

ORDINANCE NO. 2000-55

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT TO PURCHASE WITH MILDRED SMITH, DAVID O. SMITH AND GLORIA JEAN MIGAL FOR THE ACQUISITION OF PROPERTY LOCATED AT 534 MASON-MONTGOMERY ROAD, MASON, OHIO

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

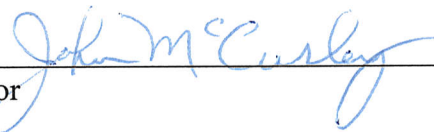
Section 1. That the City Manager is hereby authorized to enter into a Contract to Purchase with Mildred Smith, David O. Smith and Gloria Jean Migal for the acquisition of property located at 534 Mason-Montgomery Road, Mason, Ohio 45040, which property is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay the sum of \$118,456.00 to Mildred Smith, David O. Smith and Gloria Jean Migal 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 24th day of April, 2000.

Mayor



Attest:


Clerk of Council

4/19/2000

Chicago Title Insurance Company

COMMITMENT

SCHEDULE A

Case No. 1171

EXHIBIT A

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

Beginning at a point in the center of the Mason Montgomery Road, said beginning point bears S. 4° 09' W. 66.3 feet from the Northwest corner of a 3.40 acre tract as per Deed Book 194, Page 225, said beginning point is witnessed by an iron rod bears S. 87° 14' E. 30 feet; running thence South 87° 14' E. 325 feet to an iron rod in the East line of said 3.40 acre tract; thence S. 4° 09' W. 92 feet to an iron rod; thence N. 87° 14' W. 325 feet to a point in the center of the Mason Montgomery Road, witness an iron rod bears S. 87° 14' E. 30 feet; thence with the center of said road N. 4° 09' E. 92 feet to the place of beginning, containing six hundred and eighty-six thousandths (0.686) of an acre, subject to all legal highways.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 2 page(s)

Closed
4/28/00

Ord 2000-55

original to
Jennifer H
4/28/00

CONTRACT TO PURCHASE

This Contract is entered into this 25 day of April, 2000, between Mildred Smith (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 534 Mason-Montgomery Road, which includes a house and approximately .686 acres of land, and also identified as Sidwell #16291000020, 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 \$118,456 for the Property. Purchaser shall pay the entire purchase price, in cash, at closing.
2. Moving Expense: Purchaser agrees to pay \$4,000 to Seller for anticipated moving expenses.
3. Possession Following Closing: Purchaser shall be entitled to possession by August 1, 2000. In the event Seller vacates the property prior to August 1, 2000, Purchaser shall be entitled to immediate possession.
4. Removal of Items: Seller 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. 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 May 1, 2000. Real estate taxes shall be prorated through the date of closing.
6. Risk of Loss: Seller agrees that she 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, Seller 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 Seller shall terminate. The risk of loss or damage to the Property by any insurable casualty shall be assumed by Seller until the date of closing.

7. No Brokers: Purchaser and Seller 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 Seller.
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 Seller, and attached to this contract.

WITNESSES:

Ester Lanham
Jean Bernard

SELLER:

Mildred Smith

WITNESSES:

Lyann L. Heuman
Jean Bernard

PURCHASER: CITY OF MASON

Scot F. Lahrmer
 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 19th day of APRIL, 2000, before me, the subscriber, a Notary Public in and for said County and State, personally came Mildred Smith, 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.

Sharon K. West
 Notary Public

My Commission Expires: 3/6/04

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED that on this 27th 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.

Sharon K. West
Notary Public

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

My Commission Expires: 3/6/04