

RESOLUTION NO. 2022 - 29

A RESOLUTION APPROVING AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

WHEREAS, by Resolution 2022-11, Council did authorize a Purchase and Sale Agreement with Shepherd Real Estate, LLC to acquire property at 6516 Wiehe Road; and

WHEREAS, with further review of the title and related inspections, it is noted that what is known as 6516 Wiehe Road includes two buildings constructed and attached across the property lot line, which would include parcel 528-0004-0394 and parcel 528-0004-0393; and

WHEREAS, the Seller agreed that the purchase by the Village for \$150,000, as authorized in Resolution 2022-11, was to include all property and buildings, which Golf Manor will then assume the responsibility to remove and abate; and

WHEREAS, Shepherd Real Estate, LLC has signed an Amendment to Purchase and Sale Agreement clarifying the property to be acquired, acknowledging that the property has been inspected and there are no identified or suspected asbestos containing materials, and extending the date by which the property must be cleared to September 30, 2022 to be able to complete Closing.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Golf Manor, Hamilton County, Ohio, that:

**SECTION I.** Council does hereby ratify the Purchase and Sale Agreement authorized by Resolution 2022-11, and does hereby accept and ratify the Amendment to Purchase and Sale Agreement dated August 11, 2022, a copy of which is attached hereto.

**SECTION II.** This Resolution shall take effect the earliest opportunity as allowable by law.

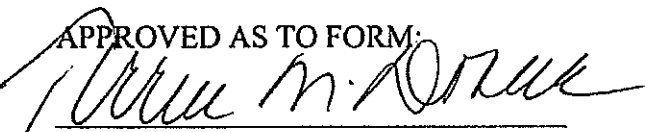
PASSED this 16<sup>th</sup> day of August, 2022.

  
Matthew K. Boettcher, Mayor Pro-Tem

ATTEST:

  
Paula Burgin, Assistant Clerk

APPROVED AS TO FORM:

  
Terrence M. Donnellon, Solicitor

## **AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**WHEREAS**, Shepherd Real Estate, LLC as Seller, and the Village of Golf Manor, Ohio as Buyer, entered into a Purchase and Sale Agreement dated February 15, 2022, to enable the Buyer to acquire from the Seller certain Real Estate identified as 6516 Wiehe Road; and

**WHEREAS**, during inspection of the Real Estate, it was noted that the Real Estate at 6516 Wiehe Road, while encompassing one Building, is two separate Auditor parcel lots, being Auditor's parcel numbers 528-0004-0393 and 528-0004-0394; and

**WHEREAS**, to complete the Community Revitalization Grant Funding to acquire the Real Estate and remove the blight, it is necessary for the parties to clarify the Purchase and Sale Agreement to note that the Real Estate being acquired at the total Purchase Price of One Hundred Fifty Thousand Dollars (\$150,000) includes the entire structure identified as 6516 Wiehe Road, and Auditor's parcel numbers 528-0004-0393 and 528-0004-0394.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and the consideration as set forth in the original Purchase and Sale Agreement dated February 15, 2022, the parties do amend the Purchase and Sale Agreement as follows:

1. The Purchase Price of One Hundred Fifty Thousand Dollars (\$150,000) to be paid for the Real Estate include the Buildings and Improvements located at 6516 Wiehe Road and both underlying lots being Auditor's parcel numbers 528-0004-0393 and 528-0004-0394, which combined encompass approximately .316 acres and a 9,911 square foot industrial building located thereon on the combined acreage.

2. Consistent with the terms of the Purchase and Sale Agreement, at Closing Seller shall convey to Buyer by Limited Warranty Deed the land and improvements identified as Auditor's parcel numbers 528-0004-0393 and 528-0004-0394.

3. Seller has completed their due diligence and obtained an acceptable environmental assessment of the Real Estate and is ready to proceed to Closing. The environmental assessment has identified what is suspected to be asbestos containing materials, but Buyer shall assume the responsibility to appropriately maintain, demolish and dispose of those materials as part of the demolition of the improvements on site after acquiring the Real Estate.

4. Consistent with the terms of the original Purchase and Sale Agreement, Buyer shall remove all debris, including motor vehicles, parts of motor vehicles and other portable tangible property, from the Real Estate on or before the Closing, which Closing the parties agree to set *on or before September 20, 2022* at the offices of Central Land Title, 3074 Madison Road, Cincinnati, Ohio 45209, or such other convenient location as the parties may agree. No less than Two (2) days prior to Closing, Seller shall allow the Buyer to visually

inspect the interior of the Buildings on the Real Estate to assure that the terms and conditions of Paragraph 2.1(f) have been satisfied.

5. All other terms and conditions of the Purchase and Sale Agreement dated February 15, 2022 are hereby reaffirmed.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Amendment to Purchase and Sale Agreement as of the dates listed below.

**SELLER:**

Shepherd Real Estate, LLC  
an Ohio limited liability company

By: 

Roger A. Blen

Its: Managing Member

Date: 

**BUYER:**

Village of Golf Manor, Ohio  
an Ohio municipal corporation

By: 

Ron Hirth

Its: Village Administrator

Date: 

**APPROVED AS TO FORM:**



Terrence M. Donnellon, Solicitor