

2003-14

Passed March 4, 2003

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2.140 ACRE TRACT, MORE OR LESS FOR THE PURPOSE OF RIGHT OF WAY AND DECLARING AN EMERGENCY.**

**WHEREAS,** Council has determined that it is necessary to acquire real property within the municipality for the purpose of right of way and,

**WHEREAS,** The City Manager has negotiated the acquisition of the 2.140 acre tract, more or less for right of way purposes from Antoinette Talbott pursuant to the terms of a Contract of Sale and Purchase of Vacant Land attached hereto and incorporated herein and,

**WHEREAS,** Council finds that the acquisition of this land for the sum of one hundred thousand dollars (\$100,000.00) as set forth in the attached *Contract of Sale and Purchase of Vacant Land* is necessary for right of way purposes.

**NOW THEREFORE BE IT ORDAINED BY THE MUNICIPALITY OF POWELL, DELAWARE COUNTY, OHIO AS FOLLOWS:**

Section 1: The Council herewith authorizes the acquisition of a 2.14 acre tract of land, more or less standing in the name of Antoinette Talbott for the sum of one hundred thousand dollars (\$100,000.00) for right of way purposes in accordance with the terms and provisions of the Contract of Sale and purchase of Vacant Land attached hereto and incorporated herein by reference.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council and that all deliberations of the Council and any of the decision making bodies of the City of Powell which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.


Section 3: Council further determines that an emergency exists affecting the health, safety and welfare of the residents of the City of Powell, such emergency arising out of the necessity to close such transaction in accordance with the terms of the contract, no later than March 10, 2003, and by reason thereof Council determines that it is necessary to have this Ordinance take effect immediately upon its adoption.


**VOTE ON RULE SUSPENSION:**

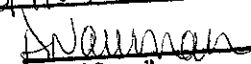
Y 7 N 0

**VOTE ON ORDINANCE 2003-14:**

Y 7 N 0

 3/4/03  
Art Schultz Date  
Mayor

 3/4/03  
Dawn Nauman Date  
Clerk

This ordinance or resolution has been posted in three (3) public places as defined in ordinance 94-11 dated 3-3-04 on this date 3/11/03  
  
Clerk of Council

**SHULER, PLANK & BRAHM**

A LEGAL PROFESSIONAL ASSOCIATION

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CATHERINE A. CUNNINGHAM  
DAVID WATKINS

March 4, 2003

Dawn Nauman, Clerk  
City of Powell  
47 Hall Street  
Powell, OH 43065

**VIA HAND DELIVERY**

Re: Antionette Talbott Contract

Dear Ms. Nauman:

Per instructions from Ken Molnar, enclosed please find the Contract of Sale and Purchase of Vacant Land, for Antionette Talbott. Please have the contract executed by the City of Powell at tonight's meeting and return it to Ken Molnar when complete.

Sincerely yours,



Wanda Boyd

Enclosure

## CITY OF POWELL

### CONTRACT OF SALE AND PURCHASE OF VACANT LAND

This Agreement, entered into on the below date by and between Antoinette Talbott, hereinafter called the "Owner" and the City of Powell, hereinafter called the "Purchaser".

WITNESSETH: In consideration of the mutual promises, agreements and covenants herein contained:

1. Purchaser promises and agrees to pay to said Owner the total sum of One Hundred Thousand Dollars (\$100,000), which total sum to be paid the Owner pursuant to this contract shall constitute the entire compensation for the real property to be conveyed. It is understood and agreed that the Owner is responsible for all delinquent taxes and assessments, including penalties and interest, and all other real estate taxes and assessments which are a lien on the closing date. The current calendar year's taxes are to be prorated on an estimated basis to the date of closing and Purchaser and Owner shall split said proration equally.
2. Owner agrees to sell and convey, upon the fulfillment of all the obligations and terms of this Agreement, by a good and sufficient deed of general warranty of title, to said Purchaser, its successors and assigns, the real property in fee simple as described in Exhibit A, attached hereto, together with the appurtenances and hereditaments thereunto belonging, all attached or used with said land.
3. Owner further agrees to convey said real property as herein set forth, warranting the same free and clear from all liens and encumbrances whatsoever, except zoning restrictions and public utility easements of record.
4. Owner further agrees to assist wherever possible to procure, record and deliver to the Purchaser releases and cancellations of all interest in such title, including but not limited to tenants, lessees or others in possession, or in any manner occupying said premises.
5. Owner also agrees that he will not change the existing character of the land. In the event any damage, change, alteration or destruction occurs to said real property resulting from any cause whatsoever prior to the date of closing, the Owner agrees to restore it to the condition it was in at the time of the execution of this agreement. In case the Owner refuses to restore it to the condition it was in at the time of execution of this Agreement by the Owner, or to accept the money consideration less the cost of such restoration as hereinabove stated, the Purchaser may, at its option after discovery or notification of such destruction, removal or injury, terminate this Agreement by written notice to said Owner.
6. Prior to acceptance by the Purchaser, the execution of this Agreement by the Owner shall constitute an offer to sell which shall continue for a period of ten (10) days from the date

of such execution. Upon acceptance of this Agreement by the Purchaser within said period, it shall constitute a valid and binding Agreement of Sale and Purchase.

- 7. Owner agrees that the Purchaser may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this Agreement which shall be made at a time and place agreed upon between the parties, but no later than March 10, 2003.
- 8. Physical possession of vacant land shall be on the date of closing.
- 9. Purchaser is acquiring the property and Owner is selling the property under the threat of the exercise of Purchaser's power of eminent domain.
- 10. This contract shall be binding upon Owner's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Purchaser, its successors and assigns.

IN WITNESS WHEREOF, the parties hereunto have set their hands, the Owner on the 3rd day of March, 2003, and the Purchaser, by the \_\_\_\_\_ of the City of Powell or its duly authorized representative, its agent, on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

WITNESSES:

OWNER:

[Handwritten Signature]  
(Signature)

Antoinette Talbott  
Antoinette Talbott

145 E. Ash St  
(Address) Col. OH 43215

City of Powell

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Per Authority granted in Ord. No. \_\_\_\_\_  
Passed on \_\_\_\_\_, 2003

Attested \_\_\_\_\_