

CONTRACT TO PURCHASE

_____, 2017

1. **PARTIES AND PROPERTY DESCRIPTION:** Barbara A. MacKenzie, whose address is 49 Bayham Drive, Greenhills, Ohio 45218, hereinafter, Purchaser, agree to purchase, and the Village of Greenhills, Ohio, 11000 Winton Road, Greenhills, Ohio 45218, hereinafter, Seller, agree to sell, the following described real estate, together with all improvements thereon and all appurtenant rights, 49 R Bayham Drive, Greenhills, Hamilton County, Ohio, identified as Auditor's parcel no. 597-80-192 and as more fully described and recorded in the Office of the Hamilton County, Ohio Recorder's office ("Property").

2. **PRICE AND TERMS:** Purchaser hereby agrees to pay Five Hundred and 00/100 Dollars \$500.00 ("Purchase Price") for the real estate, payable as follows:

a. **EARNEST MONEY:** There shall be no earnest money paid to Seller from Purchaser.

b. **BALANCE:** The balance of the purchase price shall be paid by cash,-wire transfer or cashier's check by the date of Closing.

3. **INCLUDED IN SALE:** The real estate shall include the land, together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures and all of the following items if they are now located on the real estate and used in connection therewith: the Property is *vacant land*.. The Property shall be delivered to Purchaser in its AS IS condition. Purchaser has inspected the Property and accepts the Property in its PRESENT AS IS/WHERE IS CONDITION.

4. **PERSONAL PROPERTY:** The following personal property shall be included in the sale:

NONE.

5. **CONVEYANCE AND CLOSING:** Seller shall convey title to the real estate by quit claim deed on or before _____, 2017, or at such sooner time as is mutually agreeable to the parties hereto. Seller shall convey and Purchaser shall accept conveyance of the Property subject to restrictions that include that there shall be no construction of any improvements/structures on the Property and that it shall be transferred, conveyed, and/or sold in conjunction with Purchaser's adjacent property to the south being located at 49 Bayham Drive, Greenhills, Ohio 45218, identified as Auditor's parcel no. 597-80-119 and as more fully described and recorded in the Office of the Hamilton County, Ohio Recorder's office. These restrictions shall be perpetual and shall run with the land. This provision shall survive Closing.

Purchaser shall be responsible for any closing costs including, but not limited to, recording fees, all closing costs, and out of pocket expenses associated with the funding and Closing of this Purchase.

6. **PRORATIONS:** Seller shall be responsible to pay all real estate taxes and assessments, if any, accrued through the date of Closing.

NOTE: Real estate taxes and assessments are subject to change. Purchaser and Seller agree that the taxes and any assessments shall be based on the latest tax information available through the

Hamilton County, Ohio Auditor and Treasurer's records.

7. **POSSESSION:** Possession shall be delivered to Purchaser upon the date of Closing.
8. **CONDITION OF PROPERTY:** Seller agrees that upon possession the real estate shall be in the same condition as it is on the day of this offer, ordinary wear and tear excepted.
9. **SOLE CONTRACT/COUNTERPARTS:** This offer, when accepted, comprises the entire agreement of the Purchaser and Seller, and it is agreed that no other representations or agreements have been made or relied upon. Any amendments to this contract shall be made in writing, signed by the parties, and copies shall be attached to all copies of the original contract. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same contract.

The Purchaser has read, fully understands and approves of the foregoing offer.

Dated: _____

PURCHASER

Barbara A. MacKenzie

Seller accepts the above offer.

Dated: _____

SELLER: VILLAGE OF GREENHILLS, OHIO

Evonne Kovach, Municipal Manager

2417724.1

Parcel No. 597-0080-0192

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the **Village of Greenhills**, more properly known as the **Village of Greenhills, Ohio**, an Ohio municipal corporation, hereafter known as the Grantor, for valuable consideration paid, grants, conveys and quit claims to **Barbara A. MacKenzie**, whose tax mailing address is 49 Bayham Drive, Greenhills, Ohio 45218, hereafter known as the Grantee, the following described real estate:

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

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

RESTRICTIONS:

By acceptance of this Quit Claim Deed, Grantee acknowledges and accepts that there shall be no improvements/structures constructed on the real estate conveyed. This real estate is designated greenbelt area and shall be transferred, conveyed, and/or sold in conjunction with Purchaser's adjacent property to the south being located at 49 Bayham Drive, Greenhills, Ohio 45218, identified as Auditor's parcel no. 597-80-119 and as more fully described and recorded in the Office of the Hamilton County, Ohio Recorder's office. These Restrictions shall run with the land and be binding on Grantee, her heirs, successors and assigns forever.

Being the property conveyed to the Grantor herein by instrument recorded in Official Record Book 8029, Page 2568 of the Hamilton County, Ohio, Records.

NO OPINION OF TITLE OR DIAGRAMING OF THE DESCRIPTION WAS REQUESTED OF OR RENDERED BY WOOD & LAMPING, LLP.

The said Village of Greenhills, Ohio, by Evonne Kovach, its Municipal Manager, who has hereunto set her hand this ____ day of _____, 2015.

VILLAGE OF GREENHILLS, OHIO, an
Ohio municipal corporation

BY _____
Evonne Kovach, Municipal Manager

STATE OF OHIO)
)SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Evonne Kovach, Municipal Manager for the Village of Greenhills, Ohio, as duly authorized.

Notary Public
My commission expires: _____

This instrument was prepared by Wood & Lamping, LLP

2417749.1

EXHIBIT "A"

Situate in Section 29, Town 3, Entire Range 1, Springfield Township, City of Greenhills, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at the most southerly corner of Lot 14 of Burley Subdivision as recorded in Plat Book 102, Pages 69 and 70 of the Hamilton County Plat Records; thence S 15° 17' West, 115.43 feet to a point in the corporation line of the City of Greenhills; thence North 41° 50' 52" West along said corporation line, 97.14 feet; thence north 20° 28' East, 109.50 feet to the most westerly corner of the aforementioned Lot 14; thence South 41° 51' 52" East along the southwesterly line of said Lot 14, 85.39 feet to the place of beginning.

Subject to easements of record.