

ORDINANCE NO. 2000-44

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT TO PURCHASE WITH KENNETH AND MARGARET CHAPPELL FOR THE ACQUISITION OF PROPERTY LOCATED AT 600 MASON-MONTGOMERY ROAD, MASON, OHIO

BE IT ORDAINED by the Council of the City of Mason, Ohio, **seven (7)** members elected thereto concurring:

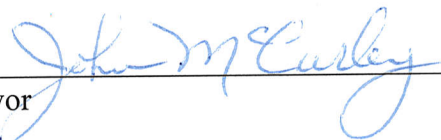
Section 1. That the City Manager is hereby authorized to enter into a Contract to Purchase with Kenneth and Margaret Chappell for the acquisition of property located at 600 Mason-Montgomery Road, Mason, Ohio 45040, which property is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay the sum of \$155,940.00 to Kenneth and Margaret Chappell 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.

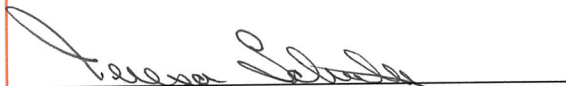
Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 10th day of April, 2000.

Mayor



Attest:



Clerk of Council

4/6/2000

Chicago Title Insurance Company

OWNER'S POLICY

SCHEDULE A

EXHIBIT A

Situated in Deerfield Township, Warren County, Ohio and being a part of Section 29, Town 4, Range 2 and bounded and described as follows:

Beginning at a point in center of Mason-Montgomery Road, County Road #21, said beginning point being the Northwest Corner of a tract of land containing 26.50 acre owned by J. Miller, witness a stake bears south 87 degrees 30' east 25 feet, thence with the center of County Road #21, North 3 degrees 54' east 153 feet to a point witness a stake bears south 87 degrees 30' east 25 feet thence on a new division lines as follows:

South 87 degrees 30' east 325 feet to a stake,
South 3 degrees 54' west 153 feet to a stake in the North line of said Miller, thence with this line
North 87 degrees 30' west 325 feet to the place of beginning, containing 1.14 acres.

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 2 page(s)

CONTRACT TO PURCHASE

This Contract is entered into this 7th day of April, 2000, between Kenneth Chappell and Margaret Chappell (hereinafter referred to as "Sellers") and the City of Mason, Ohio, a municipal corporation, 202 West Main Street, Mason, Ohio 45040 (hereinafter referred to as "Purchaser").

Sellers agree to sell to Purchaser and Purchaser agrees to purchase from Sellers all property and improvements located at 600 Mason-Montgomery Road, which includes a house and approximately 1.14 acres of land, and also identified as Sidwell #16291000060, 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 \$155,940 for the Property. Purchaser shall pay the entire purchase price, in cash, at closing.
2. Moving Expense: Purchaser agrees to pay \$3,000 at closing to Sellers for anticipated moving expenses.
3. Possession Following Closing: Purchaser shall be entitled to possession by December 31, 2000. In the event Sellers vacate the property prior to December 31, 2000, Sellers shall provide written notice of vacation and Purchaser shall be entitled to immediate occupancy.
4. Removal of Items: Sellers shall remove any and all items desired, including personal items and fixtures, from Property prior to possession.
5. Conveyance and Closing: Purchaser agrees to pay all conveyance and closing costs. Sellers agree 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 May 8, 2000. Real estate taxes shall be prorated through the date of closing.
6. Risk of Loss: Sellers agree that they will maintain, until the date of closing, fire and extended coverage insurance on the Property in an amount not less than the purchase price. In the event the Property is damaged or destroyed by fire or other casualty prior to closing, the Purchaser shall have the option of (a) accepting the Property in its damaged condition, in which event, Sellers shall assign, in full, the proceeds of the insurance as a result of said damage or destruction, or (b)

terminating this contract, in which event, any earnest money given by Purchaser shall be immediately returned to Purchaser and all obligations of Purchaser and Sellers shall terminate. The risk of loss or damage to the Property by any insurable casualty shall be assumed by Sellers until the date of closing.

7. No Brokers: Purchaser and Sellers represent to each other that there are no brokers involved in this transaction that may make a claim for a commission on the sale of the Property.
8. Binding Effect: This contract shall be binding upon the heirs, successors and assigns of Purchaser and Sellers.
9. 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 Sellers, and attached to this contract.

WITNESSES:

Sharon K. West
Jean Bernard

WITNESSES:

Sharon K. West
Jean Bernard

WITNESSES:

Patricia M. Connor
Cathy A. Prozier

SELLER:

[Signature]

SELLER:

Margaret Chappell

PURCHASER: CITY OF MASON

[Signature]
Scot F. Lahrmer, City Manager for
City of Mason

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

SHARON K. WEST
Notary Public, State of Ohio
My Commission Expires March 6, 2004

BE IT REMEMBERED that on this 7th day of April, 2000, before me, the subscriber, a Notary Public in and for said County and State, personally came Kenneth Chappell, 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.

Sharon K. West
Notary Public

My Commission Expires: 3/6/04

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

SHARON K. WEST
Notary Public, State of Ohio
My Commission Expires March 6, 2004

BE IT REMEMBERED that on this 7th day of April, 2000, before me, the subscriber, a Notary Public in and for said County and State, personally came Margaret Chappell, 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 written above.

Sharon K. West
Notary Public

My Commission Expires: 3/6/04

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

SHARON K. WEST
Notary Public, State of Ohio
My Commission Expires March 6, 2004

BE IT REMEMBERED that on this 13th day of April, 2000, 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.

Shawn K. West

Notary Public

My Commission Expires: 3/6/04