CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2024-27

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT FOR PROPERTIES LOCATED ON HOBART STREET IN THE CITY OF SOUTH LEBANON, AND DECLARING AN EMERGENCY

WHEREAS, the 0.15 acres of vacant real estate located along Hobart Street South Lebanon, OH 45065 (Parcel Nos. 1201279012 & 1201279013), South Lebanon, OH 45065 (Parcel No. 1201401011(2)) is currently owned by Regina Chambers, Trustee; and,

WHEREAS, the current property owner desires to sell the two (2) parcels to the City for a total price of $14,000.00; and,

WHEREAS, the Council desires that the City acquire title to the said property as the said property would be a useful for park and open space purposes; and,

WHEREAS, the Law Director prepared a Real Estate Purchase Agreement and the City staff 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 City of South Lebanon, at least two-thirds of all members elected thereto concurring:

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

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

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 2ND day of July, 2024.

Linda S. Burke
Linda S. Burke, Mayor

Attest: _____
Petrina D. Williams, Director of Finance/Clerk

Rules Suspended:	7/2/24	(if applicable)
First Reading:	-	
Second Reading:	-	
Vote:	6 Yeas ____ Nays	
Effective Date:	7/2/24	

Prepared by and approved as to form:

_____ 7/2/2024
Andrew P. Meier
Law Director
City of South Lebanon, Ohio

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AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT is entered into this June 20,2024 , _____ by and between Regina Chambers, Trustee (hereinafter referred to as "Seller"), whose address is 127 King Ave. So Lebanon OH 45065 , and the City of South Lebanon, an Ohio Municipal Corporation (hereinafter referred to as "Buyer"), whose address is 10 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.

   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.

   Street address of the property:

   i. Vacant lot on Hobart Street, South Lebanon, OH 45065
      1. Parcel No. 1201279013
   ii. Vacant lot on Hobart Street, South Lebanon, OH 45065
      1. Parcel No. 1201279012

2. Purchase Price. $14,000.00

   Payment:

   (a) Deposit $0.00

   (b) Balance to close in cash or certified or cashier's check, subject to prorations and adjustments $14,000.00

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

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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 Spetemeber 30, 2024, 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.

   N/A

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

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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

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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.

Dated:

SELLER

Regina Chambers, Trustee
Regina Chambers, Trustee

BUYER

The City of South Lebanon, an
Ohio Municipal Corporation

Linda S. Burke
By: Linda S. Burke, Mayor

Prepared by and approved as to form:

ANDREW P. MEIER
LAW DIRECTOR
CITY OF SOUTH LEBANON, OHIO

By: _____
Date: 7/2/2024