

**VILLAGE OF CHAUNCEY
RESOLUTION NO. 2021-23**

**A RESOLUTION ACCEPTING THE DEED FOR 16 MAIN STREET,
CHAUNCEY FROM THE ATHENS COUNTY LAND REVITALIZATION
CORPORATION**

WHEREAS, the Athens County Land Revitalization Corporation (known as the Landbank) has acquired the property known as 16 Main Street in the Village and has demolished the nuisance building thereon, and;

WHEREAS, the Landbank is willing to convey the property lot at 16 Main street to the Village for use as part of the improvement plans of the Village;

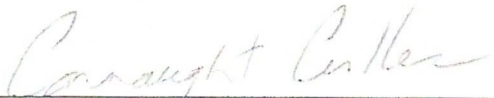
NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Chauncey, State of Ohio, as follows:

Section One: The Mayor and the Village Fiscal Officer are authorized to execute the purchase agreement and any other documents necessary to carry into effect the transfer of 16 Main Street from the Landbank to the Village. A draft copy of the purchase agreement is attached hereto as Exhibit A.


Section Two: The Village Fiscal Officer is authorized to pay the expenses set forth in the purchase agreement necessary to effectuate this transfer.

Section Three: This Resolution shall take effect immediately as provided by law. The requirement in ORC 705.15 and 713.17 for three readings is suspended as this matter is essential to carry out the improvement projects active within Village without further delay and therefore it is declared an emergency.

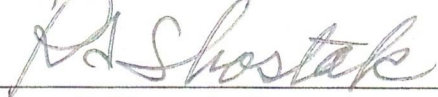
RESOLVED this 12th day of August, 2021.


Connaught Cullen
Council President

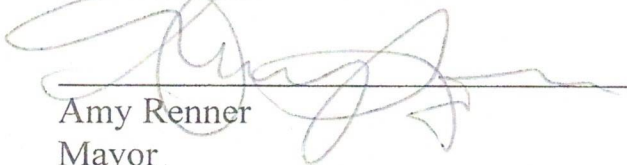
ATTEST:


Kevin Simon
Village Fiscal Officer

APPROVED AS TO FORM:


Robert J. Shostak, Esq.
Solicitor

APPROVED:


Amy Renner
Mayor

First Reading: August 12th, 2021

Second Reading: suspended

Third Reading: suspended

CERTIFICATION OF VILLAGE FISCAL OFFICER
AS TO POSTING OF RESOLUTION

The foregoing is a true copy of the original Resolution No. 2021-23.

Publication of this Resolution was made by posting a copy of the same in the following five locations within the Village, beginning on _____, 2021, and concluding on _____, 2021 (at least 15 days later):

Location

Date Posted

ATTEST:

Date: _____

Village Fiscal Officer

**ATHENS COUNTY LAND REUTILIZATION CORPORATION
PURCHASE AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of August, 2021, by and between the Athens County Land Reutilization Corporation an Ohio non-profit corporation (referred to as the "Seller") and the Village of Chauncey, 42 Converse Street, Chauncey, OH, 45719. (hereinafter referred to as the "Buyer").

1. **AGREEMENT OF PURCHASE AND SALE.** The Seller hereby agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller, for the price and on the terms and conditions set forth in this Agreement, the Seller's right, title and interest in and to certain real estate, more fully described on **Appendix A** hereto (the "Property"), being located at 16 Main Street, Chauncey, OH, 45719 (Tax parcel ID number G020060000900, subject to the terms and conditions as set forth in **Appendix B**.

1. **PURCHASE PRICE.** The price for the Property shall be One Dollar (\$1.00 USD) (the "Purchase Price"), paid in certified funds by the Buyer at the Closing.

1. **CLOSING CONTINGENCIES.** This Agreement shall X shall not be contingent on financing. If contingent on financing, the Buyer shall have days (the "Financing Period") from the execution of this Agreement to obtain financing to purchase the Property. If the Buyer cannot obtain financing within such period, Buyer shall have the option, at its sole discretion, to terminate this Agreement with no further liability or obligation under the Agreement.

4. **TITLE.** Seller shall convey Title to the Property by **Quit Claim Deed**, with the legal description appended as **Appendix A** and the terms and conditions of the conveyance appended as **Appendix B**. The Property will be conveyed subject to restrictions, reservations, easements, covenants and conditions or record; (b) zoning ordinances, if any; (c) taxes and assessments, both general and special, not currently due and payable. Buyer may, at Buyer's option and cost, obtain a preliminary Title Commitment from a professional title company. If an objection or defect in title is noticed by the Buyer, Seller shall have thirty (30) days after notice to try to remove such defect and being unable to do so, Buyer may agree to accept title subject to such defect without any reduction in the purchase price or terminate this Agreement without any further liability to either party. If Seller is unwilling or unable to remove any such defects, then Seller may terminate this Agreement without any further liability to either party.

5. **CLOSING.** The deed of Seller is to be delivered to the Buyers at the Closing, which shall be on or before August 31st, 2021. Seller shall vacate the Property and Buyer shall occupy the Property on the closing date. The Closing shall be at a mutually agreeable location.

EXHIBIT A 4pgs

6. REAL ESTATE TAXES AND ASSESSMENTS. It is further agreed that real estate taxes and assessments upon the Property, if any, will be prorated, with the Seller responsible for taxes and assessments accrued up to the time of Closing.

1. SURVEYS AND INSPECTIONS. Buyer shall be responsible for procuring and payment for any surveys or other property inspections including any environmental inspections, termite and infestation inspections, structural, mechanical and all other inspections required by Buyer or Buyer's lender for the Closing.

1. CONDITION OF THE PROPERTY. The Property shall be sold in its present "As Is," "Where Is" condition. The Buyer acknowledges, and Seller agrees to provide full opportunity to inspect the premises and procure an environmental report, and the opportunity for Buyer to conduct its own due diligence in inspecting and investigating the property and all its conditions, and reviewing the documentation, if any, provided by Seller and/or its representatives or agents. The Seller does not warrant or guaranty any aspect of the Property, and all express or implied warranties and representations of the Seller shall terminate at the date of Closing of this transaction, and the same shall merge into the deed.

1. OWNERSHIP. For properties transferred for cash consideration below full fair market value of the property to an owner-occupant, the owner-occupant must reside in the Property as his or her primary residence for a three-year period. If the Property is sold prior to the three-year period, Buyer must sell the Property for no more than the purchase price paid Seller plus all cost of property improvements plus a 5% annual inflation rate or pay the difference to Seller, as set forth in **Appendix B**. In the event that the Property is not owner-occupied, Buyer must continue to use the Property for the three-period per the terms and conditions set forth in **Appendix B**.

10. CLOSING EXPENSES. Buyer shall furnish and pay for the cost of deed preparation (\$175.00 USD). Buyer shall pay for all other closing costs, including the cost of a new pin-survey of the Property if required by the County Auditor's conveyance standards.

11. DEFAULT REMEDIES. In the event Buyer fails to comply with or perform as required by this Agreement, resulting in the failure of this Agreement to close as specified in the foregoing Sections, then Seller shall be entitled to pursue any remedy at law or equity. In the event Seller fails to comply with or perform as required by this Agreement, resulting in the failure of this Agreement to close as specified in the foregoing Sections, Seller shall reimburse Buyer out-of-pocket expenses that Buyer has incurred but the total amount to be reimbursed shall not exceed \$1000.00, and this reimbursement shall be Buyer's sole remedy.

12 FIRPTA. The Seller is not a "nonresident alien," "foreign corporation," "foreign trust," or "foreign estate" within the meaning of the Internal Revenue Code and Income Tax Regulations or as defined under the 1980 Congressional Foreign Investment in Real Estate Property Tax Act; Seller and/or its principals qualify as citizens of the United States of America.

13. FURTHER ASSURANCES. Both parties shall execute or endorse and acknowledge and deliver all such notices, assignments, conveyances, transfer or other escrow documents as each party may, from time to time, deem reasonably necessary or advisable to assist in the Closing of this transaction in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year set forth below.

SELLER:

Athens County Land Reutilization Corporation

By: Ric Wasserman
Title: Board Chair

Date:

BUYER:

By:
Title:

Date:

By:
Title:

Date:

APPENDIX – B

The Land Bank executed remediation and demolition on the property and makes the property available to the use of the Village of Chauncey as they see fit.