

ORDINANCE NO. 6- 93

AN ORDINANCE AUTHORIZING THE  
PURCHASE OF REAL PROPERTY

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Spencer, Ohio, three-fourths (3/4) of its members elected thereto, concurring as follows:

1. That the Mayor and Clerk of the Village of Spencer, Ohio, are duly authorized to execute any and all documents necessary to effectuate the purchase of real property in accordance with the legal description and terms set forth in the Purchase Agreement and Exhibits attached hereto and incorporated herein.

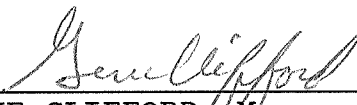
2. That the consideration to be paid for the property is Ten Thousand Dollars (\$10,000.00), to be paid on execution and delivery to the Village of Spencer of a warranty deed accompanied by title guaranty conveying the premises to the Village of Spencer in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances, and taxes and assessments levied and assessed subsequent to the date of conveyance.

3. That the purchase price, together with any cost or expense incurred by the Village of Spencer in connection with the acquisition, including taxes to be paid by the Village after acquiring the property, shall be paid from the Trust Fund.

4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the

public peace, health, and safety of said Village and for the particular reason that purchase of this property is necessary for the commencement of the application process for securing funds needed to construct a senior citizens housing project on the subject property; because funds are more readily available to early applicants, the application process should begin as soon as is practicable.

PASSED: March 24, 1993

  
\_\_\_\_\_  
GENE CLIFFORD Mayor

ATTEST:

  
\_\_\_\_\_  
ROBIN M. COLEMAN, Clerk

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of February, 1993, by and between JOHN MICHAEL COOPER and MARGARET ANN COOPER, residing at 28169 West Road, Spencer, Ohio 44275, (hereinafter referred to as the "Sellers"), and the VILLAGE OF SPENCER, Spencer, Ohio, (hereinafter referred to as the "Purchaser").

W I T N E S S E T H :

1. For and in consideration of the total sum of Ten Thousand and 00/100 Dollars (\$10,000.00) to be paid by the Purchaser as hereinafter provided, the Sellers agree to sell, convey and transfer to the Purchaser all of their right, title and interest, in and to the premises described on "Exhibit A" attached hereto and incorporated herein.

2. The Purchaser hereby agrees to pay to the Sellers as and for all their right, title and interest in and to the aforestated premises the total sum of Ten Thousand and 00/100 Dollars (\$10,000.00), payable as follows:

a. Purchase price of Ten Thousand and 00/100 Dollars (\$10,000.00) being cash. Said cash to be deposited in escrow prior to the date of closing as hereinafter set forth.

3. Sellers shall deliver, or cause to be delivered in escrow prior to the date of closing any and all documents

necessary to complete this transaction and a good and sufficient Warranty Deed conveying to the Purchaser all of the Sellers' right, title and interest in and to the aforestated and described Premises, free and clear of all liens and encumbrances whatsoever, except zoning ordinances, if any, and taxes and assessments for the year 1993, and thereafter, based on the latest tax duplicate, however, all taxes and assessments shall be prorated as of the date of closing.

4. Sellers shall furnish to the Purchaser at Sellers' expense a Title Guarantee in the amount of the purchase price evidencing good and marketable title in and to the aforestated premises to be valid in the Purchaser and subject only to the exceptions of record.

5. It is mutually agreed by and between the Sellers and Purchaser that all funds and documents required to complete this transaction shall be placed in escrow within sixty (60) days from the date of the signing of this Agreement. **LAWYERS TITLE INSURANCE CORPORATION, 225 East Liberty, Medina, OH 44256**, is hereby designated to act as escrow agent under the terms of this Agreement, and upon the escrow agent's receipt of all said funds and documents necessary to effectuate and close this transaction, the documents shall be filed, the Title Guarantee issued to the Purchaser, and the proceeds disbursed accordingly. A signed copy of this Agreement shall be used as escrow instructions,

subject to the escrow agent's usual conditions of acceptance. It is further mutually agreed by and between the Purchaser and Sellers that in the event for any reason the Purchaser fails to deposit into escrow the entire purchase price on or before sixty (60) days from the signing of this Agreement, that this Agreement shall be null and void and all rights conferred and obligations imposed by this Agreement for both the Sellers and the Purchaser shall be released and held for naught, and the escrow agent shall return any and all funds and documents to the respective parties.

6. The escrow agent shall charge to the Sellers and the Sellers shall pay out of the purchase price through escrow the following:

- a. Any and all transfer fee and tax;
- b. The cost of the title search and Title Guarantee;
- c. Any amounts due the Purchaser by reason of prorations;
- d. Preparation of Deed;
- e. One-half (1/2) of the escrow fee.
- f. Cost of preparation of Purchase Agreement.

7. The escrow agent shall charge to Purchaser and the Purchaser shall pay through escrow the following:

- a. One-half (1/2) of the escrow fee;
- b. The recording costs of documents to be filed;

8. Both the Sellers and Purchaser warrant that this transaction has been conducted without the services of a real estate broker, and they agree to indemnify and save each other harmless from any claim of a real estate broker in regards to this transaction.

9. It is mutually agreed by and between the Sellers and Purchaser that possession of the subject premises shall be given to the Purchaser no later than the date of transfer.

10. This Agreement shall be governed by the laws of the State of Ohio, and shall not be assignable by either party without the written consent of all parties hereto.

11. This Agreement shall be binding upon the respective parties' heirs, successors, administrators and assigns.

12. It is mutually agreed by and between the Sellers and Purchaser that this entire Agreement is contingent upon the Sellers gifting to the Village of Spencer additional land so that the Village shall have three (3) acres of real estate including the three (3) lots sold herein. A plat and/or legal description of said parcel is described on "Exhibit B" attached hereto and incorporated herein. The Seller shall pay for the survey of said additional parcel to be gifted. The Purchaser further agrees to construct and extend the utilities and Jackson Street to the South lot line of the parcel being sold as a condition of the Agreement.

13. The Sellers hereby represent and warrant to the Purchaser as follows:

- a. There are no other persons in possession of any part of said property as lessees, tenants at sufferance, or trespassers.
- b. There is no pending or threatened condemnation or similar proceeding or assessment affecting said property or any part thereof nor to the best knowledge and belief of Sellers is any such proceeding or assessment contemplated by a governmental authority.
- c. Sellers have complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to said property or any part thereof.
- d. Said property has full and free access to and from dedicated public highways, streets or roads, and to the best knowledge and belief of Sellers, there is no pending or threatened governmental proceeding which would impair or result in the termination of such access.

14. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular; and words

whether in the masculine, feminine or neuter gender shall be construed to include all of said genders.

15. It is mutually agreed by and between the Sellers and Purchaser that all representations and warranties contained in this Agreement shall survive the closing and the recording of the documents.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

SIGNED IN THE PRESENCE OF:

SELLERS:

\_\_\_\_\_  
John Michael Cooper

\_\_\_\_\_  
Margaret Ann Cooper

PURCHASER:

VILLAGE OF SPENCER

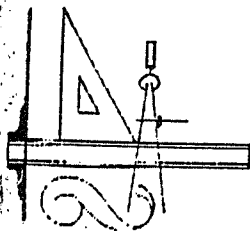
By: \_\_\_\_\_



EXHIBIT A

Situated in the Village of Spencer, County of Medina and State of Ohio and known as being the whole of Lot Nos. 104, 105 and 106 in the Centerville Plat, be the same more or less, but subject to all legal highways.

EXHIBIT B



*Rolling, Hovevar & Associates, Inc.*

ENGINEERING & SURVEYING

Survey Description  
Project No. 30,266

Situated in the Village of Spencer, County of Medina, State of Ohio and known as being a part of Spencer Township Out Lot 7, Lot 3, Section 13 further bound and described as follows:

Beginning at an iron pin found marking the southwest corner of Lot 104 in the Centerville Plat and the principal place of beginning of the parcel described herein;

Thence S 89°22'39" E, 275.94 feet to an iron pin found at the northwest corner of land, now or formerly, in the name of Robert E. and Sharon L. Compton;

Thence S 00°33'42" W, 76.50 feet along the west line of Lot 109 in the Centerville Plat to an iron pin set therein;

Thence N 89°22'39" W, 575.30 feet to an iron pin set in the west line of said Lot 3;

Thence N 00°44'58" E, 229.67 feet along the west line of said Lot 3 to the southwest corner of land, now or formerly, in the name of Albert A. and Dian B. Myers as witnessed by a fence post found 0.70 feet south and 1.17 feet west;

Thence S 89°28'50" E, 298.60 feet to the southeast corner of land, now or formerly, in the name of Walter A. and Bernadette Zeigler as witnessed by an iron pin found 1.97 feet north and 0.31 feet west;

Thence S 00°33'42" W, 153.70 feet along the west lines of Lots 106, 105 and 104 of the Centerville Plat to the principal place of beginning and containing therein 2.0628 acres of land as surveyed in February, 1993 by Charles A. Rolling, Registered Surveyor No. 5569.

EXHIBIT B

