

*Village of Crooksville*

**ORDINANCE No. 2652**

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

**Whereas**, Ohio Revised Code § 721.01 provides municipal Limited Liability Companies the special power to sell real estate belonging to the municipal Limited Liability Company, 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 2647, passed April 1, 2019, declared the real estate commonly referred to as “The Lot 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 for not less than \$10,500.00;

**Whereas**, in response to such request for bids, the bid of Underground Athletics LLC in the amount of \$10,500.00, 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**:

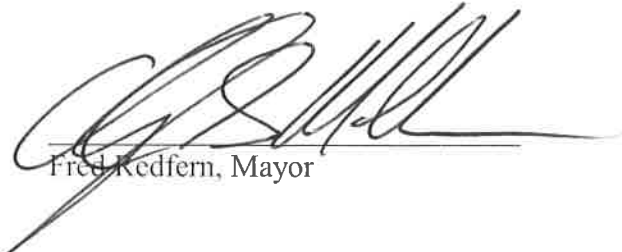
**Section 1:** That the sale of the above-described property to Underground Athletics LLC is hereby authorized, and his bid accepted.

**Section 2:** The Village Administrator is hereby authorized to enter into a real estate purchase contract with said Underground Athletics LLC 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.

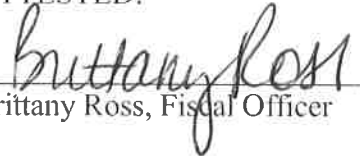
**Section 3:** That this Ordinance is effective at the earliest date allowed by law.

**1<sup>st</sup> Reading:** May 20, 2019 ;  
**2<sup>nd</sup> Reading:** June 3, 2019 ;  
**3<sup>rd</sup> Reading:** June 17, 2019 ;

**Passed:** June 17, 2019 .

  
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 24<sup>th</sup> day of June, 2019.

  
Brittany Ross, Fiscal Officer

**Exhibit A**  
**(The Lot West of Reed Station Park)**

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 all of Crooksville Coal Co. Deed Vol. 277, Page 146.

Commencing at an iron pin found at the Northwest Corner of the Northeast Quarter of Section 20; Thence North 90 degrees 00 minutes 00 seconds East 2546.98 feet to a point; Thence North 1 degrees 45 minutes 20 seconds East 103.00 feet to a point; Thence North 90 degrees 00 minutes 00 seconds East 50.04 feet to a point; Thence on a 5779.65 foot radius curve to the left along Old. Penn Central Rail Road the chord of which bears South 1 degree 17 minutes 51 seconds East 705.43 to a point; Thence South 28 degrees 55 minutes 53 seconds West 145.00 feet to an iron pin found; Thence North 78 degrees 59 minutes 19 seconds West along the North line of Main Street 91.02 feet to a hole found in concrete sidewalk the place of beginning; Thence along the North line of Main Street North 78 degrees 59 minutes 19 seconds West 92.45 feet to a point; Thence leaving Main Street North 13 degrees 29 minutes 27 seconds East along Harold Wiseman Vol. 241 Page 754, 163.57 feet to an iron pin set passing an iron pin set at 10.03 feet; Thence South 78 degrees 59 minutes 19 seconds East along a 16 foot wide alley 85.80 feet to an iron pin set; Thence South 11 degrees 09 minutes 53 seconds West along the Village of Crooksville O.R. Vol. 59, Page 486 163.41 feet to the place of beginning containing 0.33 acres more or less:

Bearings are based on the North line of the Northeast Quarter of Section 20 bearing North 90 degrees 00 minutes 00 seconds East.

Above description is based on the survey by R.L. Daniels, Registered Surveyor No. 5410, Sept. 1, 1999 and is intended for legal transfer of property described and does not intend to describe all or any easements of record nor encroachments unless otherwise indicated.

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

Reference Vol. 277, Page 146.

**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 21<sup>st</sup> day of June, 2019, by and between *The Village of Crooksville*, an Ohio Municipal Limited Liability Company, of 93 S. Buckeye Street, Crooksville, Ohio, 43731, hereinafter "Seller," and *Underground Athletics LLC*, an Ohio Limited Liability Company, by Underground Athletics LLC, 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 2647, passed April 1, 2019, 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**, Underground Athletics LLC 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; and

**Whereas**, the Village of Crooksville, by Ordinance passed by Village Council subsequent to the opening of bids and award of the sale to Underground Athletics LLC, 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 Lot 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 Ten Thousand Five Hundred and No/100 Dollars (\$10,500.00), 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, July 19, 2019. 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 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.

**WHEREAS**, the parties hereto have set their hand this 21<sup>st</sup> day of June, 2019.

**SIGNED:**

**BUYER:**

Underground Athletics LLC,  
an Ohio Limited Liability Company

  
By: Jamey Brannon, Member

  
By: Brittany Brannon, Member

**SELLER:**

Village of Crooksville,  
an Ohio Municipal Corporation

  
By: Tom Collins, its Village Administrator

**Exhibit A**  
**(The Lot West of Reed Station Park)**

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 all of Crooksville Coal Co. Deed Vol. 277, Page 146.

Commencing at an iron pin found at the Northwest Corner of the Northeast Quarter of Section 20; Thence North 90 degrees 00 minutes 00 seconds East 2546.98 feet to a point; Thence North 1 degrees 45 minutes 20 seconds East 103.00 feet to a point; Thence North 90 degrees 00 minutes 00 seconds East 50.04 feet to a point; Thence on a 5779.65 foot radius curve to the left along Old. Penn Central Rail Road the chord of which bears South 1 degree 17 minutes 51 seconds East 705.43 to a point; Thence South 28 degrees 55 minutes 53 seconds West 145.00 feet to an iron pin found; Thence North 78 degrees 59 minutes 19 seconds West along the North line of Main Street 91.02 feet to a hole found in concrete sidewalk the place of beginning; Thence along the North line of Main Street North 78 degrees 59 minutes 19 seconds West 92.45 feet to a point; Thence leaving Main Street North 13 degrees 29 minutes 27 seconds East along Harold Wiseman Vol. 241 Page 754, 163.57 feet to an iron pin set passing an iron pin set at 10.03 feet; Thence South 78 degrees 59 minutes 19 seconds East along a 16 foot wide alley 85.80 feet to an iron pin set; Thence South 11 degrees 09 minutes 53 seconds West along the Village of Crooksville O.R. Vol. 59, Page 486 163.41 feet to the place of beginning containing 0.33 acres more or less:

Bearings are based on the North line of the Northeast Quarter of Section 20 bearing North 90 degrees 00 minutes 00 seconds East.

Above description is based on the survey by R.L. Daniels, Registered Surveyor No. 5410, Sept. 1, 1999 and is intended for legal transfer of property described and does not intend to describe all or any easements of record nor encroachments unless otherwise indicated.

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

Reference Vol. 277, Page 146.



**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.