

VILLAGE OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2018-25

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT FOR PROPERTY LOCATED ON W. PIKE STREET IN THE VILLAGE OF SOUTH LEBANON

WHEREAS, the real estate located on W. Pike Street consisting of Sidwell# 12-01-206-010 is currently a storage facility owned by Susan Ramsey; and,

WHEREAS, the current property owner desires to sell the said property to the Village for a total price of \$85,000.00; and,

WHEREAS, the Council desires that the Village acquire title to the said property as the said property would be a useful storage facility for Village equipment; and,

WHEREAS, the Village Solicitor prepared a Real Estate Purchase Agreement and the Village Administrator tendered the Agreement to the Seller who has approved the same which is attached hereto; and,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, at least a majority of all members elected thereto concurring:

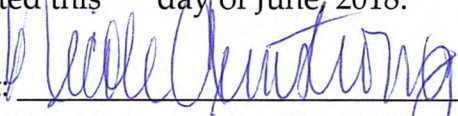
**Section 1.** Approve the Real Estate Purchase Agreement and further authorize the Mayor and Fiscal Officer to execute the same, a copy of which is attached hereto.


**Section 2.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 3.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 4.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this \_\_\_\_\_ day of June, 2018.


Attest:   
Nicole Armstrong, Fiscal Officer/Clerk

  
James D. Smith Mayor

Rules Suspended: / /2018 (if applicable) /2018	Effective Date - / /
Vote - ____ Yeas ____ Nays	
First Reading - <u>5</u> / <u>17</u> /2018	Effective Date - / /2018
Second Reading - <u>6</u> / <u>11</u> /2018	
Third Reading - <u>6</u> / <u>21</u> /2018	
Vote - <u>5</u> Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By:   
Date: 6/21/18

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT is entered into this \_\_\_\_\_, \_\_\_\_\_ by and between Susan Ramsey (hereinafter referred to as "Seller"), whose address is 3817 Washington Way Morrow, OH 45152 and the Village of South Lebanon, an Ohio Municipal Corporation (hereinafter referred to as "Buyer"), whose address is 99 N. High Street South Lebanon, OH 45065.

The parties hereby agree that Seller shall sell to Buyer or Buyer's Assigns and Buyer or Buyer's Assigns shall buy the following described real property upon the following terms and conditions:

1. Description.

- (a) Legal description of real estate (hereinafter referred to as "Property"): Located in the County of Warren, State of Ohio and being more particularly described in attached Exhibit A.
- (b) Street address of the property: Seller's interest in W. Pike Street South Lebanon, OH 45065 - Parcel No. 12-01-206-010
- (c) Personal property included:

2.	Purchase Price.	\$85,000.00
	Payment:	
	(a) Deposit	\$0.00
	(b) Balance to close in cash or certified or cashier's check, subject to prorations and adjustments	\$85,000.00

3. Financing.

N/A

4. Title.

Seller shall convey a marketable title by General Warranty Deed executed at upon payment of all sums due subject only to liens, encumbrances, exceptions or qualifications set forth in this Agreement and those which shall be discharged by Seller at or before closing. Marketable title shall be determined in accordance with applicable law. If title is found defective, Buyer shall, within three (3) days thereafter, notify Seller specifying the defects. If said defects render title unmarketable, Seller shall have thirty (30) days from receipt of notice within which



to remove said defects, and if Seller is unsuccessful in removing same within said time, Buyer shall have the option of either accepting the title as it then is, or demanding a refund of all monies paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement; however, Seller agrees that she will, if title is found to be unmarketable, use diligent efforts to correct the defects in title within the time provided therefore, including the bringing of necessary suits.

5. Time for Acceptance and Effective Date.

N/A

6. Appraisal Contingency.

N/A

7. Closing Date.

This transaction shall be closed on or before June 30, 2018, with all sums due being paid to Seller and Deed being executed and delivered to Buyer.

8. Restrictions, Easements, Limitations.

The Buyer shall take title subject to: zoning, restrictions, reservations, prohibitions and other requirements imposed by governmental authorities; covenants, restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; and taxes and assessments for year of closing and subsequent year.

9. Occupancy and Leases.

Buyer shall be delivered possession to the Property sixty (60) days after closing to enable Seller to remove items from the premises.

10. Ingress and Egress.

Seller warrants that there is ingress and egress to the property sufficient for the intended use as set out herein, the title to which is in accordance with Paragraph 4 hereof.

11. Time of Essence.

Time is of the essence of this Agreement. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business

day.

12. Documents for closing.

Seller shall furnish the deed and any corrective instruments that may be required in connection with perfecting title.

13. Expenses.

Conveyance fee, cost of deed preparation and the cost of recording any corrective instruments shall be paid by Seller. All other costs to be paid by buyer.

14. Proration of Taxes

Taxes and assessments shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and homestead or other exemptions, if allowed for said year.

14. Inspections

N/A. Buyer buying property "as-is."

15. Maintenance.

Real property, including lawn, shrubbery and landscaping, if any, shall be maintained by Seller in the condition they existed as of Effective Date, ordinary wear and tear excepted, and Buyer or Buyer's designated agent will be permitted access for inspection prior to closing to confirm compliance with this Paragraph.

16. Default.

If, for any reason other than failure of Seller to render his title marketable after diligent effort, Seller fails, neglects or refuses to perform this Agreement, the Buyer may seek specific performance resulting from Seller's breach.

17. Persons Bound and Notice.

This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and on gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party.

18. Other Agreements.

No prior agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modifications or changes in this

Agreement shall be valid or binding upon the parties hereto unless in writing, executed by the parties to be bound thereby.

20. Miscellaneous

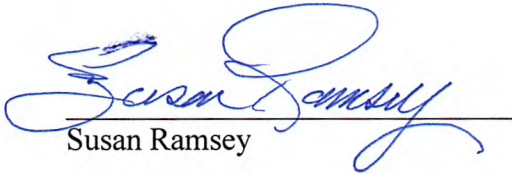
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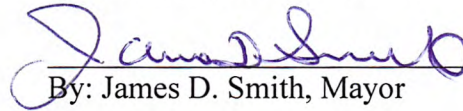
Dated:

SELLER

BUYER

The Village of South Lebanon, an  
Ohio Municipal Corporation

  
\_\_\_\_\_  
Susan Ramsey

  
\_\_\_\_\_  
By: James D. Smith, Mayor

Prepared by and approved as to form:

PAUL R. REVELSON  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: \_\_\_\_\_  
Date: 6/11/18