

ORDINANCE NO. 13-17

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ACCEPT THE BID OF JOSEPH A. LANGWASSER, EXECUTE ALL DOCUMENTS NECESSARY TO TRANSFER 6 SOUTH MAIN STREET, THORNVILLE, OHIO (Parcel 390000210000) TO MR. LANGWASSER, AND DECLARING AN EMERGENCY

WHEREAS, with Ordinance 13-13, Council for the Village of Thornville determined the 0.11 acres located at 6 South Main Street, Thornville, Ohio (Parcel 390000210000) is not needed for any municipal purpose. With this legislation, Council also authorized and directed the Village Administrator, or her designee, to advertise the availability of this property for sale; and

WHEREAS, the Village received two sealed bid responses. Having reviewed these bids, the Village Administrator believes Joseph A. Langwasser's bid is the highest bidder and recommends Council accept this bid; and

WHEREAS, Council of the Village of Thornville does hereby recognize the need to enter into an agreement with the highest bidder and believes Joseph A. Langwasser's bid meets this requirement and should be accepted.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Thornville, County of Perry, State of Ohio

SECTION 1. The Village Administrator is hereby authorized and directed to accept the bid of Joseph A. Langwasser to purchase the 0.11 acres located at 6 South Main Street, Thornville, Ohio (Parcel 390000210000). Council further authorizes and directs the Village Administrator to execute all documents necessary to transfer this property to Mr. Langwasser.

SECTION 2: All prior legislation, or any parts thereof, which is/are inconsistent with legislation is/are hereby repealed as to the inconsistent parts thereof.

SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

SECTION 4: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that the Village needs to finalize this transaction and execute these documents as soon as possible. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Resolution shall take effect and be in force immediately upon passage by Council.

Passed in Council this 12th day of November, 2013.


Gavin Renner, Mayor

ATTEST:


Sharon Brussee, Clerk of Council

APPROVED:

Approved as to form this 5th day of November 2013:



Brian M. Zets, Esq.
Village Solicitor

Real Estate Purchase Contract

November 25 2013

1. **PROPERTY DESCRIPTION:** The undersigned Buyer, Joseph A. Langwasser, offers to purchase from the Seller, Village of Thornville, Ohio, the following described real estate including, without limitation, all improvements, fixtures, appurtenant rights privileges, and easements located in the Village of Thornville, County of Perry, and the State of Ohio known as: being approximately .11 acres located at 6 South Main Street, Thornville, Ohio being parcel 390000210000, which is more particularly described on the legal description and survey which is attached hereto as Exhibit A (sometimes herein the "Premises").
2. **PRICE AND TERMS:** The purchase price is Eleven Thousand Five Hundred One Dollar (\$11,501.00) payable as follows: cash at closing.
3. **INTENTIONALLY OMITTED.**
4. **POSSESSION:** Possession shall be given upon closing.
5. **INTENTIONALLY OMITTED.**
6. **INTENTIONALLY OMITTED.**
7. **DAMAGE OR DESTRUCTION OF PROPERTY:** Risk of physical loss to the real estate and improvements shall be borne by Seller until closing, provided that if any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the property, or (b) rescind the contract and thereby release all parties from liability hereunder by giving written notice to Seller and Broker within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction.
8. **CONDITION OF PREMISES:** Seller agrees that upon delivery of deed, the improvements constituting part of the real estate shall be in the same condition as they are on the date of this offer, reasonable wear and tear expected.
9. **EVIDENCE OF TITLE:** If requested by Buyer within 5 days of the date of this contract, Seller shall furnish and pay for an owner's title insurance commitment and policy in the amount of the purchase price. The title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 8:00 a.m. on the business day prior to the date of closing, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this contract; (c) zoning ordinances; (d) legal highway and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with the present lawful use. Buyer shall pay any additional costs incurred in connection with mortgage title insurance issued for the protection of Buyer's lender. If Buyer desires a survey, Buyer shall pay the cost thereof. If title to all or part of real estate is unmarketable, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted in this contract, Seller shall, within thirty (30) days after a written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception thereof. In the event Seller is unable to remedy to insure against the defect within the thirty (30) day period, the Buyer may either declare this contract null and void or close and waive any claims related to the same. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.
10. **CONVEYANCE AND CLOSING:** At closing, Seller shall pay transfer taxes and deed preparation and shall convey, at closing, marketable title (as described in paragraph 9) to the real estate by deed of limited warranty (or appropriate fiduciary deed if seller is a fiduciary) in fee simple, with release of dower, if any. The date of closing shall be on or before December 15, 2013, or sooner if requested by Buyer.

11. **TAXES AND ASSESSMENTS:** At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all agricultural use tax recoupments for years prior to the year of closing. With regard to further assessments, Seller warrants to the best of Seller's knowledge that, as of the acceptance hereof, no improvements or services to the site or area have been installed or furnished that would result in the costs being assessed against the real estate, and no written notification has been received by Seller from public authority or owner's association of future improvements that would result in costs being assessed against the real estate. Real estate taxes and assessments are subject to retroactive change by governmental authority. The real estate taxes for the property for the current tax year may change as a result of the transfer or as a result of a change in the tax rate.
12. **BUYER'S EXAMINATION:** BUYER IS RELYING SOLELY UPON HIS OWN EXAMINATION OF THE REAL ESTATE AND INSPECTIONS HEREIN REQUIRED, IF ANY, FOR ITS PHYSICAL CONDITION, CHARACTER, AND SUITABILITY FOR BUYER'S INTENDED USE AND IS NOT RELYING UPON ANY REPRESENTATIONS BY SELLER. BUYER IS ACQUIRING THE PREMISES IN AN "AS IS, WHERE IS" CONDITION AND WITH ALL FAULTS.
13. **INTENTIONALLY OMITTED.**
14. **ENVIRONMENTAL DISCLAIMER BY SELLER:** Buyer acknowledges that Seller has made no independent investigation to determine whether hazardous materials exist in, on or about the property. Buyer understands that any such determination requires the expertise of a specialist in hazardous materials, the retaining of which is the responsibility of Buyer and not that of the Seller.
15. **INTENTIONALLY OMITTED.**
16. **MISCELLANEOUS:** This contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by Buyer and Seller and copies provided to them. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Time is of the essence of all provisions of this contract. All provisions of this contract shall survive the closing. In compliance with fair housing laws, no party shall in any manner discriminate against any Buyer or Buyers because of race, color, religion, sex, familial status, handicap or national origin. Paragraph captions are for identification only and are not part of this contract.

SELLER:

Village of Thornville, Ohio
An Ohio Municipal Corporation



By: Beth Patrick
Its: Village Administrator

BUYER:



Joseph A. Langwasser
Address: 11693 Gutridge Rd.,
Thornville, Ohio 43076

Approved as to form:



By: Brian M. Zets, Esq.
Its: Village Solicitor

DEED DESCRIPTION
0.11 ACRE {4,785.00 sq. ft.}
THE VILLAGE OF THORNVILLE PROPERTY [entire]
AUDITOR'S PARCEL # 390000210000 [entire]

BEING A PART OF SECTION #9, TOWNSHIP 18 NORTH, RANGE 17 WEST, THORN TOWNSHIP, IN THE VILLAGE OF THORNVILLE, PERRY COUNTY, OHIO. ALSO BEING A PART OF LOT #17 IN THE ZARTMAN ADDITION TO THE VILLAGE OF THORNVILLE AS RECORDED IN PLAT BOOK 2, PAGE 22 OF THE PERRY COUNTY RECORDER. [ALSO BEING THE VILLAGE OF THORNVILLE PROPERTY OF OFFICIAL RECORD BOOK 385, PAGE 1779 OF THE PERRY COUNTY RECORDER] AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

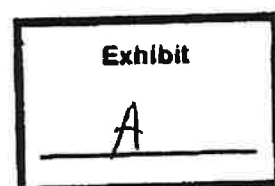
BEGINNING AT A MAG NAIL SET, IN A CONCRETE SIDEWALK, MARKING THE SOUTHWEST CORNER OF LOT 17 AND IN THE EAST LINE OF, 50.00 FEET WIDE, SOUTH MAIN STREET [ALSO BEING THE NORTHWEST CORNER OF THE PROPERTY OF JOHN and KATHY RIDENOUR OF OFFICIAL RECORD BOOK 379, PAGE 1824];

THENCE, FROM SAID "POINT OF BEGINNING", N 5° 06' 00" E 29.00 FEET, IN THE EAST LINE OF "SOUTH MAIN STREET", TO A MAG NAIL SET IN SAID "CONCRETE SIDEWALK" MARKING THE SOUTHWEST CORNER OF THE JOSEPH A. and LILLANE LANGWASSER PROPERTY { WHICH IS A PART OF "LOT 17" } OF OFFICIAL RECORD BOOK 322, PAGE 2032;

THENCE, LEAVING "SOUTH MAIN STREET", S 85° 27' 46" E 165.00 FEET; IN THE SOUTH BOUNDARIES, RESPECTIVELY, OF SAID "LANGWASSER" PROPERTY THE JAMES CONORS PROPERTY OF OFFICIAL RECORD BOOK 360, PAGE 2560 AND THE PROPERTY OF SAID "JOSEPH A. and LILLANE LANGWASSER" OF OFFICIAL RECORD BOOK 380, PAGE 366, TO A MAG NAIL SET IN A CONCRETE LOADING RAMP, WHICH IS IN THE WEST LINE OF AN, 16.50 FEET WIDE, ALLEY;

THENCE, LEAVING LAST MENTIONED "LANGWASSER" PROPERTY, S 5° 06' 00" W 29.00 FEET, IN THE WEST LINE OF SAID "ALLEY", TO AN IRON PIN SET MARKING THE SOUTHEAST CORNER OF LOT 17 [ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID "RIDENOUR" PROPERTY] [SAID "IRON PIN SET" BEARS N 5° 06' 00" E 198.00 FEET FROM AN EXISTING IRON PIN MARKING THE SOUTHEAST CORNER OF LOT 32];

THENCE, LEAVING SAID "ALLEY", N 85° 27' 46" W 165.00 FEET, IN THE NORTH BOUNDARY OF SAID "RIDENOUR" PROPERTY AND IN THE SOUTH LINE OF "LOT 17", TO A "MAG NAIL SET" AND THE PLACE OF BEGINNING OF THIS 0.11 ACRE PARCEL.



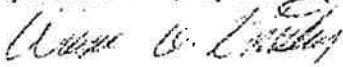
THE PARCEL AS DESCRIBED CONTAINS 0.11 ACRE or 4,785.00 sq. ft., MORE OR LESS, SUBJECT TO LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

ALL IRON PINS SET ARE 5/8" INCH BY 30" INCH STEEL ROD WITH PLASTIC IDENTIFICATION CAPS MARKED KNISLEY 7231.

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE EAST LINE OF SOUTH MAIN STREET AS BEING N 5° 06' 00" E ie. ALL BEARINGS DESCRIBED HEREIN ARE TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY.

THE ABOVE DESCRIPTION IS BASED ON A FIELD SURVEY MADE BY A & E SURVEYING ON MAY 23, 2012. SEE THE PLAT ATTACHED.

A & E SURVEYING
P.O. BOX 420
SOMERSET, OHIO 43783
PH: (740) 743-2201, FAX: 743-2498, CELL: (740) 605-0002


WAYNE A. KNISLEY
OHIO REGISTERED SURVEYOR # 7231
DATE: MAY 23, 2012



