

RESOLUTION NO. 57-75

CITY OF CENTERVILLE, OHIO

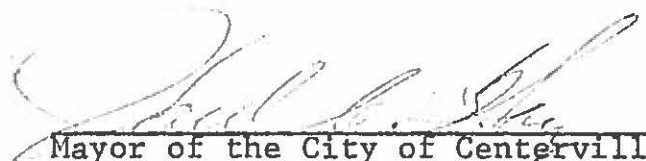
SPONSORED BY COUNCILMAN Charles McCallister,
ON THE 6th DAY OF OCTOBER, 1975.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY
MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE
OF A BUILDING FROM OAK CREEK SOUTH, INC. FOR
TWO HUNDRED TEN THOUSAND (\$210,000.00) DOLLARS.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:


Section 1. The City Manager is hereby authorized and directed
to enter into a contract with Oak Creek South, Inc. to purchase a
building situated on 2.0724 acres of land on Lot 1, South
Suburban Commercial Area Section 1 for a purchase price of Two
Hundred Ten Thousand (\$210,000.00) Dollars and the Director of
Finance, as fiscal officer of the City of Centerville, is further
authorized and directed to attach his certificate as to avail-
ability of funds to said contract in accordance with the provisions
of Section 5705.41 Ohio Revised Code at which time said contract
shall be deemed to be made. A copy of said contract is attached
hereto, marked Exhibit A and incorporated herein.

PASSED this 6th day of October, 1975.



Mayor of the City of Centerville, Ohio

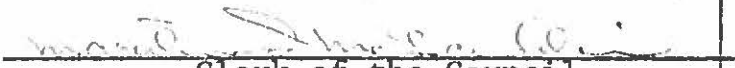
ATTEST:



Clerk of the Council of the
City of Centerville, Ohio

C E R T I F I C A T E

The undersigned, Clerk of the Council of the City of Center-
ville, Ohio, hereby certifies the foregoing to be a true and
correct copy of Resolution No. 57-75, passed by the Council
of the City of Centerville, Ohio, on the 6th day of October,
1975.



Clerk of the Council

Approved as to consistency
with city charter
charter of the City of Centerville, Ohio.

Municipal Agency

CONTRACT TO PURCHASE REAL ESTATE

Executed at Centerville, Ohio this ____ day of _____, 1975.

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, State of Ohio, to wit:

Being 2.0724 acres, more or less, plus improvements situated in lot 1, South Suburban Commercial Area-Section 1, City of Centerville, Montgomery County, Ohio; as found in Montgomery County Auditor's City of Centerville Map Book 8, Page 10, Index 1 and as same is described in Montgomery County Recorder's Deed Volume 2362, Pages 209-213.

The property shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures in their present condition, including, without limitation, such of the following as are now on the property: All electrical, heating, plumbing and bathroom fixtures, all window and door shades, blinds, awnings, flooring, linoleum, screens, storm windows and doors, all landscaping and the personal property situated on said premises but not a part thereof which are set forth in Exhibit A, attached hereto, made a part hereof and incorporated herein by reference.

2. Purchaser agrees to pay for said property the sum of Two Hundred Ten Thousand (\$210,000.00) Dollars payable at the time of the delivery of the deed.

3. This offer is contingent upon the following conditions which Purchaser at its sole option may elect:

(a) Ability to obtain financing in the amount of Two Hundred Ten Thousand (\$210,000.00) Dollars with interest not to exceed Five and one half (5 1/2%) percent per annum.

(b) This offer is also contingent upon the legally authorized certificate of availability of funds by the fiscal officer of the City of Centerville being affixed hereto and until said certificate is so affixed, this contract shall be executory and not deemed to be made within the provisions of Section 5705.41 Ohio Revised Code.

4. Seller shall furnish a General Warranty Deed conveying to the 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 all restrictions of record and any agreements, reservations and easements of record, zoning restrictions, such taxes as Purchaser is to pay as hereafter provided and Seller shall also furnish to Purchaser, at the date of closing, a certified corporate resolution of the Seller corporation showing authority of said corporation to sell said premises and the authority of the officers executing the deed.

5. Purchaser shall pay a prorated share of the semi-annual installment of taxes becoming due and payable in December, 1975, or June, 1976, if the closing of the sale does not occur before December 20, 1975, and all taxes and assessments becoming due and payable thereafter. The warranty shall not include such prorated installment. In prorating, the Seller shall pay 1/360th of the total taxes shown on the two most recent semi-annual tax duplicates for

each day since the previous June 20 or December 20, whichever shall apply, to and including the day of the delivery of the deed. Seller shall pay its prorated share in cash to the Purchaser or deduct same from the purchase price at the time of closing. Any and all water and utility bills shall be prorated as of the date of the delivery of the deed. Seller shall pay any assessments which are a lien on said property on the date of closing and if said payments can be made only in installment payments over a period of years, Seller shall pay the total of said installments remaining to Purchaser at closing.

6. Possession and occupancy of the premises shall be given to Purchaser upon the date of signing of this agreement by all parties to this agreement; provided, however, that Purchaser and Seller shall cooperate in the possession and occupancy of said premises with each party being entitled to possession and occupancy as the parties may agree up until the time of closing at which time the Purchaser shall have sole possession and occupancy.

7. If any buildings or any other improvements are substantially damaged or destroyed prior to the delivery of deed, Purchaser shall have the option (a) to receive the proceeds of any insurance payable in connection therewith, or (b) to terminate this agreement. Seller agrees to keep the property adequately insured against fire and extended coverage perils up to and including the date of delivery of deed.

8. This offer shall remain open for acceptance only until October 8, 1975 at 9:00 p.m., Eastern Daylight Time. The closing date for delivery of the deed and payment of the purchase price shall be on or before December 15, 1975, or as soon thereafter as possible, but not to exceed thirty days after said specified closing date.

9. The persons executing this offer and acceptance for the parties by said execution hereby represent that they are duly authorized in all respects to execute said offer and acceptance.

WITNESS:

CITY OF CENTERVILLE

By _____
Darryl K. Kenning, City Manager

Make deed to the City of Centerville, Ohio.

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 property, together with any respective spouses.

Date: _____, 1975

WITNESS:

OAK CREEK SOUTH, INC.

By _____

And _____

ATTACHMENT "A"

- 1 - Refrigerator, Frigidaire, 2 door, frostproof, yellow, FPD-121-TN.
- 1 - Black vinyl 3 section sofa.
- 2 - Black vinyl chairs, Scales Furniture Company.
- 1 - Bench seat 60" x 18" and pillow.
- 2 - End tables 20" x 28".
- 1 - Trophy case, 7' 10" x 61" x 18", with glass doors.
- 1 - Octagon 35" coffee table.
- 1 - Round top, hexagon base drum table.
- 1 - Bamboo leg, brass try type top table.
- 2 - Modern table lamps with matching vase.
- 1 - U-shaped conference table, 8' 4", with legs by 8' 4" across.
- 5 - Yellow vinyl chairs with metal legs for conference table - Quaker Furniture.
- 2 - Vinyl waiting room chairs, metal frame, Viko Furniture Company.
- 1 - Desk formica top, kidney shape, 84" x 48".
- 1 - Desk, formica top, 35" x 35".
- 4 - Motorola radios and antennas, 1 - portable, 1 - base, L-41-66-B-3100-A.
- 1 - 4' x 16' eating table, 4 - 8' x 12" benches.