

ORDINANCE NO. 2010- 7

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT TO PURCHASE WITH THE ESTATE OF MARY E. SNIDER, JACQUELINE NELSON, EXECUTOR, FOR THE ACQUISITION OF PROPERTY LOCATED AT 106 SOUTH EAST STREET, MASON, OHIO 45040, FOR \$72,000.00, AND DECLARING AN EMERGENCY (SNIDER)

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

Section 1. That the City Manager is hereby authorized to enter into a Contract to Purchase with the Estate of Mary E. Snider, Jacqueline Nelson, Executor for the acquisition of property located at 106 South East Street, Mason, Ohio, which property is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

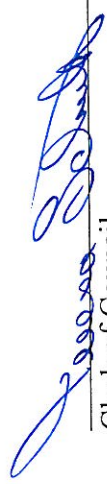
Section 2. That the Finance Director is hereby authorized to pay up to the sum of \$72,000.00 to Estate of Mary E. Snider, Jacqueline Nelson, Executor, for the acquisition of said property, according to the terms of the Contract to Purchase, substantially in the form, which is attached hereto as Exhibit "B" and incorporated herein by reference.

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

Passed this 11th day of January 2010.


Mayor

Attest:


Clerk of Council

1/7/10
694751.1

734.



General Warranty Deed*

MARY E. SNIDER, Trustee
 for valuable consideration paid, grant(s) with general warranty covenants, to
 MARY E. SNIDER, widowed and unmarried
 106 South East Street, Mason, OH 45040
 the following REAL PROPERTY: Situated in the County of
 of Ohio and in the City of Mason
 16-36-287-0106 CPH
 in the State of Ohio, whose tax-mailing address is

Situated in the City of Mason, County of Warren and State of Ohio, and being a part of Lot No. 8 in said City. Beginning at an iron pin at the Southwest Corner of the part of said Lot now owned by D.C. Dwirre and along East Street, thence Easterly direction 84 feet to an iron pin at the southeast corner of Bowyer tract being the East line of said Lot No. 8, thence in a Southerly direction and parallel with East Street 59 feet; thence West 84 feet; thence North along East Street 59 feet to the place of beginning.

(See attached copy of Trust)

Prior Instrument Reference: Volume 614 Page 552 of the ^{O/R} ~~Record~~ Records of Warren County, Ohio. MARY E. SNIDER
 Grantor, ~~notwithstanding the foregoing~~ Witness her hand(s) this 3rd day of January, 2000.
 Signed and acknowledged in presence of:

Marilyn L. Cox
David K. Batsche

Mary E. Snider
Mary E. Snider

State of Ohio

County of Warren ss.
 BE IT REMEMBERED, That on this 3rd day of January, 2000, before me, the subscriber, a Notary Public in and for said state, personally came, MARY E. SNIDER, Trustee, the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be her voluntary act and deed.
 IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year last aforesaid.

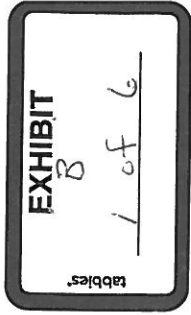
MARILYN L. COX
 Notary Public, State of Ohio
 My Commission Expires
 July 9, 2002

Marilyn L. Cox
 Notary Public

This instrument was prepared by David K. Batsche, BATSCH & PETERS LAW FIRM
300 W. Main Street, Mason, OH 45040

- (1) Name of Grantor(s) and marital status.
 (2) Description of land or interest therein, and encumbrances, reservations, and exceptions, taxes and assessments, if any.
 (3) Date when same does not apply.
 (4) Execution in accordance with Chapter 5301 Ohio Revised Code.

Auditor's and Recorder's Stamp



**CONTRACT FOR SALE AND
PURCHASE OF REAL PROPERTY**

**PARCEL: 16 36 287 010
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the **City of Mason, Ohio**, whose address is 6000 Mason Montgomery Road, Mason, Ohio 45040, (hereinafter "Purchaser") and the **Estate of Mary E. Snider, by Jacqueline Nelson, Executor**, whose address is 1302 Bethel New Richmond Road, New Richmond, Ohio 45157 (hereinafter "Seller"); "Seller" includes all of the foregoing named persons or entities, and, if applicable, their respective spouses, each of whom hereby agrees to relinquish and release to Purchaser all of his or her rights, interests, and expectancies of dower in the hereinafter described real property].

**106 South East Street, Mason, Ohio 45040, Warren County, Ohio, Auditor's parcel
no. 16 36 287 010.**

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

1. Price and Consideration

Seller shall sell to Purchaser the property, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, for **Seventy Two Thousand Dollars and 00/100 (\$72,000.00)**, the amount due from Purchaser to Seller at Closing. There shall be no additional amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of the Seller; (c) the Seller's covenants set forth herein; and (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

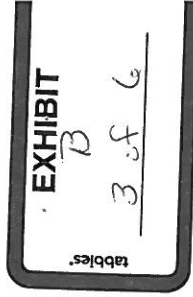
Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interests; and all other real estate taxes and assessments that are a lien as of the date on which this contract closes.

2. Estate Sold and Deed Transfer:

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, together with all the appurtenances and hereditaments thereunto belonging and with all shrubbery and trees. If the rights, titles, and estates described in Exhibit "A" constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower; in the event the rights, titles, and estates described in Exhibit "A" constitute something less than the fee simple in the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower.

3. Conveyance and Representation of Title

Seller shall convey marketable title to Purchaser by fiduciary deed at Closing. Seller shall, and hereby does, represent that the property described in Exhibit "A" is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.



4. **Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interest in the property described in Exhibit "A", such as, but not limited to those belonging to tenants, lessees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

5. **No Change in Character of Property**

Purchaser is buying the Property "AS IS". Purchaser acknowledges that Seller is exempt from completing the State of Ohio Residential Property Disclosure Form under Ohio Revised Code Section 5302.30 (B) (2) (g). Seller shall not change the existing character of the land and building described in Exhibit "A" prior to the date of Closing. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property, suffers any damage, changes, alteration, or destruction beyond reasonable wear and tear, then, without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement. If the Seller refuses to restore the premises, then Purchaser may, at its option after discovery or notification of such damage, change, alteration, or destruction, terminate, cancel, and void this Agreement upon written notice to Seller. Purchaser shall be entitled to a walk through of the building 24 hours prior to Closing. The following items are specifically excluded from the Property: Refrigerator.

6. **Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by the Seller that shall remain open to acceptance by Purchaser for a period of **twenty (20) days** immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within the said period of **twenty (20) days**, this Agreement

shall constitute and be a valid Contract For Sale and Purchase of Real Property that is binding upon all parties hereto.

7. **Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of both parties in connection with the consummation and closing of this Agreement. Seller shall pay all liens and encumbrances, deed preparation fees, overnight handling fees for payoffs, attorney’s fees for the curing of any title issues and any other reasonable and customary costs associated with the transfer of title.

8. **Closing Date**

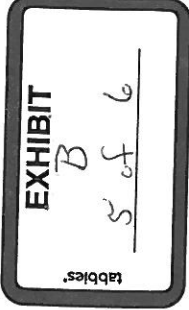
The consummation and closing of this Agreement shall occur on or before February 2, 20, 2010, at such place as the parties may agree, or as mutually agreed by both parties. Provided, however, in no event shall consummation and closing occur more than **one hundred twenty (120) days** after the last date on which one of the parties hereto executes this Agreement.

9. **Physical Possession of Vacant Land and Structures**

Physical possession of the land and buildings shall be surrendered by Seller to Purchaser immediately upon the date of Closing.

10. **Binding Agreement**

This Agreement shall be binding upon Seller and Seller's heirs, executors, administrators, successors and, this Agreement shall inure to the benefit of Purchaser, its successors and assigns.



11. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, either express or implied, other than herein set forth, shall be binding upon either party.

13. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

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IN WITNESS WHEREOF, the parties hereto, namely the City of Mason, Ohio (Purchaser) and Estate of Mary E. Snider, by Jacqueline Nelson, Executor (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

Estate of Mary E. Snider, Seller

By: Jacqueline Nelson, Executor

Date: _____

WITNESS:

City of Mason, Ohio, Purchaser

By: Eric Hansen, City Manager

Date: _____

Approved as to form:
Legal Counsel for the City of Mason, Ohio

694715.1

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WITNESS:

Lisa M. Moore
Lisa M. Moore
Print Name of Witness

Estate of Mary E. Snider, Seller
By: Jacqueline Nelson
Jacqueline Nelson, Executor
1-8-10
Date:

WITNESS:

Richard J. Fair
Richard J. Fair
Print Name of Witness

City of Mason, Ohio, Purchaser
By: Eric Hansen
Eric Hansen, City Manager
Date:

Approved as to form:
Legal Counsel for the City of Mason, Ohio

694715.1