

RESOLUTION NO. 7-74

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Russell Sweetman ON THE  
4th DAY OF MARCH, 1974.

A RESOLUTION RATIFYING THE ACTION OF THE CITY MANAGER  
IN EXECUTING A CONTRACT FOR THE PURCHASE OF 35.506  
ACRES MORE OR LESS FROM NORTHLAND CONSTRUCTION CO.  
FOR THE SUM OF \$168,650.00.

WHEREAS, pursuant to authority previously granted by the Council of  
the City of Centerville, the City Manager entered into a contract on February 26  
1974 with Northland Construction Co. for the purchase of 35.506 acres more  
or less situated in Section 30, Town 3, Range 5 MRS, Montgomery County,  
Ohio for the sum of \$168,650.00; and

WHEREAS, the Council of the City of Centerville believes that said  
purchase should be made in order that said land may be utilized for municipal  
purposes; and

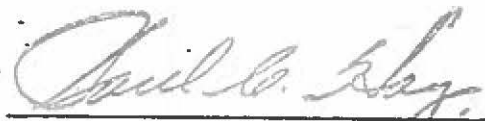
WHEREAS, the Council of the City of Centerville believes that said  
purchase price is fair in all respects and said contract should be ratified;

NOW, THEREFORE,

BE IT RESOLVED BY THE MUNICIPALITY OF CENTERVILLE:


Section 1. That the contract entered into between the City Manager of  
the City of Centerville and Northland Construction Co. on February 26, 1974  
for the purchase of 35.506 acres more or less situated in Section 30, Town 3,  
Range 5 MRS, Centerville, Montgomery County, Ohio for \$168,650.00, a copy  
of which is attached hereto, marked Exhibit A and incorporated herein by  
reference, is hereby ratified and the City Manager is hereby authorized and  
directed to do any and all things necessary to complete said purchase.

Passed this 4th day of March, 1974.



MAYOR - CITY OF CENTERVILLE, OHIO

ATTEST:

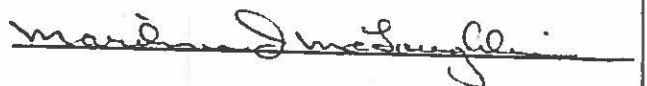
  
Clerk of the Council of the City  
of Centerville, Ohio

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

Department of Law  
Robert N. Farquhar  
Municipal Attorney

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio,  
hereby certifies that the foregoing is a true and correct copy of an ordinance  
passed by the Council of the City of Centerville, Ohio, on the 4th day of  
March, 1974.





CONTRACT TO PURCHASE REAL ESTATE
(Form Approved by the Dayton Area Board of Realtors)

Dayton, Ohio, Feb 26, 19 74

1. The undersigned purchaser hereby offers to buy through Joseph M. Williams, Realtor, on the following terms and conditions, the following described property in City of Centerville, County of Montgomery, State of Ohio, to-wit: being 35.506 acres, sec 30 T3 R 5 MRS City of Centerville, Ohio Revere Village Sec 3/4

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, attached linoleum, screens, storm windows and doors, television antenna, curtain rods, all landscaping and

2. Purchaser agrees to pay for said property the sum of One hundred sixty eight thousand six hundred fifty Dollars (\$168,650.00) payable as follows: (a) \$5000.00 deposited with Realtor as earnest money herewith, and (b) the balance of \$163,650.00 on delivery of the deed.

3. Seller shall furnish a general warranty deed conveying to purchaser, or nominee, 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) any mortgage assumed by purchaser, (b) such taxes and assessments as purchaser is to pay as provided in 4 hereof, (c) rights of tenants in possession, (d) zoning restrictions, (e) easements of record, (f) those restrictions of record which would not prevent purchaser from using said property for the following purpose: and (g) the following, viz:

4. Purchaser shall pay a pro-rata share of the semi-annual installment of taxes and assessments now of record, both general and special, including respread or reassessed assessments, becoming due and payable on June/December 20, 19 74, and all such taxes and assessments becoming due and payable thereafter. The warranty shall not include such pro-rated installment. Seller shall pay his pro-rated share in cash to the purchaser or deduct from the purchase price, at the time of closing.

5. Rentals, interest on any assumed mortgages, water and other utility bills, and any current operating expenses shall be pro-rated as of the delivery date of the deed. If the property is owner-occupied, possession and occupancy is to be given with deed, days after delivery of deed and utilities shall not be pro-rated as above but paid for by seller during occupancy.

6. If any buildings or other improvements are substantially damaged or destroyed prior to the delivery of the deed, purchaser shall have the option (a) to receive the proceeds of any insurance payable in connection herewith, or (b) to terminate this agreement. Seller, however, shall keep the property adequately insured against fire and extended coverage prior to the delivery of the deed to purchaser.

7. In consideration of Realtor's promise to endeavor to secure acceptance of this offer, this offer is to remain open for acceptance to and including the 4th day of March, 19 74, at 9:00 P.M. The closing date for delivery of the deed and payment of the balance of the purchase price shall be on or before April 4, 19 74, or as soon thereafter as possible, but not to exceed Apr. 15, 1974.

8. Purchaser has deposited five thousand Dollars (\$5000.00) with Jos. M. Williams, Realtor, as earnest money to be held by said Realtor to apply on the purchase price, and to be refunded to purchaser only if this offer is not accepted or if seller fails within the time stipulated to convey merchantable title as provided in 3 hereof. If purchaser defaults in completing this contract, the Realtor shall pay from the earnest money the Realtor's commission and any balance to the seller.

9. Upon acceptance, this offer shall become a complete agreement binding upon and inuring to the benefit of purchaser and seller and their respective heirs, successors, executors, administrators and assigns, and shall be deemed to contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing signed by both parties. Purchaser has examined the above described property and is relying solely upon such examination with reference to the earnings therefrom and the condition, character, utility, zoning and size of the land and improvements.

Any word used in this offer and the acceptance thereof shall be construed to mean either singular or plural as indicated by the number of signatures hereto. The purchaser hereby acknowledges receipt of a copy of this offer and acceptance.

WITNESS: [Signature]
MAKE DEED TO City of Centerville
Purchaser City of Centerville
Purchaser By: [Signature] James R. Smith
Address City Mgr. Phone

ACCEPTANCE Date: Feb 27, 19 74

The undersigned seller hereby agrees to and accepts the foregoing offer; and agrees to pay to Joseph M. Williams, Realtor, the sum of \$6000.00 of selling price at closing

Dollars (\$6000.00) in full of commission; and hereby authorizes Realtor to apply any earnest money toward the payment of such commission. If seller defaults in completing this contract, seller will pay Realtor the commission at once. Seller represents and warrants that those signing this acceptance constitute all of the owners of the title to the said property, together with their respective spouses. Seller hereby acknowledges receipt of a copy of this offer and acceptance.

WITNESS: [Signature]
Seller NORTH HAVO CONSTRUCTION
Seller [Signature]
Address V.P. Phone

DEPOSIT RECEIPT AND ACCEPTANCE Date: Feb 26, 19 74

Receipt is hereby acknowledged, as agent for seller, of \$5,000.00 earnest money, subject to the terms of the above purchase offer. The undersigned hereby agrees to endeavor to secure acceptance of the above offer.

Joseph M. Williams, Realtor By: [Signature] Joseph M. Williams
Phone 885-7659