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ORDINANCE NO. 55-2025

AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO APPROVE THE REAL ESTATE PURCHASE AGREEMENT WITH LYLE M. HOLTON AND SHELLEY M. HOLTON FOR PROPERTY LOCATED AT 8933 STATE ROUTE 45, WARREN, OHIO 44481 (PPN: 45-903506) AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: That the Village of Lordstown seeks to acquire Parcel No. 45-903506 from Lyle M. Holton and Shelly M. Holton for the sum of Eighteen Thousand and 00/100 Dollars (\$18,000.00).

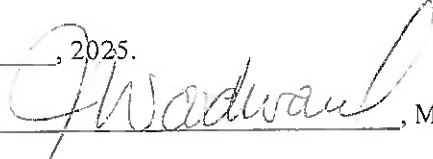
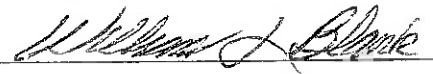
Section II: That the Mayor and the Clerk of the Village of Lordstown are hereby authorized and directed to execute the Real Estate Purchase Agreement, **Exhibit "A"**, accept a General Warranty Deed from Lyle M. Holton and Shelly M. Holton, and to pay for said property the sum of Eighteen Thousand and 00/100 Dollars (\$18,000.00) plus any other amounts prorated at the closing as well as pay on behalf of the sellers any taxes, fines, penalties, interest, fees, and assessments against the aforementioned property.

Section III: That payment of the sum of Eighteen Thousand and 00/100 Dollars (\$18,000.00) for the purchase of said property and any other sums due under the Purchase Agreement and/or stated above shall be made from Account No. 101.190.54100.

Section IV: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety, and welfare and for the further reason that this Ordinance must be enacted in a timely manner due to funding for the water booster station that will be located on the property.

Section V: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 13 day of October, 2025.


_____, Mayor

_____, Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is effective this 10th day of September 2025 (the "Effective Date"), by and between Lyle M. Holton and Shelley M. Holton, ("Sellers") and the Village of Lordstown, Ohio, an Ohio municipal corporation ("Buyer"). Buyer and Sellers may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

- A. WHEREAS, Sellers are the sole current owners of the Property (as hereinafter defined).
- B. WHEREAS, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, the Property, subject to the terms and conditions of this Agreement.

AGREEMENT

Buyer agrees to purchase the Property, and Sellers agree to sell the Property, on the following terms and conditions:

1. **PROPERTY.** The "Property" means all of Sellers' right, title, and interest in and to parcel of real estate known as 8933 State Route 45, Warren, OH 44481 (PPN: 45-903506), which is more fully described in the attached Exhibit A. The Property shall also include all easements, rights-of-way, licenses, privileges, and appurtenances, if any, belonging to or inuring to the benefit of the land and/or Sellers, including all right, title and interest of Sellers, if any, in and to the land lying within any street or roadway adjoining the land.
2. **PURCHASE PRICE.** Buyer agrees to pay Seller for the Property the sum of Eighteen-Thousand and 00/100 Dollars (\$18,000.00) (the "Purchase Price") payable as follows: (a) upon execution of this Agreement by all Parties, Buyer shall promptly deposit the sum of One Hundred and 00/100 Dollars (\$100.00) ("Earnest Money") to be credited toward the Purchase Price with Valley Title & Escrow Agency, Inc., 2833 Elm Road NE, Warren, OH 44483 ("Title Company"); and (b) on the Closing Date (as defined below), Buyer shall deposit the balance of the Purchase Price in immediately available funds with the Title Company. If the subject transaction is not closed for any reason, on or before the Closing Date, the Earnest Money shall be returned to Buyer.
3. **WAIVER OF FINES AND PENALTIES.** In consideration of this Agreement, Buyer agrees to waive the \$25,800.00 in fines and liens assessed against the Property.
4. **EVIDENCE OF TITLE.** Sellers shall deliver to Buyer a commitment for a title insurance policy to be issued by the Title Company, in the amount of the purchase price of the Property and showing that Sellers have good and marketable fee simple title to the Property, free and clear of all liens and encumbrances except: (i) those specifically set forth in this Agreement; (ii) zoning and building laws, ordinances and regulations; (iii) legal streets and highways; (iv) easements, conditions and restrictions of record, if any; and (v) real estate taxes that are a lien upon the Property as of the Closing but are not then due and payable, if any ("Permitted Exceptions"). If the

title commitment discloses exceptions, other than the Permitted Exceptions, which prevent title to the Property from being good and marketable, Sellers shall promptly undertake all steps necessary to remove such exceptions. Such exceptions shall be removed by the Closing Date, except that if any exceptions cannot be so removed by that time, then the Closing shall be delayed until such exceptions have been removed, and Sellers undertake to use Sellers' best efforts to promptly remove such exceptions. If, within thirty (30) days after receipt of written notice of Buyer's title objections to the non-Permitted Exceptions, Sellers are unwilling or unable to eliminate all of the non-Permitted Exceptions, Buyer may elect either to: (i) forever waive the objections to title and proceed with closing; or (ii) terminate this Agreement.

5. CLOSING DATE; CLOSING COSTS. Delivery of the deed, payment of the consideration, and all other actions necessary to complete the sale of the Property upon the terms and conditions contained herein, shall occur at a closing (the "Closing") to be held on such date (the "Closing Date") and at such time and place as the parties shall jointly designate. In no event shall the Closing take place later than thirty (30) days from the date that this Agreement is executed by all parties. Sellers shall be responsible for real estate transfer tax. Buyer shall be responsible for costs of title search, escrow fees, deed preparation and recording, title commitment, and preparation of this Agreement. Sellers shall execute and deliver the following items to the Title Company on the Closing Date: (i) the deed for the Property; and (ii) a recordable satisfaction and release of any liens on the Property that are not Permitted Exceptions. The Title Company shall, upon closing, convey the net Purchase Price, less any authorized and agreed deductions provided for herein, to Sellers.

6. DEED. Sellers shall provide an executed general warranty deed for the Property in recordable form, conveying to Buyer good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

7. PRORATIONS.

- (a) Real estate taxes and assessments, general and special, and other similar items, if any, shall be prorated by the Title Company as of the Closing Date, such that credits and charges for all days preceding the Closing Date shall be allocated to Sellers, and credits and charges for the Closing Date and all days after the Closing Date shall be allocated to Buyer. The Purchase Price shall be adjusted at the Closing to reflect the prorations.
- (b) Utility expenses, if any, for utility services furnished to the Property up to the day preceding the Closing Date, shall be paid by Sellers, and utility expenses accruing on the Closing Date and thereafter shall be paid for by Buyer.

8. POSSESSION. Sellers shall deliver exclusive possession of the Property to Buyer on the Closing Date, free and clear.

9. SELLERS' REPRESENTATIONS AND WARRANTIES. Sellers represent and warrant to Buyer that the following statements are true on the Effective Date and shall be true on the Closing Date:

- (a) Sellers shall remove any and all equipment, vehicles, solid waste, and debris from the Property prior to the Closing.
- (b) The Property is not subject to any leases, options to purchase, rights of first refusal, or any other agreements regarding the use or ownership of the Property that would impede the transaction herein contemplated.
- (c) The Property is not subject to any mortgage, foreclosure action, receivership, or assignment for the benefit of creditors.
- (d) Sellers shall provide notice to Buyer of any material change to the representations and warranties of Sellers pursuant to this Agreement. Buyer shall have the right to terminate this Agreement in the event of any such material change.

Sellers further covenant and agree that the foregoing warranties and representations shall remain true as of the Closing.

10. REMEDIES. If Sellers fail to perform any of their obligations under this Agreement, Buyer may elect: (a) to cancel this Agreement; or (b) to enforce this Agreement by specific performance.

11. LAW AND BINDING EFFECT. The provisions of this Agreement shall be governed by the laws of Ohio, and jurisdiction over any dispute between Buyer and Sellers regarding this Agreement shall be with the Courts of Trumbull County, Ohio.

12. EXECUTION OF DOCUMENTS. The parties agree to execute and deliver such other and further documents as may be considered necessary or appropriate to carry out this Agreement and the conveyance of real estate contemplated herein.

13. MISCELLANEOUS.

- (a) This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous discussions, representations or agreements relating to the subject matter contained herein. No amendments, modifications or additions to this Agreement shall be made or be binding on any Party unless made in writing and signed by each Party.
- (b) This Agreement is binding upon, and accrues to the benefit of, Buyer and Seller and of their respective successors and assigns and contains all of the terms and conditions agreed upon.
- (c) This Agreement shall be governed by the laws of the State of Ohio.

- (d) This Agreement may be executed in counterparts, each of which shall constitute one and the same Agreement binding all the Parties, notwithstanding that both Parties are not signatories to the same counterpart.
- (e) This Agreement may not be assigned by either Party without the express written consent of the other.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Real Estate Purchase Agreement effective as of the Effective Date.

SELLER: LYLE M. HOLTON
 Print Name: LYLE HOLTON
 Signature: Lyle Holton
 Date: 10/2/25

SELLER: SHELLEY M. HOLTON
 Print Name: Shelley M. Holton
 Signature: Shelley M. Holton
 Date: 10/7/25

BUYER: THE VILLAGE OF LORDSTOWN, OHIO
Mayor
 Print Name: Jackie Woodward
 Signature: Jackie Woodward
 Date: 10.13.25

Clerk
 Print Name: WILLIAM L. BLANK
 Signature: William L. Blank
 Date: Oct 13, 2025

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be 'Orlando', written over a horizontal line.

VILLAGE OF LORDSTOWN SOLICITOR

Exhibit A

being the south part of Lot 110 Range 16 now or formerly owned by Robert C. Bingham as described in CR 316, Page 374 of Trumbull County Records of Deeds and more fully described as follows:

beginning at a State of Ohio centerline monument located at the corner boundary of Mahoning County and Trumbull County on State Route 145 (1831 Ave. S.W.) or (Salton Garden Rd.), said point being the true place of beginning; thence along the center line of the highway N. 0° 21' 55" W a distance of 87.50 feet to a point; thence N 89° 38' 05" E a distance of 174.39 feet to a point; thence S 0° 21' 55" E a distance of 21.00 feet to a point; thence N 89° 38' 05" E a distance of 45.45 feet to a point; thence N 60° 34' 05" E a distance of 27.00 feet to a point; thence N 89° 38' 05" S a distance of 151.11 feet to a point; thence S 0° 21' 55" E a distance of 84.62 feet to a point on the southeast boundary of Trumbull County; thence along the county boundary Plus S 89° 16' 35" W a distance of 373.38' to the place of beginning and containing 0.7832 acres of land excepting 0.1002 acres in public right of way or easement and restrictions of record.
Now known as Lot 2 of the R.C. Bingham as recorded in Trumbull County Plat Volume 42-110.