspection of the Property shall be conducted in such a manner that will not harm or damage the Property. Purchaser agrees to restore the Property to its condition prior to any such inspections immediately after conducting the same. Seller reserves the right to have a representative present during any inspection. If Purchaser desires to do any invasive testing on the Property, Purchaser shall do so only after delivering written notice of that fact to Seller and obtaining Seller's prior written consent thereto, which consent may be withheld or be subject to such terms and conditions imposed by Seller in its sole discretion. Purchaser, if requested by Seller, will furnish to Seller a copy of any report received by Purchaser relating to any inspection of the Property.

Purchaser shall protect, indemnify, defend and hold Seller and its officers, commissioners and employees harmless from and against any and all claims for liabilities, losses, costs, expenses (including reasonable attorney fees), damages, injuries or death arising out of or resulting from: (a) any inspection, test or other activity or alleged activity of Purchaser, its employees, agents or contractors; (b) any mechanic's lien being filed against the Property as a result of the action or alleged action of Purchaser, its employees, agents or contractors; or (c) the breach of any of Purchaser's obligations under this Article.

6.2 Survival. The provisions of this Article shall survive the Closing or any termination of this Agreement.

## **ARTICLE VII - DISCLAIMERS AND WAIVERS**

7.1 No Reliance on Documents. Purchaser acknowledges and agrees that all documents, materials, data and information delivered by or on behalf of Seller to Purchaser in connection with the transaction contemplated by this Agreement are provided to Purchaser as a convenience only and that any reliance on or use of such documents, materials, data or information by Purchaser shall be at the sole risk of Purchaser. Seller does not represent or warrant the accuracy of and Seller shall have no liability to Purchaser for any inaccuracy in or omission from any such documents, materials, data or information.

7.2 **AS-IS Sale; Disclaimers**. It is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability or fitness for a particular purpose.

Purchaser acknowledges and agrees that upon the Closing Seller shall sell and convey to Purchaser and Purchaser shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS". Purchaser has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or

information pertaining to the Property or relating thereto made or furnished by Seller, or any agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing.

Purchaser represents to Seller that Purchaser has conducted, or will conduct prior to the Closing, such investigations of the Property, including but not limited to, its environmental condition, as Purchaser deems necessary or desirable to satisfy itself as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous substance on or discharged from the Property. Purchaser will rely solely upon its investigations and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto. Upon the Closing, Purchaser shall assume the risk that adverse matters, including but not limited to, defects and adverse environmental conditions, may not have been revealed by Purchaser's investigations. Upon the Closing, Purchaser, for itself, its successors and assigns, shall be deemed to have waived, relinquished and released Seller, its officers, commissioners and employees from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown based upon, or arising directly or indirectly out of: (a) the condition, quantity, quality or environmental state of the Property; (b) any hazardous substance or toxic substance being located on, in, under or affecting the Property or any area offsite of the Property; (c) any latent or patent defect, physical condition, violation of any applicable law and any and all other acts, omissions, events, circumstances or matters regarding the Property; (d) any damage to the Property occurring prior to the Closing or the taking of any part of the Property by virtue of any condemnation proceeding; and/or (e) the use, maintenance, ownership of the Property by Seller or others.

7.3 Survival of Disclaimers. The provisions of this Article shall survive the Closing or any termination of this Agreement.

## **ARTICLE VIII - MISCELLANEOUS**

8.1 Brokerage Commissions. Each party shall remain fully responsible for and shall save harmless the other, its officers, commissioners and employees from and against all costs, claims, expenses or damages, including reasonable attorneys' fees, resulting from or related to any brokerage commission, finder's fee or other commission due or alleged to be due arising from the acts or contacts of such indemnifying party. The provisions of this Section shall survive the Closing or any termination of this Agreement.

8.2 Notices. Any notice given pursuant to this Agreement shall be given in writing and delivered: (a) in person; (b) by overnight courier; or (c) by certified mail, postpaid, return receipt requested, addressed as follows:

If to Seller:

1223 North State Route 741

Lebanon, Ohio 45036  
Attn: Chief Executive Officer

With a copy to:

Steven A. Tooman, Esq.  
MILLIKIN & FITTON LAW FIRM  
9032 Union Centre Blvd., Suite 200  
West Chester, Ohio 45069

If to Purchaser:

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(Phone)

\_\_\_\_\_

(Email)

Such notice, if delivered personally or by overnight courier service, shall be deemed given and delivered at the time of delivery; or, if sent by certified mail, shall be deemed given and delivery two (2) calendar days after the time of mailing with appropriate postage attached thereto.

8.3 Integration and Amendments. This Agreement and the Exhibits attached to it constitute the entire agreement between the parties relating to the purchase and sale of the Property and shall be deemed to be a full, final and complete integration of all prior or contemporaneous understandings or agreements between the parties relating thereto. This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.

8.4 Governing Law. This Agreement shall be governed by and all disputes related thereto shall be determined in accordance with the laws of the State of Ohio. Time is of the essence.

8.5 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and on their respective heirs, successors and assigns. Purchaser may not assign its rights and obligations under this Agreement without the prior written consent of Seller.

8.6 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case for any

reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or in rendering any other provision or the provisions contained in this Agreement invalid, inoperative or unenforceable to any other extent. The invalidity or unenforceability of any one or more provision of this Agreement shall not effect the validity of the remaining provisions of this Agreement or any part thereof.

8.7 No Waiver or Rights. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

8.8 No Third-Party Beneficiary. Except as otherwise provided in this Agreement, the provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, except as otherwise provided in this Agreement, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

8.9 Performance Dates. Time is hereby extended for the performance of any action required by this Agreement if the last day of performance falls on a Saturday, Sunday or national holiday. The performance so extended shall occur on the next succeeding day that is not a Saturday, Sunday or national holiday.

8.10 Construction. The Recitals set forth at the beginning of this Agreement shall be deemed to be a part of this Agreement. As an inducement for Seller to sign this Agreement, Purchaser waives its right to assert any claim against Seller that this Agreement shall be construed more strictly against Seller than against Purchaser by virtue of the fact that the Agreement was prepared by counsel for Seller.

8.11 No Offer Until Executed. The submission of this Agreement to Purchaser for examination or consideration does not constitute an offer by Seller to sell the Property and this Agreement shall become effective, if at all, only upon the full execution and delivery thereof by Purchaser and Seller. Seller reserves the right to reject any bid submitted by any potential purchaser.

8.12 Words of Gender. Words of any gender used in this Agreement shall be construed to include any other gender, words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular when the context or sense of this Agreement requires.

8.13 Captions. Captions contained in this Agreement are inserted only as a matter of convenience, and in no way define or describe the scope of this Agreement nor the intent of any provision hereof.

8.14 Survival. All agreements, covenants or indemnities set forth in this Agreement which must, by implication or necessity, survive the Closing, shall be deemed to so survive as the sense of this Agreement requires.

8.15 Purchaser's Default. In the event of a default by Purchaser under the terms of this Agreement, Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Earnest Money as full liquidated damages for such default of Purchaser, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations under this Agreement or liabilities to the other, except for those obligations which survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Purchaser hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages. Purchaser covenants not to bring any action or suit challenging the amount of liquidated damages provided hereunder in the event of such default. This provision shall expressly survive the termination of this Agreement.

8.16 Non-Recourse. Notwithstanding any other provision of this Agreement, nothing contained in this Agreement shall be construed to create any personal liability or responsibility, either directly or indirectly, for Seller or its commissioners or employees, for the performance of any obligations of Seller contained in this Agreement. Purchaser acknowledges and agrees that Seller's obligations under this Agreement, the Deed and the other documents to be delivered by Seller at the Closing are limited to the interest of Seller in the Property. This provision of this Section shall survive the Closing and any termination of this Agreement.

8.17 Effective Date. For purposes of this Agreement, the term "Effective Date" shall be the date that Seller signs this Agreement, which date shall be set forth on the first paragraph of this Agreement. Thereafter, a copy of the fully executed Agreement will be sent to Purchaser (using the address for Purchaser set forth in Section 8.2 of this Agreement).

The parties hereto have executed this Agreement on the Effective Date aforesaid.

BOARD OF PARK COMMISSIONERS  
OF WARREN COUNTY PARK  
DISTRICT (SELLER)

By: \_\_\_\_\_  
Matt Latham, Chief Executive Officer

\_\_\_\_\_  
**(PURCHASER)**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Company (if applicable)

# EXHIBIT A

## GENERAL WARRANTY DEED

2  
NO FEE  
PK  
PARK  
DIST.  
EX 1109

ANNA J. IVINS, a widow, un-remarried, for one dollar and other valuable consideration paid, GRANTS, with general warranty covenants, to THE WARREN COUNTY PARK DISTRICT whose tax mailing address is: 300 East Silver St., Lebanon, Ohio 45036, the following parcel of real property comprising approximately 0.2951 AC.

Situated in the State of Ohio, Warren County, Turtlecreek Township, Section 16, Town 5, Range 3 and being more particularly described as follows: <sup>0.2951</sup> By New Survey  
13-16-100-031 SG

Commencing at the intersection of Jack Road and Phillips Road; thence N02°29'30"E a distance of 87.43 feet to a PK nail found; thence along the southerly line of a 3.1697 acre tract (O.R. 1045, Page 361), S84°55'00"E a distance of 363.77 feet to an iron pin found; thence along the westerly and southerly lines of a 1.2276 Acre tract (O.R. 1760, Page 908) the following three courses and distances:

- 1) N07°18'55"E a distance of 14.44 feet to an iron pin found;
- 2) S84°42'48"E a distance of 60.87 feet to an iron pin found;
- 3) N02°40'20"E a distance of 108.38 feet to an iron pin set at the Point of Beginning;

Thence along the easterly line of said 3.1697 acre tract, N02°40'20"E a distance of 204.48 feet to an iron pin found in the southerly line of a 2.448 acre tract (O.R. 445, Page 209); thence along said southerly line, S85°08'55"E a distance of 62.63 feet to a 5/8" iron pin set; thence along a new division line, S02°33'20"W a distance of 204.98 feet to a 5/8" iron pin set; thence N84°42'51"W a distance of 63.07 feet to the Point of beginning.

Containing 0.2951 acres more or less and being subject to all easements, restrictions and right-of-way of record.

The above description is based on a field survey dated July, 1999 by Apex Engineering and Surveying, Inc., Kenneth R. Combs, Ohio Professional Surveyor No. 7311 and is recorded Volume 108, Page 72 of the Warren County Engineer's Record of Land Surveys.

SUBJECT, however, to all legal highways, existing conditions, easements and restrictions of record, and building and zoning ordinances, if any.

Deed Reference: Being a part of the same property conveyed by deed recorded in Official Record 1760, Page 908 of the Warren County Land Records.

EXCEPTING taxes and assessments due and payable JANUARY 1, 2000 and thereafter, which Grantees assume and agree to pay.

IN WITNESS WHEREOF, ANNA J. IVINS, a widow, un-remarried, executed this instrument as of the 29<sup>th</sup> day of January, 2000.

Signed and acknowledged in the presence of:

Paula A. Fultz  
Paula A. Fultz  
Jackson Hedges

ANNA J. IVINS, a widow, un-remarried,

Anna J. Ivins

STATE OF OHIO  
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me and in my presence this 24<sup>th</sup> day of JANUARY, 2000 by ANNA J. IVINS, a widow, un-remarried.

Jackson Hedges

Notary Public



JACKSON C. HEDGES  
Notary Public, State of Ohio  
My Comm. has no expiration date

INSTRUMENT PREPARED BY:

William P. Schroeder  
Schroeder, Maundrell, Barbieri & Powers  
11935 Mason Road, Suite 110  
Cincinnati, OH 45249  
(513) 583-4200

50 Pd  
TRANSFERRED  
EXPS  
JAN 26 2000

SEC. 319.902 COMPLIED WITH  
NICK NELSON, Auditor  
WARREN COUNTY, OHIO

BETH DEKARD - WARREN COUNTY RECORDER  
Doc #: 17906 Type: DEED  
Filed: 1/26/2000 14:15:01 4  
Off Record: 1895 12 Pages: 2  
Recd: 1759 Return Flag: B  
WARREN COUNTY PARK DISTRICT

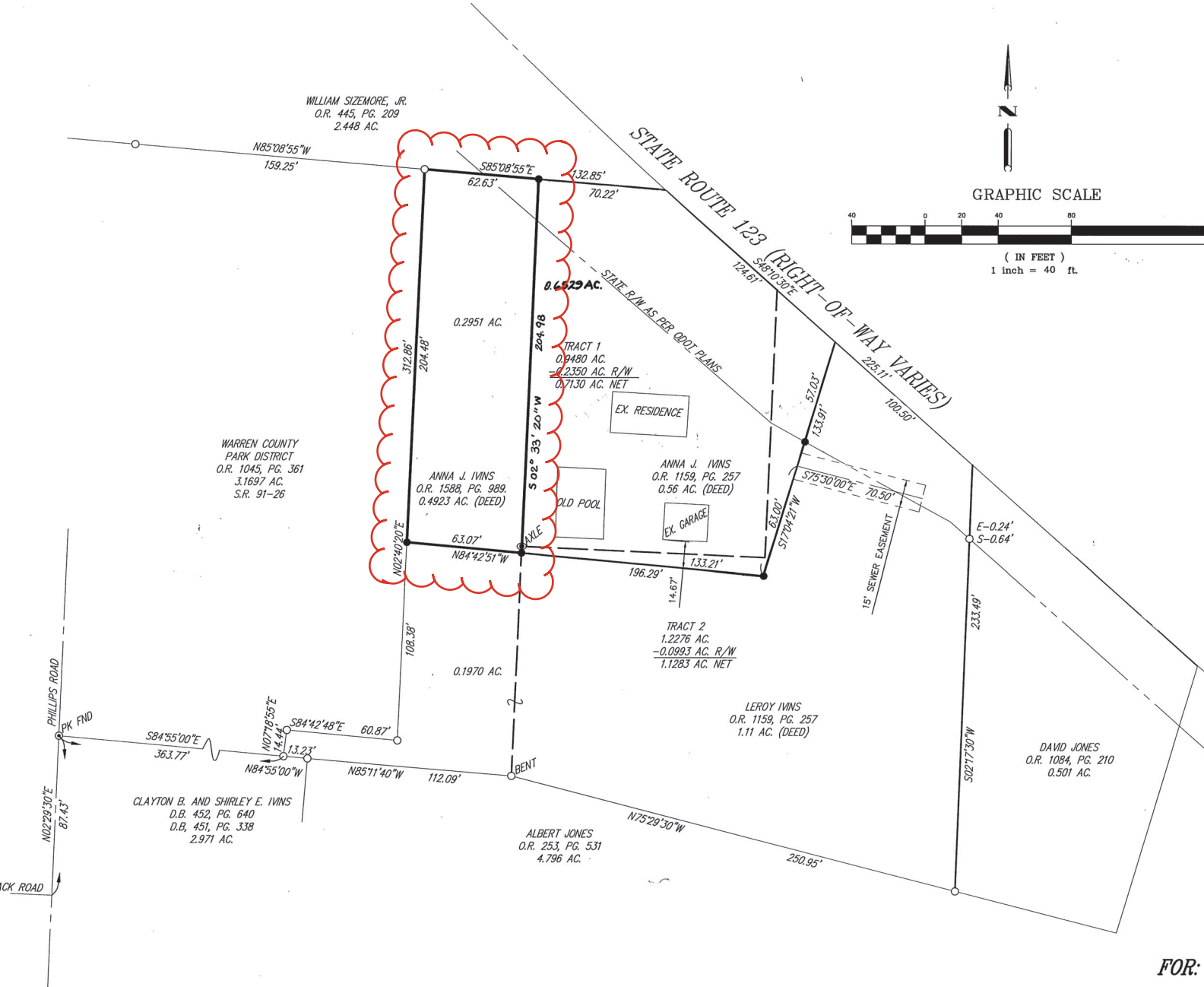
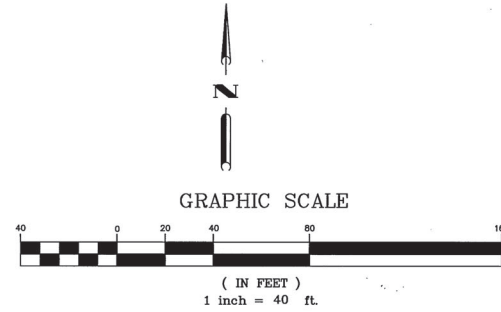


SURVEYOR'S NOTES

- 1) OCCUPATION IN GENERAL FITS SURVEY.
- 2) ALL MONUMENTS FOUND IN GOOD CONDITION.
- 3) SOURCE DOCUMENTS NOTED.
- 4) BEARINGS BASED ON S.R. 19 PG. 125.
- 5) DEED REFERENCES: O.R. 1159, PG. 257.  
O.R. 1588, PG. 989.

LEGEND

- - 5/8" IRON PIN SET
- - IRON PIN FOUND



**BOUNDARY SURVEY**  
SECTION 16, TOWN 5, RANGE 3  
TURTLECREEK TOWNSHIP  
WARREN COUNTY, OHIO  
FOR: THE WARREN COUNTY PARK DISTRICT  
JULY 1999

I HEREBY CERTIFY THAT THIS PLAT IS BASED  
UPON A FIELD SURVEY MADE UNDER MY DIRECTION.

*Kenneth R. Combs*  
KENNETH R. COMBS  
OHIO PROFESSIONAL SURVEYOR NO. 7311

7-30-99  
DATE

Exhibit A Page 3

A CURRENT TITLE EXAMINATION/REPORT IS NECESSARY TO DETERMINE  
ANY ADDITIONAL EASEMENTS, RESTRICTIONS, COVENANTS, CONDITIONS  
OR ENCUMBRANCES WHICH MAY AFFECT THE LANDS HEREIN PLATTED.

**APEX**  
LAND SURVEYING  
885 MIDDLEBORO ROAD OREGONIA, OHIO 45054  
PHONE - (513) 932-8986 FAX - (513) 932-8986



GENERAL WARRANTY DEED

3  
BY NO REC  
PARK  
DIST  
EX 1109

ANNA J. IVINS, a widow, un-remarried, for one dollar and other valuable consideration paid, GRANTS, with general warranty covenants, to THE WARREN COUNTY PARK DISTRICT whose tax mailing address is: 300 East Silver St., Lebanon, Ohio 45036,

LEGAL DESCRIPTION

1.2276 AC.

13-16-100-029 SB

Situated in the State of Ohio, Warren County, Turtle Creek Township, being part of Section 16, Town 5, Range 3 and being more particularly described as follows:

Commencing at the intersection of Jack Road and Phillips Road; thence along the centerline of Phillips Road, N02°29'30"E a distance of 87.43 feet to a PK nail found; thence leaving said centerline, along the south line of a 3.1697 acre tract, as recorded in O.R. 1045, Page 361 of the Warren County Recorders Office, S84°55'00"E a distance of 363.77 feet to a 5/8" iron pin found at the Point of Beginning; thence continuing along said 3.1697 acre tract the following three (3) courses and distances:

- 1) N07°18'55"E a distance of 14.44 feet to a 5/8" iron pin found;
- 2) S84°42'48"E a distance of 60.87 feet to a 5/8" iron pin found;
- 3) N02°40'20"E a distance of 108.38 feet to a 5/8" iron pin set;

thence leaving said 3.1697 acre tract along a new division line the following two (2) courses and distances:

- 1) S84°42'51"E a distance of 196.29 feet to a 5/8" iron pin set;
- 2) N17°04'21"E a distance of 5/8" iron pin set at 76.88 feet, a total distance of 133.91 feet to the centerline of State Route 123 (right-of-way varies);

thence along said centerline of State Route 123, S48°10'30"E a distance of 100.50 feet; thence leaving said centerline along the westerly line of a 0.501 acre tract as recorded in O.R. 1084, Page 210 of the Warren County Recorders Office, S02°17'30"W passing a 5/8" iron pin found at 35.00 feet a total distance of 233.49 feet to a 5/8" iron pin found; thence along the northerly line of a 4.796 acre tract as recorded in O.R. 253, Page 531 of the Warren County Recorders Office the following three (3) courses and distances:

- 1) N75°29'30"W a distance of 250.95 feet to a 5/8" iron pin found;
- 2) N85°11'40"W a distance of 112.09 feet to a 5/8" iron pin found;
- 3) N84°55'00"W a distance of 13.23 feet to the Point of Beginning.

Containing 1.2276 acres more or less and being subject to all easements, restrictions and rights of way of record.

The above described tract being subject a sewer easement as follows.

Commencing at the intersection of Jack Road and Phillips Road; thence along the centerline of Phillips Road, N02°29'30"E a distance of 87.43 feet to a PK nail found; thence leaving said centerline, along the south line of a 3.1697 acre tract, as recorded in O.R. 1045, Page 361 of the Warren County Recorders Office, S84°55'00"E a distance of

BOOK 1895 PAGE 9

363.77 feet to a 5/8" iron pin found; thence continuing along said 3.1697 acre tract the following three (3) courses and distances:

- 1) N07°18'55"E a distance of 14.44 feet to a 5/8" iron pin found;
- 2) S84°42'48"E a distance of 60.87 feet to a 5/8" iron pin found;
- 3) N02°40'20"E a distance of 108.38 feet to a 5/8" iron pin set;

thence leaving said 3.1697 acre tract along a new division line S84°42'51"E a distance of 196.29 feet to a 5/8" iron pin set; thence N17°04'21"E a distance of 63.00 feet to the Point of beginning; thence along a centerline as described, being 15.00 feet in width, 7.50 feet on either side of the described centerline, S75°30'00"E a distance of 70.50 feet to the Point of Terminus.

The above description is based on a survey by Kenneth R. Combs, Professional Surveyor number 7311 in the state of Ohio and dated November 6, 1998.

SUBJECT, however, to all legal highways, existing conditions, easements and restrictions of record, and building and zoning ordinances, if any.

Deed Reference: Being a part of a parcel conveyed by deed recorded in Official Record 1045, Page 361 of the Warren County Land Records.

EXCEPTING taxes and assessments due and payable JULY 1, 1999 and thereafter, which Grantees assume and agree to pay.

IN WITNESS WHEREOF, ANNA J. IVINS, a widow, un-remarried, executed this instrument as of the 24<sup>th</sup> day of January, 2000.

Signed and acknowledged in the presence of:

Paula A. Fultz  
 PAULA A. FULTZ  
Jackson C. Hedges  
 JACKSON C. HEDGES

ANNA J. IVINS, a widow, un-remarried,

Anna J. Ivins

STATE OF OHIO  
COUNTY OF HAMILTON



The foregoing instrument was acknowledged before me and in my presence this 24<sup>th</sup> day of January, 2000, by ANNA J. IVINS, a widow, un-remarried.

JACKSON C. HEDGES  
Notary Public, State of Ohio  
My Comm. has no expiration date  
Section ORC 147.03

Jackson C. Hedges

Notary Public

BOOK 1895 PAGE 10

**THIS INSTRUMENT PREPARED BY:**

**William P. Schroeder**  
**Schroeder, Maundrell, Barbieri & Powers**  
**11935 Mason Road, Suite 110**  
**Cincinnati, OH 45249**  
**(513) 583-4211**

80  
**TRANSFERRED**  
EY  
JAN 26 2000

SEC. 319.902 COMPLIED WITH  
NICK NELSON, Auditor  
JAN 26 2000

BN

BETH DEBYARD - WARREN COUNTY RECORDER  
Doc #: 179095 Type: DEED  
Filed: 1/26/2000 14:15:00 \$ .00  
Off Record: 1895 9 Pages: 3  
Rec#: 1759 Return Flag: B  
WARREN COUNTY PARK DISTRICT

3

BOOK 1895 PAGE 11

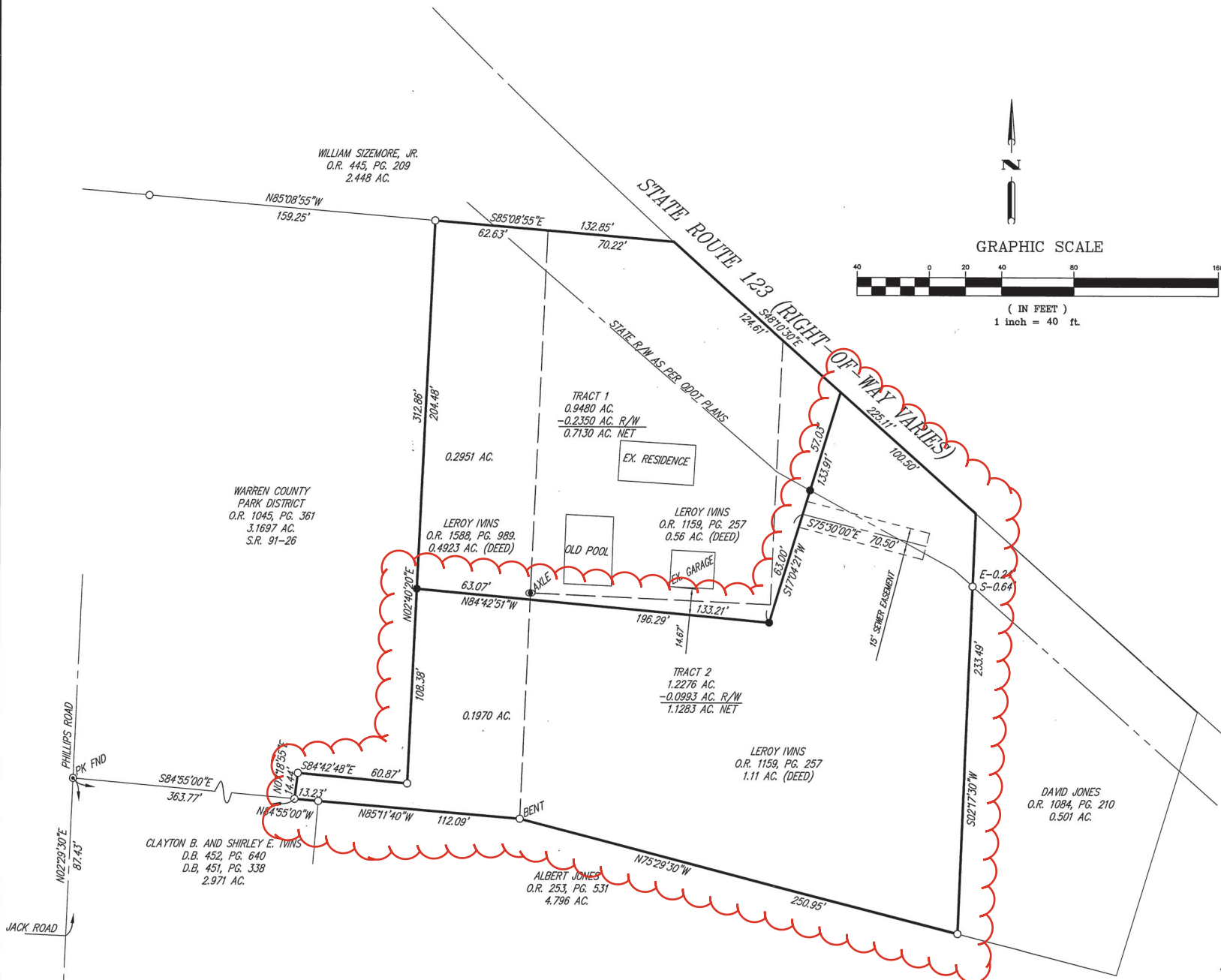


SURVEYOR'S NOTES

- 1) OCCUPATION IN GENERAL FITS SURVEY.
- 2) ALL MONUMENTS FOUND IN GOOD CONDITION.
- 3) SOURCE DOCUMENTS NOTED.
- 4) BEARINGS BASED ON S.R. 19 PG. 125.
- 5) DEED REFERENCES: O.R. 1159, PG. 257.  
 O.R. 1588, PG. 989.

LEGEND

- - 5/8" IRON PIN SET
- - IRON PIN FOUND



**BOUNDARY SURVEY**  
 SECTION 16, TOWN 5, RANGE 3  
 TURTLECREEK TOWNSHIP  
 WARREN COUNTY, OHIO  
 FOR: THE WARREN COUNTY PARK DISTRICT

I HEREBY CERTIFY THAT THIS PLAT IS BASED  
 UPON A FIELD SURVEY MADE UNDER MY DIRECTION.

*Kenneth R. Combs* 12-8-98  
 KENNETH R. COMBS DATE  
 OHIO PROFESSIONAL SURVEYOR NO. 7311

Exhibit A Page 7

A CURRENT TITLE EXAMINATION/REPORT IS NECESSARY TO DETERMINE  
 ANY ADDITIONAL EASEMENTS, RESTRICTIONS, COVENANTS, CONDITIONS  
 OR ENCUMBRANCES WHICH MAY AFFECT THE LANDS HEREIN PLATTED.



**APEX**  
 LAND SURVEYING  
 885 MIDDLEBORO ROAD OREGONIA, OHIO 45054  
 PHONE - (513) 932-8986 FAX - (513) 932-8986

# EXHIBIT B





# EXHIBIT C

Ivins Property  
Vicinity Map  
ml 06-20-24

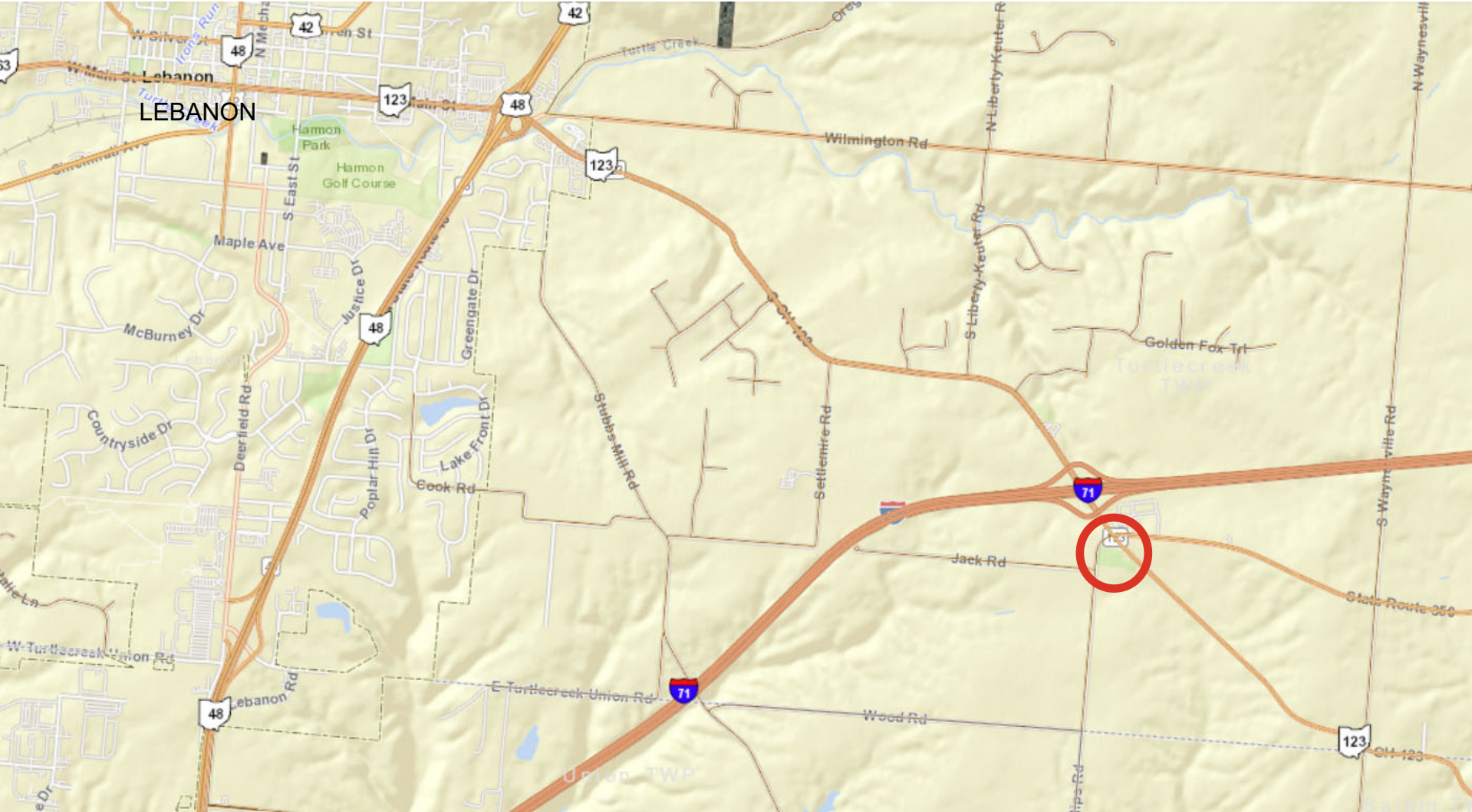


Exhibit "D"

AFFIDAVIT OF TITLE  
AND  
NON-FOREIGN CERTIFICATE

STATE OF OHIO, COUNTY OF WARREN, SS:

Matt Latham ("Affiant"), Chief Executive Officer of Board of Park Commissioners of the Warren County Park District ("Park District"), a park district created under Chapter 1545 of the Ohio Revised Code, being first duly cautioned and sworn deposes and says:

1. That the Park District is the owner of the real property ("Property") as described on Exhibit "A" attached hereto and made a part hereof.
2. That there are no outstanding deeds, mortgages, leases, easements or agreements of sale affecting title to the Property to which the Park District is a party which are not fully disclosed of record and there are no parties in possession or entitled to possession of the Property other than the Park District.
3. That no work, labor or material has been furnished or performed on or to the Property pursuant to an agreement with the Park District which has not been or which will not timely be fully and completely paid for by the Park District; nor has any repair, alteration or improvement been performed on or about the Property pursuant to an agreement with the Park District within the last ninety (90) days for which the right to file a mechanic's or materialman's lien exists; nor has any unsatisfied claim for lien or claim for payment been made upon the Park District for labor or material furnished to the Property.
4. That the Park District is involved in no court proceedings or disputes with any parties concerning the boundary lines of the Property. Affiant has no knowledge of: (a) any encroachments upon the Property from adjacent properties; or (b) any encroachments of any improvements located on the Property upon adjoining land.
5. Affiant has no other knowledge of any unsatisfied or unreleased judgments or liens against the Park District of record or bankruptcy or court proceedings of any kind against the Park District which affect the title to the Property.
6. That there are no unpaid real estate taxes or assessments against the Property (except as shown on the current tax duplicate).
7. That the foregoing statements are made for the benefit and purpose of inducing the \_\_\_\_\_ Title Insurance Company ("Company") to issue its title insurance policy or policies upon the Property.



8. Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee (buyer) of a United States real property interest must withhold tax if the transferor (seller) is a foreign person. In order to inform the transferee (buyer) that withholding of tax is not required upon the disposition of a United States real property interest, the Affiant, as the Chief Executive Officer of and on behalf of the Park District, certifies the following:

(a) the Park District is an Ohio limited liability Park District, not a foreign corporation, a foreign partnership, a foreign trust, a foreign estate or a non-resident alien for purposes of United States income taxation or otherwise a foreign person (as those terms are defined in the Code and the regulations with respect thereto);

(b) the Park District's United States Employer Identification Number is \_\_\_\_\_; and

(c) the Park District's address is 1223 North State Route 741, Lebanon, Ohio 45036.

9. The Affiant understands that this certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both.

10. Under penalties of perjury, the Affiant declares that the Affiant has examined this certification and to the best of his knowledge and belief it is true, correct and complete, and that the Affiant further declares that he has authority to sign this document on behalf of the Park District.

\_\_\_\_\_  
Matt Latham, Chief Executive Officer

Sworn to before me and subscribed in my presence this \_\_\_\_ day of November 2024, by Matt Latham, Chief Executive Officer of Board of Park Commissioners of the Warren County Park District, a park district created under Chapter 1545 of the Ohio Revised Code.

\_\_\_\_\_  
Notary Public