

RESOLUTION NO. 34-06
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Susan Limesch ON THE 21st
DAY OF AUGUST, 2006.

**RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO
TAKE ALL STEPS AND EXECUTE ALL DOCUMENTS NECESSARY IN
ORDER TO AFFECT THE SALE OF REAL PROPERTY TO CONTINENTAL
PROPERTIES COMPANY, INC.**

WHEREAS, Council has determined that it would be in the best interest of its citizens to sell property located in the City of Centerville to Continental Properties Company, Inc.; and

WHEREAS, the City of Centerville has negotiated a sale of this real property to Continental Properties Company, Inc. upon terms acceptable to the City; 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 City Manager is hereby authorized and directed to enter into a Real Property Purchaser Agreement with Continental Properties Company, Inc., upon the terms and conditions set forth in the Agreement, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein, and to do any and everything necessary to carry out the terms of said Agreement.

PASSED THIS 21st day of August, 2005



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. _____, passed by the Council of the City of Centerville, Ohio on the 21st day of August, 2006.

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
Interim Municipal Attorney

REAL PROPERTY PURCHASE AGREEMENT

This Real Property Purchase Agreement (the "Agreement") is entered into as of the "Effective Date" (as defined in Section 22 below) by and between **THE CITY OF CENTERVILLE, OHIO**, a municipal corporation ("Seller"), and **CONTINENTAL PROPERTIES COMPANY, INC.**, a Wisconsin corporation, or its assigns ("Buyer"),

WITNESSETH THAT:

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer, upon the terms and conditions hereinafter set forth, a certain parcel of real property containing approximately 11 acres more or less, to be determined by a "Survey" (as defined in Section 2 below), owned by Seller, located in the City of Centerville, Montgomery County, Ohio, with the final legal description to be substituted for the legal description or outline of the property attached hereto as Exhibit "A", together with all access rights, privileges, easements and appurtenances pertaining thereto and all buildings or other improvements, trees, bushes, landscaping and foliage thereon (collectively, the "Property");

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Purchase Price.** Seller shall sell and transfer the Property to Buyer, and Buyer shall purchase the Property from Seller on the terms and conditions set forth in this Agreement. The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be Two Million and 00/100 Dollars (\$2,000,000.00) payable as follows:

a. **Earnest Money.** Within five (5) business days following the "Contingency Waiver Date" (as defined in Section 2 below), Buyer agrees to deposit in escrow with Chicago Title Insurance Co., Inc. (the "Title Company") to be held in an interest bearing account an earnest money deposit of Twenty Thousand and 00/100 Dollars (\$20,000.00). Earnest money together with all accrued interest thereon shall hereinafter be referred to as "Earnest Money". If this transaction closes, all Earnest Money shall be credited against the Purchase Price due hereunder. In the event this transaction does not close, the Earnest Money shall be disbursed as provided herein. The Title Company shall serve as the escrow agent ("Escrow Agent") and the parties agree to execute the "Escrow Agreement" attached hereto as Exhibit "B" within five (5) business days after the Effective Date.

b. **Balance of Purchase Price.** Buyer shall deliver the balance of the Purchase Price to Seller at the "Closing" (as defined in Section 6 below) in the form of a certified or cashier's check, or by electronic wire transfer or other immediately available funds, subject to adjustment for credits and prorations as set forth in this Agreement.

2. **Contingencies.**

a. **Inspections.** Commencing upon the Effective Date and continuing through one hundred eight (180) days following the Effective Date ("Contingency Waiver Date"), Buyer, and the employees, agents and contractors of Buyer shall have the right to study and investigate the Property in a manner deemed necessary by Buyer to determine whether the Property is suitable for Buyer's contemplated use ("Contingencies"). Through the Contingency Waiver Date, Buyer shall have the right to terminate this Agreement. Upon notice to Seller of such termination, the Title

Company shall promptly return the Earnest Money to Buyer. In the event Buyer shall fail to give notice to Seller of the satisfaction or waiver of all Contingencies on or before the expiration of the Contingency Waiver Date, the Contingencies shall be deemed to have been satisfied and this Agreement shall automatically move to Closing (as defined in Section 6 below). Earnest Money including all accrued interest shall immediately become nonrefundable to the Buyer and shall be disbursed to the Seller as provided herein.

Seller agrees to deliver to Buyer within fifteen (15) days after deposit of the Earnest Money a copy of Seller's existing title policy, any existing surveys and any other information, documents and materials relating to the Property that may be relevant to a reasonable buyer's decision to purchase the Property (collectively, "Seller's Reports").

b. **Title and Survey Review.** Buyer's obligations hereunder are further contingent upon the following:

(i) Buyer's approval of a survey of the Property, (the "Survey") prepared in accordance with the current standards of the American Land Title Association. Upon approval of the aforesaid Survey, the description of the Property shall be amended and conformed to the Survey and attached hereto as **Exhibit "A"**. Buyer shall order the Survey and pay the cost of the Survey. Buyer shall have until the expiration of the Contingency Waiver Date, but under no circumstances less than thirty (30) days following delivery of the Survey, to review the Survey and provide written objections thereto to be delivered to Seller in conjunction with Buyer's written objections to title delivered below.

(ii) Buyer's approval of all encumbrances, exceptions, requirements, terms and conditions shown on a commitment for an owner's policy of title insurance ("Title Commitment"), which policy shall be in the form of the current form of ALTA Owner's Policy of Title Insurance. Buyer shall have until the expiration of the Contingency Waiver to examine the Title Commitment and notify Seller of any objectionable matter or defect or any matter which adversely affects Buyer's proposed use of the Property ("Title Defect"). Seller shall exercise its best efforts, but under no circumstances less than 30 days, to correct or cure the Title Defect unless the Title Defect is capable of being cured by the payment of money, in which case Seller shall be obligated to cure and remove such Title Defect. If the Title Defect cannot be corrected to Buyer's satisfaction prior to the date set for Closing despite the Seller's best efforts, Buyer may, at its option: (i) declare this Agreement null and void and the Earnest Money shall be paid forthwith to Buyer and the parties shall have no further liability or obligation under this Agreement; (ii) waive such Title Defect and proceed to Closing with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount and proceed with Closing. If Buyer waives in writing such Title Defect and proceeds to Closing, such Title Defect shall be deemed to be a "Permitted Encumbrance".

Should Buyer fail to satisfy or be satisfied with any one or more of the Contingencies or should Buyer desire to terminate this Agreement on or before the end of the Contingency Waiver Date, then Buyer may, at Buyer's option, terminate this Agreement by giving written notice to Seller in accordance with the notice provisions herein. Upon such termination, the Earnest Money shall be refunded to Buyer, this Agreement shall be deemed null and void and of no further force or effect, and Buyer and Seller shall have no further rights, obligations or liabilities hereunder. In the event Buyer shall fail to give notice to Seller of the satisfaction or waiver of all Contingencies prior to the expiration of the Contingency Waiver Date, the Contingencies shall be deemed to have been satisfied and this Agreement shall automatically move to Closing (as defined in Section 6) and all Earnest Money shall be nonrefundable to Buyer. If Buyer has not

obtained any and all approvals in connection with any environmental permitting necessary for Buyer's intended development including, but not limited to, permits required to fill wetlands (the "Pending Approvals"), prior to the expiration of the Contingency Waiver Date, Buyer shall have the right to extend the Contingency Waiver Date for up to one (1) year following the Effective Date by giving Seller written notice prior to the expiration of the Contingency Waiver Date and providing evidence of application for all Pending Approvals. Upon expiration of the one (1) year period, if any Contingency is pending, Buyer shall have the right to extend the Contingency Waiver Date for up to two additional forty-five (45) day periods by giving Seller written notice prior to the expiration of the Contingency Waiver Date or first extension date, as applicable, and delivering to Seller an "Extension Fee" in the amount of \$10,000.00 for each such extension. Said Extension Fee shall be nonrefundable to Buyer, except for a default of Seller hereunder and/or Buyer's failure to satisfy any of the Contingencies herein, but shall otherwise remain applicable to the Purchase Price.

3. **Access and Cooperation.** Buyer, its agents, employees, contractors and designees, at any time after the Effective Date, and continuing through the "Closing Date" (as defined in Section 10 below), shall have the right to enter upon the Property for the purpose of conducting any and all inspections, studies and investigations of the Property desired by Buyer. Buyer shall indemnify and hold Seller harmless from and against any and all cost, expense, liability or damage arising out of: (i) any injury to any person or the Property attributable to Buyer's exercise of any of its rights hereunder (including, but not limited to, the entry upon the Property by Buyer or any of its agents or contractors); and (ii) any mechanics liens filed against the Property or claims or demands made against Seller for work performed by or on the behalf of Buyer. Buyer shall have the right, after the Contingency Waiver Date, to erect signs upon the Property relating to Buyer's development thereof.

4. **Representations.** Seller hereby represents to Buyer that as of the Effective Date and as of the Closing Date: (a) Seller has authority to execute this Agreement and to convey to Buyer fee simple title to the Property, including all mineral rights, in accordance with the terms of this Agreement, free and clear of all liens, encumbrances and other exceptions to title except for the Permitted Encumbrances; (b) no improvements have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property, and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Property; (c) Seller has received no notice of any action, litigation, or proceeding by any individual or governmental agency or proceedings in eminent domain against the Property; (d) to the best of Seller's knowledge, there are no underground storage tanks presently located on the Property and no underground storage tanks have been removed from the Property; (e) Seller has not received notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property or with respect to the use, occupancy or construction thereon; (f) during Seller's ownership of the Property no portion of the Property has been excavated, no landfill was deposited on or taken from the Property, no construction debris or other debris was buried upon any portion of the Property, and, to the best of Seller's knowledge, none of the foregoing has occurred with respect to the Property prior to the time Seller became the owner of the Property; no "Hazardous Substances," as that term is defined herein, have been treated, recycled, stored or disposed of on, under or at the Property and the Property is not in violation of any "Environmental Law" (as defined herein); (h) to the best of Seller's knowledge, there has been no release or threatened release of any Hazardous Substances from, at or to the Property; and (i) to the best of Seller's knowledge, there have been no activities on the Property that would subject Buyer to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws.

For purposes of this Agreement, the term "Environmental Laws" shall mean all federal, state and local laws including statutes, regulations, codes and other governmental standards, restrictions and requirements in effect now or at any time in the future or past relating to the use, storage, disposal, release, emission, dispersal, spilling, leaking, burial, migration, seepage, movement, discharge, management, investigation, remediation, regulation or otherwise relating to air pollutants, water pollutants, groundwater,

effluents, stormwater runoff, surface water runoff, the environment, Hazardous Substances or employee health and safety, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Occupational Safety and Health Act of 1970 (all as the same may have been amended), regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any state department of natural resources or state environmental protection agency.

For purposes of this Agreement, the term "**Hazardous Substances**" shall mean all hazardous, toxic, flammable, explosive or radioactive substances, wastes and materials; any pollutants or contaminants (including, but not limited to, petroleum products, asbestos, raw materials and natural substances that include hazardous constituents); and any other similar substances or materials that are regulated under Environmental Laws.

5. **Condemnation and Destruction.** In the event, at any time between the Effective Date and the Closing Date, all or any portion of the Property is condemned by any legal authority for any public use or purpose, Buyer may elect to either: (i) terminate this Agreement, in which event all Earnest Money paid by Buyer shall be immediately refunded by the Escrow Agent to Buyer, and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement; or (ii) collect all proceeds (or take an assignment from Seller of such proceeds) from any condemnation and have the terms of this Agreement remain in full force and effect and binding on the parties. In the event of a condemnation in which Buyer does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation. The Purchase Price shall be reduced by the amount of any award paid to Seller and not delivered to Buyer at or prior to Closing with respect to the portions of the Property so taken.

6. **Closing.** This transaction is to be closed at the office of the Title Company on the first business day which is thirty (30) days after Seller's receipt of Buyer's written waiver or acknowledgment of satisfaction of all the Contingencies set forth herein ("**Closing Date**"), or such other time or place as may be agreed to by Buyer and Seller. If the Closing Date shall be a Saturday, Sunday or legal holiday, then Closing shall occur on the next succeeding business day. For purposes of determining all prorations, the Closing Date shall be inclusive of said date.

a. **Prorations.** All real property ad valorem taxes shall be prorated on the basis of the Montgomery County, Ohio short pro-ration method as of the Closing based upon the net general real estate taxes for the current year, if known, otherwise for the preceding year. All other assessments levied against the Property as of the Closing Date shall be paid on the basis of a standard long pro-ration method employing a 365-day year. In the event there exist any "greenbelt," "roll-back" or other deferred taxes, the payment of which becomes retroactive to the period of Seller's ownership of the Property or any time prior thereto, pursuant to a change in zoning, use or ownership, such retroactive taxes shall be paid by Seller at Closing. Interest, rents, water and sewer use charges, if any, shall be prorated as of the Closing Date. Accrued income and expenses, including taxes for the Closing Date, shall accrue to Seller.

b. **Conveyance Documents.** At Closing, Seller shall, upon payment of the Purchase Price, convey fee simple title to the Property, to Buyer, including all mineral rights, by limited warranty deed (the "**Deed**"), free and clear of all liens and encumbrances except the Permitted Encumbrances, easements for public utilities serving the Property recorded prior to the Effective Date, and general real estate taxes levied in the year of Closing. Seller shall also deliver or cause to be delivered at Closing: (i) an affidavit or certificate stating that Seller has possession of the Property

and stating, other things which may be required by the Title Company, that either: (a) there have been no improvements, additions, alterations, repairs or any changes of any kind whosoever made to the Property during the applicable statutory period for the filing of a mechanic's lien preceding the Closing; or (b) if there have been any of the aforementioned activities that all lien holders or potential lien holders in connection with such activities have been paid in full; (ii) a Certificate of Non-Foreign Status (FIRPTA Certificate) in the form required by the I.R.C.; (iii) a closing statement; and (iv) such other documents and instruments reasonably requested by the Title Company to consummate the transactions contemplated by this Agreement. Legal and exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

c. **Closing Costs.** Closing costs shall be paid by the parties as set forth below; however, in the event any change or fee is not covered herein, the charge or fee shall be paid according to local custom.

(i) Seller shall pay Seller's attorneys' fees, recording fees on recordable sale documents, the premium for an ALTA Owner's Policy of Title Insurance (the "Title Policy") with so-called "Gap" endorsement, Deed tax and one half of escrow fees and closing fees, if any.

(ii) Buyer shall pay Buyer's attorneys' fees, one-half of all escrow fees and closing fees, if any, and the cost of any endorsements to the Title Policy other than the Gap endorsement.

7. **Default.**

a. **Seller's Default.** In the event the purchase and sale is not consummated because of Seller's failure to perform Seller's obligations under this Agreement or in the event of any other default by Seller or in the event that any of the matters Seller has represented are determined to be inaccurate, Buyer shall have the right to give notice terminating this Agreement, in which case all Earnest Money paid in connection with this Agreement shall be returned by the Title Company to Buyer. The buyer shall have no further recourse to the Seller.

b. **Buyer's Default.** In the event the purchase and sale is not consummated because of default by Buyer under the terms of this Agreement, the Title Company shall deliver the Earnest Money paid hereunder including all interest to Seller and Seller shall be entitled to recover all of Seller's costs related to Seller's obligations under this Agreement as liquidated damages. Seller and Buyer hereby agree that it would be impossible to ascertain damages accruing to Seller as a result of a default buy Buyer under this Agreement. The payment of said liquidated damages, therefore, shall constitute Seller's sole and exclusive remedy against Buyer and shall be in lieu of the exercise by Seller of any other legal or equitable right or remedy (including specific performance) which Seller may have against Buyer as a result of Buyer's default, all of which are hereby expressly waived by Seller.

8. **Brokers.** Buyer shall pay commissions or brokerage fees arising out of this transaction contemplated by this Agreement and hereby indemnifies, defends and holds Seller harmless from and against any and all loss, cost or expense incurred by Buyer arising from any claim for commissions or brokerage fees.

9. **Assignment.** This Agreement may not be assigned or transferred by either party.

10. **Captions, Gender.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section, nor in any way affect this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless this Agreement requires otherwise.

11. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, where the Property is located.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, oral or written are superseded hereby.

13. **Time of Essence.** Buyer and Seller hereby agree that time is of the essence with regard to the terms and conditions of this Agreement.

14. **Binding Effect.** Seller and Buyer hereby acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms and conditions set forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Agreement. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto.

15. **Notices.** Any notice or election herein required or permitted to be given or served by any party hereto upon the other shall be in writing and delivered by a national courier service such as Federal Express or sent by United States certified or registered mail, postage prepaid, addressed as follows:

If to Seller:
The City of Centerville, Ohio
Attn: Gregory B. Horn, City Manager
100 West Spring Valley Road
Centerville, Ohio 45458

If to Buyer:
Continental Properties Company, Inc.
Attn: Legal Department
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051

or to such other address as any party may from time to time designate by notice in writing to the other party delivered in accordance with this Section. Any such notice if mailed as provided herein shall be deemed to have been given or served on the date mailed and shall be deemed to have been received upon the expiration of two (2) business days after the date of mailing or upon actual receipt by the receiving party. Any notice delivered by courier shall be deemed to have been given or served upon the party to whom delivered upon the delivery date. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

16. **Development of the Property.** Buyer shall initiate development of the entire Property within twelve (12) full calendar months following the Closing Date. Plans and specifications for improvements shall, prior to commencement of construction thereof, be submitted to the Economic Development Administrator for the City of Centerville, Ohio ("Approval Plan"). Any and all buildings,

additions, structures, appurtenances and other improvements including sidewalks, adjacent streets hereafter erected, constructed, or situated upon the Property shall be the property of Buyer. Buyer shall submit a development plan consistent with the overall style and character of the adjacent "Yankee Trace Development". Should Buyer fail to commence development of the Property by the end of the twelve (12) month period following Closing, Seller shall retain the right to repurchase the Property at the Purchase Price until Buyer commences development of the entire parcel under an approved development plan. Seller shall retain a right of first refusal to repurchase the Property should Buyer list or offer the Property for sale prior to its development. Seller's rights under this Section shall survive the Closing.

17. **Waiver.** The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant unless said term, condition, or covenant be specifically waived by language contained in this Agreement.

18. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

19. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

20. **Counterparts, Separate Signature Pages, Facsimile Signatures.** This Agreement may be executed in two (2) counterparts, by separate signature pages, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile signatures together shall constitute one and the same Agreement.

21. **Date of Agreement.** If this Agreement is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it to the other party. Said offer shall expire at 5:00 p.m., EST, on the sixtieth (60th) day following execution by Seller, unless by that time two (2) copies of this Agreement executed by Buyer, have been delivered to Seller. The "Effective Date" of this Agreement shall be the date upon which it is accepted by Buyer as indicated on the signature pages hereto.

22. **Business Days.** In the event that any date described in this Agreement for the performance of an action required hereunder by Seller, Buyer and/or the Title Company falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

CONTINENTAL PROPERTIES COMPANY, INC.,
a Wisconsin corporation

By: _____
Printed Name: Daniel J. Minahan
Title: President

Agreement

Agreement executed this ____ day of _____, 2006.

SELLER:

THE CITY OF CENTERVILLE, OHIO

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Acceptance

Agreement accepted this ____ day of _____, 2006.

EXHIBIT A

The Property

EXHIBIT B
Earnest Money Escrow Agreement

Escrow Number: _____

The undersigned Seller, Buyer and Escrowee hereby agree that Buyer shall deposit with Escrowee the earnest money of Twenty Thousand and 00/100 Dollars (\$20,000.00) (the Funds) and any additional earnest money called for by the attached Contract dated _____, 2006, as amended if amended (the Real Property Purchase Agreement) to be held by Escrowee until the occurrence of one of the following:

1. On closing of the sale of real estate as described in the Real Property Purchase Agreement, Escrowee shall deliver the Funds to Seller as part of Buyer's purchase money.

2. On receipt of a notice from Buyer or Seller as described in the Real Property Purchase Agreement instructing you to deliver the Funds. Escrowee shall hold the Funds for 30 days without disbursement. If on the 30th day Escrowee shall not have received a notice from the other party contradicting such instruction (a Contradicting Instruction), Escrowee shall deliver the Funds to the requesting party. In such event, Escrowee shall have no further liability hereunder. In the event Escrowee receives a Contradicting Instruction before having delivered the Funds to the requesting party, Escrowee shall continue to hold the Funds until the happening of one of the following;

a. Receipt by Escrowee of joint instructions from Buyer and Seller to deliver the Funds to a named party; or

b. Delivery of the Funds by Escrowee, at Escrowee's sole discretion, and at anytime after receipt of a Contradicting Instruction, to a court of competent jurisdiction. Such delivery may be by interpleader or other writ or petition. Buyer and Seller agree that, after the Funds are delivered to court under this paragraph, Escrowee shall have no further liability hereunder and shall not be a necessary or permitted party in any action brought regarding the Funds; or

c. Entry and receipt by Escrowee of an order of a court of competent jurisdiction ordering Escrowee to deliver the Funds.

3. After the date for closing in the Real Property Purchase Agreement and Escrowee has not received a notice as described under (2) above, Escrowee may, at Escrowee's sole discretion, deliver the Funds to a court of competent jurisdiction as described in (2)(b) above.

This Agreement shall be subject to and controlled by the terms of the Real Property Purchase Agreement. Whenever the Real Property Purchase Agreement shall refer to Broker in connection with earnest money, "Broker" shall be read to mean the Escrowee.

Escrowee shall not be liable for any acts or omissions done in good faith. Buyer and Seller hold Escrowee harmless for all out-of-pocket expenses incurred by Escrowee, as to all reasonable actions taken

in accordance with this Agreement.

This Agreement may be executed by the parties hereto in counterpart. When each party has executed a copy of the release, the executed copies taken together shall have the same force and effect as if executed in one document.

SELLER

BUYER

THE CITY OF CENTERVILLE, OHIO

**Continental Properties Company, Inc.,
a Wisconsin corporation**

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: Daniel J. Minahan
Title: President

By: _____
Printed Name: _____
Title: _____

Address:
100 West Spring Valley Road
Centerville, Ohio 45458

Address:
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051

(937) 428-4766
Phone

262-502-5500
Phone

Dated: _____

Dated: _____

Escrowee

Chicago Title Insurance Co.

By: _____

Waukesha, Wisconsin
Phone: (262) 796-3800
Fax: (262) 796-3878



- ▶ Summary
- Residential
- Tax Summary
- Special Assessments
- Permits
- Commercial
- Out Buildings
- Sketch
- Map

PARID: 068 01116 0016
JUR: 000
CITY OF CENTERVILLE

CITYNAME: NBHD: C2100000

ROLL: RP
YANKEE ST

Tax Year: 2005

CURRENT RECORD

1 of 1

[Return to Search Results](#)

Variance

Pay Taxes

Printable Version

Owner

Name CITY OF CENTERVILLE

Mailing Address 100 W SPRING VALLEY PIKE

City, State, Zip CENTERVILLE, OH 45458 3760

Mailing

Name CITY OF CENTERVILLE

Mailing Address 100 W SPRING VALLEY PIKE

City, State, Zip CENTERVILLE, OH 45458 3760

Legal

Legal Description 1997 ANNEXATION
VAC ROADWAY

Land Use Description E - EXEMPT PROPERTY OWNED BY MUNICIPALS

Acres 10.505

Deed 1994-00742D004

Values

Assessed Values	100%	35%
Land	\$430,180	\$150,560
Improvements	\$0	\$0
CAUV	\$0	\$0
Total	\$430,180	\$150,560

Tax District/School District

Tax District Name WASH TWP-CENTERVILLE CITY-CENTERVILLE SD

School District

Current Year Rollback Summary

10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

Current Year Assessments

41100-MCD/AP MCD/AQUIFER PRES SUBD \$4.14

Tax Summary

Year	Delinquent	Delq Pmts.	1st Half	Payment	2nd Half	Payment	Total Currently Due
2005	\$0.00	\$0.00	\$4.14	-\$4.14	\$0.00	\$0.00	\$0.00

EMHT

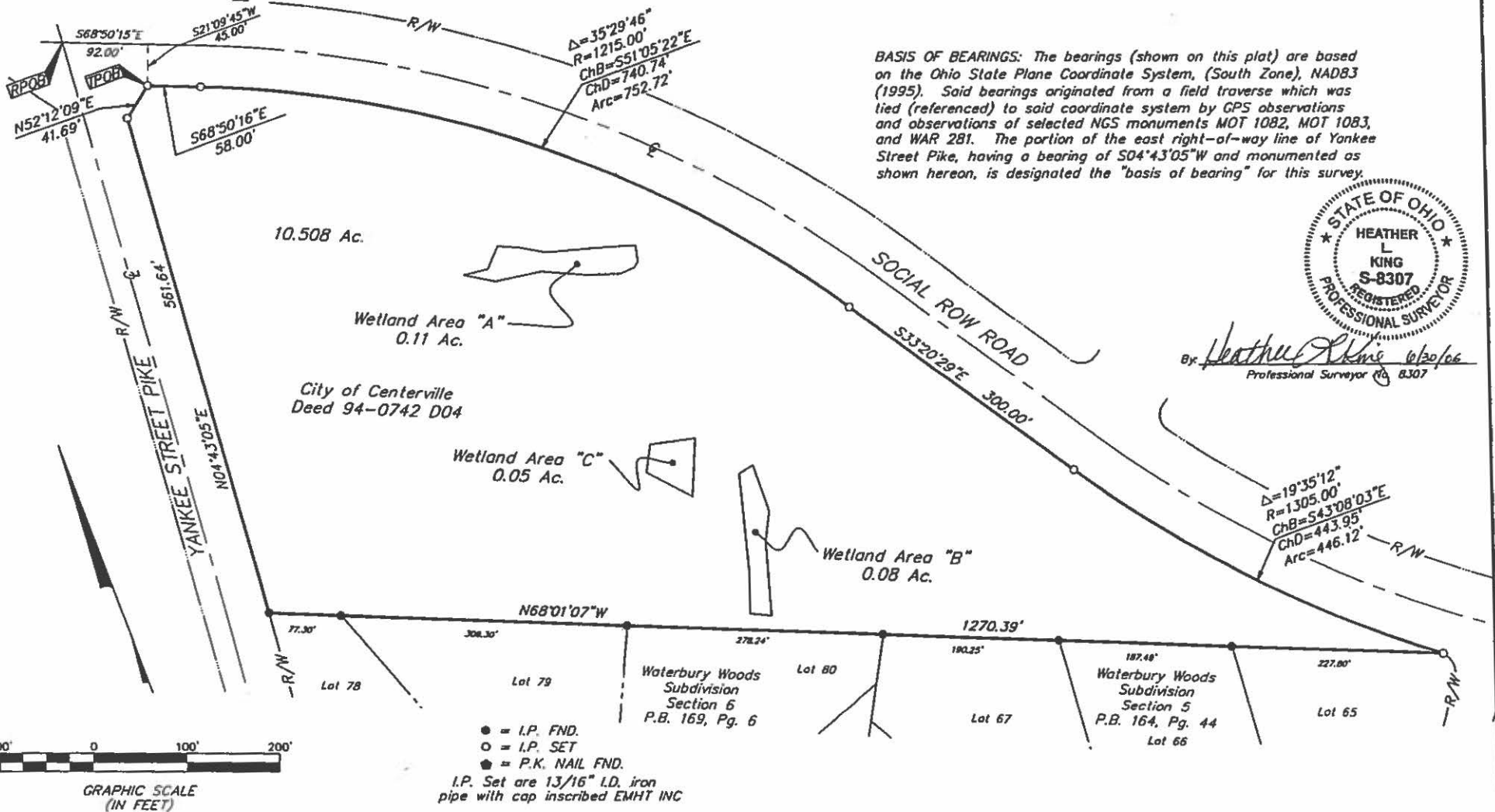
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 3300 New Albany Road, Columbus, OH 43054
 Phone: 614.778.4380 Fax: 614.775.4800

SURVEY OF ACREAGE PARCEL SECTION 4, TOWNSHIP 2, RANGE 5 BETWEEN THE MIAMI RIVERS SURVEY CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO

Date: June 29, 2006

Scale: 1" = 100'

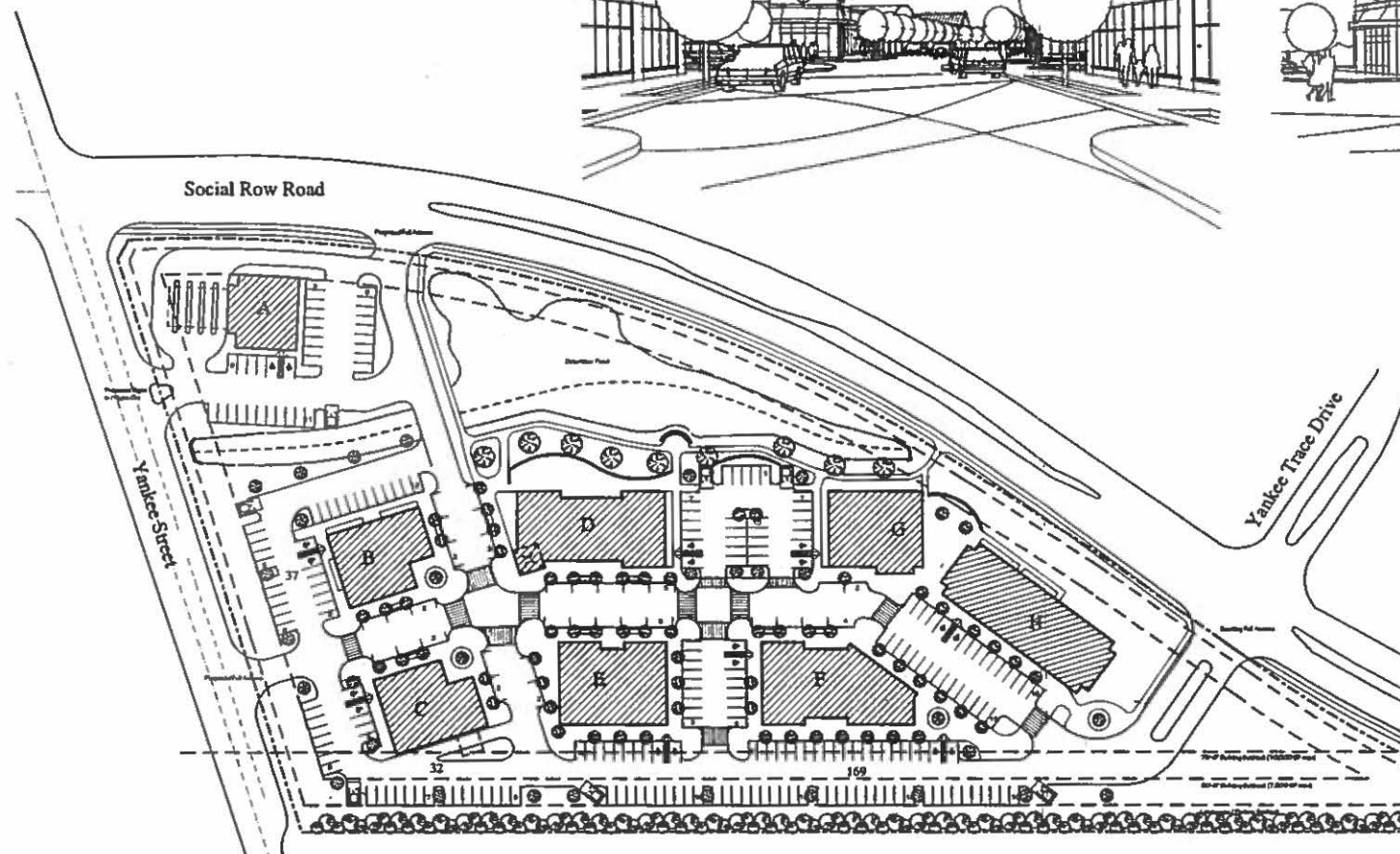
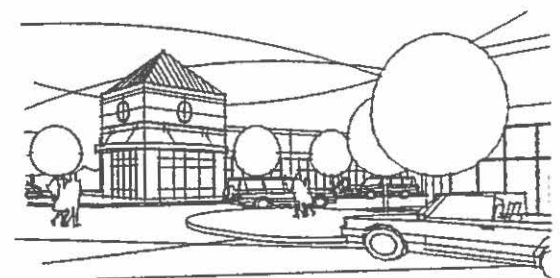
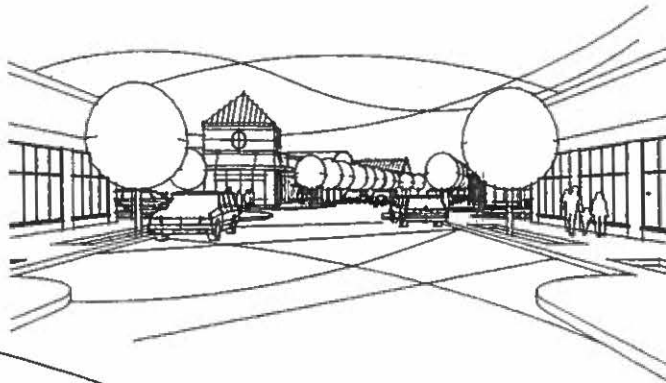
Job No: 2006-1032



BASIS OF BEARINGS: The bearings (shown on this plot) are based on the Ohio State Plane Coordinate System, (South Zone), NAD83 (1995). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected NGS monuments MOT 1082, MOT 1083, and WAR 281. The portion of the east right-of-way line of Yankee Street Pike, having a bearing of S04°43'05"W and monumented as shown hereon, is designated the "basis of bearing" for this survey.



By: *Heather L. King* 6/30/06
 Professional Surveyor No. 8307



ARCHITECTURAL SITE PLAN

© 2006 Kenneth J. Seidl, Registered Architect
 This Architectural Site Plan has been prepared by the Architect for Concept Design purposes only, and is intended for zoning review by the City of Centerville Planning Department.
 Complete Civil engineering drawings have been prepared by 1 and shall be submitted for review by the appropriate agencies.
 Please refer to the Civil Engineering documents for final building placement, showing lot grading, parking, site easements / easements, utilities, etc.
 Please refer to the Landscaping drawings prepared by 1 for final landscaping design plan, including species, size, quantity, etc. of selected plantings.

KEY BUILDING DATA

Building "A" - 4,310 SF
 32 parking spaces provided (includes 2 "non-traditional" accessible parking spaces)
 Parking Ratio - 1 space per 132 SF or 6.17 spaces per 1,000 SF

Building "B" - 2,903 SF
 Building "C" - 5,903 SF
 Building "D" - 3,294 SF
 Building "E" - 7,623 SF
 Building "F" - 5,873 SF
 Building "G" - 6,562 SF
 Building "H" - 13,670 SF

Total (B-H) - 34,369 SF Building Area
 234 parking spaces provided (includes 16 "non-traditional" accessible parking spaces)
 Parking Ratio - 1 space per 228 SF or 4.38 spaces per 1,000 SF

Total Site - 94,699 SF Building Area
 273 parking spaces provided (includes 16 "non-traditional" accessible parking spaces)
 Parking Ratio - 1 space per 213 SF or 4.65 spaces per 1,000 SF



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 Centerville, Ohio

COMMISSION NO: 06-007
DATE:
 30 May 2006
SHEET NUMBER:
A-0.1

