

RESOLUTION NO. 2015-07-CD

**AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO A
CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE
LOCATED AT 5 DRUMMOND STREET**

WHEREAS, the Village of Greenhills has offered the current tenant of 5 Drummond the opportunity to purchase their town house and said tenant is interested in purchasing the town house, and

WHEREAS Council for the Village of Greenhills desires to authorize said sale and purchase;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Greenhills, Ohio.

SECTION 1.

That the Municipal Manager is hereby authorized to enter into a contract substantially in the form as that which is attached as Exhibit A.

SECTION 2.

That the Municipal Manager is further authorized to execute any and all necessary documents to fulfill the sale of said property.

SECTION 3. That the Finance Director is hereby directed to deposit sale proceeds into the Non-Voted Debt Fund.

SECTION 4.

That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this 10th day of February, 2015.

David Moore, MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL /s/

CONTRACT TO PURCHASE

Parties. The undersigned, William Pius Selenke (“Purchaser”) hereby offers to purchase from the Village of Greenhills, Ohio (“Seller”) the real property, together with all improvements thereon and with all appurtenant rights, privileges and easements, but subject to easements and restrictions of record, located in Hamilton County, Ohio, known as 5 Drummond Street, Greenhills, Ohio 45218 (the “Property”).

Purchase Price, Closing Costs and Earnest Money. The Purchase Price shall be Twenty-seven Thousand and 00/100 Dollars (\$27,000.00) for the dwelling known as 5 Drummond Street further described as set forth below. The Purchase Price shall be paid by good funds in the form of a cashier’s check or wire transfer and shall be payable upon delivery of deed (the “Closing”) on the date (the “Closing Date”) set forth herein, or at such sooner time as is mutually agreeable to the parties. Purchaser shall pay to Seller the earnest money deposit in the amount of Five Hundred Dollars (\$500.00) to be credited to Purchaser at Closing.

Property. The Property shall include all appurtenant rights, privileges, common areas and facilities, **easements, fixtures and all of the following items if they are now located on the Property and** used in connection therewith: electrical, plumbing, heating and air conditioning equipment and fixtures, including window units; bathroom fixtures; blinds; awnings; curtain/drapery/traverse rods; light fixtures; window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace inserts; fireplace screens/glass doors; wood stoves; gas logs and starters; television aerials/rotor operating boxes/satellite dishes; water softeners; water purifiers; garage door openers/operating devices; all built-in ranges, ovens, refrigerators, dishwashers, garbage disposers, trash compactors and humidifiers; all security alarm systems and controls; all affixed or built-in furniture/fixtures; and utility/storage buildings or sheds.

The following items are specifically excluded from the Property: NONE.

The following items are specifically included with the Property: See items listed above. In addition, Seller will provide Purchaser with windows already purchased for this unit.

Except as expressly set forth above, the Property is being sold “AS IS” and Seller makes no representation or warranty, either express or implied, regarding the condition of the Property or its suitability for Purchaser’s intended use. Purchaser currently occupies the Property as a Tenant of Seller and is relying upon Purchaser’s own knowledge, inspections and investigation of the Property to determine the condition and suitability of the Property. Seller is not required to complete an Ohio Real Property Disclosure Form pursuant to Ohio Revised Code Section 5302.30(k).

4. **Seller Certifications.** Seller certifies that Seller owns all of the above items included in the sale and that they will be free and clear of any debt, lien or encumbrances at Closing. Seller certifies that to the best of Seller’s knowledge: (a) the Property is zoned residential, (b) no Village, County or State orders have been served upon Seller requiring work to be done or improvements

performed; (c) there is no litigation pending, or to the best of Seller's knowledge, threatened, relating to the Property, (d) there presently exist no defects or conditions known to Seller which would adversely affect the Property, and (e) there are no encroachments or mechanic's liens against Seller which could affect title to the Property.

5. **Contingencies.** This contract is contingent upon:

a) Purchaser securing a first mortgage loan on the Property for an amount acceptable to Purchaser upon commercially reasonable terms. Purchaser shall exercise good faith and due diligence in applying for such financing within three (3) days of the execution of this Contract and will provide evidence to Seller that Purchaser has been approved for such financing within fourteen (14) days of the execution of this Contract. If Purchaser fails to provide Seller with evidence of a loan commitment within such time frame, Seller may cancel this Contract by written notice to Purchaser and retain the Earnest Money as liquidated damages.

b) Adoption of a resolution by the Council of the Village of Greenhills, Ohio authorizing and ratifying the execution of this Contract and the sale of the Property on or before the closing date.

c) If the Purchaser has not given the Seller written notice of the failure of any of the contingencies within the applicable time period as set forth in each contingency, the contingencies shall be deemed to have been waived and the Purchaser shall not have the right to terminate this Contract hereunder.

d) At Closing, Seller and Purchaser shall execute all necessary easements for party walls and access to existing utilities as required for the use and maintenance of the dwellings located at 1-3-5 Drummond Street. All easements shall be recorded with the Hamilton County, Ohio Recorder's office.

6. **Title.** Seller shall convey marketable fee simple title to the Property by limited warranty deed, in transferable and recordable form, at the Closing on or before March 31, 2015, free, clear and unencumbered as of the Closing Date, except for real estate taxes, general and special assessments, certified or otherwise, if any, zoning ordinances, and easements, reservations, limitations, and restrictions of record as of the date of acceptance hereof which do not affect the marketability of the title to the Property. Seller shall have the right to remove any and all encumbrances or liens out of the purchase monies at the Closing and shall reserve all necessary easements and prepare all party walls agreements as necessary for the remaining attached units. Purchaser shall execute all easements and party wall agreements at closing. Seller shall pay for the cost of preparing the deed, for all state and/or county transfer taxes, if any, required to be paid upon any conveyance, for the cost of recording corrective instruments and survey plats, and for the cost of removing or discharging any defect, lien or encumbrance required for the conveyance of the Property as required by this Contract. All other closing costs shall be paid by Purchaser. The Seller's cash due at Closing shall be adjusted for all closing costs and prorations.

7. **Prorations and Security Deposit.** Based on the most recent real estate tax bill, all real estate taxes and final assessments, general or special, certified to the County Auditor, if any, shall be prorated as of the Closing Date, and after such proration is made Purchaser shall be responsible for paying all installments of such taxes and assessments as they become due.

Rent shall be prorated as of the date of the Closing and the Purchaser's Security Deposit (in the amount of \$200.00) shall be refunded to Purchaser by Seller at Closing.

8. **Damage.** Purchaser is currently occupying the Property. If, prior to Closing, the Property is damaged or destroyed by fire or other casualty, and the Property is not repaired or restored to the condition it was prior to the damage or destruction, by Seller and Purchaser's respective insurance companies, then Purchaser shall have the option to terminate this Contract by written notice to Seller, and in such event the Earnest Money shall be promptly refunded to Purchaser.

9. **Pre-Closing Issues.** While this Contract is pending, Purchaser shall not make any substantial alterations or repairs without the prior written consent of Seller. Until physical possession is delivered to Purchaser, Seller shall remain responsible for any risk of loss and for maintaining a standard all risk insurance policy for the Property.

10. **Possession.** Purchaser is currently in possession of the Property and Purchaser is paying all utilities. At Closing, Purchaser shall have Seller's name removed from all utility bills. In addition, Purchaser shall continue to pay rental payments as they become due prior to Closing. Rent payments shall be prorated between Seller and Purchaser as of the date of Closing.

11. **Entire Agreement; Binding Effect.** This offer, when accepted, shall constitute a binding contract and the entire agreement of the parties (the "Contract"), and no oral representations, oral or implied agreements or understandings shall vary the terms of such Contract. This Contract shall be binding upon the parties, their respective heirs, administrators, executors and assigns.

12. **Default.** The Deposit shall be held by Seller pending closing. In the event of Purchaser's default, the earnest money shall be forfeited and paid to Seller as liquidated damages, to apply to any damages incurred by Seller as a result of Purchaser's breach.

13. **No Broker.** Seller and Purchaser represent and warrant that neither party has employed the services of a real estate broker in connection with this transaction. Each party agrees to indemnify and save and hold the other party hereto harmless from any and all liability for or expense in connection with any commission due or alleged to be due to any real estate broker employed by the other party in connection with this transaction.

14. **Lead paint disclosures.** Purchaser acknowledges receipt of U.S.E.P.A. Lead Based Paint Disclosure and Lead Based Paint Inspection Addendum (only applicable for houses built prior to 1978).

15. **Residential property disclosure form.** Purchaser acknowledges that Seller is exempt from completion of the State of Ohio Residential Property Disclosure Form under O.R.C. Section 5302.30 (k).

16. **Time of Expiration of Offer.** This is an offer to Purchase from Purchaser and shall remain open for acceptance until 4:00 p.m. on Friday, February 20, 2015. Purchaser shall deliver a copy hereof to Seller to be received by such time. If Purchaser has not delivered a copy hereof, signed by Purchaser, on or before that time, then this offer shall be null and void. However, the lease arrangement between Seller and Purchaser shall remain in full force and effect.

Executed by Purchaser at Cincinnati, Ohio this ____ day of _____, 2015.

WITNESSES:

PURCHASER:

William Pius Selenke

ACCEPTANCE

The undersigned, as Seller, accepts the above offer and earnest money deposit as submitted.

WITNESSES:

VILLAGE OF GREENHILLS

By: _____
Evonne Kovach, Municipal Manager

Date: _____, 2015

Have seen and approved:

Jeffrey D. Forbes, Law Director