

RESOLUTION 2026 - 13

PASSED: 3-3-2026

A RESOLUTION AUTHORIZING SEAN BARNES, MAYOR, TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT FOR PROPERTY OWNED BY ST. ALBANS TOWNSHIP AT 19 NORTH LIBERTY STREET, ALEXANDRIA, OHIO

WHEREAS, St. Albans Township owns the property located at 19 North Liberty Street, Alexandria, Ohio 43001 and desires to sell the same to the Village of Alexandria, and

WHEREAS, the Village of Alexandria desires to modify the Real Estate Purchase Agreement previously offered to St. Albans Township; and

WHEREAS, the Village of Alexandria desires to purchase the property according to the terms of the revised Real Estate Purchase Agreement attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESOLVED by the VILLAGE OF ALEXANDRIA:

Section 1: SEAN BARNES, MAYOR, is hereby authorized to enter into the revised Real Estate Purchase Agreement attached hereto as Exhibit A purchase the property located at 19 North Liberty Street, Alexandria, Ohio from St. Albans Township.

Section 2: This Resolution is hereby declared to be an emergency measure, necessary for the immediate preservation of the public health, safety and welfare. Wherefore, provided this Resolution receives the affirmative vote of three-fourths of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in the force from and after the earliest period allowed by law.

ATTEST:



Mayor Sean Barnes



Caroline J. Gissinger, Fiscal Officer, FO

APPROVED AS TO FORM:



David T. Ball, Esq., Solicitor

EXHIBIT A

OHIO REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT hereinafter known as the "Agreement" is entered into this 3 day of March, 2026, ("Effective Date") by and between:

St. Albans Township with mailing address at PO Box 346, 25 E. Main Street, Alexandria, OH 43001 hereinafter referred to as the "Seller,"

And

The Village of Alexandria with mailing address at 4 W. Main Street, Alexandria, OH 43001 hereinafter referred to as the "Buyer,"

collectively referred to herein as "the Parties."

WHEREAS, the Seller owns the Property defined herein and desires to sell the same to the Buyer under the terms and conditions as set forth herein; and

WHEREAS, the Buyer desires to purchase the Property defined herein from the Buyer under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree a follows:

1. THE PROPERTY. In accordance with the terms and conditions of this Agreement, the Seller hereby agrees to sell and convey to the Buyer the Property described below together with all the Seller's rights and interests therein including but not limited to all rights under the soil, and improvements to the Property including all fixtures and appurtenances not otherwise expressly excluded herein (hereinafter referred to as the "Property"):

Location/Address of the Property: 19 North Liberty Street, Alexandria, OH 43002
Parcel ID: 067-322338-00.000
Legal Description: Lots 11 and 12

The following items are included in the sale:

None

The following items are not included in the sale:

None

2. PURCHASE PRICE. The Seller agrees to sell the Property and the Buyer Agrees to buy the same for the price of \$ 38,000 ("Purchase Price") and in accordance with this Agreement and the terms and conditions set forth herein.

3. MANNER OF PAYMENT. The Purchase Price shall be paid as follows:

A. BALANCE. On or before Closing as defined herein, the Buyer shall pay Purchase Price on or before the Closing Date.

4. CONTINGENCIES. (Choose and initial all the contingencies the Parties agree to.)

None

5. CLOSING. The Buyer and Seller agree that the "Closing Date" shall be on _____ 2026, any extension or modification on the Closing Date shall not be effective unless expressly agreed to by both Parties in writing. The Parties agree to deliver to the other Party all notices, certificates, releases and other documents necessary for the recording of the sale and/or transfer to the Property or title to the Seller on or before the Closing date. On or before the Closing date, the Seller shall deliver to the Buyer the following:

A. A quit-claim deed wherein the Seller conveys to the Buyer Seller's interest in the Property duly executed in accordance with the required formalities to give full effect to the deed therein; and

B. All keys, codes and other devices to doors, gates, mailboxes and all entry or access points to the Property.

All Costs attributed or related to Closing and all processes related thereto shall be borne by the Buyer.

6. POSSESSION OF THE PROPERTY. The Parties hereby agree that the exclusive possession of the Property shall be delivered by the Seller to the Buyer on or before the thirtieth (30th) day after the Closing date.

7. DEFAULT. Failure by either Party to close or otherwise perform all obligations that fall due or demandable on or before the Closing date shall allow the other Party to terminate this Agreement and recover all costs incurred or monies paid to the other Party by virtue thereof. In the event that the Buyer defaults, the Buyer shall forfeit the Earnest Money as liquidated damages in favor of the Seller, who shall have no other remedy in such an event.

8. RIGHT OF FIRST REFUSAL. If Buyer decides to sell the Property in the future, the Buyer agrees to give Seller the right to first refusal. Upon the passage of any Resolution by the Buyer's Council to authorize the sale of the Property, the Buyer shall notify Seller in writing (the "Notice") within 30 days of the passage of the abovementioned Resolution. Seller shall have the right to purchase the Property, at the fair market value determined by appraisal. The fair market value will be determined by an appraiser, mutually agreed upon by the parties. If the parties cannot agree on an appraiser, then each party shall pick their own appraiser, and those two appraisers, instead of making an appraisal, will choose an independent third-party appraiser, mutually agreed upon by the two appraisers. This third-party appraiser shall make an appraisal and that appraisal shall be final and binding on the parties as to the fair market value of the Property. Seller shall exercise the Right of First Refusal, if at all, by providing Buyer, written notice (the "Election to Exercise") within thirty (30) days after receipt by Seller of Buyer's Notice. If Seller fails to timely provide Buyer with the Election to Exercise, Buyer may sell the Property to a third party, and the Right of First Refusal shall not apply to that Transfer of the Property,

9. GOVERNING LAW. This Agreement shall be governed by and its terms and conditions be interpreted according to the laws of the State of Ohio without regard to the conflicts of law principles.

10. DISPUTE RESOLUTION. This section shall apply to any and all disputes relating to or arising from this agreement except for the following:

- a. A judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with Ohio state law.
- b. An unlawful detainer action, forcible entry and detainer, eviction action, or equivalent.
- c. The filing or enforcement of a mechanic's lien.
- d. Any matter that is within the jurisdiction of probate, small claims or bankruptcy court.

11. The Parties agree to submit any and all disputes arising from this agreement to mediation and in good faith attempt to resolve the same therein. Costs related to mediation shall be borne by the Parties equally.

12. NOTICES. All notices or communication in relation to this Agreement shall be made in writing and delivered to the following addresses by hand, courier service, certified mail or registered mail with the return receipt requested:

To the Seller at the address:

PO BOX 346
Alexandria, OH 43001

and

To the Buyer at the address:

4 W. Main St.
Alexandria, OH 43001

13. ASSIGNMENT. The Buyer acknowledges that this Agreement is not transferrable and that the Buyer may not assign the Agreement, any part of the Agreement or any of the rights or obligations herein without the prior express and written consent of the Seller. Any such license, assignment or agreement in violation of this clause shall be null and void with no legal force whatsoever.

14. BINDING EFFECT. The terms, obligations, conditions and covenants of this Agreement shall be binding on Buyer, the Seller, their heirs, legal representatives

and successors in interest and shall inure to the benefit of the same.

15. MULTIPLE ORIGINALS. The Parties may execute this Agreement in several copies or multiple counterparts, all of which shall collectively constitute this one Agreement binding on each of the Parties as such. Each copy or counterpart signed by the Parties shall be considered an original.

16. SEVERABILITY. Should any provision of this Agreement be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

17. ENTIRE AGREEMENT. This Agreement and, if any, attached documents are the complete agreement between the Lessor and the Lessee concerning the subject matter hereof. There are no oral agreements, understandings, promises, or representations between the Parties affecting this subject matter of this Agreement. All prior negotiations and understandings, if any, between the Parties hereto with respect to the subject matter hereof shall be of no force or effect and shall not be used to interpret this Agreement. No modification or alteration to the terms or conditions of this Agreement shall be binding unless expressly agreed to by the Seller and the Buyer in a written instrument signed by both Parties.

18. ADDITIONAL TERMS AND CONDITIONS. Seller has permitted the Buyer to inspect the Property before executing this Agreement and Buyer has inspected the Property. The Property is being sold as-is and without any warranty, including but not limited to warranties of habitability, suitability, or that any improvements are structurally sound.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Agreement in multiple originals as of the Effective Date.

FOR SAINT ALBANS TOWNSHIP

FOR THE VILLAGE OF ALEXANDRIA

Randy Almendinger

TITLE: _____

Mike Washington

Tad VanNess