

Inlot No. Six (6) and bounded and described as follows: Beginning at the most westerly corner of Inlot No. 5 on Front Street, running thence northeast with the line between Inlots Nos. 5 and 6, one hundred and eighty (180) feet more or less to Easton Street; thence a northwest course with Easton Street and binding thereon forty three feet and six inches ( $43\frac{1}{2}$  feet); thence at right angles southwest and parallel with said first described line 180 feet more or less to Front Street; thence with Front Street southeast and binding thereon forty three feet and six inches ( $43\frac{1}{2}$  feet) to the beginning, on which is a large brick warehouse. Being the same real estate described in a deed of H.N. Wiles and wife to Katherine Stivers et al dated Nov. 9, 1895, and recorded in Deed Book No. 81, pages 200 and 201; also described in a deed of J.R. Stivers and wife to F.A. Stivers dated April 23, 1894, and recorded in Deed Book C. No. 80, pages 221 to 224, being the second tract of said last mentioned deed.

Prior Deed Reference: See deed recorded in Deed Book 89, Page 229, Brown County Deed Records.

ALSO THE FOLLOWING DESCRIBED REAL ESTATE:

Situated in the Incorporated Village of Ripley, Union Township, Brown County, State of Ohio, to-wit: In-lot Number Thirty-three (No. 33) as known and designated on the recorded plat of said Village of Ripley, Ohio (Official Records Volume 33, Page 796). Being the following described lot, piece or parcel of land situated on the west side of Second Street between Main and Market Streets, and bounded and described as follows: On the east side or front by Second Street; on the south side by Bank Alley; on the north side by the Public Square, and on the west side or rear end on Easton Street; fronting sixty (60) feet on Second and Easton Streets each.

Prior Deed Reference: See deed recorded in Deed Book A-1, Page 580, Brown County Deed Records.

This being the same real estate conveyed to the Village of Ripley by the Board of Education of Ripley Union Lewis Huntington School District by Quit Claim Deed recorded at Volume , Page of the Official Records of Brown County, Ohio; and

This Option is given on the following terms and conditions:

SECTION ONE  
PURCHASE PRICE

The entire purchase price to be paid for the Property upon the exercise of this Option shall be the sum of One Dollar (\$1.00).

SECTION EIGHT  
UTILITIES, MAINTENANCE AND INSURANCE

Pending the closing on the exercise of this Option, all costs of operating, maintaining and insuring the Property shall be at the cost and expense of the Purchaser and the Purchaser shall indemnify and save Owner harmless therefrom.

In witness whereof, the parties hereto have cause these presents to be executed this \_\_\_\_\_ day of February, 1996.

Signed and acknowledged  
in the presence of us:

THE VILLAGE OF RIPLEY  
(OWNER)

BY \_\_\_\_\_  
Kenneth O. Martin

BY \_\_\_\_\_  
Hilda Frebis

RIPLEY SCHOOLHOUSE APARTMENTS  
L.P., (PURCHASER)

BY \_\_\_\_\_  
Robert E. Gunter

BY \_\_\_\_\_

STATE OF OHIO, COUNTY OF BROWN, SS:

The foregoing instrument was acknowledged before me the \_\_\_\_ day of February, 1996 by Kenneth O. Martin, Village Administrator and by Hilda Frebis, Clerk of the Village of Ripley, Ohio.

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

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

The foregoing instrument was acknowledged before me the \_\_\_\_ day of February, 1996 by Robert E. Gunter, General Partner on behalf of Ripley Schoolhouse Apartments, L.P., an Ohio Limited Partnership.

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Notary Public