

RESOLUTION NO. 13-91

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN James Singer ON THE
20th DAY OF May, 1991.

A RESOLUTION RATIFYING THE ACTION TAKEN BY
THE CITY MANAGER IN EXECUTING A CONTRACT FOR
THE PURCHASE OF PROPERTY OWNED BY DOROTHY D.
GERBER AND AMY L. AND BRUCE TROWMAN IN THE
CITY OF CENTERVILLE, OHIO.

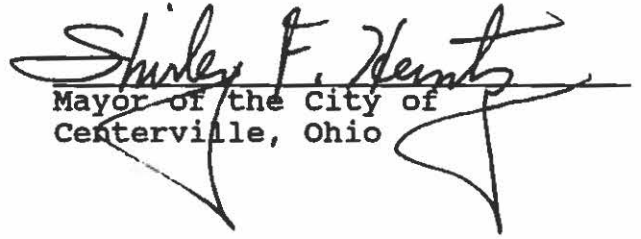
WHEREAS, on May 9, 1991, the City Manager of
Centerville, on behalf of the City of Centerville, executed a
Real Estate Purchase Contract for property described herein by
Exhibit "A" and Exhibit "B" attached hereto, and commonly known
as the Gerber Property for a total purchase price of \$660,000.00,
a copy of said contract is attached hereto, incorporated herein
and made a part hereof; and

WHEREAS, the Council of the City of Centerville, Ohio,
determined that said agreement was fair in all respects to said
City and that it was in the best interests of the City to make
said purchase for municipal purposes.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

SECTION 1. That the action taken by the City Manager
in executing a Real Estate Purchase Contract for the property
described herein by Exhibit "A" and Exhibit "B" attached hereto,
and incorporated herein, commonly known as the Gerber Property,
is hereby ratified in all respects.

PASSED this 20th day of May, 1991.


Mayor of the City of
Centerville, Ohio

ATTEST:


Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 13-91, passed by the Council of the City of Centerville, Ohio, on the 20th day of May, 1991.


Clerk of Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

CONTRACT TO PURCHASE REAL ESTATE

The City of Centerville, Ohio, hereinafter referred to as "Purchaser", hereby offers to purchase, on the following terms and conditions, the following described property in the City of Centerville, County of Montgomery and State of Ohio and located at 166 North Main Street, Centerville, Ohio and containing 3.96 acres more or less. The property shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures in their present condition.

Purchaser agrees to pay for said property the sum of ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) payable as follows: cash at the date of closing and upon delivery of deed, less TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) previously paid to Seller by Purchaser for an option to purchase such property and which sum is to be deducted from the total purchase price.

Seller shall furnish a general warranty deed conveying to purchaser, a merchantable title to the property with dower rights, if any, released, subject to all legal highways, and free and clear of all liens, rights to take liens, and encumbrances whatsoever, except (a) all restrictions of record and any agreements, reservations and easements of record, (b) zoning restrictions, if any, (c) such taxes and assessments as purchaser is to pay as provided herein, and rights of tenants in possession, if any.

Purchaser shall pay a pro-rata share of the semi-annual installment of taxes and assessments, both general and special, including respread or reassessed assessments, becoming due and payable in June, 1991, and all such taxes and assessments becoming due and payable thereafter. The warranty shall not include such pro-rated installment. In pro-rating, seller shall pay 1/360th of the total taxes and assessments shown on the two most recent semi-annual tax duplicates for each day since the previous December to and including the date of delivery of deed. Seller shall pay her pro-rated share in cash to the purchaser or deduct same from the purchase price at the time of closing.

This offer shall remain open for acceptance only until May 9, 1991, at 9:00 P.M., E.S.T. The closing date for delivery of deed and payment of the balance of the purchase price is anticipated to be held on May 9, 1991, or soon thereafter as possible, but not to exceed thirty days from the date of this offer.

MAKE DEED TO: City of Centerville, Ohio

Executed this 9th day of May, 1991.

CITY OF CENTERVILLE

BY 

ACCEPTANCE

The undersigned seller hereby agrees to and accepts the foregoing offer, and warrants that those signing this acceptance constitute all of the owners of the said property, together with their respective spouses.

DATE: May 9, 1991


Dorothy D. Gerber

CONTRACT TO PURCHASE REAL ESTATE

The City of Centerville, Ohio, hereinafter referred to as "Purchaser", hereby offers to purchase, on the following terms and conditions, the following described property in the City of Centerville, County of Montgomery and State of Ohio and located at 250 North Main Street, Centerville, Ohio and containing 4.5874 acres more or less. The property shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures in their present condition.

Purchaser agrees to pay for said property the sum of FIVE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$535,000.00) payable as follows: cash at the date of closing and upon delivery of deed, less TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) previously paid to Seller by Purchaser for an option to purchase such property and which sum is to be deducted from the total purchase price.

Seller shall furnish a general warranty deed conveying to purchaser, a merchantable title to the property with dower rights, if any, released, subject to all legal highways, and free and clear of all liens, rights to take liens, and encumbrances whatsoever, except (a) all restrictions of record and any agreements, reservations and easements of record, (b) zoning restrictions, if any, (c) such taxes and assessments as purchaser is to pay as provided herein, and rights of tenants in possession, if any.

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MAKE DEED TO: City of Centerville, Ohio

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CITY OF CENTERVILLE


BY 

ACCEPTANCE

The undersigned seller hereby agrees to and accepts the foregoing offer, and warrants that those signing this acceptance constitute all of the owners of the said property, together with their respective spouses.

DATE: 5/9, 1991


Amy Louise Trowman


Bruce Trowman