

Village of Crooksville

ORDINANCE No. 2586

**ORDINANCE AUTHORIZING SALE OF MUNICIPAL PROPERTY FOLLOWING BID;
35 CHINA STREET (“THE ELLIOTT BUILDING”)**

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 2561, passed July 18, 2016, declared the real estate located at 35 China Street, Crooksville, Ohio, commonly referred to as “The Elliott Building,” and more particularly described as set forth in Exhibit A attached hereto and incorporated herein by reference, ‘no longer needed for any municipal 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 PCC Airfoils, LLC, an Ohio Limited Liability Company, in the amount of \$137,000.00, was the highest and best and met the minimum qualifications set by the Village; and

Whereas, the bid was accompanied by the bidder’s 10% deposit as required by the Notice for Bids in Sale of Land.

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 PCC Airfoils, LLC, an Ohio Limited Liability Company, is hereby authorized, and its bid is accepted.

Section 2: The Village Administrator is hereby authorized to enter into a real estate purchase contract with said PCC Airfoils, LLC, an Ohio Limited Liability Company, 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 B.


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

1st Reading: April 3, 2017

2nd Reading: April 17, 2017

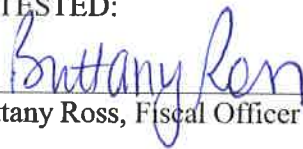
3rd Reading: May 1, 2017

Passed: May 1, 2017.



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 2nd day of May, 2017.

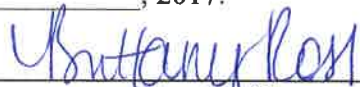

Brittany Ross, Fiscal Officer

Exhibit A

Situated in the State of Ohio, County of Perry, Township of Harrison, Village of Crooksville, Township 14, Range 14, Section 20, bounded and described as follows:

Being a remainder part of Russell K. Elliott recorded in Deed Vol. 260, Page 901, and Deed Vol. 218, Page 174.

Commencing at a rail road spike found on the North line of Main Street at the intersection of the East line of Rail Road Street from which the Southeast Corner of Lot 84 of James Moores Addition Plat Book 3, Page 27 bears South 78 degrees 55 minutes 15 seconds East 40.67 feet; Thence North 31 degrees 23 minutes 32 seconds West along 120.03 feet to an iron pin found the place of beginning; Thence continuing along Rail Road Street and Vol. 260, Page 901, (part of Old Rail Road) North 31 degrees 23 minutes 32 seconds West 252.43 feet to an iron pin found; Thence along the Southlines of Glass Floss Vol. 216, Page 22 and 23 the next 4 courses and distances: North 58 degrees 57 minutes 9 second East 99.66 feet to an iron pin found, passing a concrete R.R. post at 98 feet, North 68 degrees 47 minutes 00 seconds East 30.00 feet to an iron pin set, North 21 degrees 13 minutes 00 seconds West 16.00 feet to an iron pin set, North 74 degrees 41 minutes 00 seconds East 126.95 feet to an iron pin set on the West line of China Street; Thence along China Street the next six courses and distances: South 23 degrees 35 minutes 11 seconds East 136.05 feet to a point, South 26 degrees 19 minutes 25 seconds East 78.15 feet to a point, South 16 degrees 20 minutes 46 seconds East 37.74 feet to a point, South 4 degrees 24 minutes 12 seconds East 18.56 feet to a point, South 3 degrees 05 minutes 20 seconds East 34.47 feet to an iron pin found; Thence along the split lines of Russell K. Elliott Vol. 260, Page 901, and Vol. 218, Page 174 the next 2 courses and distances: North 78 degrees 28 minutes 45 seconds West 101.11 feet to an iron pin found and South 58 degrees 36 minutes 28 seconds West 120.00 feet to the place of beginning containing 1.46 acres more or less:

Bearings are based on the North line of the Northeast Quarter of Section 20 bearing South 89 degrees 29 minutes 26 seconds East.

Above description is based on the survey by R.L. Daniels, Registered Surveyor No. 5410, April 10, 2000, and is intended for legal transfer of property described and does not intend to describe all of any easements of record nor encroachments unless otherwise indicated.

Iron pins set are No. 5 reinf. Bars 30 inches long with plastic ID caps.

Ref. Vol. 260, Page 901; Vol. 218, Page 174; Vol. 178, Page 578; Vol. 250, Page 362; and Vol. 186, Page 565.

Auditor's Parcel Number 110014960100.

Property Address: 35 China Street, Crooksville, Ohio, 43731.

Prior Reference: Official Records Book 260, Page 392.

Exhibit B

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made this _____ day of May, 2017, by and between **The Village of Crooksville**, an Ohio Municipal Corporation, of 93 S. Buckeye Street, Crooksville, Ohio, 43731, hereinafter "Seller," and PCC Airfoils, LLC, an Ohio Limited Liability Company, by _____, its duly authorized _____, of 101 China Street, Crooksville, Ohio, 43731, hereinafter "Buyer";

Whereas, the Village of Crooksville, pursuant to previous declaration of its Legislative Body by Ordinance Number 2561, passed July 18, 2016, declared the property herein described 'no longer needed for any municipal purpose' and further authorized sale thereof and the placement of an advertisement for that sale by sealed bid;

Whereas, PCC Airfoils, LLC, an Ohio Limited Liability Company, 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, PCC Airfoils, LLC, an Ohio Limited Liability Company, submitted with said bid his 10% deposit in the amount of \$13,700.00; and

Whereas, the Village of Crooksville, by Ordinance passed by Village Council subsequent to the opening of bids and award of the sale to PCC Airfoils, LLC, an Ohio Limited Liability Company, 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 "The Elliott Building," located at 35 China Street in the Village of Crooksville, and more particularly described as set forth in Exhibit A 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 One Hundred Thirty-Seven Thousand and No/100 Dollars (\$137,000.00), said sum to be paid in cash at the time of closing hereof, closing to be held within thirty (30) days of the effective date of the passage of the Village's Ordinance awarding the bid and authorizing this contract. 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

Exhibit A

Situated in the State of Ohio, County of Perry, Township of Harrison, Village of Crooksville, Township 14, Range 14, Section 20, bounded and described as follows:

Being a remainder part of Russell K. Elliott recorded in Deed Vol. 260, Page 901, and Deed Vol. 218, Page 174.

Commencing at a rail road spike found on the North line of Main Street at the intersection of the East line of Rail Road Street from which the Southeast Corner of Lot 84 of James Moores Addition Plat Book 3, Page 27 bears South 78 degrees 55 minutes 15 seconds East 40.67 feet; Thence North 31 degrees 23 minutes 32 seconds West along 120.03 feet to an iron pin found the place of beginning; Thence continuing along Rail Road Street and Vol. 260, Page 901, (part of Old Rail Road) North 31 degrees 23 minutes 32 seconds West 252.43 feet to an iron pin found; Thence along the Southlines of Glass Floss Vol. 216, Page 22 and 23 the next 4 courses and distances: North 58 degrees 57 minutes 9 second East 99.66 feet to an iron pin found, passing a concrete R.R. post at 98 feet, North 68 degrees 47 minutes 00 seconds East 30.00 feet to an iron pin set, North 21 degrees 13 minutes 00 seconds West 16.00 feet to an iron pin set, North 74 degrees 41 minutes 00 seconds East 126.95 feet to an iron pin set on the West line of China Street; Thence along China Street the next six courses and distances: South 23 degrees 35 minutes 11 seconds East 136.05 feet to a point, South 26 degrees 19 minutes 25 seconds East 78.15 feet to a point, South 16 degrees 20 minutes 46 seconds East 37.74 feet to a point, South 4 degrees 24 minutes 12 seconds East 18.56 feet to a point, South 3 degrees 05 minutes 20 seconds East 34.47 feet to an iron pin found; Thence along the split lines of Russell K. Elliott Vol. 260, Page 901, and Vol. 218, Page 174 the next 2 courses and distances: North 78 degrees 28 minutes 45 seconds West 101.11 feet to an iron pin found and South 58 degrees 36 minutes 28 seconds West 120.00 feet to the place of beginning containing 1.46 acres more or less:

Bearings are based on the North line of the Northeast Quarter of Section 20 bearing South 89 degrees 29 minutes 26 seconds East.

Above description is based on the survey by R.L. Daniels, Registered Surveyor No. 5410, April 10, 2000, and is intended for legal transfer of property described and does not intend to describe all of any easements of record nor encroachments unless otherwise indicated.

Iron pins set are No. 5 reinf. Bars 30 inches long with plastic ID caps.

Ref. Vol. 260, Page 901; Vol. 218, Page 174; Vol. 178, Page 578; Vol. 250, Page 362; and Vol. 186, Page 565.

recover in the Seller's name, but at the Buyer's own expense, the amount of the loss on the policies. If Seller sues in its own name to recover the amount of the loss or damage, it shall assign the amount so recovered to Buyer less expenses of recovery.

9. The property shall include the land, and all appurtenant rights, if any, delivered in present condition, *AS IS*.

10. Seller shall pay for preparation of purchase agreement, preparation of deed, conveyance fee and one half of closing fee. Buyer shall pay transfer fee, recording fee, courier/handling fee, one half of closing fee and any and all costs associated with Buyer's borrowing, if any. Seller and Buyer shall equally divide the costs of any survey necessary for transfer.

11. Pursuant to the request and instruction of Buyer, title to the subject property shall be placed pursuant to deed from Seller, in the name of PCC Airfoils, LLC, an Ohio Limited Liability Company.

WHEREAS, the parties hereto have set their hand this _____ day of May, 2017.

SIGNED:

BUYER:

PCC Airfoils, LLC, an Ohio Limited
Liability Company

By: _____
Its duly authorized _____

SELLER:

Village of Crooksville, an Ohio Municipal
Corporation

By: Tom Collins, its Village Administrator

This instrument prepared by **ALLEN & BAUGHMAN**, Attorneys at Law,
Zanesville, Ohio, 43701.

Auditor's Parcel Number 110014960100.

Property Address: 35 China Street, Crooksville, Ohio, 43731.

Prior Reference: Official Records Book 260, Page 392.