

ORDINANCE NO. 99-220

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT TO PURCHASE WITH DAVID W. AND KAREN L. SOUTH FOR THE ACQUISITION OF PROPERTY LOCATED AT 690 MASON-MONTGOMERY ROAD, MASON, OHIO AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Mason, Ohio, **six (6)** members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a Contract to Purchase with David W. and Karen L. South for the acquisition of property located at 690 Mason-Montgomery Road, Mason, Ohio 45040, which property is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay the sum of \$132,840.00 to David W. and Karen L. South for the acquisition of said property, according to the terms of the Contract to Purchase, which is attached hereto as Exhibit "B" and incorporated herein by reference.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to close on the acquisition of the property at the earliest possible date.

Passed this 13th day of December, 1999.



Mayor

Attest:



Clerk of Council

12/15/99

CONTRACT TO PURCHASE

This Contract is entered into this 23RD day of DECEMBER, 1999, between Karen L. South and David W. South (hereinafter referred to as "Seller") and the City of Mason, Ohio, a municipal corporation, 202 West Main Street, Mason, Ohio 45040 (hereinafter referred to as "Purchaser").

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all property and improvements located at 690 Mason-Montgomery Road, which includes a house and approximately .75 acres of land, and also identified as Sidwell #16291000110, in the City of Mason, Warren County, Ohio (the "Property"). Purchaser intends to use the Property for municipal purposes.

The purchase and sale shall be completed on the following terms and conditions:

1. Price, Terms of Payment. The purchase price shall be \$132,840.00 for the Property. Purchaser shall pay the entire purchase price, in cash, at closing.

2. Possession Following Closing. Purchaser shall be entitled to possession by JUNE 1, 2000.

3. Conveyance and Closing. Purchaser agrees to pay all conveyance and closing costs. Seller agrees to convey marketable title to the Property by general warranty deed, in fee simple, free, clear and unencumbered, with release of dower, if any, on or before JANUARY 31, 2000. Real estate taxes shall be prorated through the date of closing.

4. No Brokers. Purchaser and Seller represent to each other that there are no brokers involved in this transaction who may make a claim for a commission on the sale of the Property.

5. Binding Effect. This contract shall be binding upon the heirs, successors and assigns of Purchaser and Seller.

6. Entire Contract. This contract represents the entire agreement between the parties. Any modifications to this contract shall be in writing, signed by both Purchaser and Seller, and attached to this contract.

WITNESSES:

Jean Bernard
(as to Karen L. South)

Deanna L. Heimann
(as to Karen L. South)

SELLER:

Karen L. South
Karen L. South

Joan Bernard
(as to David W. South)

Ryann L. Herman
(as to David W. South)

David W. South
David W. South

PURCHASER: CITY OF MASON

By: Scot F. Lahrmer
Scot F. Lahrmer
City Manager

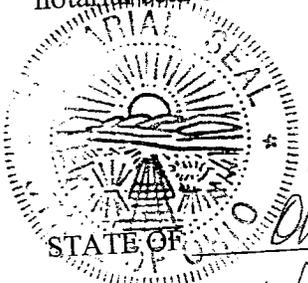
Joan Bernard
(as to Scot F. Lahrmer)

Ryann L. Herman
(as to Scot F. Lahrmer)

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED that on this 23rd day of December, 1999, before me, the subscriber, a Notary Public in and for said County and State, personally came Karen L. South, and acknowledged the signing of the foregoing instrument, and that the same is her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name affixed my notarial seal on the day and year first above written.



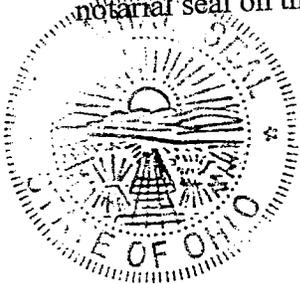
KENDRA L. TAYLOR
Notary Public, State of Ohio
My Commission Expires June 20, 2000

Kendra L. Taylor
Notary Public
My Commission Expires: June 20, 2000

STATE OF Ohio)
) SS:
COUNTY OF Warren)

BE IT REMEMBERED that on this 23rd day of December, 1999, before me, the subscriber, a Notary Public in and for said County and State, personally came David W. South, and acknowledged the signing of the foregoing instrument, and that the same is his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name affixed my notarial seal on the day and year first above written.



KENDRA L. TAYLOR
Notary Public, State of Ohio
My Commission Expires June 20, 2000

Kendra L. Taylor
Notary Public
My Commission Expires: June 20, 2000

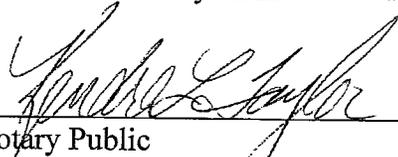
STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED that on this 23rd day of December, 1999, before me, the subscriber, a Notary Public in and for said County and State, personally came Scot F. Lahrmer, the City Manager of the City of Mason, who acknowledged that he did sign said instrument as such officer on behalf of said City and by authority of the City Council; that said instrument was signed as his free act and deed individually, and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name affixed my notarial seal on the day and year first above written.



KENDRA L. TAYLOR
Notary Public, State of Ohio
My Commission Expires June 20, 2000



Notary Public

My Commission Expires: June 20, 2000