

ORDINANCE NO. 2014 - 97

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A  
CONTRACT TO PURCHASE REAL ESTATE WITH DENNIS BOGAN  
MAIN STREET PROPERTIES, LLC**

WHEREAS, the City of Mason and Dennis Bogan Main Street Properties, LLC, have negotiated the terms of a contract to purchase real estate; and

WHEREAS, it is now the desire of the Council of the City of Mason to formally approve the terms of said contract.

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

Section 1. That the City Manager is hereby authorized to execute a contract to purchase real estate with Dennis Bogan Main Street Properties, LLC, substantially in conformity with the contract attached hereto as Exhibit "A," and incorporated herein by reference.

Section 2. That the City Manager is further authorized to execute any and all documents necessary to complete the purchase and sale of said property.

Section 3. That this Ordinance is and shall be effective from and after the earliest period allowed by law.

Passed this 13<sup>th</sup> day of October, 2014.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Clerk of Council

8/13/14  
1776368.1

# CONTRACT TO PURCHASE REAL ESTATE

Mason, Ohio

Dennis Bogan Main Street Properties, LLC, an Ohio limited liability company, (hereafter "Purchaser") offers to purchase from the City of Mason, Ohio, an Ohio municipal corporation, (hereafter "Seller") the following described real estate, together with any improvements thereon and all appurtenant rights, being part of Lot 22, Warren County, Ohio Auditor's Parcel no. 16362820140 ("Property"), located to the east of Purchaser's property located at 106 W. Main Street, Mason, Ohio 45040 and further described as follows:

Legal description to be conveyed to be determined by survey paid for by Purchaser.

The above described real estate shall include all land and appurtenant rights, EXCEPT NONE.

The purchase price is to be \$200.00 payable as follows:

\$-0-, earnest money to be paid by Purchaser to Seller and deducted from the Purchase Price at closing.

This Contract is contingent upon the following:

A. Title to the above described real estate shall be marketable and shall be conveyed by Quit Claim Deed, on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; said title to be free, clear and unencumbered, free of building orders, subject to zoning regulations of record, and except easements and restrictions of record, and EXCEPT NONE.

B. If Purchaser executes this Contract prior to Seller, then this Contract shall constitute and be an Offer to Purchase by the Purchaser that shall remain open to acceptance by Seller, based upon approval by City Council of Seller. Upon Seller's acceptance, execution, and delivery of this Contract, this Contract shall constitute and be a valid Contract to Purchase that is binding upon all parties hereto.

Possession shall be given at Closing.

Seller shall be responsible for paying all real estate taxes and assessments accrued through the date of Closing. The real estate taxes shall be prorated between Seller and Buyer as of the date of Closing based upon all the real estate taxes and installments of assessments as shown on the most recent tax duplicate, and after such proration is made, Purchaser shall be responsible for paying all installments of such taxes and assessments as they become due.

NOTE: Property taxes and assessments are subject to change. Purchaser and Seller agree that the taxes and any assessments shall be based on the latest tax information available through the Warren County, Ohio Auditor and Treasurer's records. Purchaser and Seller acknowledge that property taxes and assessments may not be pro-ratable at Closing as they will be based upon a large tract or parcel from which the subject Property has been cut-out. Seller shall continue to pay the property taxes and assessments on the large tract until such time as they are assessed on the subject Property, at which time, Seller and Purchaser shall handle any proration of the property taxes and assessments, as appropriate.

Seller agrees that at the time of transfer of title, the above described real estate, and all items thereof, will be in the same condition as on the date of this offer, reasonable wear and tear excepted.

The parties acknowledge that there shall be no brokerage commissions or fees related to Seller's sale of the Property to Purchaser. Purchaser shall pay the brokerage fees of any broker used by Purchaser.



This offer, when accepted, comprises the entire agreement of Purchaser and Seller, and it is agreed that no other representations or agreements have been made or relied upon.

This offer, when accepted, shall constitute a binding contract to be binding upon the parties, their heirs, personal representatives, executors, administrators and assigns.

This offer is to remain open for acceptance until \_\_\_\_\_.

Witness

Date \_\_\_\_\_

Doana G. Shorman  
Ma L. Lee

Dennis Bogan Main Street Properties, LLC, Purchaser

By: Dennis Bogan

Title: President

Seller accept the above offer.

Witness

Date \_\_\_\_\_

City of Mason, Ohio, Seller

By: \_\_\_\_\_  
Eric Hansen, City Manager

# KING-HASSELBRING & ASSOCIATES

## Civil Engineers & Land Surveyors

9200 Montgomery Road, Suite 21-B

Cincinnati, Ohio 45242

Telephone (513) 932-3806 Facsimile (513) 793-7667

www.kinghasselbring.com

Principal:

J. Timothy King, PE-PS

Associates:

Paul E. Hasselbring, PE-PS

Robert M. Nevin, PLS

FILE: BOGAN.LGL  
FILE NO.: 14-11347

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October 7, 2014

### LEGAL DESCRIPTION

TRACT 'B'

0.3030 ACRES

Situated in Section 36, Town 4E, Range 2N, City of Mason, Warren County, Ohio, being part of Lot 22 of the Town of Mason as recorded in Plat Book 1, Page 220 and Revised Plat of the Village of Mason as recorded in Survey Record 4, Page 175 and being more particularly described as follows:

Beginning at the intersection of the east line of said Section 36 and the centerline of West Main Street;

Thence in and along said east line of said Section 36, N-05d-50'-09"E a distance of 33.00 feet to a point;

Thence leaving said east line of said Section 36, N-84d-09'-51"-W a distance of 13.40 feet to the Southeast corner of said Lot 22, north line of said West Main Street to an iron pin set and real Point-of-Beginning for this description;

Thence in and along said north line of said West Main Street a sixty-six (66) feet wide right-of-way N-84d-09'-51"-W a distance of 78.00 feet to an iron pin set;

Thence in and along a new division line N-05d-50'-09"-E a distance of 95.00 feet to an iron pin set;

Thence in and along a new division line N-84d-09'-51"-W a distance of 39.00 feet to an iron pin set in the east line of a 0.1629 acre tract owned by Malhotra Family LLC as recorded in OR 3991, Page 688, of the WCRO and along the north line of a 0.0742 acre tract owned by Dennis L. Bogan Main Street Properties, LLC, as recorded in OR 5315, Page 131, of the WCRO;

Formerly Hasselbring & Associates  
Established 1951

KING-HASSELBRING & ASSOCIATES  
CIVIL ENGINEERS  
CINCINNATI, OHIO

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LEGAL DESCRIPTION  
TRACT 'B'  
0.3030 ACRES

Thence in and along said east line of said 0.1629 acre tract owned by Malhotra Family LLC as recorded in OR 3991, Page 688, N-05d-50'-09"-E a distance of 70.00 feet to an iron pin set in the south line of a 0.155 acre tract owned by R & I Malhotra as recorded in OR 3642, Page 477 of the WCRO;

Thence S-84d-09'-51"-E a distance of 17.00 feet to an iron pin set in along said south of said 0.155 acre tract and south line of Lot 48 of said Town of Mason;

Thence leaving said southwest corner of said Lot 28, S-05d-50'-09"-W a distance of 24.00 to an iron pin set, in and along the west line of a 0.115 acre tract owned by the City of Mason as recorded in OR 1626, Page 847, of the WCRO;

Thence in and along the south line of said 0.115 acre tract S-84d-09'-51"-E a distance of 100.00 feet to an iron pin set in the east line of said Lot 22;

Thence S-05d-50'-09"-W a distance of 141.00 feet to an iron pin set and the real Point-of-Beginning for this description.

Containing in all 0.3030 acres more or less subject to all legal highways and easements of record.

Being part of the premises owned by the City of Mason as recorded in Deed Book 404, Page 170 of the Warren County Recorder's Office.

This Legal Description was prepared from a survey by KING-HASSELBRING & ASSOCIATES, Civil Engineers and Land Surveyors, dated September 18, 2014, and revised OCTOBER 6, 2014, and written by J. Timothy King, PE-PS, Professional Land Surveyor, State of Ohio Registration No. 6549. The survey of which is filed in Volume \_\_\_\_\_, Plat \_\_\_\_\_, of the Warren County Engineers Record of Land Division.