



# ROSS TOWNSHIP RESOLUTION

## RESOLUTION NUMBER 2014-071

RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTIES LOCATED AT 2575 CINCINNATI BROOKVILLE ROAD AND 4334 HAMILTON CLEVES ROAD, AUTHORIZING AND DIRECTING THE TOWNSHIP ADMINISTRATOR TO TAKE STEPS NECESSARY TO SATISFY THOSE CONTINGENCIES TO BE PERFORMED BY ROSS TOWNSHIP AND TO EXECUTE ALL NECESSARY CLOSING DOCUMENTS

WHEREAS, the Township has the opportunity to purchase the properties located at 2575 Cincinnati Brookville Road And 4334 Hamilton Cleves Road which are parcels identified as suitable for the possible construction of a replacement south fire station, a new police station, administrative offices and a township meeting hall; and

WHEREAS, applicable sections of the Ohio Revised Code authorize the Board of Trustees to acquire property for use as a replacement south fire station, a new police station, administrative offices and a township meeting hall and for any lawful township purpose; and

WHEREAS, the Board desires to accept an offer to sell by the Owner and to enter into a Contract to Purchase for the properties located at 2575 Cincinnati Brookville Road And 4334 Hamilton Cleves Road.

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, pursuant to the applicable provisions of the Ohio Revised Code, as follows:

### SECTION 1 -A:

That the Board accepts the Offer to Purchase Real Estate as attached hereto as Exhibit "A" and enters into a Real Estate Purchase Agreement with Harry B. Bowman, Tr. for the properties located at 2575 Cincinnati Brookville Road And 4334 Hamilton Cleves Road in the amount of \$165,000.00, on the terms and conditions of the Real Estate Purchase Agreement attached hereto as Exhibit "B".

### SECTION 1-B:

That the Township Administrator be and hereby is authorized and directed to take all steps necessary to satisfy those contingencies to be performed by the Township pursuant to the terms and conditions of the Offer to Purchase Real Estate and

the Real Estate Purchase Agreement.

**SECTION 1-C:**

That the Township Administrator be and hereby is authorized and directed to execute any and all documentation necessary to consummate the purchase in accordance with the terms of the Offer to Purchase Real Estate and the Real Estate Purchase Agreement as authorized herein.

**SECTION 2:**

This resolution shall take effect on November 20, 2014, upon the filing of this resolution with the Ross Township Fiscal Officer.

**SECTION 3:**

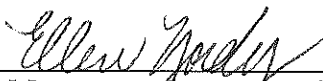
It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**INTRODUCTION AND VOTE RECORD:**

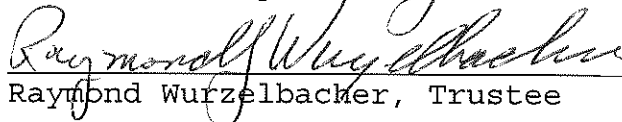
Trustee Yordy introduced the foregoing Resolution and moved its adoption. Trustee Willsey seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey AYE Wurzelbacher AYE Yordy AYE

Adopted at the meeting of the Ross Township Board of Trustees this 20<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
Ellen Yordy, President

  
\_\_\_\_\_  
Thomas Willsey, Vice President

  
\_\_\_\_\_  
Raymond Wurzelbacher, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 20<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
Judy Huffman  
Ross Township Fiscal Officer

THE REMAINDER OF THIS PAGE INTENTIONALLY

**OFFER TO PURCHASE REAL ESTATE**

**THIS OFFER TO PURCHASE REAL ESTATE (the "Offer") dated this the \_\_\_\_\_ day of \_\_\_\_\_ (the "Execution Date") IS MADE BY:**

**Ross Township Board of Trustees**  
(the "Buyer")

**-TO-**

**Harry B. Bowman,**  
**Trustee**  
(the "Seller")

**BACKGROUND**

The Buyer wishes to submit an offer to purchase certain real estate from the Seller under the terms stated below.

**IN CONSIDERATION OF** and as a condition of the Seller selling the Property and the Buyer purchasing the Property (collectively the "Parties") and other valuable consideration the receipt of which is hereby acknowledged, the Parties to this Offer to Purchase Real Estate agree as follows:

**Real Property**

- 1. The Property is situated in the City of Ross, County of Butler, State of Ohio and is located at: 2575 Cincinnati Brookville Road, Parcel No. K4630058000075 and 4334 Hamilton-Cleves Road, Parcel No. K4630058000074 which includes the land, all appurtenant rights and easements, all buildings and fixtures and improvements located on the Property that are listed within this Offer. All property included within this Offer is referred to as the "Property".

**Sales Price**

- 2. The total purchase price that is to be paid for the Property by the Buyer is \$165,000.00 (the "Purchase Price") payable at closing.

**Closing & Possession**

- 3. The Closing Date will be at such time agreed by the Parties, at which point the Buyer will take possession of the Property. However, Buyer shall have thirty (30) days from the acceptance of this offer to remove anything from the interior of the building on the Property.

Seller(s) initials: \_\_\_\_\_ Date: \_\_\_\_\_  
Buyer(s) initials: \_\_\_\_\_ Date: \_\_\_\_\_

**Conditions**

4. The Buyer's obligation to purchase the Property is contingent upon:
  - a. Seller to pay all taxes prorated to the date of closing.
  - b. Seller must provide clear title and pay all outstanding debts and/or liens.
  - c. Seller to pay all closing costs out of the proceeds of the sale.
  
5. If a defect in Title appears, Seller shall have thirty (30) days after notice to remove such defect and, if unable to do so, Buyer may either (1) accept Title subject to such defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither Buyer or Seller shall have any further liability to each other.
  
6. The term Acceptance means the signing and/or initialing of this document by the latter of the parties to do so without making material change. Upon Acceptance, this offer, including all attachments and addenda, shall become an Agreement binding on both Buyer and Seller, their respective heirs, executors, administrators, and assigns.

Buyer: Ross Township Board of Trustees

Address: 3133 Hamilton Cleves Road, Hamilton, Ohio 45013

Date: \_\_\_\_\_

The undersigned Seller does hereby accept the above offer.

SELLER: \_\_\_\_\_

\_\_\_\_\_ Address

Print Name: Harry B. Bowman, Trustee

\_\_\_\_\_ Date

## REAL ESTATE PURCHASE AGREEMENT

This Agreement made and entered into as of the dates set forth below by and between **Harry B. Bowman**, (the "Seller") and **Ross Township Board of Trustees** (the "Buyer") for the purchase of real estate described herein under the terms and conditions as hereinafter set forth.

### WITNESSETH

WHEREAS, Seller is the owner of real estate located at 2575 Cincinnati-Brookville Road, Ross Township, Butler County, Ohio and 4334 Hamilton-Cleves Road, Ross Township, Butler County, Ohio, together with all improvements located thereon and all rights and appurtenances thereunto, as more particularly described in Section 1 below, and made a part hereof (the "Premises"); and

WHEREAS, Seller wishes to sell and Buyer desires to purchase the Premises on the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. PREMISES: The Premises consists of land, all appurtenant rights and easements, all buildings and fixtures and improvements. The Premises are also commonly referred to as parcels K4630058000075 and K4630058000074, of the Butler County Auditor's and Treasurer's records. The Premises also includes an easement for access as shown on the replat survey.

2. PURCHASE PRICE: Buyer shall pay the sum of One Hundred Sixty-Five Thousand Dollars (\$165,000.00) (the "Purchase Price"). The Purchase Price shall be payable upon delivery of deed at the closing.

3. TITLE: The title of the Premises shall be a good, marketable and recordable title in fee simple, without defect and free and clear of all liens, encumbrances, easements, tenancies, rights, covenants, restrictions, reservations, conditions, charges, agreements, and other exceptions to title except:

(a) the lien of real property taxes which are not delinquent at Closing; and

(b) utility easements and restrictions of record acceptable to Buyer in Buyer's sole discretion.

4. TITLE INSURANCE: Buyer may obtain a commitment for title insurance for the Premises, at Buyer's expense, within sixty (60) days from the date hereof.

5. SURVEY: Any new survey that is required by any governmental authority as a condition of recording this transfer the Seller shall obtain the survey at its expense, and then such legal description so prepared shall be used in Seller's deed.

6. DEED: At Closing, Seller shall convey the Premises to Buyer by a good sufficient general warranty deed in recordable form conveying good, marketable and insurable title in fee simple, free and clear of all liens, life estates, encumbrances and other exceptions to title except those exceptions which are expressly permitted under the provisions of Section 3 hereof. Seller shall pay for all transfer taxes.

All easements and other rights benefiting the Premises shall be assigned to Buyer by appropriately recording any other instruments required by the title company to issue the policy of title insurance. Seller shall provide a standard title insurance affidavit at closing sufficient to delete standard title exceptions from the owner's title insurance policy.

7. TAXES AND ASSESSMENTS: Seller shall pay all taxes and special assessments which are a lien upon the Premises through the date of Closing including penalties and interest. Seller warrants and represents that no improvements have been installed the cost of which is to be assessed in whole or in part against any part of the Premises in the future.

8. CONDEMNATION: If prior to the Closing, any authority having the right of eminent domain shall commence negotiations with Seller, or commence legal action for temporary or permanent taking or acquiring of all or any part of the Premises, Seller shall immediately give notice to Buyer and Buyer shall have the right to terminate this Agreement or proceed to close in which event the Purchase Price (i) shall be reduced by the amount of condemnation award; or (ii) shall remain unchanged and the Buyer shall receive such award in the event that such amounts are paid prior to Closing.

9. CONTINGENCIES: The satisfaction or written waiver by Buyer of the following shall be a condition preceding any obligation or duty of Buyer under this Agreement:

(a) Buyer shall have thirty (30) days after receipt of both the title commitment and the survey, to notify Seller of any exception in the title commitment or any matter disclosed in the survey which makes the Premises unsuitable for Buyer's purposes ("Title Objections"). Seller thereupon shall have fifteen (15) days within which to cause such Title Objections to be removed from the title commitment or cause the matters reflected on the survey to be removed, as the case may be ("Cure"). In the event that Seller is unable or unwilling to effect such Cure, then Buyer, at its option, may elect to (i) terminate this Agreement, whereupon the parties hereto shall have no further obligations hereunder, or (ii) waive such Title Objections and to proceed to Closing, as set forth herein. All exceptions approved by Buyer, or Title Objections subsequently waived in writing, shall hereinafter be deemed to be "Permitted Exceptions."

(b) Buyer shall have sixty (60) days from the date hereof within which to conduct such tests, studies, samplings, inspections and other examinations, including environmental investigations, zoning review, and engineering studies for utilities, soil tests, health department review (collectively "Examinations") as it may elect in its sole judgment, to determine the suitability of the Premises for Buyer's purposes. If the Examinations disclose matters which make the Premises unsuitable for Buyer's purposes in Buyer's sole discretion, then Buyer may terminate this Agreement by giving written notice within such sixty (60) day period to Seller, in which event the parties hereto shall have no further obligations hereunder.

10. ENVIRONMENTAL ISSUES.

Seller represents and warrants that the following are true to the best of Seller's knowledge as of the time of execution of this Agreement and shall be true as of closing:

1. To the best of Seller's knowledge, there are no hazardous substances, pollutants, contaminants, solid waste in or migrating from or onto the premises.

2. To the best of Seller's knowledge, there has been no release, treatment, disposal or

transportation of Hazardous substances on, in or from the premises.

3. To the best of Seller's knowledge, there have been no, nor is there now any pending, threatened, ongoing or unresolved administrative or enforcement actions, investigations, compliance orders, claims, demands, actions or other litigation based on environmental laws and regulations or otherwise related to the presence of Hazardous Substances in, or transported from the premises or other environmental condition of the premises brought by any governmental authorities or other persons or entities.

The terms hazardous substance, release, treatment, disposal and transportation shall have the same meaning and definitions as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. Section 6901 et seq and regulations promulgated thereunder.

11. REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer as follows:

(a) Seller is the owner of the Premises and has the full right, title, power and authority to enter into this Agreement and to consummate the sale of the Premises;

(b) There is no litigation or other proceeding pending or threatened with respect to the Premises of this transaction;

(c) The person executing this Agreement has been fully authorized and empowered to bind Seller;

(d) The sale of the Premises does not violate the provisions of any currently applicable law, code, ordinance, regulation, order, decree or other governmental requirement;

(e) There is no oral or written lease agreement or contract in any way affecting or related to the Premises which could affect the Premises other than as disclosed as a Permitted Exception or on the survey.

(f) If this Agreement is being signed on behalf of Seller by Seller's attorney-in-fact under a power of attorney, such attorney-in-fact is duly authorized to enter into this agreement and Seller's attorney-in-fact has no knowledge of the revocation of the power of attorney. (Seller shall provide a recordable copy of any such power of attorney to Purchaser);

(g) There are no actions, lawsuits or proceedings, of any kind, or zoning violations, pending or threatened against the Seller which would in any way prevent or hinder the sale and transfer of the Premises contemplated herein or hinder or prevent Buyer's ability to use the Premises for Buyer's intended purposes. There is no other violation of any law or regulation affecting the Premises or Buyer's intended use thereof.

(h) Seller shall make no material alterations to the Premises prior to closing without the prior written consent of the Buyer.

12. CLOSING. Closing shall take place within sixty (60) days after the execution of this

written consent of the Buyer.

12. CLOSING. Closing shall take place within sixty (60) days after the execution of this Agreement. Possession of the Premises shall be delivered to Buyer at closing. Seller to pay all closing costs out of the proceeds of the sale.

13. RISK OF LOSS. It shall be Seller's responsibility and loss if the Premises or any portion thereof are damaged by casualty, force majeure or other cause. In such case either the Purchase Price shall be reduced by the amount of the damage and Buyer has the option to proceed in accordance with the terms and conditions of this Agreement or Buyer shall have the option to terminate this Agreement upon written notice to Seller.

14. BROKERAGE COMMISSIONS: The Seller represents that no realtor is involved in this transaction and that no commissions are due.

15. SURVIVAL WARRANTY: All representation warranties and covenants by Seller in paragraph 11 have been relied upon as material inducements for entering into this Agreement by Buyer and shall survive the Closing.

16. NOTICES. Any notice under this Agreement shall be in writing and shall deemed to be duly given upon personal delivery or upon receipt or deposit in the United States Mail, return receipt requested with postage prepaid, or upon delivery by overnight courier with return receipt requested, addressed to the party to which notice is to be given at the address set forth below such party's respective signature line, or at another address hereafter designated by notice.

18. MISCELLANEOUS:

(a) This Agreement shall inure to the benefit of and bind the parties hereto and their successors and assigns.

(b) This Agreement shall constitute the entire Agreement between the parties.

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

(d) This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.

(e) This Agreement may be executed in any number of identical counterparts each of which shall be considered an original but together shall constitute but one and the same Agreement.

(f) The captions or paragraph headings are for the convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.

(g) Buyer shall have forty five (45) days from the execution of this Agreement to remove anything from the interior of the building on the Property.



**Ross Township Board of Trustees**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 3133 Hamilton Cleves Road

Hamilton, Ohio 45013

**SELLER:**

**Harry B. Bowman, Trustee**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 1950 Chapel Road

Hamilton, Ohio 45013