

O.R. 5282 PAGE 335  
LAND INSTALLMENT CONTRACT

Paul R. Everhart and Patricia P. Everhart, husband and wife, hereinafter collectively referred to as Seller, agrees to sell to the Board of Township Trustees, Milford Township, Butler County, Ohio, hereinafter referred to as Buyer, and Buyer agrees to purchase, upon the following terms and conditions, the real estate known as 4339 West Street, Oxford, Ohio 45056, the legal description of which is as follows (the premises): See Exhibit A attached.

1. Purchase Price and Payment. Buyer shall pay Seller for the premises the purchase price, including all fees and charges for services, of Seventy Thousand (\$70,000.00) Dollars. The purchase price shall be payable as follows:

a. Upon Buyer's execution of this contract, Buyer shall pay the sum of Seventeen Thousand, Five Hundred (\$17,500.00) Dollars as a down payment for the purchase price.

b. Buyer shall pay the contract balance of Fifty-two Thousand, Five Hundred (\$52,500.00) Dollars in three (3) yearly installments according to the following schedule:

December 1, 1995	\$17,500.00
December 1, 1996	\$17,500.00
December 1, 1997	\$17,500.00

c. Buyer may pay any amount in excess of the payments required herein to reduce any part of the unpaid purchase price which Buyer designates in part or in full without penalty. The principal balance of the unpaid purchase price shall not attract interest.

d. The entire purchase price shall become due and payable not later than December 1, 1997. TIME IS OF THE ESSENCE regarding all payments due under this contract.

00002722  
Filed for Record in:  
Butler County Ohio  
Joyce B. Thall, Recorder  
On 01/20/1995 At 11:51A  
LC 50.00  
Book 5282 Page 335

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e. In the event of Buyer's default in the payment of any installment which is not timely cured, the interest rate applicable to the amount in default shall be equivalent to the statutory judgment rate [currently ten (10%) percent per annum] which is in effect at the time of default by an additional two (2%) percent per annum until the entire contract balance is paid in full.

2. Prepayment. Buyer may pay any amount in excess of the payments required herein to reduce the unpaid principal balance without penalty; provided however, such prepayment shall not excuse scheduled installment payments as they fall due.

3. Possession. Buyer shall have exclusive possession of the premises (upon execution) and continuing thereafter so long as Buyer is not in default under this contract.

4. Real Estate Taxes and Assessments. Buyer shall pay all real estate taxes and assessments becoming due or payable from or after the date of this contract. Seller shall be responsible for any CAUV recoupage if applicable.

5. Utilities. Buyer shall pay for all charges incurred for all utility services used or consumed at the premises from and after the date possession is given to Buyer.

6. Indemnity and Insurance; Escrow Accounts. Commencing upon completion of closing, Buyer shall indemnify Seller for, defend Seller against, and hold Seller harmless from any liability, loss, costs, injury, damage, or other expense that may occur or may be claimed by or with respect to any person or property on or about the premises resulting from the use, misuse, possession, occupancy, or non-occupancy of the premises by Buyer or Buyer's agents, employees, licensees, invitees, or guests. Buyer has examined the premises and is relying solely upon such examination with respect to the condition, character and size of the land, improvements and fixtures, if any, constituting the premises.

At Buyer's own cost and expense, Buyer shall obtain and maintain in full force and effect at all times during the continuance of this contract: (a) comprehensive liability insurance for bodily injury or death to any person or persons, and property damage

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insurance, in such amounts as Seller reasonably deems necessary; and (b) fire and extended coverage insurance in an amount sufficient to prevent Seller from being a coinsured under said policy of insurance, but in no event less than the unpaid balance due under this contract.

Seller and Buyer shall both be named as insured parties in the insurance policies required above, as their interests appear. Each policy shall provide for written notice to Seller at least thirty (30) days prior to any cancellation, modification, or lapse thereof. Buyer shall furnish Seller with memorandum copies of such insurance policies upon Seller's execution of this contract.

Seller, at Seller's option, may obtain and maintain the fire and extended insurance policy (a copy of which shall be delivered to Buyer) and may pay directly the real estate taxes and assessments noted in ¶ 4 above, in which event Buyer shall pay to Seller, within fifteen (15) days after Seller notifies Buyer in writing of the amount of the same, the amount of such real estate taxes and insurance premiums.

**7. Maintenance and Repairs.** Buyer shall maintain and repair the premises in as good condition and state of repair as the premises are in as of the date of this contract, reasonable wear and tear excepted. Buyer shall not make any alterations, additions or improvements to the premises without the prior written consent of Seller, which consent shall not be unreasonably withheld, nor shall Buyer commit any waste to the premises. Seller shall have the right, upon at least twenty-four (24) hours' notice to Buyer, to enter upon and inspect the premises at all reasonable times during the continuance of this contract. Buyer shall promptly notify Seller in writing of any damage to the premises which exceeds the amount of the insurance deductible. In the event of a fire or other casualty, insurance proceeds shall be utilized to restore and repair the premises. Buyer shall not create, permit, or suffer any liens or encumbrances against the premises, except the lien of current taxes and installments and assessments not yet due and payable.

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8. Damage and Destruction; Eminent Domain. From and after the date of Seller's execution of this contract, neither the destruction of or damage to the premises, whether from fire or other cause, nor the taking of the premises or any portion thereof in appropriation proceedings or by the right of eminent domain or by the threat of the same, shall release Buyer from any of Buyer's obligations under this contract; provided however, that any awards made for a taking of the premises shall belong to Seller up to the amount of the unpaid balance of the purchase price and accrued interest to the date of such taking and the amount of such award paid to Seller, or to Seller's mortgagee on behalf of Seller, shall be credited as payments under this contract. Any excess award shall be paid to Buyer.

9. Seller's Mortgage; Encumbrances. The premises are presently subject to the following encumbrances: zoning ordinances; legal highways; covenants, restrictions, conditions and easements of record; the lien of real estate taxes and any assessment not yet due and payable.

10. Completion of Contract and Transfer of Premises. When the purchase price and all other amounts to be paid by Buyer pursuant to this contract are fully paid, Seller shall convey the premises to Buyer by transferable and recordable general warranty deed with release of dower, if required (or executor's or trustee's deed if appropriate), warranting good and marketable fee simple title to the premises, free and clear of all liens and encumbrances whatsoever, except for the following: those which have been created or assumed by Buyer; zoning ordinances, legal highways; covenants, restrictions, conditions and easements of record which do not unreasonably interfere with the present lawful use of the premises; and the lien of real estate taxes and assessments not then due and payable.

11. Assignment. Buyer shall not assign, encumber or transfer Buyer's interest under this contract without the prior written consent of Seller.

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12. Buyer's Default. The entire unpaid balance of the purchase price, together with all unpaid and accrued interest and all other charges payable under this contract, shall at Seller's option become immediately due and payable: (1) if Buyer fails to make any payment within fifteen (15) days after it becomes due (without notice from Seller); (2) if Buyer fails to observe or perform any other provision, covenant or condition required of Buyer within thirty (30) days after Seller gives notice to Buyer of Buyer's failure to observe or perform said provision, covenant or condition; (3) if Buyer abandons the premises during the continuance of this contract; (4) if an order for relief under any bankruptcy laws of the United States is issued naming Buyer as debtor or if Buyer makes an assignment for the benefit of creditors or enters into a composition agreement with Buyer's creditors; (5) if the interest of Buyer in the premises is attached, levied upon, or seized by legal process; (6) if an involuntary trustee, receiver or liquidator is appointed on behalf of Buyer; or (7) if this contract is assigned in violation of its terms or is terminated by operation of law. In any of such events Seller may, upon notice to Buyer as required by law, initiate proceedings for the foreclosure or forfeiture of Buyer's interest in this contract and in the premises.

13. Nonwaiver; Right to Cure Defaults; Remedies. Neither the failure by Seller to exercise any of Seller's options hereunder, nor Seller's failure to enforce Seller's rights or seek Seller's remedies upon any default, nor acceptance by Seller of any payments occurring before or after any default shall effect or constitute a waiver of Seller's rights to exercise such option, to enforce such rights or to seek such remedy with respect to that default or to any prior or subsequent default.

If Buyer fails to pay by their respective due dates any charges or other obligations to be paid pursuant to the terms hereof, or fails to perform any other duties which Buyer is required to perform hereunder, then Seller at Seller's option, may do so and the amount

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of any such expenditure by Seller, plus accrued interest at the rate of ten (10%) per annum from the time such expenditure is made until reimbursed, shall immediately become due and payable to Seller.

The remedies provided in this contract shall be cumulative and shall not in any way abridge, modify or preclude any other right or remedies to which Seller is entitled at law or in equity.

14. Acknowledgment. The parties acknowledge that Buyer is acquiring the premises pursuant to its statutory authority as set forth in Ohio Revised Code Section 505.261 for use as a township park. The parties further acknowledge that Seller has heretofore licensed the use of the premises for the benefit of the community at large as a recreational area. From time to time recreational equipment was installed on the premises with Seller's consent. Seller makes no warranty regarding ownership of the equipment and makes no warranty of the fitness of the equipment.

15. Notices. All notices pursuant to this contract shall be in writing and shall be delivered by United States certified mail, return receipt requested, or courier service with delivery receipt, directed to the parties as set forth below or at such other address as may be designated in writing:

To Seller:

Paul R. Everhart  
4455 Hamilton Richmond Road  
Oxford, Ohio 45056

To Purchaser:

Donald A. Schwab, Clerk  
Milford Township Trustees  
Post Office Box 68  
Collinsville, Ohio 45004

and

JACK F. GROVE  
ATTORNEY AT LAW  
1251 NILES ROAD  
SUITE 10  
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Jack F. Grove, Esq.  
1251 Nilles Road, Suite 10  
Fairfield, Ohio 45014

16. Miscellaneous.

(a) As used herein the term Seller and Buyer include respectively, all persons signing this contract in the capacity so stated and his, hers or its respective heirs, successors, and assigns, and all obligations of each party herein are joint and several.

(b) This contract shall be governed by the laws of the State of Ohio, and, if any provision hereof is in conflict with any federal law or law of the State of Ohio, then any such terms shall be deemed modified to conform to such law without affecting the remaining provisions of this contract.

(c) Seller shall cause this contract to be recorded within twenty (20) days after it has been fully executed.

(d) There are no pending orders of any public agency against the premises.

(e) If this contract is entered into pursuant to a real estate purchase contract, the term closing when used in said purchase contract shall for all purposes be defined as the date of execution of this contract. If there are inconsistencies between the terms of the purchase contract and the terms of this contract, the terms of this contract shall prevail.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

The contract was approved by the Board of Township Trustees, Milford Township, Butler County, Ohio pursuant to <sup>UNANIMOUS</sup> vote by resolution number 1994-24 dated December 27, 1994.

Signed and acknowledged in the presence of:

SELLER:

[Signature]

[Signature]  
Paul R. Everhart

[Signature]

[Signature]  
Patricia P. Everhart

Dated: 12-27-94

Address: 4455 Hamilton-Richmond Road  
Oxford, Ohio 45056

BUYER:

Board of Township Trustees  
Milford Township  
Butler County, Ohio

[Signature]

By [Signature]  
Russell R. McMillian

[Signature]

By [Signature]  
Richard S. Coombs

By [Signature]  
Paul E. Gillespie

Dated: 12-27-94

Address: Post Office Box 68  
Collinsville, Ohio 45004

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STATE OF OHIO  
COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 1994 by Paul R. Everhart and Patricia P. Everhart.

*Jack F. Grove*  
\_\_\_\_\_  
Notary Public

JACK F. GROVE, Notary Public

State of Ohio

My commission has no expiration date

Section 147.03 R.C.

STATE OF OHIO  
COUNTY OF BUTLER, SS:

Before me, a Notary Public, in and for said county, personally appeared the above-named Milford Township, County of Butler, State of Ohio by its duly elected Board of Township Trustees by Russell R. McMillian, Richard S. Coombs, and Paul E. Gillespie, who acknowledged that they did sign the foregoing instrument and the same is the free act and deed of said township and the free act and deed of each of them personally and as such duly elected township official.

*Jack F. Grove*  
\_\_\_\_\_  
Notary Public

JACK F. GROVE, Notary Public

State of Ohio

My commission has no expiration date

Section 147.03 R.C.

This instrument prepared by:

Jack F. Grove  
Attorney at Law  
1251 Nilles Road  
Suite 10  
Fairfield, Ohio 45014  
Telephone (513) 829-2900

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Dec. 16. 1994

Legal description   Outlot 1, Part Outlot 2,  
for: Paul Everhart

Tract 1:

Situated in and being entire Outlot 1, as the same is known and designated on the Auditor's revised list of lots in the Village of Darrrtown, Milford Township, Butler County, Ohio and being more particularly bounded and described as follows:

Beginning at a iron pin at the northeast corner of said Out Lot 1, THENCE FROM THE BEGINNING POINT THUS FOUND South 0 deg. 18 min. 53 sec. East along the east line of said Outlot 1, a distance of 396.00 feet to a iron pin at the southeast corner of said Outlot; thence South 89 deg. 34 min. 14 sec. West along the south line of said Outlot 330.00 feet to a iron pin at the southwest corner of said Outlot; thence North 0 deg. 18 min. 53 sec. West along the west line of said Outlot 396.00 feet to a iron pin at the northwest corner of said Outlot; thence North 89 deg. 34 min. 14" East 330.00 feet to the point of beginning containing 3.000 acres of land and being subject to all easements and restrictions of record which are applicable to or effective against the above described property.

Tract 2:

Situated in and being 100 feet taken evenly off the north side of Outlot 2, as the same are known and designated on the Auditor's revised list of lots in the Village of Darrrtown, Milford Township, Butler County, Ohio and being more particularly bounded and described as follows:

Beginning at a iron pin at the northeast corner of said Outlot 2; THENCE FROM THE BEGINNING POINT THUS FOUND South 0 deg. 18' 53" East along the east line of said Outlot 100.00 feet to a iron pin; thence South 89 deg. 34' 14" West 330.00 feet to a iron pin in the west line of said Outlot; thence North 0 deg. 18' 53" West along the west line of said Outlot 100.00 feet to a iron pin at the northwest corner of said Outlot; thence North 89 deg. 34' 14" East along the north line of said Outlot 330.00 feet to the point of beginning containing 0.758 acres of land and being subject to all easements and restrictions of record.

Prior Deed: Deed Book 1088. Page 312, of the Butler County, Ohio Deed Records.

A Plat of Survey of the herein described property is recorded in Volume 28, Page 84, of the Butler County Engineer's Record of Land Surveys.

This description was prepared by Daniel R. Brosey Registered Surveyor 6492 in Ohio.