

RECORD OF RESOLUTIONS

Dayton Legal Blank Co., Form No. 30045

Resolution No. _____

Passed _____, YEAR _____


CITY OF BELPRE
RESOLUTION NO. 36 (2024-2025)

**A RESOLUTION AUTHORIZING THE MAYOR OF BELPRE TO
EXECUTE A PURCHASE AGREEMENT WITH BADGER LUMBER
COMPANY, INC.**

WHEREAS, the Mayor of Belpre has recommended to the Belpre City Council, that the City of Belpre should purchase and enter into an agreement to purchase the commercial property owned by Badger Lumber Company, INC. located at 1620 Washington Blvd, in the City of Belpre; and

WHEREAS, a proposed Purchase Agreement for the purchase of the commercial real estate has been agreed upon by both parties and a Purchase Agreement has been prepared by the Belpre Law Director.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF BELPRE, OHIO, THAT:**

SECTION I

The Belpre City Council has reviewed the recommendation of Mayor Abdella for purchase of commercial property for Badger Lumber as well as the proposed Purchase Agreement, which is attached hereto as Exhibit A.

SECTION II

Upon due consideration, the Belpre City Council hereby finds that it is in the best interests of the citizens of City of Belpre for the City of Belpre for the commercial real estate adjoining the City of Belpre property where the City Hall and the Belpre Senior Center are located.

SECTION III

Therefore, Council for the City of Belpre, Ohio authorizes Mayor Abdella to execute the Purchase Agreement attached hereto as Exhibit A, with Badger Lumber Company, Inc.

SECTION IV

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare and safety of the City. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

RECORD OF RESOLUTIONS

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Resolution No. _____

Passed _____, YEAR _____

PASSED: October 13, 2025

ATTEST: Kimberly S. Meredith

PRESENTED TO MAYOR: 10/13/25

APPROVED BY MAYOR: 10/13/25

Larry H. Martin

PRESIDENT OF COUNCIL

Sam J. Abdele

MAYOR

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on October 13, 2025, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

October 13, 2025
Date

Kimberly S. Meredith
CLERK

PURCHASE AGREEMENT
FOR COMMERCIAL REAL ESTATE

THIS AGREEMENT made and entered into this 13th day of October, 2025, by and between **BADGER LUMBER COMPANY, INC.**, a West Virginia corporation, hereinafter referred to as Seller, and **CITY OF BELPRE, OHIO**, an Ohio municipality, hereinafter referred to as Buyer;

WITNESSETH:

That in consideration of the mutual promises of the parties herein contained, the Seller agrees to sell and convey, and the Buyer agrees to purchase and pay for, upon and under the provisions, terms and conditions of this Agreement, the following described premises, along with the commercial building and all of the improvements thereon:

Situate in the Village (now City) of Belpre, in the County of Washington and State of Ohio, being more particularly described as follows:

Being in Section 31, Town 1, Range 9, of the Ohio Company's Purchase and being a part of 14-acre Lot No. 14, more particularly described as follows: Beginning at an iron pipe set at the intersection of the north line of Washington Boulevard (formerly State Route 7, U.S. Route 50) and the west line of 14-acre Lot No. 14, which said line is the east line of McGirr's Addition to Belpre; thence North 15° 29' West 455.5 feet with said line to an iron pin; thence at right angles North 74° 31' East 205.58 feet to the west line of Belpre Chamber of Commerce property; thence with the Belpre Chamber of Commerce property line and the west line of Howe's Grove previously deeded to the State of Ohio, South 9° 14' East 474.4 feet to the north line of Washington Boulevard two courses: South 82° 48' West 63.25 feet and South 85° West 92.7 feet to the place of beginning, containing 1.901 acres, more or less, in 14-acre Lot No. 14, but subject to all legal highways.

Taxed as Parcel Number 08-0030216.000.

Prior Instrument Reference: OR Volume 63, Page 133.

Known for street purposes as 1618 and 1620 Washington Boulevard, Belpre, Ohio 45714.

I. PURCHASE PRICE

The Buyer agrees to pay for said property the sum of \$975,000.00, payable as follows:

a. \$25,000.00 as earnest money at the time of the execution of this Agreement, to be held in the escrow account of Attorney Thomas P. Webster, the receipt of which is hereby acknowledged by the Seller; and

b. \$950,000.00 to be paid in a lump-sum by certified or cashier's check at the time of closing.

The parties agree that if the Buyer is unable to complete its financing to fund this purchase, the \$25,000.00 earnest money shall be returned to the Buyer.

II. DEED

The Seller agrees to convey said premises to the Buyer with a good and sufficient general warranty deed, warranting the same to be free from all encumbrances whatsoever, except building restrictions, zoning restrictions, easements of record, oil and gas leases of record, and excepting all assessments, general and special, during the time which the Seller has owned the property. Said deed shall be prepared by the Seller and will be available for review by the Buyer at least seven (7) days before the closing date. Said deed shall be delivered to the Buyer at the closing.

The Washington County Engineer Tax Map Office has determined that the current legal description is not acceptable to transfer the real estate; therefore, the parties have agreed that Ohio surveyor, Michael Mulryan, shall complete the survey. Seller agrees to pay for the cost of the survey and to have the legal description approved by the Tax Map Office seven (7) days prior to closing.

III. LIENS AND ENCUMBRANCES

The Seller further agrees to pay all debts and to have said property released from all liens and to do all things necessary to protect and save harmless the interest of the Buyer in said property, and to provide the Buyer with a general warranty deed to the real property which has a clear and marketable title.

IV. FIXTURES AND PERSONAL PROPERTY

The parties agree that all fixtures, including, but not limited to, all attached electric fixtures, attached bathroom fixtures, carpeting, any furnaces and air conditioning units, all utility hookups, telephone lines, all existing window treatments, shrubbery and other plantings on the property shall be deemed to be a part of said premises for purposes of this Agreement, and the same shall become the property of the Buyer upon the completion of the closing.

All racks in the warehouse are to remain with the property. All of the 20 exterior rack arms shall remain the property of the Seller. All other permanently attached racks shall be transferred to the Buyer.

All merchandise located in the main commercial building will remain the property of Seller and must be removed by the Seller within thirty (30) days after closing.

All the shelving shall remain the property of the Seller and must be removed by the Seller within thirty (30) days after closing.

The brass plumbing fittings shall transfer from the Seller to the Buyer as part of the list of personal property provided as closing. Seller has also agreed to donate some older shelving located at Seller's Parkersburg, WV business location. The Seller will transport the older shelving to the Washington Boulevard site, but Buyer's employees will be required to unload and reassemble the shelving.

Seller will provide a bill of sale at the closing for items of personal property to be conveyed from Seller to Buyer.

V. TIME OF CLOSING

The deed and the purchase money shall be exchanged at the date set for closing, which date shall not be later than sixty (60) days after the date of this Agreement, except as contemplated in SECTIONS VII and IX, or unless the parties shall hereafter mutually agree in writing to a later closing date.

The closing shall take place at the office of McCauley, Webster & Emrick, located at 1710 Washington Boulevard, Belpre, Ohio

VI. POSSESSION

The Seller agrees to deliver possession of said premises to the Buyer at the time of closing.

All utility costs associated with the premises up to and including the day of closing shall be the responsibility of the Seller. The Buyer shall be responsible for the utility costs thereafter. The parties agree to cooperate in timely switching the utilities from the Seller's name to the Buyer's name.

VII. CONDITION OF THE PREMISES

Except as otherwise provided in this Agreement, the Buyer will purchase the premises in its AS IS condition, provided that all building systems are in working order at the time of the closing, as determined by the Buyer in a final inspection to be completed within seventy-two (72) hours in advance thereof. The Seller shall leave all of the utilities turned on until the closing.

In the event that all of the building systems are not in proper working order as disclosed by the final, pre-closing inspection, then the closing shall be delayed until the Seller makes adequate repairs at its expense. In the further event that the Seller refuses to make adequate repairs at its expense, then the Buyer shall have the option of waiving the necessity of adequate repairs and proceeding with the closing, or it may refuse to go forward with the closing, at which time this Agreement shall be null and void, and the earnest money hereinbefore acknowledged shall be promptly returned to the Buyer by the Seller.

The Seller further agrees to provide the Buyer and its agents with additional access to the premises from the date of the acceptance of this Agreement by the Seller until the time of the final inspection to further inspect the property and buildings.

VIII. WARRANTIES

The Seller also warrants to the Buyer that, to the best of its knowledge, there are no proceedings by any governmental agency, board or other authority that will in any way affect or have an impact on the premises to the best of the Seller's knowledge and belief.

IX. TITLE EXAMINATION

A title examination, if desired, shall be done at the expense of the Buyer prior to the closing. If the Buyer's title examination discloses material defects in the title during the time period in which the Seller owned the premises which the Seller is unable to remedy within thirty (30) days after written notice of the defects is given to the Seller by the Buyer, then the Buyer may rescind this Agreement. In the event of a rescission by reason of title defects, the earnest money hereinbefore acknowledged shall be promptly returned to the Buyer by the Seller.

X. CONDITIONS PRECEDENT TO THE BUYER'S DUTY TO PERFORM

The following shall be conditions precedent to the Buyer's duty to perform this Agreement, and in the event that one or more of the conditions precedent are not satisfied, this Agreement shall be null and void, and the earnest money hereinbefore acknowledged shall be promptly returned to the Buyer by the Seller:

- a. The premises appraises for not less than \$975,000.00 for purposes of the Buyer's purchase money commercial loan;
- b. The Buyer is able to obtain commercial financing in the amount of \$975,000.00 for a loan from a lender before the closing;

XI. DAMAGE TO IMPROVEMENTS BEFORE CLOSING

In the event that the premises shall be damaged by fire, flooding or the elements prior to the closing, then this Agreement may be canceled at the option of the Buyer by giving written notice of said cancellation to the Seller within ten (10) days after the Buyer becomes aware of said damage. Should said cancellation occur, the earnest money hereinbefore acknowledged shall be promptly returned to the Buyer by the Seller.

XII. INSURANCE

The Seller agrees to maintain the existing insurance coverages on the premises until the date of closing. Insurance coverage on the premises thereafter shall be the responsibility of the Buyer.

XIII. PRORATION OF TAXES

There shall be prorated between the Seller and the Buyer, as of the date of closing, all real estate taxes and assessments on the premises, which proration shall be based upon the latest available tax bills.

XIV. COSTS OF CLOSING

The expenses of closing described in this paragraph shall be allocated in the following manner:

a. The Seller shall pay:

- (1) Expenses for deed preparation;
- (2) One-half (1/2) of the survey expenses;
- (3) Any real estate taxes up to the date of closing which are due as a result of proration;
- (4) Costs and expenses pertaining to lien releases, if any; and
- (5) All conveyance tax or tax stamps.

b. The Buyer shall pay:

- (1) Costs for the preparation of this Purchase Agreement;
- (2) One-half (1/2) of the survey expenses;
- (3) Transfer fees;
- (4) Costs to record the deed;
- (5) Costs to record any mortgage and similar documents related to the Buyer's financing of part of the purchase price; and
- (6) Any other closing costs.

The parties hereto acknowledge that a realtor is not involved in this transaction, and as a result, no realtor's fees are due and payable at the closing.

XV. DEFAULT

Should either party default in the performance of this Agreement, then the other party may proceed against the defaulting party on any cause of action or for any remedy given them by law or equity.

XVI. ENTIRE AGREEMENT

This instrument contains the entire agreement between the Buyer and the Seller respecting said premises, and any agreement or representation respecting said premises or the duties of either the Buyer or the Seller in relation thereto, not expressly set forth in this instrument, is null and void.

XVII. BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, devisees, legatees, successors and assigns of the Seller and the Buyer.

XVIII. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Ohio.

XIX. TIME

Time is of the essence of this Agreement.

XX. ASSIGNMENT

This Agreement is not assignable without the express written consent of the Seller and the Buyer.

IN WITNESS WHEREOF, the undersigned Seller and Buyer have executed this Agreement the day and year first above written, at Belpre, Ohio.

SELLER:

Badger Lumber Company, Inc.

By: _____
Vernon P. Ferrell, II, Director/President

BUYER:

City of Belpre, Ohio

By: 
Susan Abdella, Mayor