

AGREEMENT TO AMEND RESTRICTIONS AND COVENANTS

This Agreement to Amend Restrictions and Covenants is entered into by and between **Eleanor M. Gould, Co-Trustee of the Richard E. Gould Irrevocable Trust dated June 22, 2001, and Eleanor M. Gould, Successor Trustee of the Gould Family Revocable Trust under agreement dated June 16, 1999, and Eleanor M. Gould, unmarried**, (hereinafter collectively known as "Gould"), and the **City of Mason, Ohio**, (hereinafter "Mason").

RECITALS:

A. Gould conveyed to Mason by Deeds recorded in Official Record Books 3382, page 443 and 4767, page 271, Warren County, Ohio Records, the real property described in the attached Exhibit "A", attached hereto and incorporated herein by reference (hereinafter "Property");

B. The Deed of Trustee recorded in Official Record Book 3382, page 443 contained Restrictions and Covenants that state in part: "1. Grantee shall use the property for park purposes and any ancillary use necessary to utilize the overall parcels for Park purposes...."

C. Gould and Mason have agreed to a temporary amendment of the Restrictions and Covenants;

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gould and Mason hereby agree as follows:

1. Gould shall permit Mason to use the Property for farming and residential renting purposes for an additional five (5) year period, commencing January 1, 2014, until final funding and development for the Park is available.

2. Gould shall not enforce the requirement to use the Property for Park purposes and any ancillary use necessary to utilize the Property for Park purposes as set forth in the Restrictions and Covenants for the additional five (5) year period if the following is completed:

a) Mason shall set aside in a separate "Gould Property Park Development" account the amount of sixty-six thousand Dollars (\$ 66,000.00). This the approximate amount of all previous money received to date for farming and residential renting purposes minus any associated expenses for said use of the Property for the period of December 11, 2003, through December 31, 2013.

b) Mason shall continue to set aside into the "Gould Park Development" account all future money received for farming and residential renting purposes minus all associated expenses for said use of the Property.

c) Mason shall utilize all money located in the "Gould Park Development" account for any planning, design, construction, maintenance and/or permitting required in the development of the Gould Park.

d) Mason shall finalize a Phased Construction Plan and begin scheduled improvements of the property.

3. Gould shall not file a suit for specific performance of any or all of the Restrictions and Covenants during the term of this Amendment.

4. This Agreement to Amend Restrictions and Covenants may be renewed and extended by written, recorded agreement of the parties.

Executed by **ELEANOR M. GOULD, CO-TRUSTEE of the RICHARD E. GOULD IRREVOCABLE TRUST dated JUNE 22, 2001, AND ELEANOR M. GOULD, SUCCESSOR TRUSTEE OF THE GOULD FAMILY REVOCABLE TRUST UNDER AGREEMENT dated JUNE 16, 1999**, this 11th day of November, 2013.

Eleanor M. Gould
ELEANOR M. GOULD, CO-TRUSTEE
of the RICHARD E. GOULD
IRREVOCABLE TRUST dated JUNE
22, 2001

Eleanor M. Gould
ELEANOR M. GOULD, SUCCESSOR
TRUSTEE OF THE GOULD FAMILY
REVOCABLE TRUST UNDER
AGREEMENT dated JUNE 16, 1999

STATE OF OHIO,

COUNTY OF Warren, SS:

The foregoing instrument was signed and acknowledged before me this 11th day of November, 2013, by **ELEANOR M. GOULD, CO-TRUSTEE of the RICHARD E. GOULD IRREVOCABLE TRUST dated JUNE 22, 2001, AND ELEANOR M. GOULD, SUCCESSOR TRUSTEE OF THE GOULD FAMILY REVOCABLE TRUST UNDER AGREEMENT dated JUNE 16, 1999**.



Kendra L. Taylor, Notary Public
In and for the State of Ohio
My Commission Expires June 30th, 2015

Kendra L. Taylor
Notary Public

EXHIBIT A
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CITY OF MASON, OHIO

By:

Eric Hansen
Eric Hansen, City Manager

STATE OF OHIO,

COUNTY OF WARREN, SS:

The foregoing instrument was signed and acknowledged before me this 19th day of November, 2013, by **ERIC HANSEN, CITY MANAGER OF THE CITY OF MASON, OHIO, an Ohio municipal corporation, on behalf of the corporation.**

Kendra L Taylor
Notary Public



Kendra L Taylor, Notary Public
In and for the State of Ohio
My Commission Expires June 30th, 2015

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EXHIBIT A
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