



ORDINANCE 2021-009

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT WITH DADS LIFE, LLC AND AGREEMENT WITH THE JACKSON CENTER COMMUNITY IMPROVEMENT CORPORATION CONCERNING SAID REAL ESTATE PURCHASE AGREEMENT AND DECLARING AN EMERGENCY.

WHEREAS, Council has determined that the real property containing 2.954 acres located in Section 10, Town 7 South, Range 7 East, in the Village of Jackson Center, Shelby County, Ohio, the legal description of which is fully described on the attached **Exhibit A** ("the Property") is owned by the Village and the Property is not required by the Village for a public purpose; and

WHEREAS, the Property shall be sold as outlined herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF JACKSON CENTER, THE STATE OF OHIO:

SECTION 1.

It is hereby determined the Property owned by the Village as stated in the attached **Exhibit A** is not required by the Village for a public purpose, and shall be sold to Dads Life, LLC. The Village Administrator is hereby authorized to execute a Real Estate Purchase Agreement on behalf of the Village to sell said real estate to Dads Life, LLC. A copy of said Real Estate Purchase Agreement is attached hereto as **Exhibit B**.

SECTION 2.

It is further determined that the Village shall assign its interest in the Real Estate Purchase Agreement to the Jackson Center Community Improvement Corporation ("CIC"). The Village Administrator is hereby authorized to execute an Assignment and Assumption of Real Estate Purchase Agreement on behalf of the Village to assign its interest in the Real Estate Purchase Agreement to the CIC. A copy of said Assignment and Assumption of Real Estate Purchase Agreement is attached hereto as **Exhibit C**.

SECTION 3.

It is further determined a transfer of said real estate to the CIC; transfer of said real estate by the CIC; and a subsequent purchase of said real estate by Dads Life, LLC; payment of the sale proceeds to the CIC who shall remit said proceeds to the Village; will promote the welfare of the citizens of the Village, stabilize the economy, provide employment, and assist in the development of commercial activities to the benefit of the citizens of said Village, and provide additional opportunities for their gainful employment.

SECTION 4.

This transfer of said real estate to the CIC; transfer of said real estate by the CIC; and subsequent purchase of said real estate by Dads Life, LLC is pursuant to the authority of Section 1724.10 of the Ohio Revised Code, and the Village Administrator is hereby authorized to execute and deliver a deed for said real estate to the CIC.

SECTION 5.

That a deed shall be conveyed on the condition said property can be transferred by the CIC only to promote the objectives set forth in Sections Two and Three, and that upon the transfer of said property by the CIC, the Village will be paid the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for said property.



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SECTION 6.

Council hereby declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare; such emergency arising out of the necessity to convey said Property to promote and facilitate industrial expansion and employment in the Village; and wherefore this Ordinance shall take effect and be in full force from and after its adoption by Council and approval by the Mayor.

Adopted this _____ 10th day of May, 2021.

Scott Klopfenstein, Mayor

Attest:

Beverly A. Wren, Fiscal Officer

CERTIFICATE OF FISCAL OFFICER AS TO POSTING

I certify that the above Ordinance 2021-009 has been posted as required by law. Posted in the Village Office, Village Website, Allenbaugh Insurance, People's Federal Savings and Loan Association and the Jackson Center Library.

Date of Posting: _____ May 11 _____, 2021.

Signed:

Beverly A. Wren, Fiscal Officer

EXHIBIT A-1

BEING PART OF A 2.962-ACRE TRACT OF LAND OWNED BY VILLAGE OF JACKSON CENTER DESCRIBED IN DEED BOOK 410, PAGE 249 OF THE SHELBY COUNTY DEED RECORDS, SITUATE IN SECTION 10, TOWN 7 SOUTH, RANGE 7 EAST, VILLAGE OF JACKSON CENTER, JACKSON TOWNSHIP, SHELBY COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Commencing for reference at an iron pin with cap set at the northwest corner of Lot 439 of Country Estates Subdivision as shown in Plat Book 29, Page 39, owned by Brandon L. and Janet B. Whipp as described in Official Record 1881, Page 709 and being on the west line of a 1.218-acre tract of land owned by Village of Jackson Center as described in Deed Book 383, Page 319 and also being on the east limits of Washington Street;

thence, North 00°-33'-16" East, 50.00 feet, along the east limits of Washington Street to an iron pin with cap set on the new north right-of-way line of Washington Street and being the principal place of beginning of the tract herein conveyed;

thence, North 88°-37'-00" West, 83.01 feet, along the new north right-of-way line of Washington Street to an iron pin with cap set;

thence, North 87°-01'-29" West, 320.66 feet, along the north right-of-way line of Washington Street to an iron pin with cap set at the southeast corner of a 2.466-acre tract of land owned by Lecal Equipment as described in Official Record 1978, Page 152;

thence, North 00°-42'-52" East, 312.34 feet, along the east line of said 2.466-acre tract to an iron pin with cap set and being on a southwesterly line of a 34.560-acre tract of land owned by Village of Jackson Center as described in Deed Book 383, Page 319;

thence, South 89°-05'-01" East, 402.51 feet, along a southwesterly line of said 34.560-acre tract to an iron pin with cap set;

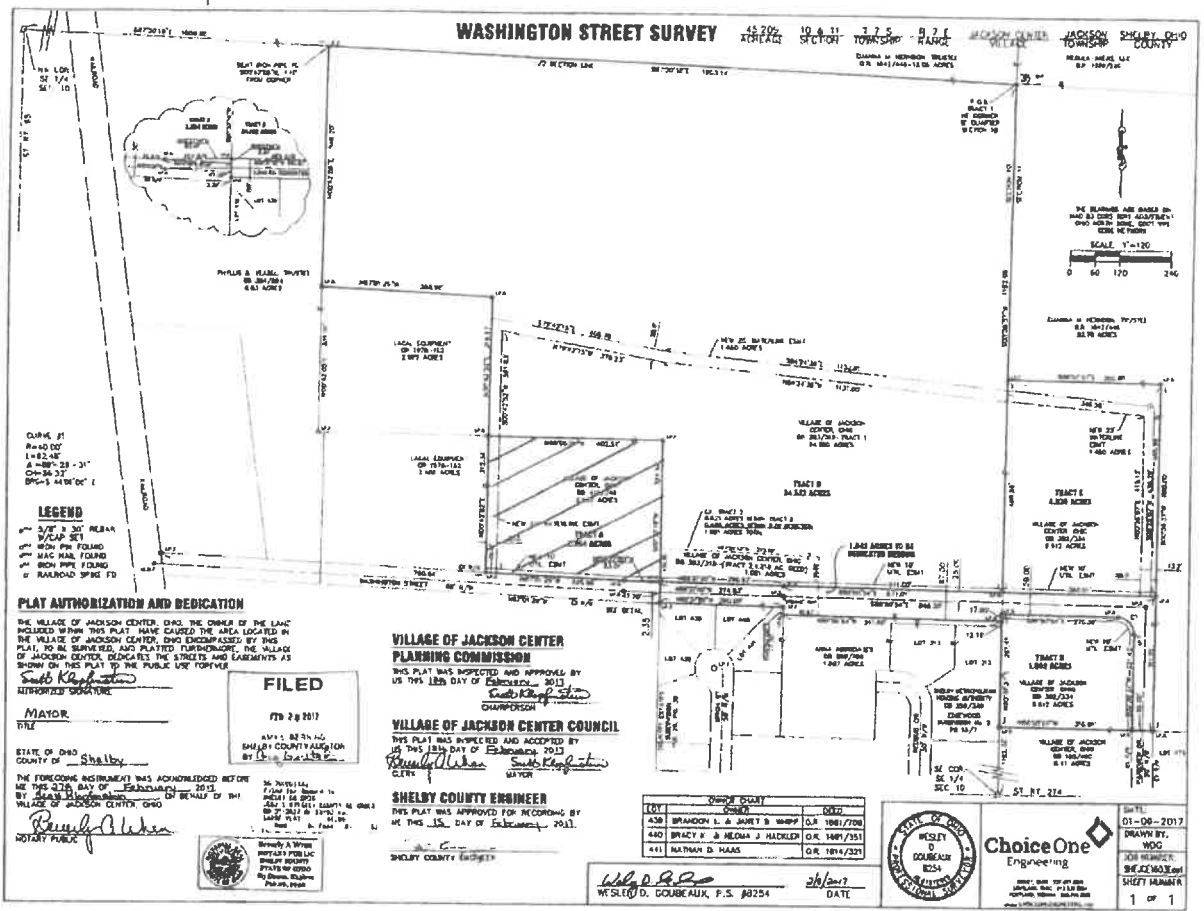
thence, South 00°-33'-16" West, 324.54 feet, along a southwesterly line of said 34.560-acre tract to the principal place of beginning;

Containing 2.954 acres more or less and all being subject to any legal highways and easements of record. Also, above described tract subject to a 10-foot wide utility easement along south property line and a 25-foot wide waterline easement along the west property line as shown on Plat Book 34, Page 82.

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio North Zone, ODOT VRS CORS Network.

The above description was prepared by Wesley D. Goubeaux, Ohio Professional Surveyor Number 8254, based on a field survey performed under his direct supervision and dated January 9, 2017.





 Property

EXHIBIT A-2

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”) is made and entered into as of the last date of signature set forth below (the “Effective Date”), by and between **DADS LIFE, LLC**, an Ohio limited liability company (“Buyer”), and the **VILLAGE OF JACKSON CENTER, OHIO**, an Ohio municipal corporation (“Seller”).

RECITALS:

- A. Seller is the owner in fee simple of certain real property located in Shelby County, Ohio, being approximately 2.954 acres, PIN 20-06-10-42-006, Jackson Center, Shelby County, Ohio 45334, as described on **Exhibit A-1** and depicted on **Exhibit A-2** attached hereto, together with all structures, improvements, fixtures, easements, rights and other appurtenances pertaining to it (the “Property”).
- B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property, on and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Agreement for Purchase and Sale. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property, on and subject to the terms and conditions of this Agreement.
- 2. Purchase Price/Payment. The purchase price for the Property shall be Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the “Purchase Price”). There shall be no deposit.
- 3. Seller Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Buyer, as follows:
 - (a) Seller is the owner in fee simple of the Property;
 - (b) Seller has good and marketable title to the Property;
 - (c) Seller has full power to convey the Property to Buyer as provided in this Agreement;
 - (d) No right exists in any third party to acquire the Property or any portion thereof;

(e) There are no tenants, users or other parties in possession of any portion of the Property, and there exists no leases, contracts, nor other rights in any third party to use or occupy any portion of the Property; and

(f) There are no orders, nor any legal or administrative proceedings or arbitrations, pending or threatened, to which the Property is subject or affecting or which may affect the Property.

4. Reserved for future use.

5. Buyer Representations, Warranties, and Covenants. Buyer hereby warrants and represents to, and covenants with, Seller, as follows:

(a) Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of Ohio.

(b) Buyer has full corporate power and authority to enter into this Agreement to purchase the Property, to carry out its obligations hereunder, and to consummate the transaction contemplated hereby.

6. Closing. The closing of the purchase and sale of the Property and the transfer of title to the Property (the "Closing"), shall take place at the office of Seller or such other place as agreed upon by Buyer and Seller, within thirty (30) days after the Due Diligence Deadline or May 31 2021, whichever occurs first (the "Closing Date").

7. Closing Costs; Real Estate Taxes. Buyer shall pay for the recording fees and the Shelby County Auditor per parcel transfer fee related to the Closing, if any. Seller is exempt from paying Shelby County Auditor conveyance tax. Buyer and Seller shall prorate the real estate taxes and assessments to the Closing Date. Seller shall be responsible for the real estate taxes and assessments before the Closing Date, and Buyer shall be responsible for the real taxes and assessments after the Closing Date. Seller shall be responsible for preparation of the Deed. Buyer shall be responsible for any closing fees and any loan fees. Seller and Buyer shall each pay their own attorney fees related to this transaction.

8. Extension of Utilities. Utilities and other expenses attributable to the Property, if any, shall be prorated between Seller and Buyer as of the Closing Date. Seller agrees at no cost to Buyer to extend utilities, including water, sewer and electric, to the southwest corner of the Property within ninety (90) days of Closing. Buyer shall be responsible for any tap-in fees.

9. Closing Documents. At the Closing, Seller shall deliver to Buyer the following:

(a) Consent to the Assignment and Assumption of Real Estate Purchase Agreement and documents required pursuant to Paragraph 17;

(b) recordable and transferable general warranty deed (pursuant to the Assignment) conveying marketable title in fee simple, free and clear of all liens and

encumbrances (except encumbrances permitted under this Agreement) to the Property to Assignee;

(c) an affidavit as to the status of title to the Property in the form reasonably required by Buyer's legal counsel and by the title insurer for Buyer and its lender, if any;

(d) Settlement Statement;

(e) Resolutions authorizing this Agreement and authorizing the execution of closing documents required by Seller; and

(f) such other documents as may reasonably be deemed necessary by Buyer or Buyer's legal counsel or the title insurer for Buyer or its lender, if any, to consummate the purchase and sale contemplated by this Agreement.

At the Closing, Buyer shall deliver to Seller the following:

a) Consent to the Assignment and Assumption of Real Estate Purchase Agreement;

b) Settlement Statement;

c) Resolutions authorizing this Agreement and authorizing the execution of closing documents required by Seller; and

d) Such other documents as may reasonably be deemed necessary by Seller or Seller's legal counsel or the title insurer for Buyer or its lender, if any, to consummate the purchase and sale contemplated by this Agreement.

10. Title/Conveyance.

(a) Title to the Property shall be good and marketable as defined in the Ohio Marketable Title Act.

(b) Conveyance of title hereunder shall include all of Seller's right, title and interest in easements, agreements and other appurtenances benefiting the Property.

11. Possession. Buyer shall be entitled to exclusive possession of the Property from the date of Closing.

12. Examination of Property. Buyer accepts the property in "AS-IS" condition without representations or warranties from Seller, except as otherwise stated herein. From the date of this Agreement to the "Due Diligence Deadline", Buyer and its agents shall have the right to examine and inspect, and Seller shall provide access for Buyer and its agents at all reasonable times to examine and inspect, the Property and all improvements thereto, and other items used or kept in connection with or located on the Property. Subject to extension as outlined in Section 13, the Due Diligence Deadline shall be 5:00 p.m. Eastern Standard Time **thirty (30) days** from

the Effective Date, at which time Buyer shall waive the Conditions set forth in Section 13 of this Agreement, if written notice is not given to Seller before said Deadline. Without limiting the generality of the foregoing, Buyer may conduct surveys, topographical surveys, soil testing and sampling, environmental testing, boring and such other tests as Buyer deems necessary, at Buyer's expense. During such period, upon request of Buyer, Seller shall furnish all items and information in possession of Seller relating to the Property and may be reasonably requested by Buyer, including title documents, title exception documents, title insurance policies, existing survey(s), topographical studies, grading and drainage studies, land planning, engineering reports, zoning documentation, soil tests, and environmental reports. If and only if such inspection damages the Property beyond that reasonably necessary to conduct such inspections, Buyer shall restore the Property to its present condition after any inspections at Buyer's expense.

13. Conditions; Termination.

(a) Buyer's obligation to close is subject to the satisfaction, as of the Due Diligence Deadline, of each of the conditions described below (the "Conditions"). If Buyer does not, prior to the Due Diligence Deadline, request additional time to complete its due diligence, the Conditions shall be deemed waived in whole after the Due Diligence Deadline. Upon Seller's receipt of such request, Seller and Buyer shall extend the Due Diligence Deadline a reasonable amount of time to allow Buyer to complete its due diligence.

- (i) Inspections by Buyer and its representatives of the Property;
- (ii) Receipt by Buyer of an environmental report or reports of the Property (to be obtained at Buyer's expense) by an environmental consultant selected by Buyer, if any;
- (iii) Receipt by Buyer of the legal description;
- (iv) Receipt by Buyer of a survey of the Property to be obtained at Buyer's expense, if any;
- (v) Determination of zoning designations and rights and restrictions related thereto (to be obtained at Buyer's expense);
- (vi) Title to the Property being as required by Section 10 of this Agreement;
- (vii) Approval and authorization of this Agreement by Village Council of Buyer;

(b) In the event any of the Conditions is not satisfied as provided herein, in Buyer's reasonable discretion, Buyer may notify Seller of such fact and Buyer's termination of this Agreement, on or before the Due Diligence Deadline or any extension thereof. Upon the giving of notice that a Condition has not been satisfied, the obligations of the parties hereunder, Seller shall be given thirty (30) days to cure said defect. If said defect is properly and timely cured, this Agreement shall remain in full force and effect. Otherwise, this Agreement shall be

immediately terminated and Seller shall refund Buyer's deposit, if any, as soon as reasonably possible.

(c) Seller agrees to cooperate with Buyer to permit Buyer to pursue satisfaction of the Conditions which cooperation shall include, but not be limited to, (a) permitting Buyer access to the Property at reasonable times and upon reasonable notice to perform such investigations and studies concerning the Property as needed to satisfy the Conditions, and (b) granting such consents in writing if required, to permit Buyer to apply for, prosecute and obtain such other third party consents and approvals as needed by Buyer to satisfy the Conditions.

14. Risk of Loss. Risk of loss to the Property shall be borne by Seller until Closing, provided that if any part of the Property shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind this Agreement, and thereby release all parties from liability hereunder. Buyer shall give notice to Seller of the option chosen within fifteen (15) days after Seller has given notice to Buyer of such damage or destruction and the types and extent of insurance coverage for such damage or destruction. Failure of Buyer to give such notice shall constitute an election to proceed with option (b) above.

15. Further Assurances. The parties agree to execute and deliver, or cause to be executed and delivered, all such instruments, certificates, and documents, and to take all such other actions, as any party to this Agreement may reasonably request from time to time in order to effect the purpose and intent of this Agreement.

16. Delivery of Notice/Payment. Any notice to be given hereunder shall be hand delivered, or given by registered or certified mail (return receipt requested), or delivered by facsimile or email, addressed to:

If to Seller: Village of Jackson Center, Ohio
c/o Bruce A. Metz, Village Administrator
P.O. Box 819
Jackson Center, Ohio 45334
Phone: (937) 596-6314
Fax: (937) 596-6672
Email: bmetz@jacksoncenter.com

With a copy to: Seller's Counsel
Jauert & Burton LLP
c/o Michael A. Burton
103 S. Blackhoof Street, PO Box 1957
Wapakoneta, Ohio 45895
Phone: (419) 738-9274
Fax: (419) 738-3403

Email: mburton@jauertburton.com

If to Buyer:

Dads Life, LLC
c/o Joshua Schlosser
4007 Statesman Parkway
Lima, Ohio 45806
Phone: (567) 371-1927
Fax: _____
Email: josh@dadslifellc.com

With a copy to:

Phone: _____
Fax: _____
Email: _____

The effective date of any such notice or payment shall be the date on which notice or payment is delivered (in case of hand delivery) or mailed (in the case of registered or certified mail) to such address, or the date of actual receipt in any other case. Either party may change its address for notice by providing notice in accordance with this Section 16.

17. **Assignment.** The parties agree Seller shall transfer, assign and set over to the Jackson Center Community Improvement Corporation all of Seller's right, title and interest in and to this Agreement. As a result of this Assignment, Seller shall furnish a Warranty Deed in conformity to this Agreement to the Jackson Center Community Improvement Corporation. Then, the Jackson Center Community Improvement Corporation shall furnish a Warranty Deed in conformity with this Agreement to Buyer. An Assignment and Assumption of Purchase Agreement ("Assignment") shall be executed at or before the Closing Date between Seller, Buyer, and the Jackson Center Community Improvement Corporation.

18. **Right of First Refusal.** If after purchasing the Property Buyer determines they desire to sell the Property (except in connection with a lender foreclosure or deed in lieu thereof), or Buyer receives an offer for the Property it desires to accept, Buyer shall first offer Seller the right to purchase the Property by sending to Seller a written notice of the specific terms of the offer to sell or purchase including price, payment terms, conditions of title, costs of escrow and other relevant terms, prior to offering to sell or accepting an offer to purchase to or from any such party.

Seller shall have thirty (30) days after the receipt of said notice to exercise this right to purchase by providing written notice to Buyer. If Seller exercises the right to purchase as herein provided, such purchase and sale shall be on the same terms and conditions as the offer to sell or purchase, and the closing shall occur within thirty (30) days of Seller's notification to Buyer of its election to exercise the right to purchase. If Seller does not elect to accept such offer or fails to provide such notice within said thirty (30) day period, then Buyer may offer to sell the Property to a third party or accept an offer to purchase the Property from a third party on the

same terms and conditions provided in Buyer's notice to Seller. If no firm agreement in writing on said terms is executed by Buyer and a third party within 60 days of said notice, and if Buyer determines again that Buyer desires to offer the Property for sale, Buyer must then again comply with the terms hereof and the required notice to Seller, and Seller shall again have the right of first refusal contained herein, subject to the same terms and conditions hereof.

This Right of First Refusal shall be contained in the deed from Seller to Buyer contemplated by this Agreement. Seller agrees to subordinate this Right of First Refusal to any mortgage of Buyer on the Property. This Right of First Refusal shall be personal to Seller and shall not benefit its successors or assigns. This Right of First Refusal shall bind Buyer and shall also bind any assignee or successor they own and control, as well as their heirs and trustees. This Right of First Refusal shall not bind any independent third party to whom Buyer may sell the Property after Seller has waived its Right of First Refusal. This Right of First Refusal shall expire ten (10) years following the Closing.

19. Washington Street Extension. Seller and Buyer acknowledge Washington Street is currently paved only a short distance at the southwest corner of the Property, and the remainder of Washington Street is gravel. Seller agrees to extend Washington Street at its sole expense, including pavement, curb, storm sewer and gutters, to the southeast corner of the Property. Seller shall also, at Buyer's reasonable request, pave a turn-around area to be located on the Property in the approximate location as shown on Exhibit B, which area shall serve as Buyer's curb cut onto Washington Street. The turn-around area shall be for Buyer's use only and not for the general public. Seller's installation of Washington Street and the turn-around shall be completed within 90 days of Closing. Final blacktop shall be installed by Seller once Buyer's construction at the Property is completed and heavy construction traffic has ceased. After installation maintenance of the turn-around shall be at Buyer's expense. The obligations and rights under this paragraph shall survive closing.

20. Brokers. Each party shall be responsible for the respective broker or agent fees of its broker or agent. Each party represents to the other that party has not engaged a broker or agent with respect to the transactions contemplated by this Agreement, and Buyer, on one hand, and Seller on other hand, shall indemnify, defend, and hold harmless the other party from any broker or agent fees and costs allegedly agreed to by the indemnifying party or parties.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors, assigns, and legal representatives.

22. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and no prior or contemporaneous agreements or understandings shall vary the terms of such Agreement. This Agreement may not be amended orally, but only by a writing signed by the parties.

23. Ohio Law and Venue. This Agreement shall be deemed to have been made in and shall be governed by the laws of the State of Ohio, without reference to conflict of law principles. If any dispute shall arise between the parties, the parties hereby agree the proper venue to bring and resolve such disputes shall be the Shelby County, Ohio Common Pleas Court.

24. Counterparts: Execution. This Agreement may be executed in several counterparts and made effective by delivery of signature pages by facsimile or electronic transmission. Each counterpart shall be considered an original but all such counterparts taken together shall constitute but one and the same agreement.

The parties have executed this Agreement as of the Effective Date.

SELLER:

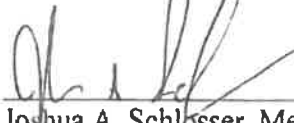
Village of Jackson Center, Ohio,
an Ohio municipal corporation


By: 
Bruce A. Metz, Village Administrator

Dated: 4-20-2021

BUYER:

Dads Life, LLC,
an Ohio limited liability company

By: 
Joshua A. Schlosser, Member

By: 
Cesar Geroli, Member

Dated: 4/21/20

EXHIBIT A-1

BEING PART OF A 2.962-ACRE TRACT OF LAND OWNED BY VILLAGE OF JACKSON CENTER DESCRIBED IN DEED BOOK 410, PAGE 249 OF THE SHELBY COUNTY DEED RECORDS, SITUATE IN SECTION 10, TOWN 7 SOUTH, RANGE 7 EAST, VILLAGE OF JACKSON CENTER, JACKSON TOWNSHIP, SHELBY COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

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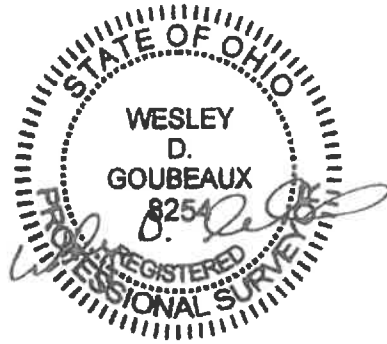
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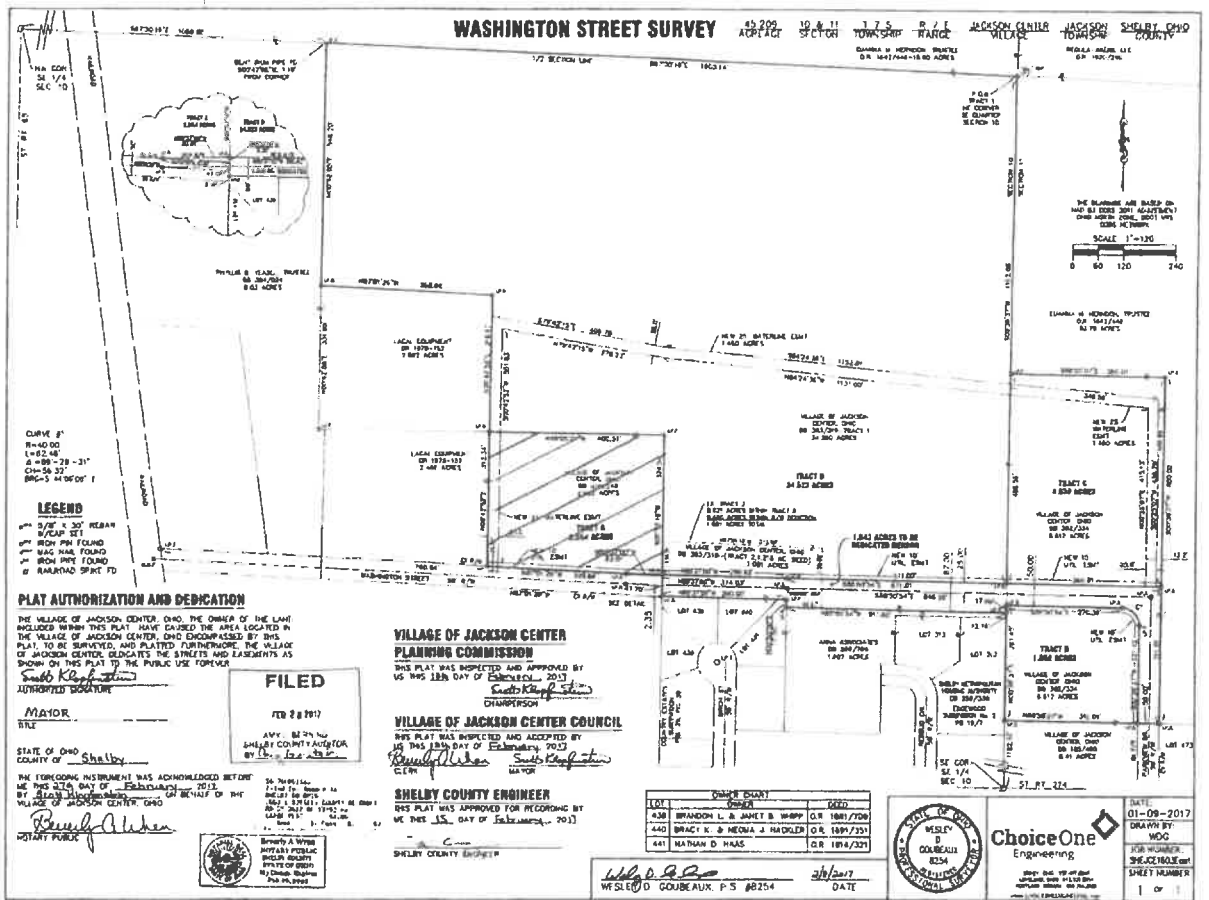
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The above description was prepared by Wesley D. Goubeaux, Ohio Professional Surveyor Number 8254, based on a field survey performed under his direct supervision and dated January 9, 2017.





 Property

EXHIBIT A-2

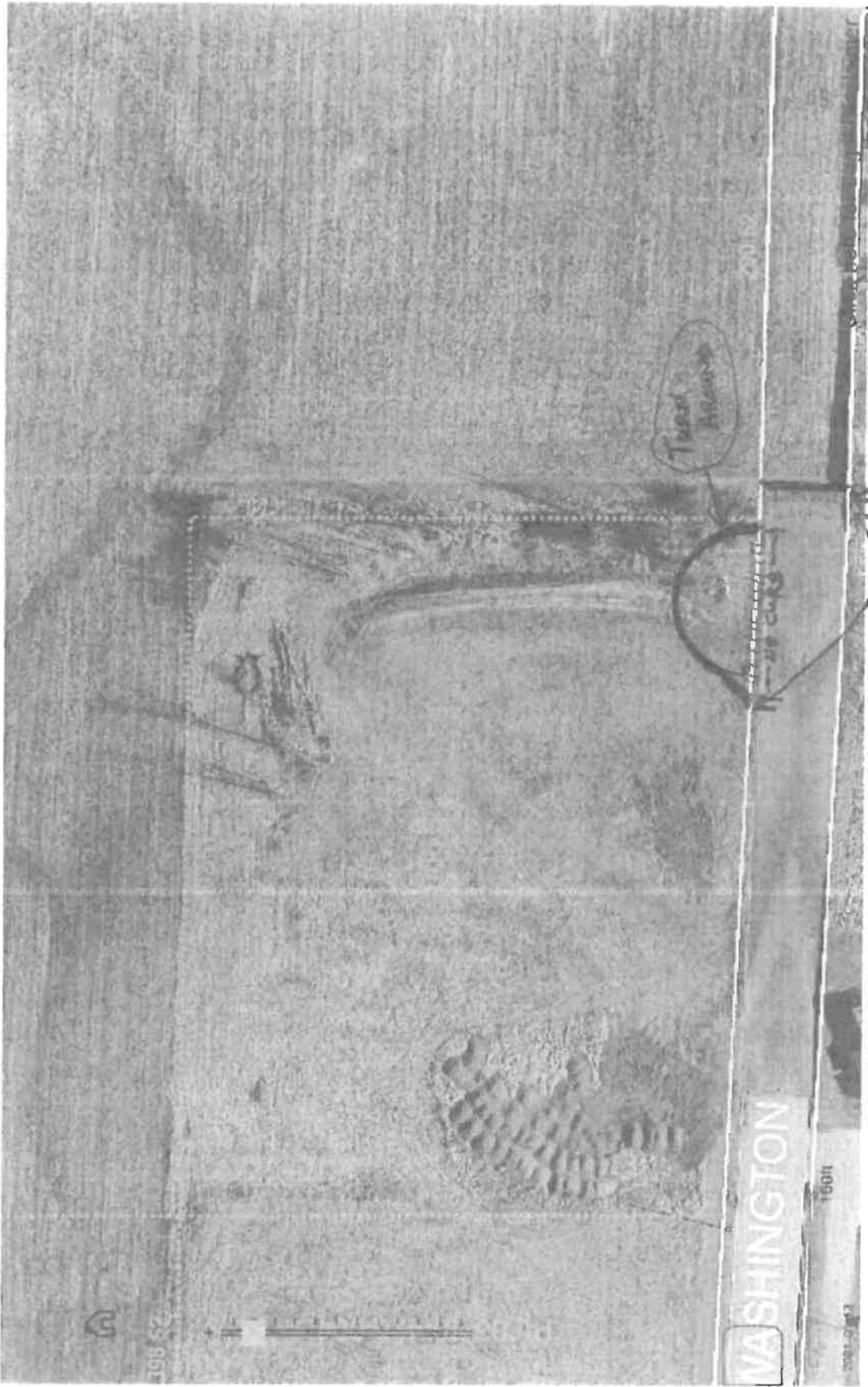


Shelby County, OH - Amy L. Berning, Auditor

(937) 498-7202 -

(<http://co.shelby.oh.us/auditor>) aberning@shelbycountyauditors.com

*TURN AROUND
NOT TO SCALE
EST*



*(Pg 1 of 1)
EXHIBIT B*