



ROSS TOWNSHIP RESOLUTION

RESOLUTION NUMBER 2015-044

RESOLUTION ENTERING INTO A LAND BANK PROPERTY TRANSFER AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER CINCINNATI FOR THE SALE OF PROPERTY AT 2273 CARDINAL AVENUE PURSUANT TO ARTICLE EIGHT, SECTION THIRTEEN OF THE CONSTITUTION OF THE STATE OF OHIO

WHEREAS, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution, the Township acquired certain properties (the "Land Bank Properties") through the Butler County Land Reutilization Corporation (the "Land Bank") in order to improve the quality of its neighborhoods, increase land values, create diverse housing opportunities and return those acquired properties to the tax rolls; and

WHEREAS, the Township intends to sell "Land Bank Properties" located at 2273 Cardinal Avenue to Habitat for Humanity of Greater Cincinnati, an Ohio non-profit corporation (the "Purchaser") pursuant to certain Land Bank Revitalization Policies and Procedures adopted by the Township at Resolution 2015-012; and

WHEREAS, the Township acquired the property described in "Exhibit B" attached hereto (the "Property") as one of the Land Bank Properties; and

WHEREAS, the Township has approved the qualifications of Purchaser, an Ohio nonprofit corporation, and desires to donate Property to Purchaser for the construction of a residence on it and Purchaser desires to accept the donation of the Property from the Township on the terms and subject to the conditions hereinafter set forth.

BE IT RESOLVED, for valuable consideration, the receipt of which is hereby acknowledged, the Township and the Purchaser agree as follows:

SECTION 1-A:

That the Board hereby enters into a Land Bank Property Transfer Agreement with Humanity of Greater Cincinnati, an Ohio non-profit corporation to further mutual goals in the operation of certain Land Bank Revitalization Policies and Procedures adopted by the Township at Resolution 2015-012; for property located at the premises known as 2273 Cardinal Avenue, premises

also known as K4620-064-000-223 and K4620-064-000-224 of the Butler County Auditor's Tax Plats; substantially in the form of the document attached hereto as Exhibit "A", subject to modifications approved by the Township Legal Council on terms not adverse to the Township.

SECTION 1-B:

That the Board of Township Trustees shall direct the Township Administrator to execute the agreement as authorized herein.

SECTION 2:

This resolution shall take effect on July 16, 2015 following 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 Township 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 AYE Wurzelbacher AYE Yordy AYE

Adopted at the meeting of the Ross Township Board of Trustees this 16th day of July, 2015.



Thomas Willsey, President



Raymond Wurzelbacher, Vice President



Ellen Yordy, Trustee

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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 16th day of July, 2015.



Judy Hoffman
Ross Township Fiscal Officer

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LAND BANK PROPERTY TRANSFER AGREEMENT

This **LAND BANK PROPERTY TRANSFER AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____, 2015 ("Effective Date"), by and between Ross Township, Ohio, an unincorporated jurisdiction (the "Township"), and Habitat for Humanity of Greater Cincinnati, an Ohio non-profit corporation (the "Purchaser"), and together with the Township, the "Parties" and each separately a "Party").

WITNESSETH:

WHEREAS, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution, the Township acquired certain properties (the "Land Bank Properties") through the Butler County Land Reutilization Corporation (the "Land Bank") in order to improve the quality of its neighborhoods, increase land values, create diverse housing opportunities and return those acquired properties to the tax rolls; and

WHEREAS, the Township intends to sell "Land Bank Properties" to qualified purchasers pursuant to certain Land Bank Revitalization Policies and Procedures adopted by the Township at Resolution 2015-012; and

WHEREAS, the Township acquired the property described in "Exhibit A" attached hereto (the "Property") as one of the Land Bank Properties; and

WHEREAS, the Township has approved the qualifications of Purchaser, an Ohio nonprofit corporation, and desires to donate Property to Purchaser for the construction of a residence on it and Purchaser desires to accept the donation of the Property from the Township on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Agreement To Donate: Subject to the terms and conditions set forth in this Agreement, the Township agrees to donate and convey the Property to Purchaser and agrees to accept the donation of the Property from the Township.
2. Purchase Price: The purchase price ("Purchase Price") for the Property shall be \$0.00 Dollars.
3. Deed: Within the sixty (60) days period following the Effective Date, the Township shall deliver: (a) a Quit-Claim Deed (the "Deed") in the form of Exhibit B attached hereto and fully and acknowledged by the Township conveying the Property to Purchaser subject to easements, conditions and restrictions of record; and (b) possession of the Property to Purchaser, subject to easements, conditions and restrictions of record.
4. Inducement: As an inducement for the Township to donate the Property to Purchaser, Purchaser covenants and agrees that Purchaser shall construct a family residence on the Property in compliance with all applicable laws, rules, regulations, building codes and zoning ordinances.

The covenant of Purchaser set forth in the preceding paragraph (hereinafter referred to as the "Residential Covenant") shall be a covenant that shall run with the land and be binding upon Purchaser and Purchaser's successors and assigns. The Residential Covenant shall inure to the benefit of the Township and be enforceable by the Township.

5. Reverter: In the event any of the Residential Covenant be violated, the Township may, in addition to any of the rights the Township may have at law or in equity, send Purchaser written notice (the "Notice of Violation") of the violation. Purchaser shall have sixty (60) days after the date of the Notice of Violation to cure the violation. In the event that Purchaser fails to cure the violation in a manner satisfactory to the Township, the Township shall give Purchaser a second written notice (the "Notice of Reverter") that Purchaser is in default under this Agreement and as a result that Purchaser shall promptly reconvey the Property to the Township (such reconveyance of the Property to Township being hereinafter referred to as the "Reverter"). Upon the receipt of the Notice of Reverter, Purchaser shall be deemed to have waived any and all defenses Purchaser may have regarding the Reverter. Purchaser further covenants and agrees that: (a) Purchaser reconvey the Property to the Township for no consideration, free and clear of all liens and encumbrances; (b) the Township's right to compel Purchaser to reconvey the Property pursuant to the Reverter may be enforced by the Township in an action specific performance; and (c) the provisions of this Section shall survive the delivery of the Deed.

6. Real Estate Taxes and Assessments: Real estate taxes and assessments due and owing on the Property shall be assumed and paid by Purchaser. There shall be no proration of real estate taxes or assessments at the Closing.

7. AS-IS Sale: **It is understood and agreed that the Township is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property including, but not limited to, any warranties or representations as to habitability, merchantability or fitness for a particular purpose. Purchaser acknowledges and agrees that upon the Closing the Township shall transfer and convey to Purchaser and Purchaser shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS". Purchaser has not relied and will not rely on, and the Township is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by the Township, or any agent representing purporting to represent the Township, to whomever made or given, directly or indirectly orally or in writing. The provisions of this Section shall survive the delivery of the Deed.**

8. Waiver: Purchaser represents to the Township that Purchaser has conducted, or will conduct prior to the Closing, such investigations of the Property, including but not limited to, its environmental condition, as Purchaser deems necessary or desirable to satisfy Purchaser as to the condition of the Property the existence or nonexistence or curative action to be taken with respect to the Property. Upon the Closing, Purchaser shall assume the risk that adverse matters, including but not limited to defects and adverse environmental conditions, may not have been revealed by Purchaser's investigations, and Purchaser, upon the Closing, shall be deemed to have waived, relinquished and released the Township from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, which Purchaser

might have asserted or alleged against the Township at any time by reason of or arising out of any latent or patent defects or physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property, The provisions of this Section shall survive the delivery of the Deed

9. Condition Precedent: The obligation of the Township to donate the Property to Purchaser is subject to the Board of Township Trustees approving the donation of the Property to Purchaser pursuant to the terms of this Agreement. In the event that the Township does not approve the donation of the Property to Purchaser as provided for in this Agreement, the Township shall have the right to terminate this Agreement on the date set forth in a written notice of termination sent to Purchaser by the Township. After termination, neither Purchaser nor the Township shall have any obligation under this Agreement or liability to the other.

10. Brokerage Commission: The Township and Purchaser represent one to the other, that no broker or agent is involved in this transaction that would be entitled to a fee or commission as a result of this transaction. Any fees, costs and/or commissions owing to any broker or agent shall be the sole responsibility of the Party contracting for such broker or agent and such Party shall remain fully responsible for any claims, losses, costs, damages and/or expenses (including but not limited to reasonable attorney's fees) for a fee or commission due or alleged to be due as a result of the activities of that Party. The provisions of this Section shall survive the delivery of the Deed or the earlier termination of this Agreement.

11. Notices: Any notice given pursuant to this Agreement shall be given in writing and delivered: (a) in person; (b) overnight courier; or (c) by certified mail, postpaid, return receipt requested, addressed as follows:

If to the Township: 3133 Hamilton Cleves Road
Hamilton, Ohio 45013
Attention: Township Administrator

If to Purchaser: _____

Such notice, if delivered personally or by overnight service, shall be deemed given at the time of delivery, or, if sent by certified mail, shall be deemed given two (2) calendar days after the of mailing with appropriate postage attached thereto.

12. Governing Law – Survival: This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. All representations, warranties and covenants set forth in this Agreement shall survive the delivery of the Deed.

13. Effective Date: For purposes of this Agreement, the term "Effective Date" shall be the date the Township executes Agreement and forwards a fully executed copy thereof to Purchaser, which shall be set on the first paragraph of this Agreement.

14. Entire Agreement: This Agreement and the Exhibit attached to it set forth the entire understanding between the Parties regarding sale of the Property. This Agreement may not be

altered or modified except as set forth in a writing signed by both Parties.

Ross Township, Ohio

By: _____
Township Administrator

Habitat for Humanity

By: _____

Title

Exhibit "A"

Exhibit "A"
PROPERTY DESCRIPTION

Exhibit "B"
QUIT-CLAIM DEED

GRANTOR, Ross Township, Butler County, Ohio, an unincorporated jurisdiction, for valuable consideration paid, grants to GRANTEE, Habitat for Humanity of Greater Cincinnati, an Ohio nonprofit corporation, whose tax mailing address is: _____

the following described real estate (the "Land Bank Property"):

**Butler County Auditor's Tax Plat
Parcel No.** _____

See Exhibit A attached hereto.

As an inducement for Grantor to transfer the Land Bank Property to Grantee, Grantee covenants and agrees to the following restrictions (collectively, the "Restrictions"):

The Land Bank Property shall: (a) be used solely for the construction of a single family residence thereon; and (b) be used and occupied in compliance with applicable laws, rules, regulations, building codes and zoning regulations.

The Restrictions shall run with the land and shall be binding on Grantee and the successors and assigns of Grantee. The Restrictions shall inure to the benefit of Grantor and be enforceable by Grantor. In the event Grantee or any of the successors or assigns of Grantee shall violate or attempt to violate the terms and conditions of the Restrictions or any one or more of them, then Grantor shall have the right to assert against Grantee or any of the successors or assigns of Grantee, as the case may be, a claim for injunctive relief; specific performance and damages, including but not limited to reasonable attorneys' fees and litigation expenses incurred in enforcing the Restrictions.

Executed this _____ day of _____, 2015

Ross Township, Ohio

By: _____
Township Administrator

STATE OF OHIO, BUTLER COUNTY, SS:

SEAL

The foregoing instrument was acknowledged before me on this
_____ day of _____, 2015

by _____

the _____

of Ross Township, Butler County, Ohio.