



ROSS TOWNSHIP RESOLUTION

RESOLUTION NUMBER 2015-069

RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 4330 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 4330 Hamilton Cleves Road which is a parcel identified as suitable for the pairing of adjacent township owned property at 2575 Cincinnati Brookville Road and 4334 Hamilton Cleves Road for resale; and

WHEREAS, applicable sections of the Ohio Revised Code authorize the Board of Trustees to acquire property for use with the pairing of adjacent township owned property at 2575 Cincinnati Brookville Road and 4334 Hamilton Cleves Road already owned for resale 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 property located at 4330 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 Jamie John Wurzelbacher for the property located at 4330 Hamilton Cleves Road in the amount of \$95,000.00, 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 December 1, 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:

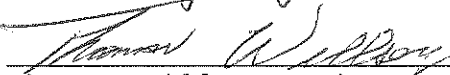
Trustee Willsey introduced the foregoing Resolution and moved its adoption, Trustee Yordy seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey AYE Wurzelbacher AYE Yordy AYE

Adopted at the meeting of the Ross Township Board of Trustees this 1st day of December, 2015.



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 1st day of December, 2015.



Judy Huffman
Ross Township Fiscal Officer



CONTRACT TO PURCHASE INDUSTRIAL INVESTMENT - COMMERCIAL

This is a legally binding contract,
if not otherwise indicated.

Office:
Phone:
Fax:
Date:

1. **TRACT ACQUISITION** (see 14-18 _____), 2015 _____, address James Wurmbacher _____, site
on Koss Township Trustees, Tract _____.

2. **PROPERTY DESCRIPTION:** The property of Buyer is to be parcel and/or fields in Tract #168-0011, located in, identified and registered in
Ohio Public Records, Book _____, Page _____, County, Ohio _____, State of Ohio _____,
Parcel #06200050003033 4330 Harbor Cleveland Rd _____

Buyer agrees to hold all agreements, terms, conditions, covenants, conditions, warranties, restrictions, easements, and other matters that may affect the sale, including the amount of, terms and conditions for any other easements that may affect the following items: (a) parcel, property, liens.

3. **SELLER'S OBLIGATION:** Seller has been made aware of _____, and Seller is not aware of any other matters that may affect the sale, including the following items: _____.

4. **PROPOSED TERMS:** The Buyer has agreed to pay \$5,000.00 NO DOWN PAY _____.

- (a) Buyer agrees to hold the County, and all applicable local government, in default of payment, as the agent, to receive all taxes and to pay the same on behalf of the County and all applicable local government. Buyer agrees to pay the same on behalf of the County and all applicable local government. Buyer agrees to pay the same on behalf of the County and all applicable local government.
- (b) Seller, shall agree to hold the County, and all applicable local government, in default of payment, as the agent, to receive all taxes and to pay the same on behalf of the County and all applicable local government.
- (c) Payment: The date of the purchase price shall be as follows: _____
- (d) Other terms and conditions: _____
Priority shall be as follows: _____
For Seller's agent: _____

5. **WPA:** The Seller does not warrant that the property, as shown on the plat, is free of all liens and encumbrances, and the Buyer may wish to determine whether the Seller's representation is true. The Buyer agrees to accept the property as shown on the plat, and the Seller will not be liable for any errors or omissions on the plat, or for any other errors or omissions on the plat.

6. **CONVEYANCE:** At closing, the Seller shall convey the property by deed of general warranty, to be subject to the restrictions of the _____, Ohio and to be subject to the _____.

7. **PROVISIONS:** And Buyer, Seller and all applicable local government shall be bound by the terms of the _____, Seller shall be responsible for all taxes and to pay the same on behalf of the County and all applicable local government. The Buyer shall pay all taxes and to pay the same on behalf of the County and all applicable local government.

8. **CONDITIONS:** Buyer agrees that the purchase price shall be paid in full at the time of closing. Seller shall be responsible for all taxes and to pay the same on behalf of the County and all applicable local government. Buyer shall be responsible for all taxes and to pay the same on behalf of the County and all applicable local government.

9. **TERMINATION:** Buyer shall terminate this contract _____, unless within 30 days of written acceptance or by Dec 31, 2015 _____.

10. **POSSESSION:** Possession shall be given to Buyer at the time of closing.

11. **DEED:** DEED OF GENERAL WARRANTY shall be provided to Buyer at the time of closing, and the same shall be subject to the _____, Ohio and to be subject to the _____.

12. **SOLE AGREEMENT:** The parties agree that this contract is the entire agreement between the parties and that no other oral or written agreement shall be enforceable between the parties. This offer is made subject to the _____, Ohio and to be subject to the _____.

13. **ENTIRE AGREEMENT:** This contract shall be the entire agreement between the parties and that no other oral or written agreement shall be enforceable between the parties.

Witness: _____
Buyer: Robert W. Davis 12/1/15

Witness/Proposing Buyer's Name _____
Date: _____

14. **ACCEPTANCE:** Seller accepts the above offer and agrees to pay the closing costs of _____ \$2500. _____ Date: _____

Witness: _____
Seller's Name Address Agent _____
Date: 11/20/15

15. **ENTIRE AGREEMENT:** This contract shall be the entire agreement between the parties and that no other oral or written agreement shall be enforceable between the parties.

Witness: _____
HUFF REALTY BROKER

Butler County

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PARID: K4630058000073
WURZELBACHER JAMIE JOHN

4330 HAMILTON CLEVES RD

Parcel

Parcel Id	K4630058000073
Address	4330 HAMILTON CLEVES RD
Class	RESIDENTIAL
Land Use Code	510, R - SINGLE FAMILY DWELLING, PLATTED LOT
Neighborhood	00021008
Total Acres	
Taxing District	K46
District Name	ROSS TWP ROSS LSD
Gross Tax Rate	72.85
Effective Tax Rate	47.338593
Non Business Credit	.088791
Owner Occupied Credit	N/A

Owner and Legal

Owner 1	WURZELBACHER JAMIE JOHN
Owner 2	
Legal 1	120 ENT
Legal 2	
Legal 3	

Taxbill Mailing Address [Can I change my mailing address?](#)

Mailing Name 1	JAMIE JOHN WURZELBACHER
Mailing Name 2	
Address 1	6250 DUNLAP RD
Address 2	
Address 3	CINCINNATI OH 45252

Sales

Sale Date	Sale Amount
27-MAR-03	\$70,000

Dwelling

Stories	1.5
Gross Living Area	1,127
Construction	ALUM/VINYL
Total Rooms	6
Bedrooms	3
Year Built	1890
Finished Basement	0

Current Value

Land (100%)		\$18,980
Building (100%)		\$39,170
Total Value (100%)		\$58,150
CAUV		\$0
Assessed Tax Year	2014	
Land (35%)		\$6,640
Building (35%)		\$13,710
Assessed Total (35%)		\$20,350

Incentive District Parcels [What is this?](#)

Parcel identifier	Value Type	value
K4630058000073	Base Parcel	58,150
	Total Value	58,150

Current Year Real Estate Taxes

TAX TYPE	Prior Year	First Half Tax	Second Half Tax	Total
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Real Estate		991.04	482.80	438.91	1,912.75
Special Assessments		30.62	14.47	13.16	58.25
	Total:	1,021.66	497.27	452.07	1,971.00

Homestead Credits [How do I qualify?](#)

Homestead Exemption	NO
Owner Occupied Credit	NO
100% Disabled Veteran Exemption	NO

Sales

Sale Date	Sale Type	Sale Amount	Trans #	Seller	Buyer
27-MAR-03	LAND & BUILDING	\$70,000.00	2144	PENNINGTON GREGORY	WURZELBACHER JAMIE JOHN

Building

Card	1
Stories	1.5
Construction Style	ALUM/VINYL
Gross Living Area	OLD STYLE 1.5 STORY
Basement	1,127
Rec Room	NONE
Physical Condition	
Attic	NONE
Year Built	1890
Effective Year	1960
Year Remodeled	
Total Rooms	6
Bedrooms	3
Full Baths	1
Half Baths	0
Family Rooms	0
Additional Fixtures	2
Unfinished Area	
Finished Basement	0
WBFP Stacks	1
Fireplace Openings	1
Prefab Fireplace	
Heat System	BASIC
Fuel Type	GAS
Int vs Ext Condition	SAME

Land

Line Number	Acres	Front actual	Front effective	Depth	Square Feet
1	.2697	50	50	235	11,750