



ROSS TOWNSHIP RESOLUTION

RESOLUTION NUMBER 2015-040

RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 4055 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 property located at 4055 Hamilton Cleves Road which is a parcel identified as suitable for the rehabilitation of the existing facility to house various Ross Township governmental departments and events; and

WHEREAS, applicable sections of the Ohio Revised Code authorize the Board of Trustees to acquire property for township governmental use and for any other 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 property located at 4055 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 enters into a contract to purchase said real estate from Vern Tragesser in the amount of \$695,000.00, substantially in the form of the attached Contract to Purchase hereto attached as Exhibit "A"; and furthermore stipulates to conditions of said purchase substantially in the form of the attached Addendum To Contract To Purchase hereto attached as Exhibit "B"; both Exhibit A and Exhibit B are subject to modifications approved by the Township Trustees and its Legal Council on terms not adverse to the Township.

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 Contract to Purchase and

the Addendum To Contract To Purchase.

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 Contract to Purchase and the Addendum To Contract To Purchase as authorized herein.

SECTION 2:

This resolution shall take effect on July 2, 2015, 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 Willsey introduced the foregoing Resolution and moved its adoption, Trustee Yordy 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 A4E Wurzelbacher A4E Yordy A4E


Adopted at the meeting of the Ross Township Board of Trustees this 2nd day of July, 2015.



Thomas Willsey, President



Raymond Wurzelbacher, Vice President



Ellen Yordy, 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 2nd day of July, 2015.



Judy Huffman
Ross Township Fiscal Officer

August 2012

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**CONTRACT TO PURCHASE
INDUSTRIAL - INVESTMENT - COMMERCIAL**

This is a legally binding contract.
If not understood, seek Legal advice.

Office:	_____
Phone:	_____
Fax:	_____
Date:	_____

- This AGREEMENT dated June 26th, 2015, is between Vern Fragesser, Seller and Ross Township Board Of Trustees, Buyer.
- PROPERTY DESCRIPTION:** The undersigned Buyer offers to purchase from the Seller through HUFF REALTY, the following described Real Estate located in Ross Twp (City), Buller (County), Ohio (State) known as: 4055 Hamilton Cleves Rd. Ross Twp, Ohio 45013 Parcel Id. K462006000002 and shall include the land together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures and all the following items now on the premises, all of which the Seller certifies that they own and will be free and clear of any liens and encumbrances and to include the following items of personal property: See addendum
- SELLER'S CERTIFICATION:** The Real Estate is zoned B-2 and is free from any and all city, county, and state orders affecting the Real Estate as of the date of acceptance of this offer except the following, which the Buyer accepts: NA
- PRICE AND TERMS:** The Purchase Price shall be \$ 696,000 payable as follows:
 - Buyer, upon execution of this Contract, shall deposit with HUFF REALTY, as Escrow Agent, the sum of \$ 25,000 as earnest money to be credited against purchase price at closing. The Escrow Agent shall hold said deposit pursuant to the terms of this agreement. In the event the conditions have not been satisfied within 0 days after the last execution of this Contract, either party may terminate this agreement, by giving written notice to all other parties, and the earnest money shall be returned to the Buyer. If this offer is accepted and Buyer refuses to perform, the deposit shall be paid to the Seller, which payment or the acceptance thereof shall not in any way prejudice the rights of the Seller in action for damages or specific performance.
 - Balance. The balance of the purchase price shall be due at closing.
 - Other terms and condition: See addendum
- EPA:** The Seller states that in the best of their knowledge, there are no EPA problems with the property. If it is determined that such exist (a) the Buyer may void this Contract to Purchase and the earnest money refunded, (b) the Buyer may accept/close on the property 'as is', or (c) the Buyer will allow the Seller to remedy the problem, if that offer is made, and then close.
- CONVEYANCE:** At closing, title to said Real Estate shall be conveyed by deed of general warranty, in fee simple absolute with release of dower, if any, free, clear and unencumbered, except: NA
- PRORATIONS:** Real Estate taxes, rents and operating expenses shall be prorated as of the date of closing. Seller shall pay all installments of assessments if any, which may become due and payable prior to date of closing. The Seller is to pay for the transfer tax and deed preparation. The Buyer will pay all costs associated with securing financing and attorney fees for title investigation/closing.
- CONDITIONS OF IMPROVEMENTS:** Seller agrees that upon delivery of deed, the improvements constituting part of the Real Estate shall be in the same condition as they are on the date of this offer, reasonable wear and tear excepted. Seller shall continue to insure the improvements until closing. In the event of loss before closing and if such loss shall not be repaired by and at the cost of the Seller prior to closing, the Buyer may elect to accept the property and insurance proceeds, or terminate this Contract, in which event Buyer shall be entitled to a return of the deposit.
- CLOSING DATE:** Closing will be held on or before July 31, 2015
- POSSESSION:** Possession shall be given, subject to tenants' rights upon closing.
- BUYER'S EXAMINATION:** Buyer is relying solely upon his/her own examination of the Real Estate, and inspections herein required, if any, for its physical condition and character, and not upon any representations by the real estate agents involved, except for those made by said agents directly to the Buyer in writing.
- SOLE CONTRACT:** The parties agree that this Contract constitutes their entire agreement, and that no oral or implied agreements exist. Any amendments to this agreement shall be made in writing, signed by both parties and copies shall be furnished to all copies of this original Contract. This offer when accepted shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
- EXPIRATION AND APPROVAL:** This offer shall remain open for acceptance until 6:00 p.m. on _____, 20____ and a signed copy shall be returned to Buyer upon acceptance.

_____ Witness	_____ Buyer
_____ Name of Cooperating Broker, if any	_____ Buyer
_____ Witness	_____ Seller or Duly Authorized Agent
_____ Witness	_____ Seller or Duly Authorized Agent

15 **RECEIPT OF EARNEST MONEY:** _____, Kentucky, Ohio, Indiana, _____, 20____
I hereby acknowledge receipt of \$ _____ in accordance with the terms herein.
By: _____
HUFF REALTY: BROKER



**ADDENDUM TO CONTRACT
TO PURCHASE**

This is a legally binding contract.
If not understood, seek legal advice.

Office:	_____
Phone:	_____
Fax:	_____
E-Mail:	_____
Date/Time:	_____

In reference to the CONTRACT TO PURCHASE dated 6-26-15 covering the property known as _____
4055 Hamilton Cleves Rd Ross Twp, Ohio 45013

The undersigned _____ Ross Township Board of Trustees (BUYERS) and
_____ Vern Tragesser (SELLERS) hereby agree to the following:

- 1.) The buyer/Ross Township to use the name Tragesser in a prominent fashion on the building and or naming of the building. (Example-Tragesser Square, Ross Township Administration Building @ Tragesser Square, Tragesser Bell Tower)
- 2.) The buyer/Ross Township to preserve and use in a prominent/entrance location, (the concrete Tragesser Garage 1917 stone-located in rear entrance) when remodeling/renovating the property.
- 3.) The buyer/Ross Township to pay up to \$15,000 (reflected on the closing/settlement statement) of buyers prorated real estate taxes in exchange for the following items that are to be left by the seller as part of the sale.:
ITEMS INCLUDED IN THE SALE - 2-Drive On Car Lifts 12K limit, 2-Arm Car Lifts 9k limit, 2-Inground Piston Lifts, Tire Balancer, Tire Changer, Cheetah Bead Seater/Air Burst, 2 Rotundra Air Compressors, Fork Lift in Rear Lot, Spring Strut Changer, Electric Pressure Washer in Wash Bay, Parts Bins/Excess Metal Shelving, Network Server, Pop and Coffee Machine, Phone System and Phones, Oil Sending Tanks, Desks and Chairs
- 4.)- Buyer acknowledges that the property has been (until very recently) "safes and service" of motor vehicles for multiple decades. Buyer has toured the site and waives any/all inspections. Property to be conveyed "as is".

Upon execution by the parties, this addendum becomes an integral part of the CONTRACT TO PURCHASE.

SIGNATURES:

SELLER WITNESS _____

SELLER Signature _____ Date/Time _____

BUYER WITNESS _____

SELLER Signature _____ Date/Time _____

BUYER Signature _____ Date/Time _____

BUYER Signature _____ Date/Time _____