

RESOLUTION NO. 2008 - 21

**ACCEPTING A QUITCLAIM DEED FROM ELEANOR M. GOULD
FOR THE PROPERTY COMMONLY KNOWN AS 5475 MASON ROAD**

WHEREAS, in 2003 the City of Mason acquired the property more commonly known as 5475 Mason Road, Mason, Ohio 45040 subject to a life estate of Eleanor M. Gould; and

WHEREAS, Eleanor M. Gould has indicated that it is her intention to forfeit the remainder of that life estate; and

WHEREAS, it is the City's intent to accept that forfeiture.

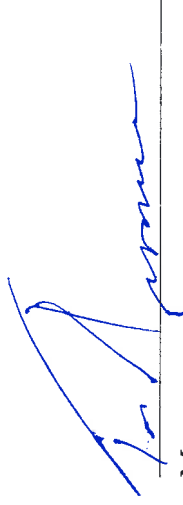
NOW, THEREFORE, be it resolved by the Council of the City of Mason, Ohio, six members elected thereto concurring:

Section 1. The City of Mason hereby accepts the Quitclaim Deed granted by Eleanor M. Gould acknowledging the forfeiture of her life estate, with said Deed being attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That the City Manager is hereby authorized to execute any and all documents necessary to complete the acceptance of said Quitclaim Deed.

Section 3. That this Resolution shall be effective from and after the earliest period allowed by law.

Passed this 10th day of November, 2008.



Mayor

Attest:



Clerk of Council



Parcel No. 16-36-176-002

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

Eleanor M. Gould, unmarried, **Grantor**, for One Dollar (\$1.00), and other good and valuable consideration paid, receipt of which is hereby acknowledged, does hereby remise, release and forever quit claim to **the City Of Mason, Ohio, Grantee**, a municipal corporation, whose tax mailing address is 6000 Mason Montgomery Road, Mason, Ohio 45040, the following real property:

See Exhibit "A" attached hereto, made a part hereof and incorporated by reference.

Property more commonly known as 5475 Mason Road, Mason, Ohio 45040.

By execution of this deed, Grantor hereby acknowledges the forfeiture of her life estate granted to her by Grantee by quit claim deed recorded in Official Record Book 3382, page 448 of the Warren County, Ohio records.

Prior Instrument Reference: Official Record Book 3382, page 448, Warren County, Ohio records

Executed by Eleanor M. Gould, this 29th day of October, 2008.

Eleanor M. Gould
Eleanor M. Gould

STATE OF OHIO)
)SS:
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 29th day of October, 2008, by **Eleanor M. Gould**.



Kendra L. Taylor
Notary Public
WARREN COUNTY
My commission expires: June 30, 2010

This instrument was prepared by Roccina S. Niehaus, Attorney at Law, Wood & Lamping, LLP, 600 Vine Street, Suite 2500, Cincinnati, Ohio 45202.

December 9, 2003

DESCRIPTION:

Life Estate
5.000 Acres

LOCATION:

City of Mason
Warren County, Ohio

³⁴ Situated in Section 5, Town 3, Range 2, City of Mason, Warren County, Ohio, and being part of a 49.821 acre tract of land, and containing 5.000 acres being further described as follows:

Begin at a set 5/8" iron pin at the northwest corner of lot 43 of Birchwood South Subdivision, Section 2, as recorded in Plat Book 36, Page 8 of the Warren County Recorder's Office, said pin also on the easterly line of Birchwood Farms Subdivision, Section 10, as recorded in Plat Book 33, Page 18; thence, with said Birchwood Farms Subdivision, North 05°01'28" East, 1314.78 feet, to a set 5/8" iron pin; thence, South 87°02'15" East, 1088.38 feet, to a point on the southerly line of Natalie J. Huston, as recorded in Official Record 1133, Page 706 and being the true point of beginning;

thence from the true point of beginning thus found, continuing South 87°02'15" East, 518.63 feet, to a point on the south line of Gerald D. Pelfrey, Jr., as recorded in Official Record 702, Page 325;

thence departing said Pelfrey, and with the future right of way of Mason Road, South 36°02'57" East, 274.94 feet to the north line of The Dilley Subdivision as recorded in Plat Book 2, Page 158;

thence departing said future right of way, with the northerly line of said Dilley Subdivision, South 86°23'56" West, 164.37 feet, to a set 5/8" iron pin on the northwest corner of lot 80 of said Dilley Subdivision;

thence with the west line of said Dilley Subdivision, South 03°12'19" West, 145.91 feet to the terminus of the northerly right of way of Church Street,

thence departing said Dilley Subdivision, North 87°02'15" West, 527.79 feet;

thence North 02°57'45" East 378.33 feet, to the true point of beginning, containing 5.000 acres of land subject to all easements and rights of way of record.

SR. 121-92

Old 16-36-176-001 49.821 ac.

New 16-36-176-002 5.000 ac.

Rem 16-36-176-003 44.821 ac.

APPROVED

WARREN COUNTY

MAP DEPT

DATE 12-16-03

By *[Signature]* *[Name]*

0:10:3103w0571legid103w057 Life Estate 5Ac.clot

700 Nilles Road
Fairfield, OH 45014

14 East Eighth Street
Covington, KY 41011

6900 Tylersville Road
Mason, OH 45040

777 Eads Pkwy., Suite C
Lawrenceburg, IN 47025

BOOK 3382 PAGE 449

Cash for settlement to/from seller:		16,158.25
Total:		16,158.25

AFFIDAVIT OF TITLE

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

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

1. That the undersigned is the Fee Simple owner of the real property as described on Exhibit "A", attached hereto and incorporated herein (hereafter the "Property").
2. That the undersigned is in full and exclusive constructive or actual possession of the Property and there are no outstanding deeds, mortgages, leases, easements, contracts of sale or equities of any kind not fully disclosed of record or unrecorded affecting the title to said real estate and that there are no other parties in possession or entitled to possession except none.
3. That no work, labor or material has been furnished or performed on or to said real estate which has not been fully and completely paid for, except none; nor has any repair, alteration or improvement been fully completed in or about said real estate within the last ninety (90) days for which the right to file a mechanic's or materialmen's lien might exist, except none; nor has any unsatisfied claim for lien or claim for payment been made for labor or material furnished to said premises, except none.
4. That there are no court proceedings or disputes with any parties concerning the boundary lines of said premises; that there are no encroachments upon said premises from adjacent properties nor encroachments of any improvement located on subject real estate upon adjoining land.
5. That there are no violations of governmental laws or ordinances pertaining to the use of said property.
6. That there are no unsatisfied or unreleased judgments or liens of record nor decrees of divorce, incompetency or bankruptcy nor court proceedings of any kind which would affect the title to said real estate that are not known to the closing agent or which the undersigned has not disclosed to the closing agent.
7. That the undersigned has not received any notice from any federal, state or local agencies or authorities advising of unpaid obligations, including, without limitation, taxes, fees, assessments, of whatever kind or nature, and the undersigned is unaware

of the existence of any such obligations which may result in the placement of a lien against the Property.

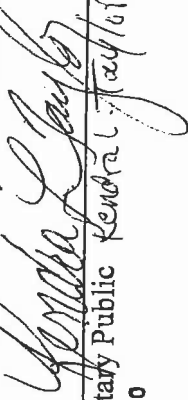
8. That all real estate taxes on the property have been paid for prior years, and only the current year's taxes, which are not yet due, are outstanding and that there are no outstanding assessments against said real estate nor has any notice been received as to pending assessments.
9. That the foregoing statements are made for the benefit of the sale of the property and for the purpose of inducing the buyers to pay the full contract price, by virtue of a mortgage loan upon subject premises; and further induce the title insurance company to issue its title insurance policy or policies upon said premises.
10. The undersigned do hereby jointly and severally agree to indemnify and hold harmless Chicago Title Insurance Company and Wood & Lamping, LLP of and from all loss, cost, damage and expense of every kind, including attorney fees, which they might sustain or become liable for, on account of reliance on the statements made herein, including, but not limited to, any matters that may be recorded between the effective date of the title insurance commitment referenced above and the time of the recording of the instruments described in commitment to be insured.


Eleanor M. Gould

Sworn to before me and subscribed in my presence this 29th day of October, 2008.



KENDRA L. TAYLOR
Notary Public, State of Ohio
WARREN COUNTY Notary Public
My Comm. Expires June 30, 2010


Kendra L. Taylor