

RESOLUTION 2026-005

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ACCEPT AND COMPLETE THE DONATION OF REAL PROPERTY LOCATED ON WEST PIKE STREET, JACKSON CENTER, OH FROM PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION, NKA THE FARMERS & MERCHANTS STATE BANK, AND DECLARING AN EMERGENCY.

WHEREAS, a Donation Agreement (“Agreement”) is to be made by and between Peoples Federal Savings & Loan Association, nka Farmers and Merchants State Bank (Donor), the Property should be donated to the Village of Jackson Center, an Ohio Municipal Corporation, (Donee), for a public purpose;

WHEREAS, Donor is the owner in fee simple of certain real property located in Shelby County, Ohio, located at 115 West Pike Street, and being part of parcels, PIN 20-0615201.016, PIN 20-0615201.017, PIN 20-0615201.018, PIN 20-0615201.019, and PIN 20-0615201.024 Center, Shelby County, Ohio 45334, together with all improvements, fixtures, easements, rights, and other appurtenances pertaining to it (the “Property”), and;

WHEREAS, Donor agrees to donate and convey to Donee, and Donee agrees to accept from Donor, one strip of land, the Property, being a 14’x146.54-foot strip of land, more or less, at the rear of the (5) parcels as depicted in solid red on **(Exhibit A)**, the legal description and boundaries of which shall be established by a survey set forth in section 9 of the Agreement.

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 Donor is required by the Village for public purposes, and the Village hereby agrees to accept transfer of title to the Property from Donor. The Property is depicted on **(Exhibit A)**. A copy of the Agreement is attached as **(Exhibit “B”)**

SECTION 2.

It is further determined transfer of the Property to the Village will promote the welfare of the citizens of the Village, and assist in the development of commercial activities to the benefit of the citizens of said Village, assist in enabling residential and commercial construction, and provide additional opportunities for residents’ gainful employment and housing.

SECTION 3.

The Village Administrator is hereby authorized to sign the Agreement and to execute any closing documents necessary on behalf of the Village, for the Village to acquire title to the Property.

SECTION 4.

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 timely acquire title to the Property, to promote timely commercial and residential growth and development; and wherefore this Resolution shall take effect and be in full force from and after its adoption by Council and approval by the Mayor.

Adopted on this date:

June 8, 2026



Jesse Fark, Mayor

Attest:



James G. Gooding, Fiscal Officer



RESOLUTION 2026-005

CERTIFICATE OF FISCAL OFFICER AS TO POSTING

I certify that the above Resolution 2026-005 has been posted as required by law. Posted on the Village Website, and Social Media Page.

Date of Posting: June 9, 2026

Signed: 

James G. Gooding, Fiscal Officer

EXHIBIT B

DONATION AGREEMENT

This Donation Agreement ("**Agreement**") is made and entered into as of the last date of signature set forth below (the "**Effective Date**"), by and between **PEOPLES FEDERAL SAVINGS & LOAN ASSOCIATION, nka THE FARMERS & MERCHANTS STATE BANK ("Donor")**, and the **VILLAGE OF JACKSON CENTER, OHIO**, an Ohio municipal Corporation ("**Donee**"). Donor and Donee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

- a. Donor is the owner in fee simple of certain real property located at 115 W PIKE ST Jackson Center, Shelby County, Ohio 45334, PIN 20-0615201.016, PIN 20-0615201.017, PIN 20-0615201.018, PIN 20-0615201.019, and PIN 20-0615201.024, together with all structures, improvements, fixtures, easements, rights and other appurtenances pertaining to it.
- b. WHEREAS Donor agrees to donate and convey to Donee, and Donee agrees to accept from Donor, one strip of land (the "Property"): a 14'x 146.54-foot strip at the rear of the five (5) parcels as on the attached map (Exhibit A), the legal description and boundaries of which shall be established by a survey as set forth in Section 9 of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Agreement for Donation and Acceptance. Donor hereby agrees to donate to Donee, and Donee hereby agrees to accept from Donor, the Property, on and subject to the terms and conditions of this Agreement.
2. Donation; No Consideration. The Property is being conveyed by Donor to Donee as a charitable donation, without monetary consideration. No purchase price shall be paid by Donee to Donor in connection with this transaction.
3. Donor Representations, Warranties and Covenants. Donor hereby warrants and represents to, and covenants with, Donee, as follows:
 - (a) Donor is the owner in fee simple of the Property;
 - (b) Donor has good and marketable title to the Property;
 - (c) Donor has full power to convey the Property to Donee 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. Reserved for future use.
6. Closing. The closing of the donation and acceptance of the Property and the transfer of title to the Property (the "Closing"), shall take place at Jauert, Burton & Johnson, LLP., in Wapakoneta, Ohio or such other place as agreed upon by Donee and Donor, within thirty (30) days after the Agreement is signed.
7. Closing Costs; Real Estate Taxes. All closing costs, including but not limited to closing fees, escrow fees, and other customary transaction costs, shall be paid by Donee. Donor shall bear no closing costs. It is understood and agreed that there will be no proration of taxes and assessments regarding the Property. Donee will be responsible for all taxes and assessments. Donee shall pay for the recording fees and the Shelby County Auditor per parcel transfer fee related to the Closing, if any. The Parties acknowledge and agree that this transaction qualifies for an exemption from Ohio conveyance fees pursuant to applicable Ohio law governing municipal acquisitions. No conveyance tax shall be assessed on or paid in connection with this transaction.
8. Title Search and Title Fees. Donee shall be responsible for conducting a title search of the Property and shall bear all costs and fees associated with such title search. Donee shall obtain, at its sole expense, evidence of marketable title to the Property. In the event a title defect is discovered, the Parties shall cooperate in good faith to resolve such defect prior to Closing.
9. Survey. A survey of the Property shall be required as a condition of this transaction. Donee shall engage a licensed Ohio surveyor to conduct a boundary survey of the Property to establish the legal description. All costs associated with the survey shall be paid by Donee. The completed survey shall be attached to and incorporated into this Agreement upon completion. The legal description derived from the survey shall be incorporated into the deed conveying the Property from Donor to Donee.
10. Examination of Property. Donor represents that, to the best of Donor's knowledge, the Property is conveyed in its present "AS IS" condition. Donee has had or shall have the opportunity to inspect the Property prior to Closing. Donor makes no representations or warranties regarding the condition of the Property beyond those expressly stated herein
11. Representations and Warranties of Donee. Donee represents and warrants that: Donee has full legal authority to enter into this Agreement and to accept the Property.
12. Closing Documents. At the Closing, Donor shall deliver to Donee the following:
 - (a) Recordable and transferable general warranty deed, conveying marketable title in fee simple, free and clear of all liens and encumbrances;
 - (b) Any corporate resolutions and or formal documentation authorizing this Agreement and authorizing the execution of closing documents required by Donor;

- (c) Settlement Statement; and
- (d) Such other documents as may reasonably be deemed necessary by Donee or Donee's legal counsel or the title insurer for Donee or its lender, if any, to consummate the donation and acceptance contemplated by this Agreement.

At the Closing, Donee shall deliver to Donor the following:

- (a) Resolutions authorizing this Agreement and authorizing the execution of closing documents required by Donee;
 - (b) Settlement Statement; and
 - (c) Such other documents as may reasonably be deemed necessary by Donor or Donor's legal counsel or the title insurer for Donor or its lender, if any, to consummate the donation and acceptance contemplated by this Agreement.
13. Possession. Donee shall be entitled to exclusive possession of the Property from the date of Closing.
14. Default. In the event of a material breach or default of this Agreement by either Party, the non-defaulting Party shall have all remedies available at law and in equity.
15. Risk of Loss. Risk of loss to the Property shall be borne by Donor until Closing, provided that if any part of the Property shall be substantially damaged or destroyed before this transaction is closed, Donee may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Donor under all policies covering the Property, or (b) rescind this Agreement, and thereby release all parties from liability hereunder. Donee shall give notice to Donor of the option chosen within fifteen (15) days after Donor has given notice to Donee of such damage or destruction and the types and extent of insurance coverage for such damage or destruction. Failure of Donee to give such notice shall constitute an election to proceed with option (b) above.
16. 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
17. Delivery of Notice. 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 Donee: Village of Jackson Center, Ohio
c/o Drew Sosby, Village Administrator
P.O. Box 819
Jackson Center, Ohio 45334

Phone: (937) 596-6314
Fax: (937) 596-6672
Email: dsosby@jacksoncenter.com

With a copy to: Donee's Counsel
Jauert, Burton &
Johnson 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 Donor: The Farmers & Merchants State Bank
307 N. Defiance St.
Archbold, Ohio 43502
Attention: Kevin Schaffner
Phone: (419) 446-2501
Email: klschaffner@fm.bank

With a copy to: Donor's Counsel
Rupp, Hagans, Bohmer & Durnaczyk, LLP
c/o Robert W. Bohmer
PO Box 178
302 N. Defiance St.
Archbold, OH 43502
Phone: (419) 445-8815
Fax: (419) 445-1080
Email: robert@northwestohiolaw.com

20. Assignment. The parties agree Donee has absolute authority to transfer and assign all of Donee's right, title and interest in and to this Agreement.

19. Brokers. Donor and Donee acknowledge and agree there is no real estate broker involved in the drafting and execution of this Agreement or the conveyance of the Property. The parties acknowledge there shall be no real estate broker commission paid whatsoever related to the Agreement. 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 Donee, on one hand, and Donor 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.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Donor and Donee, and their respective successors, assigns, and legal representatives.

21. 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.

22. 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. If any legal action or proceeding is initiated to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and court costs from the non-prevailing Party, in addition to any other relief to which the prevailing Party may be entitled.

23. 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.

DONEE:

Village of Jackson Center, Ohio, an Ohio municipal corporation

By: _____
Drew Sosby, Village Administrator

Dated: _____

DONOR:

The Farmers & Merchants State Bank

By: _____
Barbra J. Britenriker, EVP and CFO

Dated: _____

