

RESOLUTION NO. 2014-14-CD

**AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO A
CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE
LOCATED AT 26 CHALMERS LANE**

WHEREAS, the Municipal Manager has been presented with an offer to purchase the property located at 26 Chalmers Lane, 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, six members elected thereto concurring.

SECTION 1.

That the Municipal Manager is hereby authorized to enter into a contract for the purchase and sale of property located at 26 Chalmers Lane to Chris Teuschler substantially in the form of the contract attached hereto as Exhibit "A," incorporated herein by reference.

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 the sale proceeds into the General Fund.

SECTION 4.

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

Passed this 24th day of June, 2014.

David Moore, MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL /s/

CONTRACT TO PURCHASE REAL ESTATE

Greenhills, Ohio

I/We offer to purchase from Seller the following described real estate, together with all improvements thereon and all appurtenant rights, located at 26 Chalmers Lane, Greenhills, Ohio 45218, and further described as follows: Hamilton County, Ohio Auditor's parcel no. 597-70-264.

The above described real estate shall include all land, building and appurtenant rights, it being understood that the above-described real estate is being purchased "**AS IS/WHERE IS/WITH ALL FAULTS.**" _____
(Purchaser initials)

The purchase price shall be \$8,000.00.

Title to the above described real estate is to be conveyed by Limited Warranty Deed on or before the _____ day of _____, 2014; said title to be free, clear and unencumbered, subject to zoning regulations, and except easements and restrictions of record.

Possession is to be given at Closing.

Seller shall pay any transfer taxes, the costs to remove all liens, deed preparation, and all taxes and assessments, if any, due through the date of closing. Purchaser shall pay all closing fees, title examination fees, title insurance expenses, recording fees, and assumes and agrees to pay taxes and assessments, if any, due from the date of Closing and thereafter.

Seller agrees that at the time of transfer of title, the above described real estate will be in the same condition as on the date of this offer, reasonable wear and tear excepted.

This is an offer to purchase by the Purchaser and is not binding upon Seller until acceptance and approval by the Council of the Village of Greenhills, Ohio.

This offer, when accepted, comprises the entire agreement of Purchaser and Seller, and it is agreed that no other representations or agreements have been made or relied upon.

This offer when accepted, shall constitute a binding contract to be binding upon the parties, their heirs, personal representatives, executors, administrators and assigns.

Date _____

Purchaser,

Purchaser

I/We as Sellers accept the above offer and earnest money submitted to us.

Date _____

Village of Greenhills, Ohio, Seller

By: _____
Evonne Kovach, Municipal Manager

HAVE SEEN AND APPROVED:

Jeffrey D. Forbes, Law Director

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