

**RESOLUTION NO. 51-24**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER John Patcher ON THE 6<sup>th</sup>  
DAY OF May, 2024.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PURCHASE OF REAL ESTATE WITH DIMCO-GRAY COMPANY FOR THE PURCHASE OF APPROXIMATELY 0.4 ACRES OF VACANT LAND PLUS OR MINUS LOCATED IN THE CITY OF CENTERVILLE AND AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO EXECUTE DOCUMENTS TO AFFECT THE PURCHASE OF SAID REAL PROPERTY.**

WHEREAS, the City of Centerville is engaged in the Dimco Way Road project (the "Project") to connect Clyo Road with the Centerville High School; and

WHEREAS, Council has determined that it would be in the best interest of its citizens to purchase property located in the City of Centerville from Dimco-Gray Company for the purpose of the Project; and

WHEREAS, the City of Centerville has negotiated for the purchase of approximately 0.4 acres of real property plus or minus, a temporary easement, and a permanent storm water easement currently owned by Dimco-Gray Company (the "Property") upon terms acceptable to the City; and

WHEREAS, the City of Centerville had the Property appraised; and

WHEREAS, the City Manager, in prior consultation with the City Council at open meeting work sessions called pursuant to Section 121.22 of the Ohio Revised Code, discussed the purchase of the Property and was instructed by Council to execute a contract for the purchase of the Property upon the terms set forth in the Agreement; and

WHEREAS, Council has the power to enter into such real property purchase agreement by virtue of its Charter and the provisions of Article VIII, Section 16 and Article XVIII, Section 3 of the Ohio Constitution.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:


Section 1: That the City Manager is hereby authorized to execute on behalf of the City, the Agreement for Purchase of Real Estate with Dimco-Gray Company for the purchase of property located in the city of Centerville

upon terms and conditions set forth in the Agreement. Said Purchase Agreement is marked as Exhibit "A" and incorporated herein.


Section 2: That the City Manager is hereby authorized and directed to do any and everything further that is necessary to carry out the terms of the Purchase Agreement and/or the closing on said Property.

Section 3: That this resolution shall go into effect at the earliest time allowed by law.

PASSED THIS 6<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 51-24, passed by the Council of the City of Centerville, Ohio on the 6<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney

**AGREEMENT FOR PURCHASE OF REAL ESTATE**

Centerville, Ohio

April 1, 2024

**1. OFFER.** The City of Centerville, an Ohio municipal corporation (the "**Purchaser**"), offers to buy, on the terms and conditions set forth below, the real property located in the City of Centerville, County of Montgomery, and State of Ohio, and more particularly described as set forth in Exhibit A, attached hereto and incorporated herein, together with all appurtenant rights, privileges, and easements (the "**Property**"). The Property is a portion of land owned by Dimco-Gray Company (aka DIMCOGRAY Corporation), an Ohio corporation ("**Seller**"), which land is known as Montgomery County Parcel Number O68-00304-0024, 0026 (the "**Seller Parcel**").

**2. ACCEPTANCE.** Seller hereby accepts the Purchaser's offer to purchase the Property, in accordance with the terms contained herein.

**3. PRICE.** The Purchaser agrees to pay for the Property the sum of THIRTY-SIX THOUSAND, SIX HUNDRED SIXTY-EIGHT and 50/100 DOLLARS (\$36,668.50) (the "**Purchase Price**") payable in full at Closing (defined below).

**4. RIGHT-OF-WAY DEDICATION PLAN; DEED.**

a. Seller acknowledges that the Purchaser has caused to be prepared a Right-of-Way Dedication Plan (the "**Dedication Plan**") which splits the Property from the Seller Parcel, a copy of which is attached hereto as Exhibit B. Seller acknowledges that it shall be required to execute the Dedication Plan prior to Purchaser's submission to Montgomery County.

b. At Closing, Seller shall furnish a transferable and recordable General Warranty Deed (the "**Deed**") conveying to the Purchaser, or nominee, a marketable title to the Property (as determined with reference to the Ohio State Bar Association Standard of Title Examination) with dower rights, if any, released, free and clear of liens, rights to take liens, and encumbrances whatsoever except (a) legal highways; (b) all installments of taxes and assessments becoming due and payable after Closing; (c) zoning and other laws. The form of Deed is attached hereto as Exhibit C. Because the Property is subject to a mortgage and assignment of rents, the parties agree that this Agreement shall not be effective until the Mortgagee has executed the necessary Mortgage Release, and the Consents in the forms set forth collectively as Exhibit G.

**5. TEMPORARY CONSTRUCTION EASEMENT.** Seller acknowledges that Purchaser is purchasing the Property for the purpose of constructing a right-of-way (the "**Right-of-Way**"), which Right-of-Way shall become part of an extension of Dimco Way from Clyo Road to School Drive. On or before April 5, 2024, Seller shall deliver an original executed temporary construction easement (the "**Temporary Easement**") to the Purchaser, in the form attached hereto as Exhibit D (the "**Temporary Easement Form**"). Purchaser shall be responsible for the recording of the Temporary Easement in the Montgomery, Ohio Records. The Temporary Easement shall run along the north side of other real property owned by Seller (but not part of the sale of the Property), which real property is contiguous to the Property. A description of the Temporary Easement area is attached to the Temporary Easement Form.<sup>1</sup>

---

<sup>1</sup> See Exhibit "A" of the Temporary Easement Form.

**6. PERMANENT STORMWATER UTILITY EASEMENT.** On or before April 5, 2024, Seller shall deliver a stormwater drainage easement (the “**Utility Easement**”) to the Purchaser, in the form attached hereto as Exhibit E (the “**Utility Easement Form**”). Purchaser shall be responsible for the recording of the Utility Easement in the Montgomery, Ohio Records. A description of the Utility Easement area is attached to the Utility Easement Form.<sup>2</sup> The purpose of the Utility Easement is to install drainage near the southwest corner of the Seller Parcel.

**7. TITLE EXAMINATION.** The securing of any title examination shall be Purchaser’s obligation.

**8. GOVERNMENT NOTICES.** By acceptance of this Offer, Seller warrants that Seller has not received, nor is Seller aware of any notification from any Building, or Safety or Health Department, or any other governmental or quasi-governmental authority or official requiring any work to be done on the Property. Seller warrants and agrees that Seller will promptly furnish the Purchaser copies of any and all such notices received by Seller prior to the Closing. Upon learning of any work required by any such authority or official to the Property, the Purchaser shall have ten (10) days to advise Seller of any such work that is objectionable to the Purchaser, and unless Seller performs such work prior to the Closing, the Purchaser may elect to terminate this Agreement or to complete the purchase of the Property.

**9. DELIVERY OF THE PROPERTY.** Seller shall deliver vacant possession of the Property to the Purchaser at Closing, and the Property shall be free and clear of all debris, trash, and foreign material.

**10. HAZARDOUS SUBSTANCES.** In order to induce the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants to the Purchaser that Seller has no actual notice or knowledge either (1) of the existence of “Hazardous Materials” (as defined hereinafter) on or within the ground or groundwater of the Property, in contravention of any applicable laws or (2) that any such Hazardous Materials are now or ever have been used, stored (above or below ground) spilled, released, or disposed of on or within the Property or within any improvements thereto in contravention of any applicable laws. As used herein the term “Hazardous Material” means any “hazardous substances” or “hazardous waste,” as defined in or with reference in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. and/or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., as either are amended; or any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended.

**11. TAXES AND OTHER EXPENSES.** There shall be no transfer tax since the Purchaser is a municipality. There will be no tax pro ration at the Closing. Purchaser and Seller agree to cooperate in the tax installment coming due and payable in July 2024. The Purchaser shall reimburse Seller for its share of the tax bill based on an apportionment prepared by the Montgomery County officials. Also, in the event that the parcel has not been split for tax purposes in 2024, Purchaser shall continue to pay to Seller its share of the real estate tax bill. All representations contained in this Agreement shall not merge with the deed and shall survive the Closing.

**12. SELLER’S REPRESENTATIONS.** In addition to the representations set forth above, Seller further represents that those signing this Agreement constitute all of the owners of the Property; that no work has been performed or improvements constructed that may result in future assessments; that

---

<sup>2</sup> See Exhibit “A” of the Utility Easement Form.

Seller has no actual knowledge that underground storage tanks are currently located on the Property nor have been previously removed from the Property and that Seller truly believes that none of the Property consists of wetlands nor have any former wetlands on the Property been filled in and has no actual knowledge to the contrary. Seller also represents that (a) it is duly qualified to transact business in the State of Ohio; (b) it has the requisite power and authority to enter into and perform this Agreement; (c) this Agreement has been duly authorized by all necessary action on the part of Seller; (d) execution, delivery and performance by Seller of this Agreement does not conflict with or result in a violation of Seller's governing documents, or any judgment, order, or decree of any court or arbiter to which Seller is a party; and (e) the terms and conditions of this Agreement are valid and binding obligations of Seller, and are enforceable in accordance with their terms. All representations contained in this Agreement shall not merge with the deed and shall survive the Closing.

**13. CLOSING.** The Closing shall be on or before May 31, 2024 (the “Closing”). In the event of a failure of the parties to agree, the Closing shall be held on the last day designated in this paragraph and the Purchaser and Seller shall designate the time and place of Closing; provided, however, in the event of a failure to agree as to the time and place for the Closing, the Purchaser must designate some place in Montgomery County, Ohio. Closing costs shall be borne equally by the parties.

**14. SELLER CLOSING DELIVERIES.** Seller shall deliver the following to the Purchaser at the Closing:

- a. Original executed and acknowledged Deed;
- b. Executed authority documents (e.g., resolutions) for the selling entity in a form(s) acceptable to the Purchaser;
- c. Original executed Dedication Plan;
- d. If the Purchaser elects to obtain title insurance for the Property, any documents that may be required by the title insurance underwriter issuing the title insurance policy.

**15. PURCHASER CLOSING DELIVERY.** The Purchaser shall deliver to Seller, at Closing, the Purchase Price.

**16. GENERAL PROVISIONS.**

a. This Agreement is binding upon and inures to the benefit of the Purchaser and Seller and their respective heirs, personal representatives, successors, and assigns, and shall be deemed to contain all of the terms and conditions agreed upon, there being no oral conditions, representations, warranties, or agreements. Any subsequent conditions, representations, warranties, or agreements made after the date of this Agreement shall not be valid and binding upon the parties unless in writing signed by both parties.

b. Time is of the essence of all provisions of this Agreement.

c. The paragraph or section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

d. This Agreement has been made under the laws of the State of Ohio, and such laws will control its interpretation.

e. The parties shall not record this Agreement.

f. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, constitute the same instrument. Notwithstanding the terms set forth herein, Seller and Purchaser agree that the delivery of an executed copy of this Agreement by facsimile or by attachment to an e-mail shall be binding on the transmitting party and shall have the same force and effect as if an original executed copy of this Agreement had been delivered.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance is, for any reason and to any extent, held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.

h. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof constitutes a waiver of either party's right to demand exact compliance with the terms hereof.

**17. BROKER'S COMMISSIONS.** There is no real estate commission due to any real estate broker. Seller represents and warrants that it has dealt with no brokers, finders or the like in connection with this transaction, and will indemnify and hold Purchaser harmless against all claims, damages, costs, or expenses of or for any other such fees or commissions resulting from the actions or agreements of Seller regarding the execution or performance of this Agreement and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the Purchaser, including reasonable attorney's fees. The terms of this Section 17 shall survive the Closing and shall not merge with the deed.

**18. NOTICES.** All notices and demands to be given by one party to the other party under this Agreement shall be given in writing, mailed, or delivered to the parties as follows:

If to Purchaser:

City of Centerville, OH  
Attention: Wayne S. Davis, City Manager  
100 West Spring Valley Rd.  
Centerville, OH 45458-3759  
Email: [wdavis@centervilleohio.gov](mailto:wdavis@centervilleohio.gov)

With a copy to:

Scott A. Liberman  
Municipal Attorney  
Buckley King LPA  
110 N. Main St., Ste. 1200  
Dayton, OH 45402  
Email: [liberman@buckleyking.com](mailto:liberman@buckleyking.com)

If to Seller:

DimcoGray Corporation  
Attention: James Daulton, President  
900 Dimco Way, Centerville, OH 45458  
Email: jdaulton@dimcogray.com  
Fax: 937-433-0520

or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or three (3) business days after posting in the United States mail or one (1) business day after deposit with a national recognized overnight courier service (provided, a signed receipt is obtained).

**19. ADDITIONAL TERMS.** The parties have agreed to the additional terms (the “**Additional Terms**”), which are set forth in Exhibit F attached hereto and made a part hereof.

*[Signatures on following pages.]*

Purchaser and Seller have executed this Agreement as of the date first above written.

PURCHASER

City of Centerville, Ohio, an Ohio municipal corporation

By: \_\_\_\_\_  
Wayne S. Davis, City Manager

Approved as to form:

\_\_\_\_\_  
Scott A. Liberman, Municipal Attorney

Make Deed To: City of Centerville, Ohio



Seller and Purchaser have executed this Agreement as of the date first above written.

SELLER

Dimco-Gray Company (aka DIMCOGRAY Corporation), an Ohio corporation

By:   
Print Name: James Daulton  
Title: President

EXHIBIT A  
THE PROPERTY

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.Rs., being a part of tract of land conveyed to **Dimco-Gray Company**, as described in the DMF **86-0269C06** (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Clyo Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in I.R. Deed **17-076321 to The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 1162.71 feet to a set 1/2" iron pin w/cap, also being **True Point of Beginning** for this description;

Thence, North 05 degrees 08 minutes 44 seconds East, continue with easterly property line of 61.260 acre tract of land and westerly property line of tract of land conveyed to **Dimco-Gray Company**, as described by DMF **86-0269C06** (record references to those of the Recorder's Office, Montgomery County, Ohio), for a distance of 60.85 feet to a set 1/2" iron pin w/cap;

Thence, South 87 degrees 10 minutes 36 seconds East with northerly property line of tract of land conveyed to **Dimco-Gray Company**, and with southerly line of **South Suburban Commercial Area Sec. 2**, as recorded in Plat Book 93, Page 77, for a distance of 271.70 feet to a found 1/2" iron pin w/cap at intersection of northerly property line of **Dimco-Gray Company** and westerly right-of-way line of South Suburban Drive (60' wide);

Thence, South 04 degrees 20 minutes 13 seconds West, with easterly property line of tract of land conveyed to **Dimco-Gray Company**, and with westerly right-of-way line of South Suburban Drive (60' wide), for a distance of 60.23 feet to a set 1/2" iron pin w/cap;

Thence, North 87 degrees 18 minutes 04 seconds West, with new division line, for a distance of 272.57 feet to a 1/2" iron pin w/cap set at easterly property corner of 61.260 acre tract of land as described in I.R. Deed **17-076321 to The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio) and the **True Point of Beginning**, containing a total of **0.378** acres of land, more or less, and is located in Montgomery County Auditors Parcel Number **068-00304-0024**.

The **Dimco-Gray Company** claims title by the DMF **86-0269C06** in Montgomery County Recorder's Office. Subject to all legal highways and easements.

**EXHIBIT A OF AGREEMENT FOR PURCHASE OF REAL ESTATE**  
**THE PROPERTY**

The Bearings herein are based on GPS observations using the Ohio CORS Network (Ohio South Zone) to determine a grid bearing in the NAVD 1983 (CORS) system.

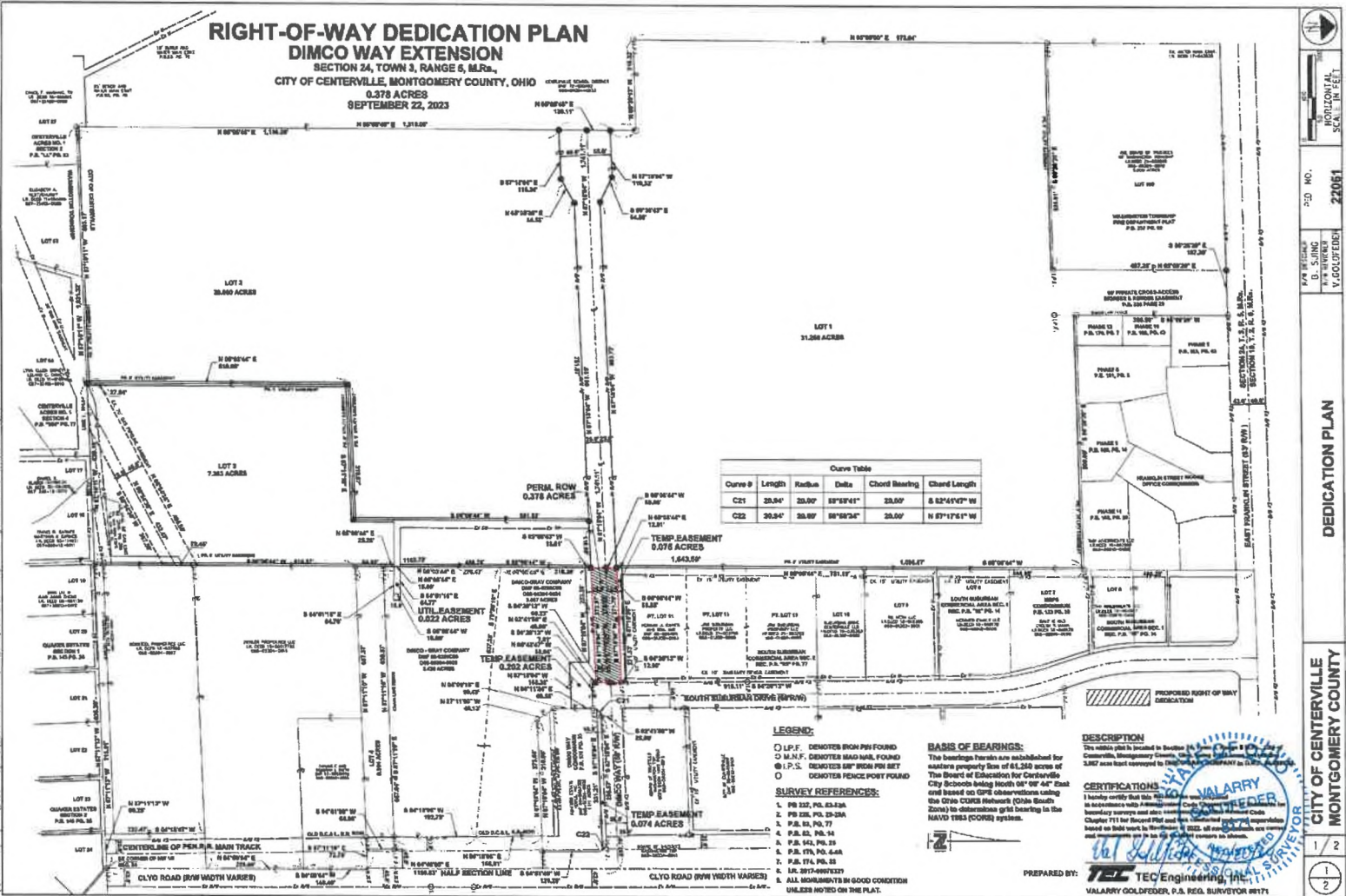
This description was reviewed and prepared on September 27, 2023, by Valarry Goldfeder, Registered Surveyor No. 8171 of the State of Ohio.

This description is based on a survey made by the TEC Engineering, Inc., under the direction and supervision of Valarry Goldfeder, Registered Surveyor No. 8171, in September 2023.

EXHIBIT B  
THE DEDICATION PLAN  
[SEE ATTACHED]

**EXHIBIT B OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE  
THE DEDICATION PLAN**

V:\01-14-Projects\2022-Projects\22061-Centerville, City of\01-Dimco Way, Roadway Extension\Survey\Drawings\Proposed\DimcoWay\_Final - Dedication Plat.dwg 21



\U:\D:\1\A\Projects\2023\Projects\2023\Centerville\_City\_of\001\Demco\_Mfg\_Roberts\_Establishment\_Drawing\Title Record and Dedication Plan 02024\DimcoWay\_Recor\_Plan\_Final - DEDICATION PLAN.dwg 21

**DEDICATION FOR PUBLIC USE AND ACKNOWLEDGEMENT**

We, the undersigned, as all of the record owners and lien holders of the lands herein platted, do hereby accept and adopt the said plat and voluntarily consent to execution and recording of same, and we hereby dedicate all streets (rights of way), pedestrian walkways, parks or public grounds and reserve public easements as shown hereon to public use forever as public facilities for purposes of ingress and egress, construction, operation, maintenance, repair, replacement and/or removal of public utilities and access during times of such construction and for the express privilege of removing any and all trees or other obstruction to the free use of said streets, rights of way, and public utilities which are to be maintained as such forever. Said streets and utilities shall be constructed in accordance with the specifications established by the Board of County Commissioners of Montgomery County, Ohio as they may from time-to-time be amended and acceptance of said improvements shall be in accordance with the provisions of Chapter 7111 of the Ohio Revised Code.

The easements shown on this plat are granted for the construction, operation, maintenance, repair, replacement or removal of water, sewer, gas, electric, private utilities or other services, private connection of sewer and water utilities and for surface water control and are established for the purpose and benefit of all property owners within the platted area, their heirs, successors and assigns, forever.

**OWNERS**

Owner \_\_\_\_\_ Owner \_\_\_\_\_  
 Owner \_\_\_\_\_ Owner \_\_\_\_\_

State of Ohio, County of \_\_\_\_\_, s.s.

Be it remembered that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally came \_\_\_\_\_ and acknowledged the signing and execution of this plat to be their voluntary act and deed for the purposes herein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last foresaid.  
 \_\_\_\_\_  
 Notary Public

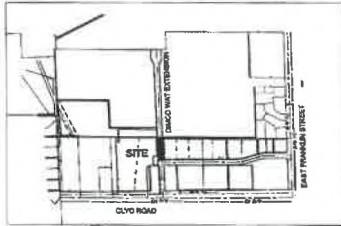
State of Ohio, County of \_\_\_\_\_, s.s.

Be it remembered that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally came \_\_\_\_\_ and acknowledged the signing and execution of this plat to be their voluntary act and deed for the purposes herein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last foresaid.  
 \_\_\_\_\_  
 Notary Public

**RIGHT-OF-WAY DEDICATION PLAN  
 DIMCO WAY EXTENSION**

SECTION 24, TOWN 3, RANGE 6, M.P. 6,  
 CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO  
 0.778 ACRES  
 SEPTEMBER 22, 2023



**VICINITY MAP**  
 NOT TO SCALE

SUPERSEDED AREA NOTE:  
 ALL OF THE LANDS OWNED BY THE DEDICATORS  
 IS PLATTED AS 5-HOAM ON PAGE 1 OF 2

**APPROVALS**

ACCEPTED AND APPROVED BY THE CITY OF CENTERVILLE,  
 OHIO PLANNING COMMISSION

CHAIRPERSON \_\_\_\_\_ DATE \_\_\_\_\_

ACCEPTED AND APPROVED BY THE CITY OF CENTERVILLE,  
 OHIO COUNCIL

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

CLERK OF COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_

ACCEPTED AND APPROVED BY MONTGOMERY COUNTY  
 ENVIRONMENTAL SERVICES

MONTGOMERY COUNTY SANITARY  
 ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVED FOR DESCRIPTION**

MONTGOMERY COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_ 2023-0264  
 JOB No.

**DESCRIPTION**

The utility plat is located in Section 24, Town 3, Range 6 S.E. 1/4, City of Centerville, Montgomery County, Ohio, being 0.778 acre tract of that 3.877 acre tract conveyed to DEMCO-ORBIT COMPANY by D.M.A. H-68408.

**CERTIFICATIONS**

I hereby certify that this Record Plan was prepared in accordance with Subchapter C of the Ohio Revised Code, including survey and plan requirements, and complies with Chapter 711 of Revised Code and was duly recorded in accordance with the provisions of Chapter 711 of the Ohio Revised Code. I am a duly Licensed Professional Surveyor and am qualified to be used as a witness in this matter.

PREPARED BY:

**TEC ENGINEERING**  
 WILLIAM GOLDFEDER, P.E. REGISTERED PROFESSIONAL SURVEYOR



|                                          |                 |
|------------------------------------------|-----------------|
| CITY OF CENTERVILLE<br>MONTGOMERY COUNTY | DEDICATION PLAN |
| 2 / 2                                    | 2 / 2           |
| 2 / 2                                    | 2 / 2           |

EXHIBIT C  
THE DEED  
[SEE ATTACHED]

**EXHIBIT C OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE  
THE DEED**

**GENERAL WARRANTY DEED**

DimcoGray Company (aka DimcoGray Corporation), an Ohio corporation, Grantor, for the sum of \$36,668.50 and other valuable consideration paid, grants, with general warranty covenants, to the City of Centerville, an Ohio municipal corporation, Grantee, whose tax-mailing address is 100 West Spring Valley Road, Centerville, OH 45458, the following real property (the "Property"):

SEE EXHIBIT "A," ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID: Split out of Parcels O68 00304 0024, 0026

Prior Instrument References: 1986-00009033, 1987-00009887, and 2024-\_\_\_\_\_

Property Address: 8200 S. Surburban Road, Centerville, OH 45459

Subject to (a) legal highways; (b) all installments of taxes and assessments becoming due and payable after closing; (c) zoning and other laws; and (d) those encumbrances set forth on Exhibit "B" attached hereto (the "Permitted Encumbrances").

*[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]*

**EXHIBIT C OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE  
THE DEED**



Witness its hand this \_\_\_ day of \_\_\_\_\_, 2024.

GRANTOR:  
Dimco-Gray Company (aka DIMCOGRAY  
Corporation), an Ohio corporation

By: \_\_\_\_\_  
Print Name: James Daulton  
Title: President

STATE OF OHIO                                    )  
COUNTY OF MONTGOMERY                 ) SS:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by James Daulton, the President, of Dimco-Gray Company (aka DIMCOGRAY Corporation), an Ohio corporation, on behalf of the corporation.

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

This instrument prepared by:  
Walter Reynolds, Esq.  
Porter, Wright, Morris & Arthur LLP  
One South Main Street, Suite 1600  
Dayton, Ohio 45402.

PWMA 23905278v1  
BK 10306516v2

EXHIBIT "A"  
THE PROPERTY

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.Rs., being a part of tract of land conveyed to **Dimco-Gray Company**, as described in the DMF **86-0269C06** (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Clys Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in I.R. Deed **17-076321 to The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 1162.71 feet to a set 1/2" iron pin w/cap, also being **True Point of Beginning** for this description;

Thence, North 05 degrees 08 minutes 44 seconds East, continue with easterly property line of 61.260 acre tract of land and westerly property line of tract of land conveyed to **Dimco-Gray Company**, as described by DMF **86-0269C06** (record references to those of the Recorder's Office, Montgomery County, Ohio), for a distance of 60.85 feet to a set 1/2" iron pin w/cap;

Thence, South 87 degrees 10 minutes 36 seconds East with northerly property line of tract of land conveyed to **Dimco-Gray Company**, and with southerly line of **South Suburban Commercial Area Sec. 2**, as recorded in Plat Book 93, Page 77, for a distance of 271.70 feet to a found 1/2" iron pin w/cap at intersection of northerly property line of **Dimco-Gray Company** and westerly right-of-way line of South Suburban Drive (60' wide);

Thence, South 04 degrees 20 minutes 13 seconds West, with easterly property line of tract of land conveyed to **Dimco-Gray Company**, and with westerly right-of-way line of South Suburban Drive (60' wide), for a distance of 60.23 feet to a set 1/2" iron pin w/cap;

Thence, North 87 degrees 18 minutes 04 seconds West, with new division line, for a distance of 272.57 feet to a 1/2" iron pin w/cap set at easterly property corner of 61.260 acre tract of land as

described in LR. Deed **17-076321** to **The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio) and the **True Point of Beginning**, containing a total of **0.378** acres of land, more or less, and is located in Montgomery County Auditors Parcel Number **068-00304-0024**.

The **Dimco-Gray Company** claims title by the DMF **86-0269C06** in Montgomery County Recorder's Office. Subject to all legal highways and easements.

The Bearings herein are based on GPS observations using the Ohio CORS Network (Ohio South Zone) to determine a grid bearing in the NAVD 1983 (CORS) system.

This description was reviewed and prepared on September 27, 2023, by Valarry Goldfeder, Registered Surveyor No. 8171 of the State of Ohio.

This description is based on a survey made by the TEC Engineering, Inc., under the direction and supervision of Valarry Goldfeder, Registered Surveyor No. 8171, in September 2023.

EXHIBIT "B"  
THE PERMITTED ENCUMBRANCES

1. Grant for Gas Right of Way granted to The Dayton Power and Light Company recorded February 17, 1961, as Volume 2026, Page 306.
2. Easement granted to Jane C. Rapp and Edward R. Thomas recorded August 3, 1984, as Microfiche No. 84-0361C11.
3. Reservation of Right of Way recorded September 24, 1987, as Microfiche No. 87-0567B07.
4. Easement Deed granted to the Board of County Commissioners of Montgomery County, Ohio recorded April 23, 1998, as Microfiche No. 98-0258E09.
5. Easement granted to Centerville Builders Supply Co., Inc., recorded October 21, 1985, as Microfiche No. 85-547A10.
6. Restrictions and other terms, covenants and conditions disclosed by instrument recorded December 26, 2017, as Instrument No. 2017-00076321 and any subsequent instruments pertinent thereto, but deleting therefrom, any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604 (c).
7. Pipeline Easement granted to Vectren Energy Delivery of Ohio recorded October 17, 2023, as Instrument No. 2023-053573.

**EXHIBIT D  
THE TEMPORARY EASEMENT FORM  
[SEE ATTACHED]**

**EXHIBIT D OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE  
THE TEMPORARY EASEMENT**

## TEMPORARY CONSTRUCTION EASEMENT

**Dimco-Gray Company** (aka DIMCOGRAY Corporation), an Ohio corporation, Grantor, in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **City of Centerville**, an Ohio Municipal corporation, Grantee, does convey(s) to Grantee, its successors and assigns, an exclusive temporary easement (the "**Temporary Easement**") over the property more particularly described in the attached Exhibit "A" (the "**Easement Area**").

1. Purpose of Easement. The Temporary Easement is to be used for locating, constructing, improving, grading, landscaping (in accordance with the Landscaping Plan attached hereto as Exhibit "B"), and other necessary work, including the operation of equipment, and the movement of a work force, over, upon and across the Easement Area, together with the right of ingress and egress. The Temporary Easement is being acquired by Grantee for a public purpose, namely the temporary establishment, construction, reconstruction, widening, repair, or maintenance of a public road. The Temporary Easement shall be for the use of the Grantee and Grantee's contractors and assigns. During the term of this Easement, Grantee shall have the authority to restrict access to the Easement Area (or portions thereof needed for any of the purposes described above) so as to control access and safety within the construction area, provided, however, that Grantor's President (or his designee) and third-party utilities, on reasonable prior notice to Grantee, may access the Easement Area as necessary for their respective needs and activities.

2. Term. The term of this Temporary Easement shall terminate one year after the completion of the construction. At that time, at Grantor's request, Grantee shall execute and record a release of this Easement.

3. Compliance. Grantee shall abide by all applicable federal, state, and local laws, ordinances, rules, and regulations related to the use of the Easement Area, including but not limited to, any site limitations imposed by the Ohio Voluntary Action Program, and any standards or requirements governing construction staging areas. Grantee and its agents, employees, contractors, and invitees shall comply with all applicable environmental requirements in connection with all of their acts or omissions under this Temporary Easement.

4. Completion. Upon completion of the construction, Grantee, at its sole expense, shall restore the Easement Area to substantially the same condition as of the Effective Date of this Temporary Easement except to the extent that the Landscaping Plan and/or other plans for the improvements include changes in grade or the installation of underground utilities (where permitted by other applicable easements).

### EXHIBIT D OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE THE TEMPORARY EASEMENT

5. No Dedication. Notwithstanding anything contained herein to the contrary, this Temporary Easement shall not be deemed to be a gift or dedication of all or any portion of the Grantor Property to or for the general public, or for any public use or purpose whatsoever, it being the express intent of the parties that this Temporary Easement shall be strictly limited to and for the specific purposes herein expressed, solely for the benefit of the parties described herein, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Dimco-Gray Company (aka DIMCOGRAY Corporation), an Ohio corporation

By: \_\_\_\_\_  
Print Name: James Daulton  
Title: President

State of Ohio,  
County of Montgomery,

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by James Daulton the President of Dimco-Gray Company (aka DIMCOGRAY Corporation), an Ohio corporation, on behalf of the corporation.

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

This document was prepared by:  
Scott A. Liberman, Esq.  
Buckley King LPA  
110 N. Main St., Ste. 1200  
Dayton, OH 45402

## EXHIBIT "A" OF TEMPORARY CONSTRUCTION EASEMENT

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.Rs., as described in DMF **86-00269C06 to Dimco Gray Company** (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Clys Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in I.R. Deed **17-076321 to The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 1162.71 feet to a 5/8" iron pin w/cap set at northwesterly property corner of tract of land as described in DMF **86-00269C06 to Dimco Gray Company** (record references to those of the Recorder's Office, Montgomery County, Ohio), and the being **True Point of Beginning** for the real estate described as follows;

Thence, South 87 degrees 18 minutes 04 seconds East, with southerly line of proposed permanent right of way of Dimco Way Extension, for a distance of 272.57 feet to a set 5/8" iron pin w/cap;

Thence, South 04 degrees 20 minutes 13 seconds West, with westerly line of existing permanent right of way of South Suburban Drive, for a distance of 7.81 feet to a found 5/8" iron pin w/cap;

Thence, South 85 degrees 42 minutes 47 seconds East, with southerly line of existing permanent right of way of South Suburban Drive, for a distance of 60.04 feet to a 5/8" iron pin w/cap found at westerly property line of tract of land as described in the DMF **99-38A001 to Ashford Estate Homes, Inc.** (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, South 04 degrees 11 minutes 24 seconds West, with westerly line of Ashford Estate Homes, Inc., for a distance of 49.55 feet to a point;

Thence, North 87 degrees 18 minutes 04 seconds West, with line of proposed temporary construction easement, for a distance of 108.36 feet to a point;

Thence, North 02 degrees 41 minutes 56 seconds East, continue with line of proposed temporary construction easement, for a distance of 46.00 feet to a point;

Thence, North 87 degrees 18 minutes 04 seconds West, with line of proposed temporary construction easement, for a distance of 223.28 feet to point at easterly property line of 61.260 acre tract of land as

## EXHIBIT D OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE THE TEMPORARY EASEMENT



described in I.R. Deed **17-076321** to **The Board of Education for Centerville City Schools** (record references to those of the Recorder's Office, Montgomery County, Ohio) and westerly line of tract of land as described in DMF **86-00269C06** to **Dimco Gray Company** (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 13.01 feet to a 5/8" iron pin w/cap set at intersection of easterly property line of **The Board of Education for Centerville City Schools** and southerly line of proposed permanent right of way of Dimco Way Extension, and being the **True Point of Beginning**, containing a total of **0.202** acres of land, more or less, and is located in Montgomery County Auditors Parcel Number **068-00304-0024**.

The **Dimco Gray Company** claims title by the DMF **86-00269C06** in Montgomery County Recorder's Office. Subject to all legal highways and easements.

The Bearings herein are based on GPS observations using the Ohio CORS Network (Ohio South Zone) to determine a grid bearing in the NAYD 1983 (CORS) system.

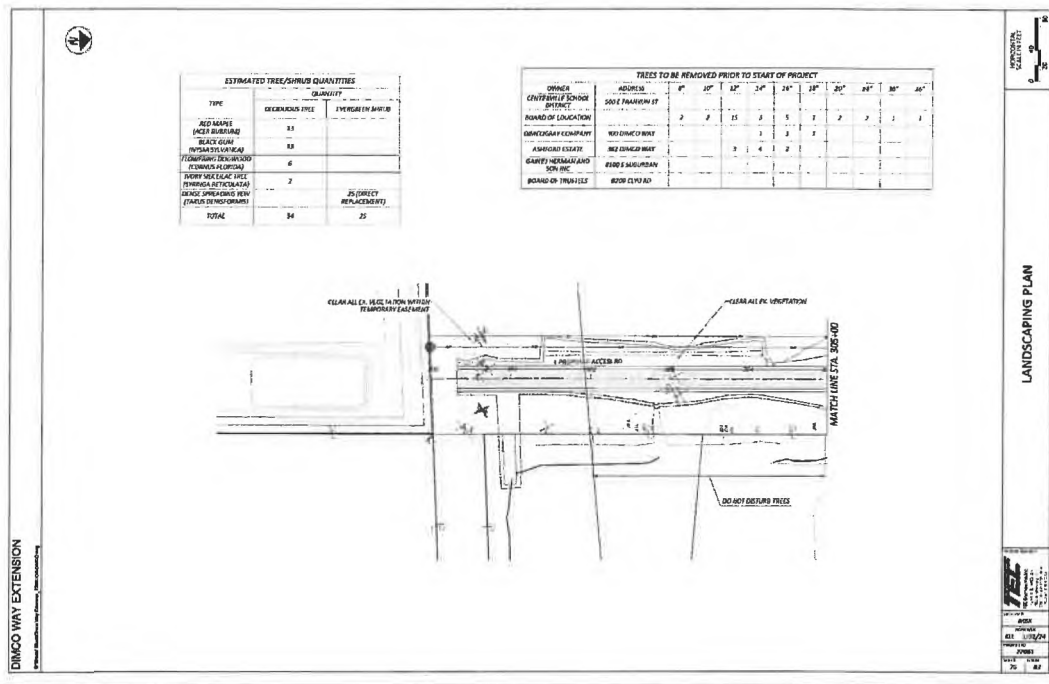
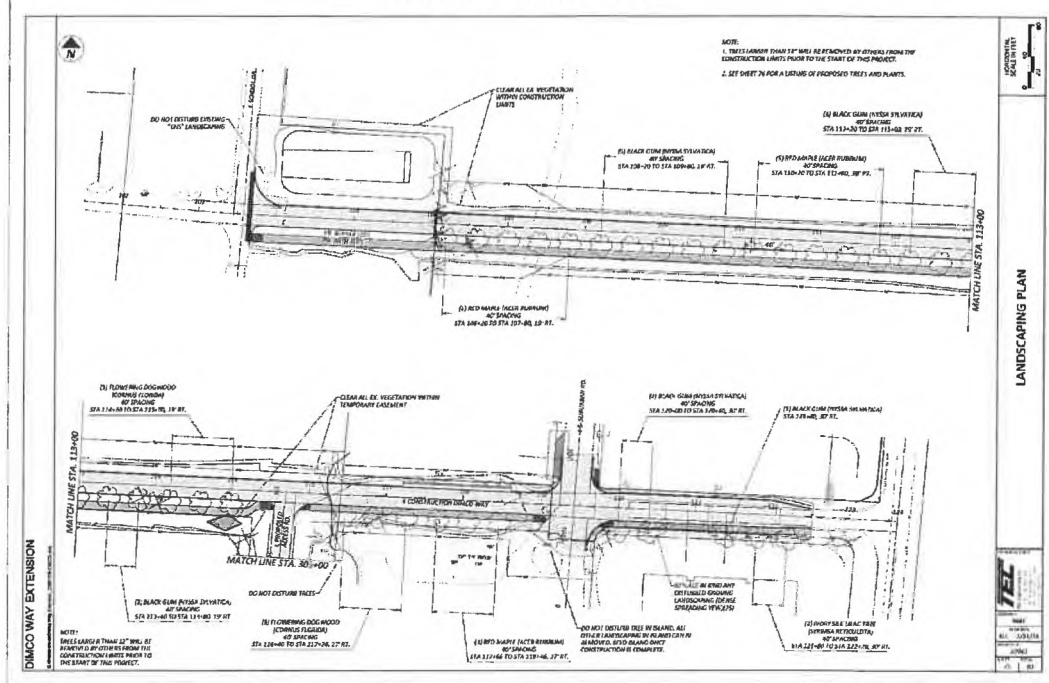
This description was reviewed and prepared on September 18, 2023, by Valarry Goldfeder, Registered Surveyor No. 8171 of the State of Ohio.

This description is based on a survey made by TEC Engineering, Inc., under the direction and supervision of Valarry Goldfeder, Registered Surveyor No. 8171, in November 2022.

Montgomery County Current Tax Parcel No. \_\_\_\_\_

Prior Instrument Reference: Deed 86-0269C06, Montgomery County Recorder's Office.

## EXHIBIT "B" OF TEMPORARY CONSTRUCTION EASEMENT LANDSCAPING PLAN



## EXHIBIT D OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE THE TEMPORARY EASEMENT

EXHIBIT E  
THE UTILITY EASEMENT FORM  
[SEE ATTACHED]

**EXHIBIT E OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE  
THE UTILITY EASEMENT**

## PERMANENT STORMWATER DRAINAGE EASEMENT

**Dimco-Gray Company** (aka DIMCOGRAY Corporation), an Ohio corporation, Grantor, in consideration of the sum of \$1.00 and other good and valuable consideration, paid by the **City of Centerville**, an Ohio Municipal corporation, Grantee, does convey to Grantee, its successors and assigns, a permanent Stormwater Drainage Easement for the purposes hereinafter described, in, across, through, upon, over and under the following property (the “**Stormwater Easement Area**”):

See **Exhibit “A,” attached hereto and made a part hereof.**

1. Easement. The Stormwater Drainage Easement is hereby granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to the use and benefit forever by Grantee for the purposes of installing, constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing, and replacing stormwater facilities (collectively, the “**Facilities**”) within the Stormwater Easement Area.

2. Conditions. Grantor agrees not to excavate or fill land or build, construct, place or permit any landscaping, planting, pavement, building or other structure or item upon or within the Stormwater Easement Area in a manner which would interfere with the activities and purposes of Grantee as set forth herein or to otherwise conduct activities or use the Stormwater Easement Area in a manner which would interfere with the activities and purposes of Grantee as set forth herein. Further, Grantor shall not cause or permit others to remove or willfully alter the Facilities.

3. Access. Grantee shall, at all times, have the right to access the Stormwater Easement Area and Facilities and to ingress and egress over Grantor’s property to enter upon the Stormwater Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Stormwater Easement Area and their transportation across Grantor’s property to access the Stormwater Easement Area for the activities and purposes set forth herein.

4. Assignment; Rights Run With Land. This grant of the Stormwater Drainage Easement will

EXHIBIT E OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE  
THE UTILITY EASEMENT

run with the land and will be binding on and will inure to the benefit of Grantor and Grantee, and their respective successors and assigns and the rights herein granted shall continue in perpetuity.

5. Warranty of Title. Grantor claims title to the subject property by deed recorded at 86-0269 C06 of the Official Deed Records for Montgomery County, Ohio.

*(Signature and acknowledgment appear on the following page)*

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Dimco-Gray Company (aka DIMCOGRAY Corporation), an Ohio corporation

By: \_\_\_\_\_  
Print Name: James Daulton  
Title: President

State of Ohio,  
County of Montgomery,

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by James Daulton the President of Dimco-Gray Company (aka DIMCOGRAY Corporation), an Ohio corporation, on behalf of the corporation.

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

This document was prepared by:  
Scott A. Liberman, Esq.  
Buckley King LPA  
110 N. Main St., Ste. 1200  
Dayton, OH 45402

## EXHIBIT "A" OF THE PERMANENT STORMWATER DRAINAGE EASEMENT

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.Rs., as described in DMF 86-00269C06 to Dimco Gray Company (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Clys Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in I.R. Deed 17-076321 to The Board of Education for Centerville City Schools (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 701.20 to a point (passing an 5/8" iron pin w/cap found at 675.94 feet at southwesterly property corner of tract of land as described in DMF 86-00269C06 to Dimco Gray Company, and the being True Point of Beginning for the real estate described as follows;

Thence, North 05 degrees 08 minutes 44 seconds East, continue with westerly property line of Dimco Gray Company, for a distance of 15.00 feet to a point;

Thence, South 84 degrees 51 minutes 16 seconds East, leaving westerly property line of Dimco Gray Company and with northerly line of proposed permanent utility easement, for a distance of 64.77 feet to a point;

Thence, South 05 degrees 08 minutes 44 seconds West, continue with easterly line of proposed permanent utility easement, for a distance of 15.00 feet to a point;

Thence, North 84 degrees 51 minutes 16 seconds West, with southerly line of proposed permanent utility easement, for a distance of 64.76 feet to a point at westerly property line of Dimco Gray Company, and being the True Point of Beginning, containing a total of 0.022 acres of land, more or less, and is located in Montgomery County Auditors Parcel Number 068-00304-0026.

The Dimco Gray Company claims title by the DMF 86-00269C06 in Montgomery County Recorder's Office. Subject to all legal highways and easements.

The Bearings herein are based on GPS observations using the Ohio CORS Network (Ohio South Zone) to determine a grid bearing in the NAVD 1983 (CORS) system.

This description was reviewed and prepared on February 20, 2024, by Valarry Goldfeder, Registered Surveyor No. 8171 of the State of Ohio.

This description is based on a survey made by the TEC Engineering, Inc., under the direction and supervision of Valarry Goldfeder, Registered Surveyor No. 8171, in November 2022.

## EXHIBIT E OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE THE UTILITY EASEMENT

**EXHIBIT F**  
**THE ADDITIONAL TERMS**

The obligations of the parties set forth in this Exhibit D shall survive the Closing and shall not merge with the deed.

1. Within one hundred eighty (180) days of completion of the construction of the Right-of-Way and the access road (directly west of Seller's property), Purchaser shall reseed the grass along the south side of the Right-of-Way (aka the north side of Seller's property) and the west property line of Seller's property as shown in the Landscape Plan, attached hereto and in accordance with the City zoning requirements.

2. The Purchaser shall repair any damage to Seller's property caused by the Purchaser, Purchaser's contractors, or any heavy equipment used during construction of the Right-of-Way, including, but not limited to the island area, which area is depicted below.



3. Purchaser shall allow Seller to participate in the planning review process related to the construction of the Right-of-Way.

**EXHIBIT F OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE**  
**THE ADDITIONAL TERMS**



EXHIBIT G  
MORTGAGEE DOCUMENTS  
[SEE ATTACHED]

**EXHIBIT G OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE  
THE MORTGAGEE DOCUMENTS**

**SUBORDINATION OF MORTGAGE OF FIRST FINANCIAL BANK TO PERMANENT STORMWATER DRAINAGE EASEMENT**

First Financial Bank, whose mailing address is 255 East Fifth Street, Suite 2900, Cincinnati, Ohio 45202 (the “**Mortgagee**”), the owner and holder of a mortgage dated June 22, 2017 and recorded at File Number: 201700037029 on June 26, 2017 (the “**Mortgage**”) and assignment of rents dated June 22, 2017 and recorded at File Number: 201700037030 on June 26, 2017 (the “**Assignment**”), encumbering the real property described therein, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby subordinates the lien of its Mortgage and Assignment (the “**Subordination**”) to the Permanent Stormwater Drainage Easement (the “**Easement**”), delivered by DimcoGray Company (the “**Grantor**”) to the City of Centerville (the “**Grantee**”), whose mailing address is c/o Wayne S. Davis, City Manager, 100 West Spring Valley Rd., Centerville, Ohio 45458-3759. Said Easement was recorded at File Number: 2024\_\_\_\_\_ on April \_\_\_, 2024. Except as provided herein, this Subordination provides no recourse against Mortgagee and the Mortgagee assumes none of Grantor’s obligations under said easement agreement. Except as subordinated herein, Mortgagee reserves all rights and remedies granted to its Mortgage and Assignment.

IN WITNESS WHEREOF, First Financial Bank, successor by merger to the interest of MainSource Bank, has caused this instrument to be executed by its duly authorized officer this \_\_\_ day of \_\_\_\_\_, 2024.

First Financial Bank,  
successor by merger to the  
interest of MainSource Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Ohio,  
County of \_\_\_\_\_,

The foregoing instrument was acknowledged before me this \_\_\_ day of March, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of First Financial Bank, an Ohio State Chartered Commercial Bank, successor by merger to the interest of MainSource Bank, on behalf of said Bank.

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

This document was prepared by:  
Walter Reynolds, Esq.  
Porter Wright Morris & Arthur LLP  
One South Main Street  
Suite 1600  
Dayton, Ohio 45402  
23668132v1

**EXHIBIT G OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE  
THE MORTGAGEE DOCUMENTS**

**CONSENT OF FIRST FINANCIAL BANK TO  
TEMPORARY CONSTRUCTION EASEMENT**

First Financial Bank, whose mailing address is 255 East Fifth Street, Suite 2900, Cincinnati, Ohio 45202 (the "Mortgagee"), the owner and holder of a mortgage dated June 22, 2017 and recorded at File Number: 201700037029 on June 26, 2017 (the "Mortgage") and assignment of rents dated June 22, 2017 and recorded at File Number: 201700037030 on June 26, 2017 (the "Assignment"), encumbering the real property described therein, hereby consents to the grant of the Temporary Construction Easement (the "Easement"), by DimcoGray Company (the "Grantor") to the City of Centerville (the "Grantee"), whose mailing address is c/o Wayne S. Davis, City Manager, 100 West Spring Valley Rd., Centerville, Ohio 45458-3759. Said Easement description is attached hereto as Exhibit A. This consent provides no recourse against Mortgagee and Mortgagee assumes none of Grantor's obligations under said easement agreement. This consent shall not in any way affect the lien and operation of the Mortgage, and Mortgagee reserves all rights and remedies granted to it thereunder.

IN WITNESS WHEREOF, First Financial Bank, successor by merger to the interest of MainSource Bank, has caused this instrument to be executed by its duly authorized officer this 6<sup>th</sup> day of March, 2024.

First Financial Bank,  
successor by merger to the  
interest of MainSource Bank

By: [Signature]  
Name: Jason Sequist  
Title: Vice President

State of Ohio,  
County of Montgomery.

The foregoing instrument was acknowledged before me this 6 day of March, 2024, by Jason Sequist, the Vice President of First Financial Bank, an Ohio State Chartered Commercial Bank, successor by merger to the interest of MainSource Bank, on behalf of said Bank.

[Signature]  
Notary Public



DANA M HOCHWALT  
Notary Public  
State of Ohio  
My Comm. Expires  
November 25, 2028

**EXHIBIT G OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE  
THE MORTGAGEE DOCUMENTS**

This document was prepared by:  
Walter Reynolds, Esq.  
Porter Wright Morris & Arthur LLP  
One South Main Street  
Suite 1600  
Dayton, Ohio 45402  
23671491v1



**EXHIBIT "A"**

**Owner**

Dimco Gray Company  
Instrument No. 86-00269C06  
Parcel ID: Q68-00304-0024

**Temporary Easement Area**

8819 square feet ±  
0.202 acres ±

**Temporary Easement Description**

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.R.s., as described in DMF 86-00269C06 to Dimco Gray Company (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Ciyo Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in I.R. Deed 17-076321 to The Board of Education for Centerville City Schools (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 1162.71 feet to a 5/8" iron pin w/cap set at northwesterly property corner of tract of land as described in DMF 86-00269C06 to Dimco Gray Company (record references to those of the Recorder's Office, Montgomery County, Ohio), and the being True Point of Beginning for the real estate described as follows;

Thence, South 87 degrees 18 minutes 04 seconds East, with southerly line of proposed permanent right of way of Dimco Way Extension, for a distance of 272.57 feet to a set 5/8" iron pin w/cap;

Thence, South 04 degrees 20 minutes 13 seconds West, with westerly line of existing permanent right of way of South Suburban Drive, for a distance of 7.81 feet to a found 5/8" iron pin w/cap;

I



**EXHIBIT "A"**

**Owner**

Dimco Gray Company  
Instrument No. 86-00269C06  
Parcel ID 068-00304-0024

**Temporary Easement Area**

8819 square feet ±  
0.202 acres ±

**Temporary Easement Description**

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.Rs., as described in DMF 86-00269C06 to Dimco Gray Company, (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Clio Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in I.R. Deed 17-076321 to The Board of Education for Centerville City Schools (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 1162.71 feet to a 5/8" iron pin w/cap set at northwesterly property corner of tract of land as described in DMF 86-00269C06 to Dimco Gray Company (record references to those of the Recorder's Office, Montgomery County, Ohio), and the being True Point of Beginning for the real estate described as follows;

Thence, South 87 degrees 18 minutes 04 seconds East, with southerly line of proposed permanent right of way of Dimco Way Extension, for a distance of 272.57 feet to a set 5/8" iron pin w/cap;

Thence, South 04 degrees 20 minutes 13 seconds West, with westerly line of existing permanent right of way of South Suburban Drive, for a distance of 7.81 feet to a found 5/8" iron pin w/cap;

I



**EXHIBIT "A"**

**Owner**

Dimco Gray Company  
Instrument No. 86-00269C06  
Parcel ID: O68-00304-0024

**Temporary Easement Area**

8819 square feet ±  
0.202 acres ±

**Temporary Easement Description**

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.Rs., as described in DMF 86-00269C06 to Dimco Gray Company (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Clio Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in L.R. Decd 17-076321 to The Board of Education for Centerville City Schools (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 1162.71 feet to a 5/8" iron pin w/cap set at northwesterly property corner of tract of land as described in DMF 86-00269C06 to Dimco Gray Company (record references to those of the Recorder's Office, Montgomery County, Ohio), and the being True Point of Beginning for the real estate described as follows;

Thence, South 87 degrees 18 minutes 04 seconds East, with southerly line of proposed permanent right of way of Dimco Way Extension, for a distance of 272.57 feet to a set 5/8" iron pin w/cap;

Thence, South 04 degrees 20 minutes 13 seconds West, with westerly line of existing permanent right of way of South Suburban Drive, for a distance of 7.81 feet to a found 5/8" iron pin w/cap;

I



TEC Engineering, Inc. • 7288 Central Parke Blvd. • Mason, OH 45040 • 513-771-8928 •

Thence, South 85 degrees 42 minutes 47 seconds East, with southerly line of existing permanent right of way of South Suburban Drive, for a distance of 60.04 feet to a 5/8" iron pin w/cap found at westerly property line of tract of land as described in the DMF 99-38A001 to Ashford Estate Homes, Inc. (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, South 04 degrees 11 minutes 24 seconds West, with westerly line of Ashford Estate Homes, Inc., for a distance of 49.55 feet to a point;

Thence, North 87 degrees 18 minutes 04 seconds West, with line of proposed temporary construction easement, for a distance of 108.36 feet to a point;

Thence, North 02 degrees 41 minutes 56 seconds East, continue with line of proposed temporary construction easement, for a distance of 46.00 feet to a point;

Thence, North 87 degrees 18 minutes 04 seconds West, with line of proposed temporary construction easement, for a distance of 223.28 feet to point at easterly property line of 61.260 acre tract of land as described in I.R. Deed 17-076321 to The Board of Education for Centerville City Schools (record references to those of the Recorder's Office, Montgomery County, Ohio) and westerly line of tract of land as described in DMF 86-00269C06 to Dimco Gray Company (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 13.01 feet to a 5/8" iron pin w/cap set at intersection of easterly property line of The Board of Education for Centerville City Schools and southerly line of proposed permanent right of way of Dimco Way Extension, and being the True Point of Beginning, containing a total of 0.202 acres of land, more or less, and is located in Montgomery County Auditors Parcel Number 068-00304-0024.

The Dimco Gray Company claims title by the DMF 86-00269C06 in Montgomery County Recorder's Office. Subject to all legal highways and easements.

The Bearings herein are based on GPS observations using the Ohio CORS Network (Ohio South Zone) to determine a grid bearing in the NAVD 1983 (CORS) system.

This description was reviewed and prepared on September 18, 2023, by Valarry Goldfeder, Registered Surveyor No. 8171 of the State of Ohio.

This description is based on a survey made by the TEC Engineering, Inc., under the direction and supervision of Valarry Goldfeder, Registered Surveyor No. 8171, in November 2022.

By  Valarry Goldfeder, Ohio Reg. No. 8171.

Date 11/14/23

EXHIBIT G OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE  
THE MORTGAGEE DOCUMENTS



**PARTIAL RELEASE OF MORTGAGE**

THIS IS TO CERTIFY that, on this \_\_\_\_\_ day of January, 2024 (the "Effective Date"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Financial Bank, successor by merger to the interest of MainSource Bank (the "Mortgagee"), releases the following described property:

See Exhibit A attached hereto and incorporated herein by reference;

from its mortgage lien and assignment of rents interest (collectively, the "Security Instruments"), more specifically described as follow:

(1) *Open-End Mortgage* dated as of June 22, 2017, given by DimcoGray Corporation, an Ohio corporation, in favor of the Mortgagee, and recorded on June 26, 2017, with the Montgomery County, Ohio Recorder as Instrument Number 201700037029; and

(2) *Assignment of Rents* dated as of June 22, 2017, given by DimcoGray Corporation, an Ohio corporation, in favor of the Mortgagee, and recorded on June 26, 2017, with the Montgomery County, Ohio Recorder as Instrument Number 201700037030.

Provided, however, that the lien and assignment of the Security Instruments upon the remaining property (as described in such Security Instruments, respectively) shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, First Financial Bank, successor by merger to the interest of MainSource Bank, Mortgagee has caused this instrument to be executed as of the Effective Date.

First Financial Bank,  
successor by merger to the  
interest of MainSource Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO                                    )  
                                                          )  
COUNTY OF \_\_\_\_\_                    )     SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January 2024 by \_\_\_\_\_, the \_\_\_\_\_ of First Financial Bank, successor by merger to the interest of MainSource Bank, an Ohio State Chartered Commercial Bank, on behalf of said bank.

\_\_\_\_\_  
Notary Public  
My commission expires:

This Instrument Prepared By:  
Walter Reynolds, Esq.  
Porter Wright Morris & Arthur, LLP  
One South Main Street  
Suite 1600  
Dayton, Ohio 45402

**Exhibit A**  
(Description of Property to be Released)

**EXHIBIT G OF THE AGREEMENT FOR PURCHASE OF REAL ESTATE  
THE MORTGAGEE DOCUMENTS**

**EXHIBIT A**  
**THE PROPERTY**

The land herein described is situated in the City of Centerville, Montgomery County, State of Ohio, and in Section 24, Town 3, Range 5, M.Rs., being a part of tract of land conveyed to Dimeo-Gray Company, as described in the DMF 86-0269C06 (record references to those of the Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows:

Commencing at the 5/8" iron pin w/cap found at the southeast corner of the northwest quarter of Section 24 and the centerline of Clyn Road (varies right-of-way);

Thence, North 87 degrees 11 minutes 13 seconds West, with the southerly line of said northwest quarter and northerly line of Quaker Estates Section Two Subdivision, as recorded in Plat Book 145, Page 35, and northerly line of Quaker Estates Section One Subdivision, as recorded in Plat Book 143, Page 26, for a distance of 715.61 feet to the 5/8" iron pin w/cap found at southeasterly property corner of 61.260 acre tract of land as described in L.R. Deed 17-076321 to The Board of Education for Centerville City Schools (record references to those of the Recorder's Office, Montgomery County, Ohio);

Thence, North 05 degrees 08 minutes 44 seconds East, with easterly property line of said 61.260 acre tract of land, for a distance of 1162.71 feet to a set 1/2" iron pin w/cap, also being True Point of Beginning for this description;

Thence, North 05 degrees 08 minutes 44 seconds East, continue with easterly property line of 61.260 acre tract of land and westerly property line of tract of land conveyed to Dimeo-Gray Company, as described by DMF 86-0269C06 (record references to those of the Recorder's Office, Montgomery County, Ohio), for a distance of 60.85 feet to a set 1/2" iron pin w/cap;

Thence, South 87 degrees 10 minutes 36 seconds East with northerly property line of tract of land conveyed to Dimeo-Gray Company, and with southerly line of South Suburban Commercial Area Sec. 2, as recorded in Plat Book 93, Page 77, for a distance of 271.70 feet to a found 1/2" iron pin w/cap at intersection of northerly property line of Dimeo-Gray Company and westerly right-of-way line of South Suburban Drive (60' wide);

Thence, South 04 degrees 20 minutes 13 seconds West, with easterly property line of tract of land conveyed to Dimeo-Gray Company, and with westerly right-of-way line of South Suburban Drive (60' wide), for a distance of 60.23 feet to a set 1/2" iron pin w/cap;

Thence, North 87 degrees 18 minutes 04 seconds West, with new division line, for a distance of 272.57 feet to a 1/2" iron pin w/cap set at easterly property corner of 61.260 acre tract of land as described in L.R. Deed 17-076321 to The Board of Education for Centerville City Schools (record references to those of the Recorder's Office, Montgomery County, Ohio) and the True Point of Beginning, containing a total of 0.378 acres of land, more or less, and is located in Montgomery County Auditors Parcel Number 068-00304-0024.

The Dimeo-Gray Company claims title by the DMF 86-0269C06 in Montgomery County Recorder's Office. Subject to all legal highways and easements.

The Bearings herein are based on GPS observations using the Ohio CORS Network (Ohio South Zone) to determine a grid bearing in the NAVD 1983 (CORS) system.

This description was reviewed and prepared on September 27, 2023, by Valarry Goldfeder, Registered Surveyor No. 8171 of the State of Ohio.

This description is based on a survey made by the TEC Engineering, Inc., under the direction and supervision of Valarry Goldfeder, Registered Surveyor No. 8171, in September 2023.