

VILLAGE OF OBETZ
RECORD OF ORDINANCES



ORDINANCE: 15-15

PASSED: February 9, 2015

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE NECESSARY CONVEYANCE DOCUMENTATION TO ACQUIRE APPROXIMATELY 0.3512 ACRES, MORE OR LESS, FEE SIMPLE INTEREST FROM ROBERT JONES AND DECLARING AN EMERGENCY

WHEREAS, Robert Jones (the "Seller") is the owner of a four (4) parcels of property, being Franklin County Parcel Nos. 152-000236-00; 152-000237-00; 152-000238-00; and 152-000426-00, consisting of approximately 0.3512 acres, located at 1833 Obetz Avenue, Obetz, Ohio 43207, and along Lancaster Avenue at 4315 Lancaster Avenue, Obetz, Ohio 43207 (the "Property"); and,

WHEREAS, the Village of Obetz (the "Village") desires to purchase the Property as is from the Seller; and,

WHEREAS, the Village agrees to purchase the Property "as is" and the Seller agrees to sell the Property to the Village pursuant to the terms of the Real Estate Purchase Agreement ("REPA") attached hereto as Exhibit "A"; and,

WHEREAS, the Village and the Seller participated in good faith discussions and have come to mutually agreeable terms for the acquisition of the Property "as is" for Fifty Thousand Dollars (\$50,000.00); and,

WHEREAS, the Village desires to execute necessary conveyance documentation to complete the transaction between the Village and the Seller.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OBETZ, OHIO, THAT:

Section 1. The Village Administrator is hereby authorized to execute, in the name and on behalf of the Village, the REPA in substantially the form as attached Exhibit "A" and all necessary conveyance documentation to acquire approximate 0.3512 acres from Robert Jones, for the sum of Fifty Thousand Dollars (\$50,000.00), said property interest located within Franklin County Parcel Nos. 152-000236-00; 152-000237-00; 152-000238-00; and 152-000426-00. The REPA is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the Village and that are approved by the Village Administrator on behalf of the Village, all of which shall be conclusively evidenced by the signing of the REPA or amendments thereto.

EXHIBIT A**REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement (this "Agreement") is by and between the between the **VILLAGE OF OBETZ, OHIO**, an Ohio municipal corporation (hereinafter referred to as the "Purchaser"), having an office at 4175 Alum Creek Drive, Obetz, Ohio 43207, and **ROBERT MARSHALL JONES**, (hereinafter referred to as the "Seller"), having an address of 1740 Irwin Avenue, Obetz, Ohio 43207-4356. Purchaser and Seller are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Purchaser desires to purchase from Seller approximately 0.3512 acres located at 1833 Obetz Avenue and 4315 Lancaster Avenue, identified as Franklin County Parcel Nos. 152-000236-00; 152-000237-00; 152-000238-00; and 152-000426-00 (the "Property"); and

WHEREAS, Seller desires to sell to Purchaser the Property pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants herein contained, the Parties agree as follows:

Provisions**1. Price and Consideration**

Purchaser shall pay to Seller the sum of Fifty Thousand Dollars (\$50,000.00) for the Property as is, which sum shall constitute the entire amount of compensation due to Seller for: (a) the real property interests identified as Franklin County Parcel Nos. 152-000236-00; 152-000237-00; 152-000238-00; and 152-000426-00, as is; and (b) Seller's covenants set forth herein.

2. Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell, convey, and transfer possession to Purchaser, its successors and assigns, the Property. The rights, titles, and estates identified as Franklin County Parcel Nos. 152-000236-00; 152-000237-00; 152-000238-00; and 152-000426-00 constitute a fee simple interest; therefore, such sale, conveyance, and transfer by Seller shall be by a good and sufficient warranty deed regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower.

3. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles, interests, and possession of the Property.

4. Warranty of Title

Seller hereby warrants that it is the true and lawful owner of the Property, and is lawfully seized of the same in fee simple, and has the full and complete authority to transfer the same as set forth in this Agreement.

5. As Is

Notwithstanding anything in this Agreement expressed or implied to the contrary, except to the extent expressly set forth in Section 4 of this Agreement Seller makes no representations or warranties of any kind with respect to the Property or otherwise in connection with the transaction described in this Agreement, and Purchaser acknowledges and agrees that it is purchasing the Property on an "as is" basis.

6. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy, or change any improvement located on the Property. If, prior to the date on which possession of the Property is surrendered to Purchaser, the Property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the Property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration, or destruction, may terminate and cancel this Agreement upon written notice to Seller.

7. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an offer to sell by Seller that shall remain open for acceptance by Purchaser for a period of sixty (60) days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of sixty (60) days, this Agreement shall constitute and be a valid Real Estate Purchase Agreement that is binding upon the Parties.

8. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than thirty (30) days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than one hundred twenty (120) days after the last date on which one of the Parties executes this Agreement.

9. Condition Precedent

Purchaser shall not be obligated to close under this Agreement until it receives the approval of the Village of Obetz Council for all obligations under this Agreement.

10. Binding Agreement

Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors, and assigns.

11. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Seller or Purchaser.

13. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

14. Governing Law

This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

{SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE}

ORDINANCE: 15-15

PASSED: February 9, 2015

PURCHASER

THE VILLAGE OF OBETZ, OHIO

E. Rod Davisson, Esq., Village Administrator

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBER, that on this ____ day of _____, 2015, before me, the subscriber, a Notary Public in and for said county and state, personally came E. Rod Davisson, Esq., Village Administrator of the VILLAGE OF OBETZ, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

SELLER:

ROBERT M. JONES

Robert M. Jones

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBER, that on this ____ day of _____, 2015, before me, the subscriber, a Notary Public in and for said county and state, personally came Robert M. Jones, who acknowledged the signing thereof to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

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Section 2. This Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare, such emergency arising from the exigencies of the time table for the offer to purchase; WHEREFORE, this ordinance shall take effect and be in force from and after its passage.

Passed this 9 day of February, 2015.

ATTESTS:

Stacey Boumis
Stacey Boumis, Clerk of Council

D. Greg Scott
D. Greg Scott, Mayor

Angela Kirk
Angela Kirk, Council Pres. Pro-Tem

APPROVED AS TO FORM

Eve M. Ellinger
Eve M. Ellinger, Esq., Law Director

CERTIFICATION OF PUBLICATION

Pursuant to the Village Charter, I, Stacey E. Boumis, Clerk of Council of the Village of Obetz, Ohio, do hereby certify that Ordinance 15-15 was duly posted at 2:00 PM (time) on the 20 day of February, 2015, at the Obetz Government Center, Obetz Athletic Club, and Obetz Community Center as well as on the Obetz website.



Stacey Boumis
Stacey Boumis, Clerk

2/20/15
Date