

RESOLUTION NO. 15-07
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bob Corbin ON THE 16th
DAY OF APRIL, 2007.

**RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO
TAKE ALL STEPS AND EXECUTE ALL DOCUMENTS NECESSARY IN
ORDER TO AFFECT THE PURCHASE OF REAL PROPERTY FROM GE
CAPITAL FRANCHISE FINANCE CORPORATION FOR PROPERTY
LOCATED ALONG WILMINGTON PIKE AND CLYO ROAD; AND
RATIFYING THE ACTION OF THE CITY MANAGER IN EXECUTING THE
PURCHASE AGREEMENT.**

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 GE Capital Franchise Finance Corporation for the purpose of road and sidewalk improvements along Wilmington Pike and Clyo Road; and

WHEREAS, the City of Centerville has negotiated the purchase of this real property from GE Capital Franchise Finance Corporation; upon terms acceptable to the City; and

WHEREAS, the City Manager in prior consultation with the Council at an open meeting work session called pursuant to §121.22, Ohio Revised Code, discussed the purchase of the property and was instructed by the Council to execute a contract for the purchase of property for the amount of \$11,895.00; 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, BE IT RESOLVED:

Section 1: That the previous action of the City Manager in executing a contract with GE Capital Franchise Finance Corporation for the purchase of property for \$11,895.00 is hereby ratified. Said purchase Agreement is marked Exhibit "A" and incorporated herein,

Section 2: That the City Manager is hereby authorized and directed to do any and everything necessary to carry out the terms of said Agreement.

PASSED THIS 16th day of April, 2007.

C. Mark Kenney
Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James
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. 15-07, passed by the Council of the City of Centerville, Ohio on the 16th day of April, 2007.

Debra A. James
Clerk of the Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Scott A. Liberman, Municipal Attorney
Municipal Attorney

OFFER TO PURCHASE REAL ESTATE

Centerville, Ohio
March 28, 2007

1. **OFFER.** The undersigned Purchaser offers to buy on the terms and conditions set forth below, the real property (the "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.

2. **INCLUDED IN THE SALE.** The Property shall include the land, all appurtenant rights, privileges and easements.

3. **PRICE.** The Purchaser agrees to pay for the Property the sum of ELEVEN THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS (\$11,895.00) payable in full at closing.

4. **DEED.** Seller shall furnish a transferable and recordable Special Warranty Deed conveying to Purchaser, or nominee, fee 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; and (d) all other matters of record.

5. **TITLE EXAMINATION.** The securing of any title examination shall be Purchaser's obligation.

6. **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 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, Purchaser shall have ten (10) days to advise the Seller of any such work that is objectionable to Purchaser, and unless Seller performs such work prior to the Closing, Purchaser may elect to terminate this Agreement or to complete the purchase of the Property.

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

8. **TAXES AND OTHER EXPENSES.** There shall be no conveyance fee since Purchaser is a municipality. At closing, Seller shall pay or credit on the Purchase Price (a) all real estate taxes and assessments, including penalties and interest, which became due prior to

the closing, (b) a prorata share, calculated as of the Closing Date in the manner set forth below, of the taxes and assessments becoming due and payable after closing, and (c) the amount of any agricultural tax savings accrued as of the Closing Date which would be subject to recoupment if the Property were converted to a non-agricultural use (whether or not such conversion actually occurs). The tax proration shall be made in accordance with the custom of Montgomery County, Ohio.

9. SELLER'S REPRESENTATIONS. In addition to the representations set forth above, Seller further represent that those signing this Contract constitute all of the owners of the Property, together with their respective spouses; that no work has been performed or improvements constructed that may result in future assessments; 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. All representations contained in this Contract shall survive the Closing for a period of one (1) year.

10. ACCEPTANCE; CLOSING. This Offer shall remain open for acceptance until March 30, 2007 at 4:59 p.m. The Closing for the delivery of the Deed and payment of the Purchase Price shall be on or before April 16, 2007. 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 Purchaser and Seller shall designate the time and place of Closing; provided, however, in the event of a failure to agreement as to the time and place for the closing, Purchaser must designate some place in Montgomery County, Ohio. Closing costs shall be borne equally by the parties.

12. GENERAL PROVISIONS. Upon acceptance, this Offer shall become a complete agreement binding upon and inuring to the benefit of 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 shall not be valid and binding upon the parties unless in writing signed by both parties. Time is of the essence of all provisions of this Contract.

13. BROKER'S COMMISSIONS. There is no real estate commission due to any real estate broker.

Witness:

City of Centerville, Ohio, an Ohio municipal corporation

Carol A. Licks

By:

Gregory B. Horn
City Manager
PURCHASER

Make Deed To: City of Centerville, Ohio

ACCEPTANCE

Date: _____, 2007

The undersigned Seller accepts the foregoing Offer.

Witness:

GE Capital Franchise Finance Corporation

By: _____
SELLER