

RESOLUTION NO. 21-90
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER C. Mark Kuigser

ON THE 25th DAY OF JUNE, 1990.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO CARRY OUT THE TERMS OF A CERTAIN PURCHASE AGREEMENT ENTERED INTO ON MAY 21, 1990 BETWEEN THE CITY OF CENTERVILLE, OHIO AND THE CHARLES J. MERLINO AND BARBARA ANN MERLINO TRUST UNDER A TRUST AGREEMENT DATED DECEMBER 20, 1978 AND JOHN C. HACKMAN.

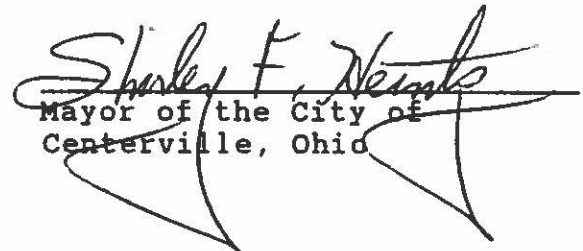
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized and directed to carry out the terms of the Offer to Purchase Real Estate executed on the 21st day of May, 1990, a copy of which is attached hereto, marked Exhibit A and incorporated herein.

Section 2. That the actions of the City Manager in entering into said Offer to Purchase Real Estate are hereby ratified and accepted as the duly authorized action of the City of Centerville.

Section 3. That the City Manager is hereby authorized and directed to make payment to Charles J. Merlino and Barbara Ann Merlino Trust under Trust Agreement dated December 20, 1978 and to John C. Hackman in accordance with the terms of said Offer to Purchase Real Estate.

PASSED THIS 25th day of June, 1990.


Mayor of the City of
Centerville, Ohio

ATTEST:


Clerk of Council
City of Centerville, Ohio

EXHIBIT "A"

Real Property - SITUATED IN OHIO [Entire Interest]

Situated in the Township of Washington, County of Montgomery and State of Ohio:

Being part of the Northeast Quarter of Section FOUR (4), Town TWO (2), Range FIVE (5), MRS, and described as follows:

Beginning at a stone at the southeast corner of said quarter; thence with the east line of said quarter, north ONE DEGREE (1°) FORTY MINUTES (40') east TWO THOUSAND THIRTY-THREE (2033) feet to a stone; thence north SEVENTY-TWO DEGREES (72°) FIVE MINUTES (5') west, TWO THOUSAND EIGHT HUNDRED SEVENTY (2870) feet to a stone on the east side of Yankee Street Road, TWELVE (12) feet more or less, east from the center line of the improved roadway; thence with said road, south ONE DEGREE (1°) NINETEEN MINUTES (19') west, ONE THOUSAND NINE HUNDRED NINETY-EIGHT (1998) feet to an iron pin on the south line of said quarter, and about on the center line of said road; thence with the south line of said quarter and along the center line of a country road south SEVENTY-ONE DEGREES (71°) TWENTY-ONE MINUTES (21') east, TWO THOUSAND EIGHT HUNDRED SEVENTY (2870) feet to the place of beginning.

Containing 127 acres more or less.

(Commonly known as 10268 Yankee Street, Centerville, Ohio)

RECORDED
 DIVISION, OHIO
 COUNTY OF MONTGOMERY
 FOR CONVEYANCE TRANSFER
 CH. J. NOT CHECKED
 B.D. DATE 6-2-90
 MAP DEPARTMENT

PRIOR DEED REFERENCE: BOOK 924 PAGE 591 of the Deed
 Records of Montgomery County, Ohio.

ACCEPTANCE

The undersigned Sellers hereby agree to and accept the foregoing offer, and warrant that those signing this Acceptance constitute all of the owners of said property, together with their respective spouses.

Date: 25 May, 1990

CHARLES J. MERLINO AND BARBARA
ANN MERLINO TRUST UNDER A TRUST
AGREEMENT DATED DECEMBER 20,
1978

By Charles J. Merlino
Charles J. Merlino, Trustee

and Barbara Ann Merlino
Barbara Ann Merlino, Trustee

John C. Hackman
John C. Hackman

Susan Hackman
Susan Hackman

cville:merlino

December 20th to and including the date of delivery of deed. Sellers shall pay one half of any agricultural recoupment of taxes not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00) and their prorated share in cash to the Purchaser or deduct same from the purchase price at the time of closing.

5. Water and utility bills, and any current operating expenses shall be prorated as of the delivery date of the deed; provided, however, that Sellers retain the right to farm the premises for the balance of the crop year 1990 and to retain any crops grown thereon. In such event, Sellers shall be responsible for any water and utility bills or current operating expenses in connection with said farming operation.

6. Upon acceptance of this offer, Purchaser and its agents and employees shall have the right to enter the premises for the purposes of making surveys and for environmental testing provided that Purchaser shall reimburse Seller for any damage or loss, including, but not limited to, crop loss.

7. This offer shall remain open for acceptance only until May 30, 1990, at 9:00 o'clock p.m. Eastern Daylight Time. The closing date for delivery of the deed and payment of the balance of the purchase price shall be on or before June 29, 1990 or as soon thereafter as possible, but not to exceed 15 days after the scheduled date for closing.

8. The earnest money deposit herewith shall be held to apply on the purchase price, and to be refunded to the Purchaser only if this offer is not accepted or if Sellers fail within the time stipulated to convey merchantable title as provided herein. If Purchaser defaults in completing this contract, the earnest money shall be paid to the Sellers.

9. No real estate commission shall be payable by Seller. Costs of title examination, deed preparation and recording fees shall be borne by Purchaser.

Witness:

Victor Sheer
Lee A. Aring

CITY OF CENTERVILLE

By Darryl E. Kenning
City Manager

Make Deed to City of Centerville, Ohio

OFFER TO PURCHASE REAL ESTATE

Executed at Centerville, Ohio, this 21st day of May, 1990.

1. The undersigned Purchaser hereby offers to buy, on the following terms and conditions, the following described property in Washington Township, County of Montgomery, State of Ohio, to-wit:

Being 127 acres more or less as more particularly described in Exhibit "A" attached hereto and such of the following as are now on the property: all electrical, heating, plumbing and bathroom fixtures, and all landscaping.

2. Purchaser agrees to pay for the property the sum of Two Million Ninety Five Thousand Five Hundred Dollars (\$2,095,500.00). The purchase price is payable as follows:

(a) The sum of Five Thousand Dollars (\$5,000.00) deposited with Sellers as earnest money herewith and

(b) The balance in cash, certified or cashier's check, on delivery of the deed.

3. Sellers shall furnish a general warranty deed conveying to Purchaser a merchantable title to the property with dower rights, if any, released, subject to legal highways, 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 in section 4 hereof, and (d) rights of tenants in possession.

4. Purchaser shall pay a prorated share of the semi-annual installment of taxes and assessments, both general and special, including re-spread or reassessed assessments, becoming due and payable in June, 1990, and all such taxes and assessments becoming due and payable thereafter. The warranty shall not include such prorated installment. In prorating, Sellers 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

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. 21-90, passed by the Council of the City of Centerville, Ohio on the 25th day of June, 1990.

Marilyn D. Sander
Clerk of the Council

Approved as to form, consistency with existing ordinances, the charter & constitutional provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

Approved as to form, consistency with existing ordinances, the charter & constitutional provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

Approved as to form, consistency with existing ordinances, the charter & constitutional provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

cville:resolution.10