

RESOLUTION NO. 2022.008

ENTERING INTO A TEMPORARY MAINTENANCE AGREEMENT, ACCEPTING THE TRANSFER AND ASSIGNATION OF REAL AND PERSONAL PROPERTY OF THE I.O.O.F. CEMETERY ASSOCIATION OF BLANCHESTER TO THE VILLAGE OF BLANCHESTER AND DECLARING AN EMERGENCY

WHEREAS, I.O.O.F. Cemetery Association of Blanchester aka I.O.O.F. Cemetery Association aka Fathian Lodge No. 373 I.O.O.F. (hereinafter referred to as "I.O.O.F. Cemetery Association") owns and operates a cemetery consisting of approximately 14.406 acres within the Village of Blanchester, the legal description of said real property is attached hereto and incorporated herein by reference in "Exhibit A"; and

WHEREAS, I.O.O.F. Cemetery Association desires to assign and transfer to the Village of Blanchester, Ohio, the real and personal property owned by the association for the operations and maintenance of the cemetery; and

WHEREAS, the I.O.O.F. Cemetery Association approved transfer ownership of the cemetery, real property, and personal property to the Village of Blanchester by Resolution, attached hereto and incorporated herein by reference as "Exhibit B."

WHEREAS, the Village of Blanchester agrees to enter into a Temporary Maintenance Agreement until the real estate transfer can be finalized which I.O.O.F. Cemetery Association has hereby approved and is hereby incorporated by reference as "Exhibit C."

WHEREAS, the Village of Blanchester agrees to accept the transfer and assignation of the real and personal property of the I.O.O.F. Cemetery Association for the purpose of maintaining and operating the cemetery.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF
BLANCHESTER, STATE OF OHIO:

Section 1. That the Village of Blanchester hereby authorizes the Mayor to enter into the Temporary Maintenance Agreement described in "Exhibit C," until transfer of real and personal is finalized.

Section 2. That the Village of Blanchester hereby accepts ownership of all cemetery records regarding the cemetery, the real estate described in "Exhibit A," and personal property of the I.O.O.F. Cemetery Association.

Section 3. That the Village of Blanchester is hereby authorized to begin operating the I.O.O.F. Cemetery Association under the rules and regulations prescribed by the laws of the State of Ohio.

Section 4. That this Resolution is hereby declared to be an emergency measure necessary to the immediate preservation of the public health, safety and welfare, and accordingly, shall be in full force and effect immediately upon its passage.

Mr. Parks moved the adoption and Mr. McCollister seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Mr Brumbaugh	Yea
Mr. Garner	Yea
Mr. Gephart	Yea
Mr. Hopkins	Yea
Mr. McCollister	Yea
Mr. Parks	Yea

Adopted this 21st day of April, 2022.

John m Carman
John Carman, Mayor

Tamara S. May
Attest: Tamara S. May, Fiscal Officer

Fiscal Officer's Certificate:
The State of Ohio, County of Clinton, ss:

I, Tamara S. May, Fiscal Officer of the Village of Blanchester, Clinton County, and in whose custody the Files, Journals, and Records are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Resolution is taken and copied from the original Resolution now on file with said Village, that the foregoing Resolution has been compared by me with the said original and that the same is a true and correct copy thereof, and has been posted as required by law. This Resolution has been duly published by posting in the following places: Blanchester Municipal Building, 318 E. Main St.; First National Bank, 121 E. Main St.; Blanchester Post Office, 115 S. Wright St.; Tom's Express Mart, 7529 Fairground Rd.; and at the Blanchester Public Library, 110 N. Broadway St., each for a period of fifteen (15) days commencing on the 4th day of May, 2022.

Witness my signature this 4th day of May, 2022.

Tamara S. May
Fiscal Officer of the Village of Blanchester, Clinton County, Ohio

VILLAGE OF BLANCHESTER
FISCAL OFFICER
TAMARA S. MAY
OFFICIAL SEAL

COPY

TITLE OPINION

TO: Village of Blanchester, Ohio

RE: Acquisition of I.O.O.F. Cemetery

Property Address: Main Street, Blanchester, Ohio 45107

Parcel Numbers: 220060501000000, 220101401A08900, 220101401B08600 and 220101401B08900

LEGAL DESCRIPTION

SEE ATTACHED EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

CERTIFICATE

This is to certify that a careful examination has been made of the records of Clinton County, Ohio, as disclosed by the public indices thereto, pertaining to the above-described premises for a period of at least forty-two (42) years prior to the date hereof.

From such examination, it is the opinion of the undersigned that fee simple title of record is vested absolutely in **I.O.O.F. Cemetery Association of Blanchester, aka Trustees of Fithian Lodge No. 373 of I.O.O.F., aka Trustees of I.O.O.F Cemetery Association**, who acquired title thereto by Quit Claim Deed recorded in Volume 286, Page 322, filed July 26, 1985; and thereto by Warranty Deed recorded in Volume 91, Page 321, filed March 16, 1921 and thereto by Warranty Deed recorded in Volume 19, Page 353, filed March 15, 1872; and thereby by Warranty Deed recorded in Volume 16, Page 295, filed October 4, 1869, for parcel numbers 220060501000000, 220101401A08900, and 220101401B08600, in the Clinton County, Ohio Recorder's Office and that such title is good and merchantable, subject only to the following:

Furthermore, from such examination, it is the opinion of the undersigned that fee simple title of record is vested absolutely in **I.O.O.F. Cemetery Association of Blanchester**, who acquired title thereto by Quit Claim Deed from in Volume 143, Page 293, filed February 2, 1994, for parcel number 220101401B08900 in the Clinton County, Ohio Recorder's Office and that such title is good and merchantable, subject only to the following:

1. Real estate taxes are a continuing lien upon the premises. Taxes are in the name of I.O.O.F Cemetery Association, as follows:

Parcel Numbers 220060501000000, 220101401A08900, 220101401B08600 and 220101401B08900 with taxes in the amount of \$0.00 for the first half, and \$0.00 for the second half. Said Parcels are tax exempt due to their status as a non-profit cemetery.

All taxes, special assessments, and penalties for the first and second half of calendar year 2021 are paid; taxes and special assessments for 2021 are thereafter a lien, but are not yet due and payable.

It is further certified that there are no other liens, encumbrances or defects of record which would render said title unsafe or unmerchantable.

No search has been made in the United States Bankruptcy Court or Circuit Court of Appeals or any subdivision thereof. There is no bankruptcy court in the county in which the real estate is located. Further, this Certificate does not purport to cover matters not of record in said County, including, but not limited to, rights of persons in possession, questions which a correct survey or inspection would disclose, correct legal property description, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, or zoning and other governmental regulations or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the property is located, nor a bankruptcy of a past or present owner of the property not disclosed by the records of said County.

Dated this 15th day of April, 2022, at 12:05 p.m.

PEELLE MCCOY LAW OFFICES CO., L.P.A.

By: 
Justin D. Dickman
Examining Attorney

Beginning at a ½" iron pin (found) in the Northerly line of said Lot No. 89 at the Northwesterly corner of a survey as recorded in Volume 10, Page 212, of the Clinton County Surveyors Record; said pin also being at a corner of a 13.233 Acre Tract as recorded in Volume 17, Plat No. 222, of the Clinton County Engineers Record of Land Division;

Running thence, from said point of beginning, with the lines of the survey as recorded in Volume 10, Page 212, of the Clinton County Surveyors Record, on the following courses: (1) with the Northerly line of the aforesaid Lot No. 89 and a line of the aforesaid 13.233 Acre Tract, N. 64 deg. 30 min. 00 sec. E. 49.50 feet to a ½" iron pin (found); (2) S. 25 deg. 30 min. 00 sec. E. 181.83 feet to a ½" iron pin (set) thence, with the Southerly line of the aforesaid Lot No. 89, S. 64 deg. 30 min. 00 sec. W. 49.50 feet to a ½" iron pin (set); thence, with a line of the aforesaid survey (Volume 10, Page 212) and a line of the aforesaid 13.233 Acre Tract, N. 25 deg. 30 min. 00 sec. W. 181.83 feet to the point of beginning, containing Two Hundred Seven Thousandths (0.207) of an Acre. Subject to all easements of record.

This description is the result of a new survey made under the direction of Steven D. Webb, Registered Surveyor No. 7250, by CLINCO SURVEYORS, Wilmington, Ohio, in January, 1994, as recorded in Volume 24, Plat No. 240, of the Clinton County Engineers Record of Land Division. The bearings in this description were derived from the aforesaid Lazenby's Addition.

PARCEL NUMBER: 220101401B08900

PROPERTY ADDRESS: West Main Street, Blanchester, Ohio 45107

PRIOR RECORDINGS: Volume 143, Page 293, Clinton County, Ohio Recorder's Office

No search has been made in the United States Bankruptcy Court or Circuit Court of Appeals or any subdivision thereof. There is no bankruptcy court in the county in which the real estate is located. Further, this Certificate does not purport to cover matters not of record in said County, including, but not limited to, rights of persons in possession, questions which a correct survey or inspection would disclose, correct legal property description, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, or zoning and other governmental regulations or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the property is located, nor a bankruptcy of a past or present owner of the property not disclosed by the records of said County.

Dated this 15th day of April, 2022, at 12:05 p.m.

PEELLE MCCOY LAW OFFICES CO., L.P.A.

By: 
Justin D. Dickman
Examining Attorney

COPY

AGREEMENT

This Agreement made this 21st day of April, 2022, by and between the Village of Blanchester and the I.O.O.F. Cemetery Association of Blanchester.

WHEREAS, I.O.O.F. Cemetery Association of Blanchester desires to assign and transfer to the Village of Blanchester, Ohio the existing I.O.O.F. Cemetery of Blanchester, including, but not limited to, the real estate described in Exhibit A, which said Exhibit A is attached hereto and incorporated herein by reference, together with the personal property, including, but not limited to equipment, tools, and miscellaneous items, owned by I.O.O.F. Cemetery Association of Blanchester; and

WHEREAS, the Village of Blanchester, Ohio desires to accept the assignment, transfer and ownership of said real estate and personal property; and

WHEREAS, the Village of Blanchester, Ohio and I.O.O.F. Cemetery Association of Blanchester intent for the transfer of the ownership and management of the cemetery grounds to occur on or before the 1st day of May, 2022; and

WHEREAS, I.O.O.F. Cemetery Association of Blanchester and Village of Blanchester have simultaneously entered into a Temporary Maintenance Agreement for the purposes of the Village maintaining and operating said Cemetery until real and personal property may be effectively transferred into the Village of Blanchester's ownership. Said functions of the operations and maintenances include, but are not limited to, funeral services, street maintenance and general cemetery maintenance.

Now therefore, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. I.O.O.F. Cemetery Association of Blanchester shall transfer and convey the cemetery grounds as reflected in the description attached hereto as Exhibit A, together with the personal property and equipment on or about the 1st day of May or such other date as the parties shall agree.
2. The Village of Blanchester, Ohio shall accept the maintenance, and operation of the I.O.O.F. Cemetery effective immediately upon the execution of this agreement and the Temporary Maintenance Agreement.

I.O.O.F. Cemetery Association of Blanchester shall maintain general liability and property insurance for the operation and property through the date of closing. The Village of Blanchester, Ohio shall assume the liability for the ownership of the cemetery with the operations thereof from the date of closing and thereafter.

This agreement shall inure to the benefit of the parties and their assigns and further, shall bind the parties hereto and their assigns in accordance with the terms and conditions hereof.

IN WITNESS WHEREOF this Agreement was executed by the Village of Blanchester, Ohio by and through John Carman, its Mayor, and I.O.O.F. Cemetery Association of Blanchester by Penny Castle, its Grand Secretary with intent to be legally bound thereto.

Village of Blanchester

By: John M. Carnan
John Carnan, Mayor

APPROVED AS TO FORM

Village of Blanchester

By: Justin D. Dickman
Justin D. Dickman, Acting Solicitor

STATE OF OHIO

:ss:

COUNTY OF CLINTON

Before me, a Notary Public, in and for said County and State, personally appeared John Carnan, Mayor of the Village of Blanchester, Ohio, who acknowledged that he signed the foregoing instrument as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Blanchester, Ohio this 21st day of April, 2022.



JUSTIN DICKMAN
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R, C.

Justin D. Dickman
Notary Public

I.O.O.F Cemetery Association

By: Penny Castle
Penny Castle, Grand Secretary

STATE OF OHIO :

:ss:

COUNTY OF CLARK :

Before me, a Notary Public, in and for said County and State, personally appeared Penny Castle, Grand Secretary of The Grand Lodge of Ohio of the Independent Order of Odd Fellows, for The I.O.O.F. Cemetery Association of Blanchester, who acknowledged that she signed the foregoing instrument as her free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this 20 day of APRIL, 2022.

Barry P. Reich

Notary Public



Barry P. Reich, Attorney At Law
NOTARY PUBLIC STATE OF OHIO
My Commission has no expiration date
Section 147.03 R.C.

EXHIBIT A

TRACT I:

Situated in the Village of Blanchester, Marion Township, Clinton County, Ohio, and being a part of Military Survey No. 3342 and bounded and described as follows:

Beginning at a spike (found) in the center of Main Street (State Route 28) at the Southeasterly corner of a 5.788 Acre Tract as recorded in Volume 15, Plat No. 23, of the Clinton County Engineers Record of Land Division; thence, with a line of said 5.788 Acre Tract, N. 19° 28' 37" W. 30.14 feet to the real point of beginning for the herein described tract in the Northerly margin of Main Street:

Running thence, from said real point of beginning, with the lines of said 5.788 Acre Tract, on the following courses: (1) N. 19° 28' 37" W. 431.04 feet to a 1" iron pipe (found); (2) N. 12° 50' 49" W. 195.14 feet to a 1" iron pipe (found); (3) N. 64° 48' 00" W. 194.11 feet to a 1" iron pipe (found); (4) N. 21° 32' 04" W. 111.18 feet to a ½" iron pin (set); thence, along Second Creek, on the following courses: (1) N. 66° 46' 13" E. 198.32 feet to a ½" iron pin (set); (2) N. 65° 20' 54" E. 128.31 feet to a bolt (found); (3) N. 54° 48' 32" E. 153.11 feet to a ½" iron pin (set); (4) N. 81° 25' 30" E. 112.00 feet to a ½" iron pin (set); (5) N. 64° 57' 06" E. 71.80 feet to a ½" iron pin (set); (6) N. 17° 35' 23" W. 28.72 feet to a ½" iron pin (set); (7) N. 38° 52' 16" E. 56.76 feet to a ½" iron pin (set); thence, with the lines of the herein Grantor's lands, on the following courses: (1) S. 37° 53' 18" E. 291.00 feet to a ¾" iron pipe (found); (2) S. 37° 57' 16" E. 329.73 feet to a ½" iron pin (set); (3) S. 64° 30' 00" W. 272.05 feet to a ½" iron pin (found); (4) S. 25° 30' 00" E. 313.83 feet to a ½" iron pin (found); thence, with the Northerly margin of Main Street, S. 64° 55' 08" W. 545.69 feet to the real point of beginning, containing Thirteen and Two Hundred Thirty-three Thousandths (13.233) Acres. Subject to all easements of record.

This description is the result of a new survey made under the direction of Richard D. Roll, Registered Surveyor No. 4957, by CLINCO, Engineers and Surveyors, Wilmington, Ohio, in March, 1984, as recorded in Volume 17, Plat No. 222, of the Clinton County Engineers Record of Land Division. The above described tract contains parts of Lots No. 86 and 89 in Lazenby's Addition to the Village of Blanchester. The bearings in this description were derived from the recorded plat of Lazenby's Addition.

TRACT II:

Situated in the Village of Blanchester, Marion Township, Clinton County, Ohio, and being a part of Military Survey No. 3342 and being a part of Lot No. 89 as said Lot is known and designated on the recorded plat of Lazenby's Addition to said Village as recorded in Plat Book 3, Page 19, of the Clinton County Plat Records and bounded and described as follows:

Beginning at a ½" iron pin (found) in the Northerly line of said Lot No. 89 at the Northwesterly corner of a survey as recorded in Volume 10, Page 212, of the Clinton County Surveyors Record;

said pin also being at a corner of a 13.233 Acre Tract as recorded in Volume 17, Plat No. 222, of the Clinton County Engineers Record of Land Division;

Running thence, from said point of beginning, with the lines of the survey as recorded in Volume 10, Page 212, of the Clinton County Surveyors Record, on the following courses: (1) with the Northerly line of the aforesaid Lot No. 89 and a line of the aforesaid 13.233 Acre Tract, N. 64 deg. 30 min. 00 sec. E. 49.50 feet to a ½" iron pin (found); (2) S. 25 deg. 30 min. 00 sec. E. 181.83 feet to a ½" iron pin (set) thence, with the Southerly line of the aforesaid Lot No. 89, S. 64 deg. 30 min. 00 sec. W. 49.50 feet to a ½" iron pin (set); thence, with a line of the aforesaid survey (Volume 10, Page 212) and a line of the aforesaid 13.233 Acre Tract, N. 25 deg. 30 min. 00 sec. W. 181.83 feet to the point of beginning, containing Two Hundred Seven Thousandths (0.207) of an Acre. Subject to all easements of record.

This description is the result of a new survey made under the direction of Steven D. Webb, Registered Surveyor No. 7250, by CLINCO SURVEYORS, Wilmington, Ohio, in January, 1994, as recorded in Volume 24, Plat No. 240, of the Clinton County Engineers Record of Land Division. The bearings in this description were derived from the aforesaid Lazenby's Addition.

PARCEL NUMBERS: 220060501000000, 220101401A08900, 220101401B08600, and
220101401B08900

PROPERTY ADDRESS: West Main Street, Blanchester, Ohio 45107

PRIOR RECORDINGS: Volume 286, Page 324, and Volume 143, Page 293, Clinton County,
Ohio Recorder's Office

COPY

TEMPORARY MAINTENANCE
AGREEMENT

This Temporary Maintenance Agreement (hereinafter the "Agreement"), by and between the IOOF Cemetery Association and IOOF Cemetery Association of Blanchester (hereinafter "IOOF"), and the Village of Blanchester, (hereinafter "Blanchester"), regarding the temporary maintenance and operation of the IOOF Cemetery located in the Village of Blanchester, Ohio, more particularly described in "Exhibit A" (hereinafter the "Premises") and between the Parties. Said Premises consists of a Cemetery utilized for over a century consisting of Parcel Numbers 22006501000000 (containing 12.68 acres), 220101301A08900 (containing 0.67 acres), 220101401B08600 (containing 0.832 acres), and 220101401B08900 (containing 0.224 acres). Said Premises contains a cemetery that is of important community, historic, and moral purpose for the Village of Blanchester. Said Agreement is hereby subject to the terms and conditions stated herein. This Agreement shall become effective the 19th day of April, 2022.

RECITALS

WHEREAS, IOOF is the fee simple owner of the certain Premises located at Main Street and SR 28 in the Village of Blanchester, Ohio, and

WHEREAS, the Premises consisted of a cemetery and surrounding ground maintained and operated by IOOF or it's neighbors since prior to 1864, and

WHEREAS, the Parties agree as outlined in the instant Agreement for the terms of temporary maintenance and mowing which will benefit the health, safety, and general public welfare for residents and visitors of the Village of Blanchester, Ohio, and

WHEREAS, the Parties desire to ensure the proper maintenance and care is provided at the Premises to ensure respect and dignity is provided to the bodies interred in the cemetery and their loved ones by entering into this Agreement, and

WHEREAS, the Parties agree that IOOF shall transfer cemetery to Blanchester for the purpose of operating and maintaining said Premises, but before transfer may effectuate, cemetery imminenty requires routine maintenance and mowing.

NOW THEREFORE, it is hereby agreed the Blanchester and its agents shall have use of the Premises under the following terms and conditions for the purposes of mowing and maintaining Premises:

Terms and Conditions

- 1) Blancheater and/or its agent(s) shall have complete use and control of the Premises for the purposes of operating and maintaining cemetery located at the Premises. For the purposes of this Agreement, the term maintain shall mean to mow, weed eat, maintain, provide any and all other maintenance and/or repairs, and permit burials on Premises and collect fees for said burials.
- 2) The Parties have discussed and worked together to ensure local, state, and federal requirements are met in order to safety level the Premises.
- 3) It is the intention of the Parties that beginning on April 19, 2022, that Blancheater shall control and operate all cemetery operations including all mowing and maintenance located at the Premises until Premises can transfer to Blancheater pursuant to Ohio law and a separate Agreement of the Parties.
- 4) Further use of the Premises and ownership is subject to the authorization of IOOF in writing and approval by Blancheater Village Council.
- 5) Blancheater and IOOF shall collaborate to ensure public health, safety, and general welfare may be protected during the transition period from ownership IOOF to Blancheater at Premises.

Hold Harmless and Release

Parties agree to hold harmless and covenant not to sue the other Parties, their officers, members, agents, volunteers, and employees, from any and all claims of any kind or character which the Parties have or might have, on account of any and all damages, known and unknown, arising directly out of the maintenance and operation of the cemetery located on Premises. *This shall be limited to scope to only pertain to the maintenance and operations of cemetery at Premises only beginning on April 19, 2022.*

Time of the Essence

Parties further acknowledge that said Agreement is being made out of a necessity to ensure public safety and general welfare related to honoring and demonstrating respect for the deceased individuals buried at cemetery at Premises as spring approaches and grass is now rapidly growing. Parties desire to ensure Premises is maintained in a manner in accordance with prevailing community standards. Furthermore, the signing of all Parties of this Agreement is temporary in nature only for the maintenance and operation of cemetery.

Insurance

Parties shall obtain and/or maintain their own liability insurance coverage prior to the transfer of real estate from IOOF to Blancheater. Blancheater shall ensure it maintains liability insurance and adds coverage to extend for said Premises.

Termination

Either party may terminate this Agreement at any time for any reason by giving the other party thirty (30) days written notice of termination. Notice shall be calculated from the postmarked date.

Severability

If any provision of this Agreement or the application thereof shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforced to the fullest extent permitted by the law.

Notice to Obtain Legal Counsel

Parties have here been advised to consult with legal counsel regarding the review and negotiation of said Agreement. Parties agree that they have consulted with legal counsel or have chosen not to collaborate with said legal counsel.

Multiple Copies and Signatures

This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

Entire Agreement.

This Agreement contains the entire agreement between the parties hereto, with respect to the subject matter hereof. This Agreement supersedes all prior written and/or oral agreements between the parties. No representations, promises, understandings or otherwise, shall be of any force or effect unless contained herein.

Entered this 21st day of April, 2022.

IOOF CEMETERY ASSOCIATION

By: Reynolds Castle
Board Secretary

100F CEMETERY ASSOCIATION OF BLANCHESTER

By: *Barry B. Castle, Grand Secy*

VILLAGE OF BLANCHESTER

John M. Cannon
By: John Cannon, Mayor

APPROVED AS TO FORM:

Justin D. Dickman
By: Justin D. Dickman, Esq.
Interim Solicitor, Village of Blanchester
Peelle McCoy Law Offices Co., L.P.A.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That the I.O.O.F. Cemetery Association of Blanchester ("IOOF") for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby **GRANT, BARGAIN, AND CONVEY** to the Village of Blanchester, Ohio ("Village"), all personal property, equipment, tools, records, and miscellaneous items owned by IOOF in connection with the operation and ownership of the I.O.O.F Cemetery in Blanchester, Ohio.

TO HAVE AND TO HOLD the same unto Village, its successors and assigns, forever.

And, IOOF, for itself and for its successors and assigns, does hereby covenant with Village, its successors and assigns, that it is the true and lawful owner of the property hereby transferred, and has full power to convey the same; that its title, so conveyed, is clear, free and unencumbered; and further, that it will warrant and defend the same against all claims or demands of all persons whatsoever.

The undersigned has signed the foregoing bill of sale as of April 21st, 2022.

I.O.O.F. Cemetery Association of
Blanchester

By Penny Castle
Penny Castle
Grand Secretary
I.O.O.F. Grand Lodge of Ohio