

ORDINANCE NO. 2019-009

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A PURCHASE CONTRACT WITH JEREMY K. SMITH FOR THE SALE OF APPROXIMATELY 6.87 ACRES OF PROPERTY LOCATED BEHIND THE WAYNESVILLE GOVERNMENT CENTER

WHEREAS, the Village of Waynesville is the owner of certain property and has determined that it has no present or future public purpose; and

WHEREAS, the Village Manager has negotiated the terms of a purchase contract in order for the Village of Waynesville to sell said property; and

WHEREAS, the Village of Waynesville is authorized to sell real property without publicly advertising and soliciting bids pursuant to its Home Rule authority under the Constitution of the State of Ohio in conjunction with the Village charter; and

WHEREAS, Council for the Village of Waynesville hereby determines the method for the sale of said property through the terms of this ordinance and the attached purchase contract.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, 6 members elected thereto concurring:

Section 1. The Village Manager is hereby authorized to enter into a purchase contract with Jeremy K. Smith, substantially in the form of the contract attached hereto as Exhibit A, incorporated herein by reference.

Section 2. That the Village Manager is further authorized to execute any and all other documents necessary to complete said sale.

Section 3. That this Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this 19 day of February 2019.

Attest: 1

Clerk of Council

Mayor

**CONTRACT FOR SALE AND
PURCHASE OF REAL PROPERTY**

**A PORTION OF PARCEL: 05-01-201-004
WARREN COUNTY, OHIO
VILLAGE OF WAYNESVILLE, OHIO**

This Agreement is being entered into by and between **Jeremy K. Smith**, whose address is 700 Asson Lane Waynesville (hereinafter "Purchaser"), and **the Village of Waynesville, Ohio, an Ohio municipal corporation**, located at 1400 Lytle Drive, Waynesville, Ohio 45068, (hereinafter "Seller"); "Seller" is the owner of the hereinafter described real property].

6.871 acre tract being part of Warren County, Ohio, Auditor's Parcel No. 05-01-201-004, as more fully described and depicted in Exhibit A attached hereto ("Property").

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

1. Price and Consideration

Seller shall sell to Purchaser the Property, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, for **One Hundred Forty Thousand Dollars and 00/100 (\$140,000.00) ("Purchase Price")**, the amount due from Purchaser to Seller at Closing. Purchaser shall pay **Two Thousand Dollars and 00/100 (\$2,000.00) earnest money ("Earnest Money")** to be held in escrow by Center Title, LLC and credited toward the Purchase Price at Closing. There shall be no additional amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of the Seller; (c) the Seller's covenants set forth herein; and (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject Property.

Seller will pay all expenses and taxes applicable to the period prior to Closing. Purchaser will pay all expenses and taxes applicable to the period on or following Closing.

NOTE: Property taxes and assessments are subject to change. Purchaser and Seller agree that the taxes and any assessments shall be based on the latest tax information available through the Warren County, Ohio Auditor and Treasurer's records. Purchaser and Seller acknowledge that property taxes and assessments may not be pro-ratable at Closing as they will be based upon a large tract or parcel from which the subject Property has been cut-out. Seller shall continue to pay the property taxes and assessments on the large tract until such time as they are assessed on the subject Property, at which time, Seller and Purchaser shall handle any proration of the property taxes and assessments, as appropriate.

2. Estate Sold and Deed Transfer:

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the Property which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, together with all the appurtenances and hereditaments thereunto belonging and with all shrubbery and trees. If the rights, titles, and estates described in Exhibit "A" constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient limited warranty deed, in the event the rights, titles, and estates described in Exhibit "A" constitute something less than the fee simple in the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates.

3. Conveyance and Representation of Title

Seller shall convey marketable title to Purchaser by limited warranty deed at Closing. Seller shall, and hereby does, represent that the Property described in Exhibit "A" is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws,

ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

4. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interest in the Property described in Exhibit "A", such as, but not limited to those belonging to tenants, lessees, or others now in possession or otherwise occupying the subject premises, and any other claims against said Property.

5. No Change in Character of Property

Purchaser is buying the Property "AS IS". Seller shall not change the existing character of the land described in Exhibit "A" prior to the date of Closing.

6. Offer to Sell

If Purchaser executes this Agreement prior to Seller, then this Agreement shall constitute and be an Offer to Purchase by the Purchaser that shall remain open to acceptance by Seller for a period of **thirty (30) days** immediately subsequent to the date on which Purchase delivers such executed Agreement to Seller. Purchaser understands that the Agreement is subject to approval by all necessary action of the Village Council of Seller. Upon Seller's acceptance and execution of this Agreement within the said period of **thirty (30) days**, this Agreement shall constitute and be a valid Contract For Sale and Purchase of Real Property that is binding upon all parties hereto.

7. Designation of Escrow Agent/Closing Costs

Seller and Purchaser designate Center Title, LLC as escrow agent to act on behalf of both parties in connection with the consummation and closing of this sale. Seller shall pay all liens and encumbrances. Purchaser shall pay deed preparation fees, recording fees, owner's title insurance, overnight/wire/handling fees, any attorney's fees, closing fees, and any other reasonable and customary costs associated with the transfer of title.

Purchaser shall wire the net proceeds for the purchase of the Property to Center Title, LLC to be paid in accordance with the parties' approved Settlement Statement at Closing.

8. Closing Date

The consummation and closing of this Agreement shall occur within thirty (30) days after the effective date of the ordinance passed by the Village of Waynesville Council approving the sale of the Property to Purchaser, at such place and time as the parties may agree.

9. Physical Possession of Property

Physical possession of the Property shall be surrendered by Seller to Purchaser immediately upon the date of Closing.

10. Binding Agreement

This Agreement shall be binding upon Seller and Seller's successors and assigns and this Agreement shall inure to the benefit of Purchaser, his heirs, successors and assigns.

11. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, either express or implied, other than herein set forth, shall be binding upon either party.

13. Amendments and Modifications

IN WITNESS WHEREOF, the parties hereto, namely **Jeremy K. Smith** (Purchaser) and **the Village of Waynesville, Ohio** (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

SELLER:

VILLAGE OF WAYNESVILLE, OHIO

By
Gary Copeland, Village Manager

Date: January 31, 2019

PURCHASER:

Jere

Date: 1-31-19

Approved as to form:
Jeffrey D. Forbes, Village Law Director