

A RESOLUTION AUTHORIZING VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF REAL ESTATE LOCATED WITHIN THE VILLAGE OF SWANTON AND LOCATED AT 419 SOUTH MAIN STREET

WHEREAS, the Village of Swanton wishes to purchase a certain parcel of real estate located at 419 South Main Street, Swanton, Fulton County, Ohio.

WHEREAS, the Village of Swanton wishes to approve the purchase of real estate and execution of the Real Estate Purchase Agreement which is attached hereto as "Exhibit A", and incorporated herein by reference.

NOW THEREFORE BE IT RESOLVED, by the Council of the Village of Swanton, Fulton County, Ohio, three-fourths(¾) of the members elected thereto concurring and as follows:

**Section One.** That Council hereby approves the purchase of the real estate and execution of attached Exhibit A by the Village Administrator, and authorizes the Village Administrator to take all necessary steps to effectuate said purchase.

**Section Two.** It is found and determined that all formal actions of Council concerning or relating to the passage of this resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the Village of Swanton and the State of Ohio.

**Section Three.** This resolution shall be in full force and effective immediately upon passage.

Vote on Passage

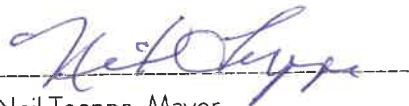
Moved: Pilliod

Second: Kania

YEAS: 5

NAYS: 0

Date of Passage:



Neil Toeppe, Mayor

Attest:

I, Holden Benfield, Fiscal Officer of the Village of Swanton, do hereby certify that this is a true and accurate copy of Resolution 2023-22, passed on July 17, 2023.



Holden Benfield, Fiscal Officer

## REAL ESTATE PURCHASE AGREEMENT

1. **OFFER.** The undersigned purchaser ("Purchaser") offers to buy from the owner(s) ("Seller") the property described below ("Property") on the terms contained in this Offer. This Offer remains open for acceptance until 5:00 p.m. on July 14, 2023. Upon delivery of the executed acceptance ("Acceptance"), this Offer shall become a legally binding contract ("Agreement").
2. **PROPERTY.** The property included in this Offer is as follows:  
  
419 South Main Street Swanton, Fulton County, Ohio.  
Parcel I.D.# 28-053176-01000  
See Exhibit A.
3. **PRICE.** The Purchase Price is One Hundred, and Thirty Thousand Dollars (\$130,000.00).
4. **FINANCING.** This Agreement is not conditioned upon financing.
5. **CLOSING AND POSSESSION.** Closing shall be held on or before July 31, 2023, ("Closing"), unless extended as provided in this Agreement or by mutual consent. Possession shall be granted 90 days after Closing.
6. **CONDITION OF PROPERTY.** Purchaser acknowledges that purchaser is purchasing the Property in its present "as is" condition, including any defects or problems specified in this Agreement or that have been otherwise disclosed by Seller. All personal property not a fixture shall be removed by the Seller before possession or shall become the property of Purchaser.
7. **PRORATIONS AND CLOSING COSTS.** Taxes, liens, and assessments shall be paid prorated at closing utilizing the lien method consistent with the practices in Fulton County, Ohio.
8. **TITLE.** Seller shall furnish Purchaser, at Seller's expense, a Guaranteed Certificate of Title covering the Property, or, if Purchaser requests title evidence other than a Guaranteed Certificate of Title (Title Insurance) or title evidence in addition to a Guaranteed Certificate of Title (Preliminary Report), Seller shall pay the cost of a Guaranteed Certificate of Title and Purchaser shall pay the remainder. The title evidence shall be continued to the date of Closing, shall bear a stated liability equal to the Purchase Price of the Property, shall be issued by a responsible title company, and shall show title to be good and marketable in the name of Seller, free and clear from material defects, liens and encumbrances, except (a) those created or assumed by Purchaser, (b) those specifically set forth in this Agreement, (c) rights of tenants specifically disclosed to Purchaser, (d) zoning ordinances, (e) legal highways, and (f) restrictions and utility easements of record (unless they unreasonably interfere with the location of existing buildings, the present use of the

Property, or uses which Purchaser has disclosed to Seller in writing). If the title evidence reveals any title defect, Seller shall have thirty (30) days after demand by Purchaser to remove such defect and Closing shall be delayed accordingly. If Seller is unable or unwilling to remove the defect, Purchaser may accept title subject to such defect or may terminate this Agreement.

9. **DEED.** Seller shall convey to Purchaser marketable title to the Property in fee simple by transferable and recordable general warranty deed with proper release of dower, if any, or fiduciary deed, whichever is appropriate, free and clear of all liens and encumbrances, except taxes and assessments not due and payable until after the date of Closing.
10. **SELLER'S REPRESENTATIONS.** Seller represents that with respect to the Property (a) to the best of Seller's knowledge, no orders of any governmental authority are pending, (b) no work has been performed or improvements constructed that may result in future assessments, (c) no notices have been received from any public agency with respect to condemnation or appropriation, (d) there are no tenants in possession of the Property nor any persons who have tenancy rights to any portion of the Property, and (e) no toxic, dangerous or other hazardous substances have been released on or from the Property and no other adverse environmental conditions affect the Property.
11. **PURCHASER'S ACKNOWLEDGMENT.** Purchaser acknowledges that (a) Purchaser has examined the Property, (b) Purchaser has the opportunity to obtain additional inspections, (c) neither Seller nor any broker or agent involved in this transaction has made any representations concerning the Property upon which Purchaser has relied, except as specifically set forth in this Agreement or otherwise disclosed in writing to Purchaser, and (d) Purchaser is purchasing the property "as is".
12. **TERMINATION PROCEDURES.** If the final Offer is not accepted, all deposits shall promptly be returned to Purchaser. In the event the final Offer is accepted and becomes an Agreement and (a) the title is not marketable, or (b) any of the contingencies are not met or waived and Purchaser or Seller notifies the other within the applicable time period of such party's desire to terminate this Agreement, all deposits shall promptly be returned to Purchaser. In the event of a default by either Purchaser or Seller, the other party may pursue any legal or equitable remedies against the party in default, including but not limited to specific performance.
13. **GENERAL PROVISIONS.** The following provisions apply to all paragraphs of this Agreement: (a) upon Acceptance, this Agreement shall be binding upon each of the parties and their respective heirs, legal representatives, successors and assigns; (b) this Agreement shall not be assigned by Purchaser without the prior written consent of Seller, which consent shall not be unreasonably withheld; (c) the term "Agreement" as used herein means this Real Estate Purchase Agreement and all addenda, exhibits and amendments thereof; (d) this Agreement shall be governed and interpreted by the laws of the State of Ohio; (e) time is of the essence in the interpretation and implementation of this Agreement; (f) by signing this Agreement, Purchaser represents that all Purchasers are of legal age and capacity and have authority to enter into this Agreement; (g) by signing this Agreement,

Seller represents that all Sellers are of legal age and capacity, have sole and complete authority to enter into this Agreement and to sell the property and that the consent or approval of no other person or entity is required; (h) unless otherwise specified herein, all representations and warranties of any party shall survive Closing; (i) this Agreement may be executed in counterparts, each of which shall constitute an original; a fax copy showing signature(s) shall constitute an executed original counterpart; (j) any notices required by this Agreement to be in writing shall be delivered personally or by U.S. mail, postage prepaid, to the addresses stated below Purchaser's and Seller's names (or any other single address of which either gives notice to the other), or by electronic mail to Murphree@hml-law.net (for Purchaser) and Socceru9@yahoo.com (for Seller) shall be deemed to be given upon actual receipt or two (2) days after mailing, whichever first occurs and (k) unless expressly specified to the contrary herein the term "days" shall mean calendar days.

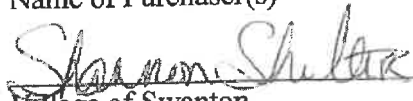
14. **ADDENDA.** There are no Addenda to this Purchase Agreement.

15. **CONTINGENCIES.** This Offer is contingent upon the following:

**Approval of the Village of Swanton Council at its next regular scheduled meeting following the date of acceptance. In the event that Council does not approve this Agreement, it shall be deemed null and void.**

**Date of Offer:** July 23, 2023


Name of Purchaser(s)

  
\_\_\_\_\_  
Village of Swanton

By: Shannon Shulters, Administrator

### SELLER'S ACCEPTANCE

The undersigned, being all of the owners of the Property, hereby accept the above Offer on all terms and conditions contained herein, acknowledged receipt of a copy thereof, and have executed this Agreement this 12<sup>th</sup> day of July 2023.

  
\_\_\_\_\_  
Seller

Michael J. Price  
Printed Name of Seller