

RESOLUTION NO. 56-77  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN J. V. Stone ON THE 21st  
DAY OF NOVEMBER, 1977.

A RESOLUTION RATIFYING THE ACTION OF THE CITY MANAGER IN EXECUTING A CONTRACT FOR THE PURCHASE OF THE PROPERTY LOCATED AT 26 NORTH MAIN STREET, CENTERVILLE, OHIO, PRESENTLY OWNED BY ROGER E. BREWER AND COMMONLY KNOWN AS THE "TEMPLE PROPERTY" AND AUTHORIZING THE PURCHASE OF SAME.

WHEREAS, on October 28, 1977, the City Manager of Centerville, on behalf of the City of Centerville, executed an agreement to purchase the property located at 26 North Main Street, Centerville, Ohio, commonly known as the "Temple Property" for the sum of \$46,000.00, a copy of said agreement is attached hereto, incorporated herein and made a part hereof; and

WHEREAS, the Council of the City of Centerville, Ohio, has determined that said agreement is fair in all respects to the said City and that it would be in the best interests of the City to make said purchase for municipal purposes;

NOW, THEREFORE,

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

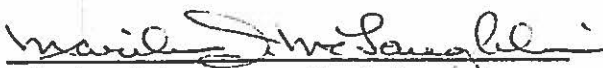
Section 1. That the action of the City Manager in executing the purchase agreement for the property located at 26 North Main Street, Centerville, Ohio, commonly known as the "Temple Property," a copy of which contract is attached hereto, marked Exhibit "A" and incorporated herein, is hereby ratified in all respects and the City Manager is further authorized and directed to carry out the terms of said contract and effect said purchase on behalf of the City of Centerville, Ohio, including the payment of the purchase price at the closing.

PASSED this 21st day of November, 1977.



Mayor of the City of Centerville, Ohio

ATTEST:

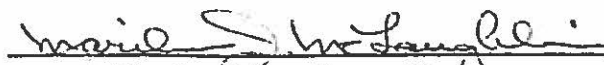


Clerk of the Council of the  
City of Centerville, Ohio

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions,  
Do. 11/21/77  
Robert N. Farquhar  
Municipal Attorney

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. 56-77, passed by the Council of the City of Centerville, Ohio, on the 21st day of November, 1977.



Clerk of the Council

CONTRACT TO PURCHASE REAL ESTATE

THIS AGREEMENT made by and between R. E. Brewer and Olive Fern Brewer, his wife, as "Sellers" and the City of Centerville, County of Montgomery, State of Ohio as "Purchaser" on this 27<sup>th</sup> day of October, 1977.

FIRST: "Sellers" represent they are owners of the fee simple title in and to the following described real estate in County of Montgomery, State of Ohio:

A tract in Section 25, Township 2, Range 6 East, in the City of Centerville, as shown on Exhibit "A" attached hereto, also known as the "Temple Property" at 26 North Main, with all permanent improvements thereon,

and agrees to sell the same to "Purchaser", and "Purchaser" agrees to purchase, at a price and under the terms and conditions herein.

SECOND: "Purchaser" shall have thirty (30) days from the date hereof in which,

(a) To determine and advise "Sellers" in writing whether or not it is willing to accept the title "as is". In making such determination, "Purchaser" may examine all records or papers that it may deem necessary relating to said real estate and while "Sellers" will cooperate, they will not assume any expense in procuring an abstract or other evidence of title.

(b) Should "Purchaser" elect to accept "Sellers" title, "Purchaser" shall also furnish written evidence that it has approval of its governing body to sign and perform this contract.

If "Purchaser" fails to comply with either (a) or (b) above, this contract shall stand terminated and of no effect, with neither party liable hereunder.

THIRD: If both of said conditions under Second are complied with, the further provisions of this contract shall apply.

(a) "Sellers" shall forthewith convey said real estate to "Purchaser" by warranty deed, free and clear of all encumbrances including liens for taxes for 1976 and prior years, except easements and restrictions of record, or provided for by ordinance, statute or law, or open and in use.

(b) "Purchaser" shall pay therefore the total of Forty-Six Thousand Dollars (\$46,000.00), payable Forty-Five Thousand Dollars (\$45,000.00) at the delivery of said deed to "Purchaser" and the balance (subject to adjustment for 1977 taxes) when "Sellers" deliver full possession of the property and the improvements as provided herein.

(c) At the time of delivery of the Warranty Deed and the initial payment on the purchase price, "Purchaser" shall receive all possessory rights to the real estate, except "Sellers" shall retain possession of the permanent improvements for a period of sixty (60) days from the delivery of said deed in order to remove and dispose of their personal property within said improvements, also retaining the right to ingress and egress for such purposes; but "Sellers" agree to fully cooperate with "Purchaser" in respect to the proper disposal of debris from the premises.

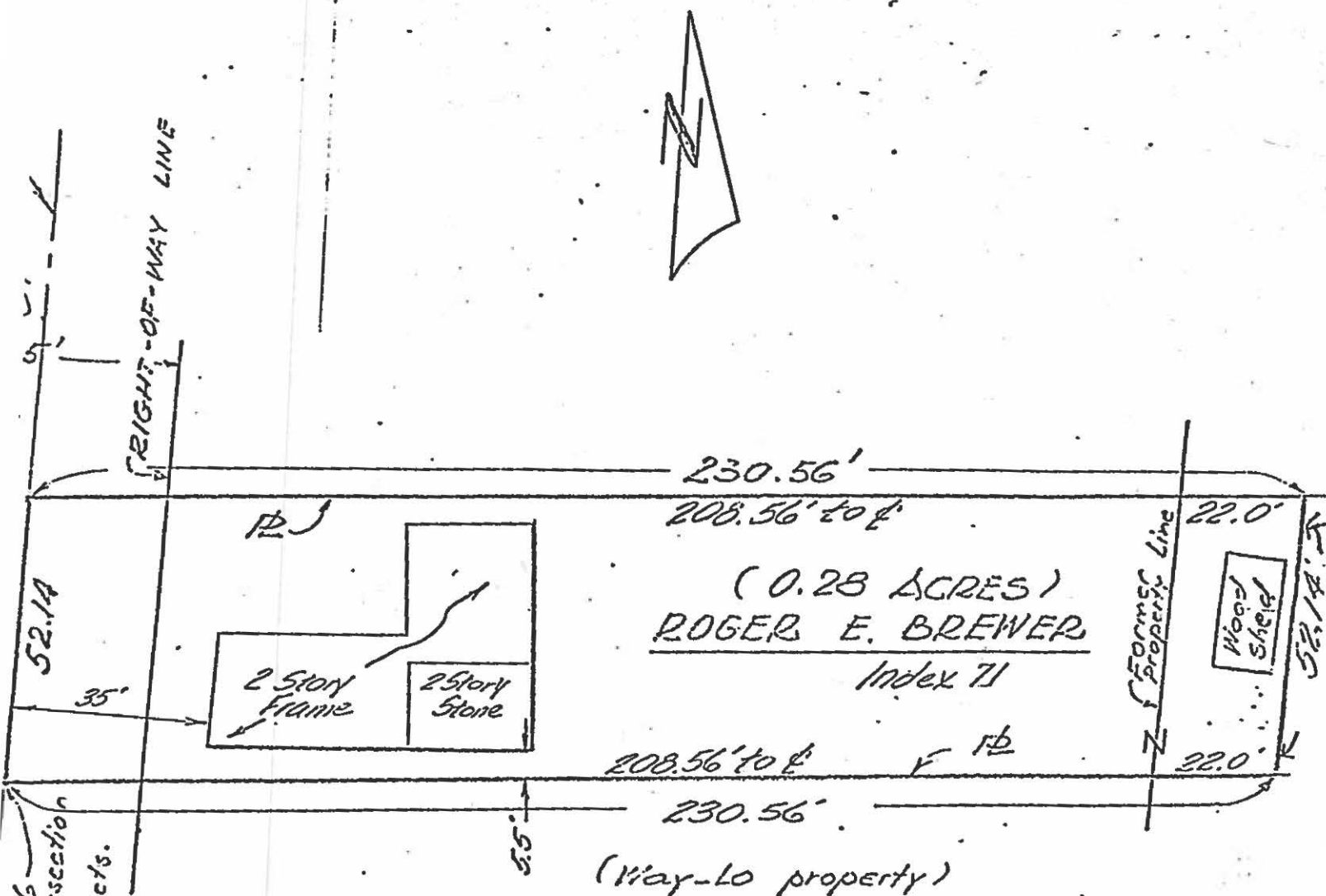
(d) All real estate taxes for the year 1977 shall be prorated and adjusted as of the date that "Sellers" fully surrender possessory rights retained, and the balance of the purchase price is paid by "Purchaser".

FOURTH: "Sellers" and "Purchaser" represent that neither is subject to or will pay a commission on this transaction.

the south one-half of lot 63 of the consecutive numbers of lots of the revised plat of said City, formerly known as the south one-half of lot 3 on Aaron Nutt's plat of the town of Centerville, said Aaron Nutt's plat being recorded at Plat Book 1, Page 20; together with twenty (20) feet taken by parallel lines off the west end of the south one-half of lot 68 of the consecutive numbers of lots of the revised plat of the City of Centerville, said lot 68 formerly have been lot 8 on Aaron Nutt's said plat of the town of Centerville as recorded in Plat Book 1, Page 20 of the Plat Records of Montgomery County, Ohio.

Prior Deed References: Deed Volume 867, Page 145 and Deed Volume 541 at Page 506.

SEE PLAT BELOW



MAP

Showing the Brewer-property, located in Sec. 25, Town 2, Range 6, N.R.S., City of Centerville, Montgomery County, Ohio. Deed Book 2525, Pg. 525; Auditors Book; Centerville #1, Page 3, Index 71. ~ Location and size of buildings approximate.

EXHIBIT "A"

IN WITNESS WHEREOF, this agreement is executed this 10/27/77  
day of October, 1977.

CITY OF CENTERVILLE, OHIO

"SELLERS"

R. E. Brewer

R. E. Brewer

BY

[Signature]

"PURCHASER"

Olive Fern Brewer

Olive Fern Brewer, his wife

By R. E. Brewer  
agent in fact.

Sworn to and subscribed before me this 27th day of October, 1977 in the  
City of Centerville, County of Montgomery and State of Ohio.

[Signature]  
Notary Public

MARLYN J. McLAUGHLIN, Notary Public  
In and for Montgomery County, Ohio  
My Commission Expires Sept. 29, 1979

