

RESOLUTION NO. 27-90
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER J. V. Stone

ON THE 20th DAY OF August, 1990.

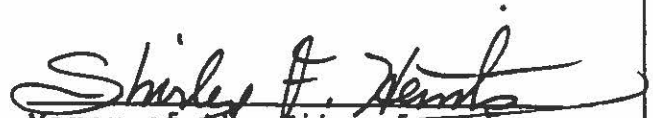
A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 123 WEST FRANKLIN STREET, CENTERVILLE, OHIO AND TO MAKE PAYMENT FOR SAME.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

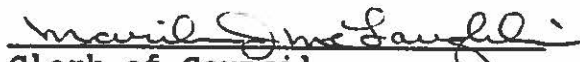
Section 1. That the City Manager is hereby authorized and directed to enter into a Contract to Purchase Real Property located at 123 West Franklin Street, Centerville, Ohio, a copy of which is attached hereto, marked Exhibit A and incorporated herein.

Section 2. Payment in accordance with the terms of said Contract is hereby authorized.

PASSED THIS 20th day of August, 1990.


Mayor of the City of
Centerville, Ohio

ATTEST:


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. 27-90, passed by the Council of the City of Centerville, Ohio on the 20th day of August, 1990.

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

Department of Law
Robert N. Farquhar
Municipal Attorney


Clerk of the Council

CONTRACT TO PURCHASE REAL ESTATE

Executed at Centerville, Ohio, this _____ day of _____, 1990.

1. The undersigned Purchaser hereby offers to buy on the following terms and conditions, the following described property in the City of Centerville, County of Montgomery and State of Ohio, to-wit: A 0.497 acre tract more or less located at 123 West Franklin Street, Centerville, Ohio. The property shall include the land and all appurtenant rights, privileges and easements.

2. Purchaser agrees to pay for said property the sum of Sixty-five Thousand Dollars (\$65,000.00) by certified or cashier's check on the 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 and zoning restrictions.

4. Purchaser shall have the opportunity at all reasonable times before the closing to enter on the premises for the purposes of making soil and environmental tests. Purchaser shall cause any damage thereby resulting to be repaired at Purchaser's expense. In the event that it is determined that there is an environmentally hazardous condition on the premises, Purchaser shall have the option to terminate this agreement. The option to terminate shall commence with Purchaser's receipt of an environmental assessment report which it has commissioned from Bowser-Morner Company and shall continue thereafter for a period of ten (10) days after which it shall expire. A copy of said Bowser-Morner Company report shall be furnished to Sellers immediately upon receipt by Purchaser and shall indicate the date Purchaser received same from Bowser-Morner Company.

5. There shall be no proration of taxes and Purchaser shall assume all existing taxes and assessments.

6. This offer shall remain open for acceptance only until _____, 1990, at 9:00 p.m. Eastern Daylight Time. The closing date for delivery of deed and payment of the balance of the purchase price shall be within ten (10) days after Purchaser's option to terminate on the basis of environmentally hazardous condition has expired or said option has been waived in writing by Purchaser.

7. Possession and occupancy is to be given with delivery of the deed.

IN WITNESS WHEREOF, the undersigned has executed this Contract to Purchase Real Estate on the date first above written.

Witness:

CITY OF CENTERVILLE

By _____
Darryl K. Kenning
Its City Manager

Make Deed to City of Centerville, 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: _____, 1990

Witness:

William Straughen

Margaret Straughen

cville:straughen