

17090

16-30-153-004.

WARRANTY DEED. No release of power.—No. 21

The W. H. Anderson Co., Law Book Publishers, Cincinnati, Ohio

KNOW ALL MEN BY THESE PRESENTS

EXHIBIT

tabbies

A

THAT WILLIAM L. REBER AND RAYMOND G. REBER

in consideration of

One Dollar (\$1.00) and other good and valuable considerations

to them paid by REBER AUTO BODY AND REPAIR, INC.

whose address is 100 East Main Street, Mason, Ohio 45040

the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said

REBER AUTO BODY AND REPAIR, INC.

its successors ~~hereby~~ and assigns forever

the following described REAL ESTATE (1):

Situate in the State of Ohio, County of Warren and in the Village of Mason, being a part of Lots. No. 120 and 121, according to the revised plat of said Village, and described as follows: Beginning at an iron pin at the Northeast corner of Lebanon Pike and Section Line Street and running thence with the East side of Section Line Street N. 4° 45' E. 205.4 feet to an iron pin and the Southwest corner of Lot No. 122, thence with the South line of said Lot No. 122 N. 87° 25' E. 21 feet four inches to an iron pin, thence Southeasterly 175 feet more or less to an iron pin in the North line of Lebanon Pike; thence with the North line of Lebanon Pike S. 60° 25' W. 61 feet to the place of beginning.

Also the following described real estate, to-wit: Situate in the State of Ohio, County of Warren and in the Corporation of the Village of Mason and being a part of Lots 120 and 121, according to the Revised Plat of said Village and bounded and described as follows: Beginning at a point in the present line between the lands of William Hendricks and Wayne Shurts, said point being four feet easterly, measured at right angle from the foundation of the new concrete building now on the lot of Wayne Shurts, and also 49 feet from an iron pin in the North line of Lebanon Pike Street, said pin being the corner between the lots of William Hendricks and Wayne Shurts on Lebanon Pike Street, running thence with the present line between their lots Northwesterly 76 feet 4 inches to a stake in said line which is southwesterly 51 feet from a pin at the corner between William Hendricks and Wayne Shurts on their North line which is the South line of

Lot No. 122; thence on a new division line, which line is parallel to and 12 feet North of the North line of a concrete dwelling being on the lot of Wayne Shurts easterly 12 feet 3 inches to a stake and new corner; thence S. 4° 25' West on another new line which is parallel to and 4 feet easterly from the East line of the foundation of the new concrete building 75 feet 6 inches to the place of beginning.

Being the same premises conveyed by Albert Eugene Yerian Jr. and Carol B. Yerian to William L. Reber and Raymond G. Reber by deed dated June 15, 1971 recorded in Deed Book 427, Page 305 of the Deed Records of Warren County, Ohio.

and all the **ESTATE, TITLE AND INTEREST** of the said

WILLIAM L. REBER AND RAYMOND G. REBER

either in Law or in Equity, of, in and to the said premises; **TOGETHER** with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof; **TO HAVE AND TO HOLD** the same to the only proper use of the said

REBER AUTO BODY AND REPAIR, INC.

its successors ~~their~~ and assigns forever

AND the said

WILLIAM L. REBER AND RAYMOND G. REBER

for themselves and for their heirs, executors and administrators, do hereby **COVENANT** with the said REBER AUTO BODY AND REPAIR, INC.

its successors ~~their~~ and assigns,

that they are the true and lawful owners of the said premises, and have full power to convey the same; that the title, so conveyed is **CLEAR, FREE AND UNINCUMBERED**; and further, that they **DO WARRANT AND WILL DEFEND** the same against all claim, or claims, of all persons whomsoever.

IN WITNESS WHEREOF, the said WILLIAM L. REBER and DIANNA L. REBER, Husband and Wife, and RAYMOND G. REBER AND CHIQUITA REBER, Husband and Wife, who hereby release all their right and expectancy of dower in the said premises

have hereunto set their hands, this 20th day of January in the year of our Lord one thousand nine hundred and Eighty (1980).

Signed and acknowledged in presence of us:

Donald P. Klekamp
Kimberly Williams

William L. Reber
WILLIAM L. REBER

Dianna L. Reber
DIANNA L. REBER

Raymond G. Reber
RAYMOND G. REBER

Chiquita Reber
CHIQUITA REBER

THE STATE OF OHIO COUNTY OF Hamilton ss.

BE IT REMEMBERED, That on the 20th day of January in the year of our Lord one thousand nine hundred and Eighty (1980) before me, the subscriber, a Notary Public in and for said county, personally came

WILLIAM L. REBER AND DIANNA L. REBER and
RAYMOND G. REBER AND CHIQUITA REBER

the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal, on the day and year last aforesaid.

Donald P. Klekamp
NOTARY PUBLIC

DONALD P. KLEKAMP, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 RC, O.



Donald P. Klekamp
Keating, Muething & Klekamp
This instrument was prepared by 18th Fl Provident Tower
Cincinnati, OH 45202
(513) 391-1150

70 pd.

17090

JAN 28 11 27 AM '80

WARRANTY DEED

FROM

TO

TRANSFERRED

Transferred

JAN 28 1980

REC. 118.702 COM. COUNTY Auditor
LESLIE SPELTIN, Auditor

STATE OF OHIO, Lorain COUNTY, ss.

Presented for record on the 28 day

of January 1980, at 11:27

o'clock, A.M.

Recorded January 28 1980

OR Book No. 44 Page 739

Edna A. Boudier
County Recorder

700 KEATINGE, MUEHLING, & KLEKAMP.

Christy M. Holmes
Wood & Lamping
600 Vine Street
Suite 2500
Cincinnati, OH

Dear Christy M. Holmes:

Please find the following parcels on the Mason-Montgomery Road Widening Project to be appropriated.

<u>Parcel</u>	<u>Name</u>
8WD	Reber Auto Body
10WD,T	James E. & Beth E. Dapp
11WD,X,S,S-1,U,T,T-1	Katherine M., William A & Lisa Richardson
13WD,X,S,T	Michael R. & Nancy E. Mink
14WD,X,T,T-1	N. J. Policicchio & Denise Beauchamp
16WD,T	Theodore J. & Tonya G. Honerlaw
17WD,T	John J. & Linda S. Favaron
19WD,T	Thomas J. & Erin M. Winters
35WD,T	Jane L. Honerlaw
36WD,T	Ralph L. Wilberding

I will continue to negotiate and inform you of any changes with these owners until I hear otherwise from you. Please contact me at 948-3141 ext. 48 if I may be of any further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve M. Capan". The signature is fluid and cursive, with the first name "Steve" and last name "Capan" clearly distinguishable.

Steve M. Capan
M-E Companies, Bayer/Becker
Engineers for the City of Mason

cc. Richard J. Fair, P. E.
City Engineer

Ray Schork, P. E.
Bayer/Becker Engineers

ORDINANCE NO. 2002-125

AUTHORIZING THE CITY MANAGER TO ENTER INTO A SETTLEMENT AGREEMENT AND CONTRACT TO PURCHASE WITH REBER AUTO BODY & REPAIR, INC. FOR THE ACQUISITION OF PROPERTY LOCATED AT 106 N. SECTION STREET AND 100 E. MAIN STREET, MASON, OHIO 45040, AND DECLARING AN EMERGENCY

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

Section 1. That the City Manager is hereby authorized to enter into and execute a Settlement Agreement and Contract to Purchase with Reber Auto Body & Repair, Inc., for the acquisition of property located at 106 N. Section Street and 100 E. Main Street, Mason, Ohio 45040, which property is more particularly described on Exhibits "A" and "B", attached hereto and incorporated herein by reference.

Section 2. That the City Manager is hereby authorized to execute any documents and take whatever action is necessary to complete the purchase of the above-described property.

Section 3. That the total purchase price for the above-described property shall be \$354,580.00, less amounts already deposited with the Warren County Court of Common Pleas.


Section 4. That the Finance Director is hereby authorized to pay the additional sum of \$140,280.00 to Reber Auto Body & Repair, Inc., which represents the total agreed price less \$214,300.00 already on deposit with the Warren County Court of Common Pleas, for the acquisition of said property, according to the terms of the Settlement Agreement and Contract to Purchase, which is attached hereto as Exhibit "C" and incorporated herein by reference.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to execute the Contract to Purchase as soon as possible.

Passed this day of August, 2002.

Mayor

Attest:

TO: City Council
FROM: Scot F. Lahrmer  City Manager
RE: Purchase of Property
DATE: August 23, 2002

ITEM: Purchase of property.

ACTION REQUESTED: By motion, adopt **Ordinance 2002 – 125** authorizing a contract to purchase property at 100 East Main Street and 106 North Mason Montgomery Road.

PURPOSE: To acquire property for municipal purposes.

As part of the City's Mason Montgomery Road improvement, it was necessary to acquire property owned by Reber Auto Body at the northeast corner of Mason-Montgomery Road and Main Street. There were also two additional houses to the north of Reber's owned by Reber Auto Body. It was necessary for the City to acquire the property where Reber's was located and one additional house to the north.

The City entered into negotiations with the property owner with an independent appraisal of the business property and one house valued at \$214,300. The attorney representing Reber Auto Body appraised the value of the property at \$384,300. The City pursued a second independent appraisal which valued the property at \$289,300 which included Reber Auto Body and both houses to the north of the business.

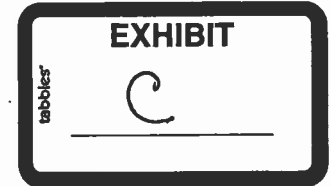
Through mediation, the acquisition of the property has been finalized at a total cost of \$354,580. The City is acquiring all three parcels containing 9,661 square feet or .22178 acres. A photo has been attached showing the three properties acquired. Reber Auto Body has accepted the agreed upon settlement and it is necessary to adopt Ordinance 2002-125.

If you have any questions, please let me know.



Reber Auto Body and Repair, Inc.
100 East Main Street
Mason, OH 45040

Project: Mason-Montgomery Road
Parcel: 8WD
Project ID No.:



Dear Reber Auto Body and Repair, Inc.:

The City of Mason Ohio in preparing for the construction of the above-referenced highway improvement, will need to acquire certain property rights from you in order to provide the required right-of-way for this project. To clarify this need, I have explained the plans for the improvement and the effect it will have on your property, as well as the procedures, which will be followed by our agency during this acquisition.

With respect to this acquisition, you will be offered an amount not less than the approved fair market value, which is based on an appraisal of your property using current market data, obtained by qualified real estate appraisers and is being offered only after a thorough review of the appraisal by my agency.

If only part of your property is being purchased, and any damage to the residue is apparent, you will be compensated for such damage.

Real Property.....\$214,300.00

Temporary Easement\$

Damages.....\$

Total \$214,300.00

It is the sincere desire and objective of my agency to compensate you for your property in a fair and equitable manner. However, we realize that there may be times when an owner and my agency cannot agree on the value of the needed property.

Should you elect not to accept the above-offer, and court action becomes necessary, you will find attached to this letter an explanation of your rights and privileges as a property owner.

I remain available at your convenience to answer any additional questions you may have, or to assist you in any way I can. You may contact me at the address and phone number indicated below.

Respectfully,

Steve M. Capan
Project Manager
M*E Companies for
The City of Mason
2808 Mack Road
Fairfield, OH 45014
(513) 942-3141, Ext. 48

3/6/01
Date

Reber Auto Body and Repair, Inc.
110 East Main Street
Mason, OH 45040

Project: Mason Montgomery Road
Parcel: 8WD

Addition to _____ Offer Letter
(Date)

The City of Mason, Ohio's total purchase offer of Two Hundred Forteen Thousand Three Hundred Dollars and 00/100 (\$214,300.00) is contingent on the City of Mason, Ohio's Council authorizing the City of Mason, Ohio to proceed in accordance with the plans, per attached exhibit A, as to your property which are currently on file for this project at Beyer/Becker Engineers, 6900 Tylersville Road, Mason, Ohio. In other words, if the plans for the highway improvement to Mason Montgomery Road are changed in any way that effects your property, this offer is withdrawn and is unenforceable. For example, if the course of the road is changed in any way, this offer is withdrawn and is unenforceable.

Respectfully,

Steve M. Capan
M-E Companies for
The City of Mason
2808 Mack Road
Fairfield, OH 45014

We accept your offer of the partial purchase for a total of \$ 214,300.00 _____(initials).

REBER AUTO BODY AND REPAIR, INC.

By:

Witness:

Exhibit A

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APPROPRIATION PROCEDURE

It is the sincere desire of the City of Mason Ohio, in purchasing right-of-way to arrive at a mutually satisfactory settlement with every property owner; it is not always possible to agree on acceptable terms during negotiations. When an agreement cannot be reached, it becomes necessary for the City to proceed under the law to acquire the property for highway use pending determination by a jury of the compensation to be paid to the owner. This action assures that the owner's rights will be fully protected while at the same time permitting the construction of the highway to proceed for the benefit of all.

Upon the filing of an appropriation case, the law provides that the City of Mason, Ohio shall determine the value of the property in question and shall deposit this amount with the Court, and thereupon the City gains the right to enter upon and use the land. The owner may agree to accept the deposited money as full payment and the case will be closed.

If the owner is not satisfied with the amount of the deposit he must file and answer or appeal with the Court in the manner within the time frame specified on the summons which is served upon him by the Court, requesting the amount due him be determined according to law. The Owner may also apply to the Court to withdraw the deposited money, and the Court shall permit such withdrawal subject to the rights of other parties in interest. Such withdrawal shall in no way interfere with the owner's right to have a jury determine the amount to be paid. Interest will not accrue on any money withdrawn under this procedure. If the money withdrawn from the Court should exceed the final award, the owner will be required to return the excess payment.

Should the condemnation proceeding be abandoned by the City of Mason, Ohio, the Court may order that owner be reimbursed for his reasonable costs, disbursements, and expenses actually incurred because of the condemnation proceeding.

It is desired to emphasize that this is not an arbitrary action, but one designed to protect your legal rights as a property owner to have the value of the property independently determined by a jury should you so desire.