

Village of Crooksville

ORDINANCE No. 2575

**ORDINANCE AUTHORIZING SALE OF MUNICIPAL PROPERTY FOLLOWING BID;
HERITAGE HALL AND REED STATION PARK**

Whereas, Ohio Revised Code § 721.01 provides municipal corporations the special power to sell real estate belonging to the municipal corporation, when such real estate is not needed for any municipal purpose; and

Whereas, the Village of Crooksville, by Ordinance Number 2490, passed July 21, 2014, and by Ordinance Number 2555, passed May 2, 2016, declared the real estate commonly referred to as “Tract 1 West of Reed Station Park” and the real estate commonly referred to as “Heritage Hall”, both located upon Main Street in the Village of Crooksville, and more particularly described as set forth in Exhibits A and B attached hereto and incorporated herein by reference, ‘no longer needed for public purpose’ and further authorized sale thereof and the placement of an advertisement for that sale by sealed bid;

Whereas, in response to such request for bids, the bid of Stanley Knox in the amount of \$8,500.00, was the highest and best and met the minimum qualifications set by the Village.

NOW THEREFORE, two thirds (2/3) of the members of the Council of the Village of Crooksville, Perry County, Ohio, concurring therein, **IT IS THEREFORE ORDAINED**:

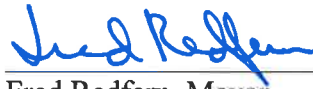
Section 1: That the sale of the above-described property to Stanley Knox, who has requested to consummate the transaction and accept title in the name of his company, Just Truck It, Inc., an Ohio Corporation, is hereby authorized, and his bid accepted.

Section 2: The Village Administrator is hereby authorized to enter into a real estate purchase contract with said Stanley Knox/Just Truck It, Inc. for the sale of said property in accordance with said bid. Said purchase agreement shall be prepared by the Village Solicitor and shall comport in substantial form as the agreement attached hereto as Exhibit C.

Section 3: That this Ordinance is effective at the earliest date allowed by law.


1st Reading: 11/07/2016
2nd Reading: 11/21/2016
3rd Reading: 12/05/2016

Passed: December 5, 2016.



Fred Redfern, Mayor

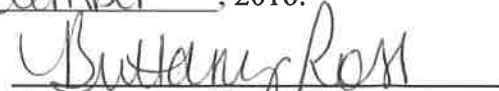
ATTESTED:



Brittany Ross, Fiscal Officer

Posting Certification

This ordinance was posted at the five prescribed locations within the Village of Crooksville, Ohio, on the 10th day of December, 2016.



Brittany Ross, Fiscal Officer

Exhibit A
(Tract 1 West of Reed Station Park)

Situated in the County of Perry, in the State of Ohio, and in the Village of Crooksville, and bounded and described more particularly as follows:

Being a part of the northeast quarter of Section 20, Township 14, Range 14; Beginning at the northwest corner of said quarter section; thence east 1669 feet; thence south 46-3/4 degrees east 691 feet; thence south 31-3/4 degrees east 281 feet to an iron pin located in the center of Main Street which is also located in a line with the southern boundary line of the property demised and which is more particularly described as follows: Commencing at said iron pin; thence south 77 degrees east 33 feet to the place of beginning; thence south 77 degrees east 64.05 feet; thence north 21-1/4 degrees east 185 feet; thence north 77 degrees west 86.5 feet; thence south 13 degrees west 183.6 feet to the place of beginning, containing .30 of an acre, more or less.

Excepting therefrom two feet off of the west side of the above described tract of land conveyed to Lillie Tredwell by deed dated April 1, 1909, recorded in Volume 78, Page 559, of the Deed Records of Perry County, Ohio.

Exhibit B
(Heritage Hall)

Situated in the State of Ohio, in the County of Perry, in the Township of Harrison, T-14, R-14, being a resurvey of Darrell and Velma Thomas, Volume 229, Page 121, being Lot 512 of the corrected Plat of Brannon, Hull & Burley's Addition to Crooksville Plat Book 3, Page 147, being part of Section 20, and more particularly described as follows:

Beginning at a one (1) inch bolt found at the Northwest corner of Lot 509; thence along the South line of Main Street South 78 degrees 55 minutes 15 seconds East 89.50 feet to a point and the place of beginning; thence continuing along said line South 78 degrees 55 minutes 15 seconds East 55.00 feet to a point; thence leaving Main Street along the East line of Lot 512 South 39 degrees 39 minutes 17 seconds West 115.34 feet to an iron pin found, passing an iron pin set at 5.00 feet; thence along the West line of Lot 512 North 11 degrees 10 minutes 29 seconds East 101.29 feet to the place of beginning, passing an iron pin set at 99.29 feet, containing 0.06 acres, more or less, subject to all legal highways and easements.

Auditor's Parcel Number: 110012430000

Iron pins set are 5/8 inch rebar with plastic identification caps.

Bearings are based on the West line of Lot 512 as being North 11 degrees 10 minutes 29 seconds East.

This description was written from a survey made by Kevin Cannon, 7224, on January 15, 1997.

Exhibit C

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made this _____ day of December, 2016, by and between ***The Village of Crooksville***, an Ohio Municipal Corporation, of 93 S. Buckeye Street, Crooksville, Ohio, 43731, hereinafter "Seller," and ***Just Truck It, Inc.***, an Ohio Corporation, by Stanley Knox, its duly authorized President, of 8645 High Point Road, Thornville, Ohio, 43076, hereinafter "Buyer";

Whereas, the Village of Crooksville, pursuant to previous declarations of its Legislative Body by Ordinance Number 2490, passed July 21, 2014, and by Ordinance Number 2555, passed May 2, 2016, declared the property herein described 'no longer needed for public purpose' and further authorized sale thereof and the placement of an advertisement for that sale by sealed bid;

Whereas, Stanley Knox submitted a bid for the purchase of the property described herein, which such bid the Village of Crooksville, by vote of its Legislative Body, accepted and declared the highest and best bid for the property;

Whereas, Stanley Knox submitted said bid on behalf of his company, Just Truck It, Inc., and therefore requested his bid and the sale of the property is consummated in the name of Just Truck It, Inc.; and

Whereas, the Village of Crooksville, by Ordinance passed by Village Council subsequent to the opening of bids and award of the sale to Just Truck It, Inc., did authorize entry into this Real Estate Purchase Agreement in order to effectuate sale.

NOW THEREFORE:

1. Seller hereby agrees to sell to Buyer and Buyer agrees to buy and pay for the real estate commonly referred to as "Tract 1 West of Reed Station Park" and the real estate commonly referred to as "Heritage Hall", both located upon Main Street in the Village of Crooksville, and more particularly described as set forth in Exhibits A and B attached hereto and incorporated herein by reference.

2. Buyer agrees to purchase the real estate in its present condition, *AS IS*, except as herein and hereafter expressly set forth, and acknowledges that Buyer has examined the physical

condition, character and size of said real estate, and signed this agreement as a result of said examination. This instrument contains the entire agreement between the parties and no representation, promises, provisions, terms, warranties, conditions, or obligations whatsoever, expressed or implied, other than herein set forth shall be binding upon Buyer and Seller. Seller certifies that there are no citations filed by local authorities alleging any zoning or Building Code Violations at time of closing.

3. Upon the delivery of a good and sufficient warranty deed from Seller conveying marketable title, Buyer agrees to pay for said real estate and Seller agrees to accept the sum of Eight Thousand Five Hundred and No/100 Dollars (\$8,500.00), said sum to be paid in cash at the time of closing hereof, closing to be held no later than 12:00 P.M., Friday, December 30, 2016. Either Seller or Buyer may postpone the closing for up to thirty (30) days, upon mutual agreement, to deal with any obstacle to closing.

4. If a title search is desired by Buyer, Buyer shall pay all costs of title examination or other title evidence. If an owner's policy of title insurance is desired by Buyer, Buyer shall pay all costs of the owner's policy of title insurance. If a metes and bounds survey is necessary for transfer, Seller and Buyer shall equally divide all costs of metes and bounds survey. If the title to all or any part of the property is unmarketable, or is subject to liens and encumbrances other than those permitted hereunder, Seller shall be responsible for remedying or removing such defect, lien or encumbrance within thirty (30) days after notification by Buyer, provided further that if Seller fails or is unable to clear such defect, lien or encumbrances, the Buyer has the option to terminate this agreement, or elect to proceed with the transaction subject to said defects, liens or encumbrances. Merchantability of title shall be determined in accordance with the Standards of Title Examination adopted by the Ohio State Bar Association.

5. Seller agrees to deliver possession of said premises at closing.

6. Seller and Buyer are aware that taxes and assessments for all years prior to closing, and for which Seller has been the owner of the property have been appropriately exempted, and as such Seller owes no taxes for the property, and this closing therefore will not involve traditional tax proration or payment of real property taxes by Seller for the year of closing. Buyer acknowledges and understands that Buyer will not take this property subject to the tax exemption granted Seller.

7. Buyer shall bear the responsibility and costs for any inspections that may be desired.

8. The risk of loss or damage by fire or other casualty or cause to the premises before delivery of the deed is assumed by Seller. In the event of loss or damage, this Agreement shall not be affected but Seller shall assign to Buyer all its rights under any insurance policies applicable with respect to loss or damage, or if Buyer requests, Seller shall permit Buyer to

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