

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING: 3-5-19

WAIVE RULES? YES ☒ NO

FINAL ACTION DATE: 3-19-19

VOTE: YES ☒ NO

SUSPENSION OF TWO
READING RULE:

YES	NO
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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DENISE LINGO
JENNIFER MOODY
ROBERT PARSONS
JUDY PETERSEN
JOE ROETTING
KISHA DOSA
CORDEL GEORGE
TOTALS

ADOPTION OF
ORDINANCE:

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<u>7</u>	<u>0</u>

ORDINANCE NO. 19-1882

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN CONTRACTS AND AGREEMENTS TO SELL CITY OWNED REAL PROPERTY TO THE MT. HEALTHY COMMUNITY IMPROVEMENT CORPORATION (CIC)

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MT. HEALTHY, STATE OF OHIO:

Section 1. That the Council has determined that the property commonly known as 7612 Hamilton Ave. is not needed for municipal purposes and that conveyance of such property to the Mt. Healthy Community Improvement Corporation will promote the welfare of the community, stabilize the economy, and assist in the development of commercial activities to the benefit of the people of Mt. Healthy; and

Section 2. That the City Manager is hereby authorized to sign the attached documents and any and all other documents necessary to sell by quit claim deed the city owned real property identified by Hamilton County Auditor's parcel number 593-0004-0027-00, and located at 7612 Hamilton Ave. to the Mt Healthy Community Improvement Corporation (CIC) under such conditions, and in such a manner as he shall deem to be in the best interests of the City of Mt. Healthy

Section 3. That this Ordinance shall be in full force and effect from and after the first date provided by law.

Passed this 19 day of March, 2019.

Ron Bittner
President of Council

Attest: Melanie Burt

Clerk of Council

Approved this 19 day of MARCH, 2019.



Mayor

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale ("Agreement") is made as of this ____ day of March, 2019 (the "Effective Date") by and between the MT. HEALTHY COMMUNITY IMPROVEMENT CORPORATION, an Ohio nonprofit corporation (the "Buyer"), and the CITY OF MT. HEALTHY, an Ohio municipal corporation ("Purchaser").

In consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, Seller and Purchaser agree as follows:

ARTICLE 1 TERMS

1.1 Basic Terms. The following constitute the "Basic Terms" of this Agreement for the sale by Seller and the purchase by Purchaser of the Property:

1.1.1 Property: The land and building located at 7612 Hamilton Avenue, Mt. Healthy, Ohio more particularly described on Exhibit A attached hereto, together with all easements, air rights and privileges appurtenant to the Property (the "Property").

1.1.2 Purchase Price: Ten and 00/100 Dollars (\$10.00).

1.1.3 Closing Date: Within twenty (20) days after the Effective Date.

ARTICLE 2 AGREEMENT OF PURCHASE AND SALE

Seller hereby agrees to sell, assign, and convey to Purchaser, and Purchaser agrees to purchase the Property, for the Purchase Price (defined below), and subject to the Basic Terms, and in accordance with the terms and subject to the warranties, covenants and conditions contained herein.

ARTICLE 3 PURCHASE PRICE

3.1 The total purchase price which Purchaser agrees to pay and Seller agrees to accept for the Property shall be the sum of Ten and 00/100 Dollars (\$10.00). The Purchase Price shall be paid in full at Closing.

ARTICLE 4 CLOSING AND TRANSFER OF TITLE

4.1 Closing. The parties hereto agree to close this purchase and sale within twenty (20) days after the Effective Date, at such exact date, location and time as may be agreed upon by the parties hereto (the "Closing").

4.2 Seller's Documents; Other Deliveries. At Closing, the Seller shall execute and deliver to Purchaser the following documents, and shall also make the other deliveries provided for hereinafter, all as follows:

4.2.1 A Quitclaim Deed to the Property, proper for recording, conveying fee simple title to the Property. The Quitclaim Deed shall include a grant by Buyer to Seller of a repurchase option which shall give the Seller the right to repurchase the Property for Ten and 00/100 Dollars (\$10.00) at any point should Seller determine that Buyer is not operating the Property in the best interest of the City of Mt. Healthy, Ohio. Said repurchase option shall be deemed a covenant running with the land until and unless released by Seller.

4.2.2 All consents which may be required from any third person or entity in connection with the sale of the Property.

4.2.3 A Transfer Tax Statement or return, if applicable.

4.2.4 Such other documents or instruments, including a typical Title Affidavit, as may be reasonably required by Purchaser. All of the documents and instruments to be delivered by Seller hereunder shall be in form and substance reasonably satisfactory to counsel for Seller.

4.3 Possession. Seller shall deliver possession of the Property to Purchaser at Closing.

ARTICLE 5
PRORATIONS OF REAL ESTATE TAXES, AND MISCELLANEOUS EXPENSES;
PAYMENT BY THE PARTIES OF THEIR RESPECTIVE EXPENSES

5.1 Real Estate Taxes. Real estate taxes and installments of assessments shall not be prorated as of the date of Closing.

5.2 Utility Expenses; and Miscellaneous Expenses. Final readings on all gas, water and electric meters (if any) shall be made as of the date of Closing, if possible. Seller shall be responsible for all charges for consumption of utilities prior to the date of Closing and Purchaser shall be responsible for utility charges after the date of Closing. Any deposits made by Seller with utility companies shall be returned to Seller. Purchaser shall be responsible for making all arrangements for the continuation of utility services and the payment of the charges therefor.

ARTICLE 6
ASSIGNMENT

This Agreement and all the terms and conditions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Purchaser shall not assign this purchase agreement without the prior consent of Seller, which consent may be withheld in Seller's sole and absolute discretion.

ARTICLE 7
EXPENSES

Seller shall pay for any transfer tax or conveyance fee in connection with the sale of the Property. Purchaser shall pay recording charges and any title premium fees. Any other miscellaneous Closing expenses properly allocable to both parties (including but not limited to license transfer fees) shall be paid for by Purchaser and Seller as to one-half (½) each. Each party shall pay for its own legal and accounting fees and incidental expenses.

ARTICLE 8
PURCHASER ACKNOWLEDGEMENT

Purchaser acknowledges and agrees that, except as otherwise specifically stated in this Agreement, Seller has not made, does not make and hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to, or concerning (i) the nature and condition of the Property, including, without limitation, the water, soil and geology, and the suitability of the Property for any and all activities and uses which the Purchaser may elect to conduct thereon, and the existence of any environmental hazards or conditions thereon or compliance with all applicable laws, rules or regulations; (ii) except for any warranties contained in the deed to be delivered by Seller at closing, the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental or other body. Purchaser acknowledges and agrees that it will inspect the Property and Purchaser will rely solely on its own investigation of the Property and not on any information provided or to be provided by Seller. The sale of the Property as provided for herein is made on an "AS IS," "WHERE IS" basis and with all faults, and Purchaser expressly acknowledges that, in consideration of the Agreements of Seller herein, except as otherwise specified herein, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, tenantability or fitness for a particular purpose, in respect to the Property.

ARTICLE 9
MISCELLANEOUS.

9.1 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.2 Attorneys Fees. If either party commences an action against the other to enforce any of the terms of this Agreement or because of the breach by either party of any of the terms hereof, the losing or defaulting party shall pay to the prevailing party its reasonable attorneys fees, costs and expenses incurred in connection with the prosecution or defense of such action. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

9.3 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part hereof.

9.4 Construction. No provisions of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

9.5 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto and supersedes all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

9.6 Time of Essence. Time is of the essence in this transaction, provided that if any date upon which some action, notice or response required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

9.7 Original Document. This Agreement shall be executed by both parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

9.8 Governing Law. This Agreement shall be construed, and the rights and obligations of Seller and Purchaser hereunder shall be determined, in accordance with the laws of the state of Ohio.

9.9 Non-Merger. In addition to the specific language of non-merger found in certain sections of this Agreement, any provision hereof which by its terms would be performed after the Closing shall survive the Closing and shall not merge in the Closing or in the deed, except as specifically provided to the contrary herein.

[Signature Page to Follow.]

Executed as of the day and year first above written.

PURCHASER:

MT. HEALTHY COMMUNITY IMPROVEMENT
CORPORATION, an Ohio nonprofit corporation

By:_____

Its:_____

Date signed:_____

SELLER:

CITY OF MT. HEALTHY, an Ohio municipal
corporation

By:_____

Its:_____

Date signed:_____

Exhibit A

LEGAL DESCRIPTION

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Document is described as:

SITUATE IN THE CITY OF MT. HEALTHY, HAMILTON COUNTY, OHIO, AND BEING ALL OF LOT NUMBER FOUR (4) AND THE SOUTH THREE (3) FEET OF LOT NUMBER FIVE (5) OF SAMUEL HILL'S SUBDIVISION, IN SECTION 27, A PLAT OF WHICH IS RECORDED IN DEED BOOK "P" AT PAGE 427, OF THE PLAT RECORDS OF HAMILTON COUNTY, OHIO.

Parcel ID: 593-4-27

More Commonly Known As: 7612 Hamilton Avenue, Cincinnati, OH 45231

DEED RECORDS OF HAMILTON COUNTY, OHIO
REGISTERED SURVEYOR

Notary Public


1-14-18

Notary Public

Dusty Rhodes, Hamilton County Auditor

generated on 2/28/2019 8:38:26 AM EST

Property ReportParcel ID
593-0004-0027-00Address
7612 HAMILTON AVEIndex Order
Parcel NumberTax Year
2018 Payable 2019**Property Information**

Tax District	124 - MT.HEALTHY-MT.HEALTHY	Images/Sketches 
School District	MOUNT HEALTHY CSD	
Appraisal Area	59305 - MT HEALTHY 05	
Land Use	420 - SM DETACHED RET (UNDER 10	
Owner Name and Address	MT HEALTHY CITY OF 7700 PERRY ST CINCINNATI OH 45231 (call 946-4015 if incorrect)	Mailing Name and Address MT HEALTHY CITY OF 7700 PERRY ST CINCINNATI OH 45231 (call 946-4800 if incorrect)
Assessed Value	65,880	Effective Tax Rate 87.177630
Property Description 10-12 HAMILTON 50.37 X 142.12 PTS LOTS 4-5 SAML HILL 2ND SUB		Total Tax \$5,760.96

Appraisal/Sales Summary

Year Built	1930
Total Rooms	0
# Bedrooms	0
# Full Bathrooms	0
# Half Bathrooms	0
Last Sale Date	1/14/2016
Last Sale Amount	\$0
Conveyance Number	99514
Deed Type	WE - Warranty Deed (EX)
Deed Number	
# of Parcels Sold	1
Acreage	0.165
Front Footage	0.00

Tax/Credit/Value Summary

Board of Revision	No
Rental Registration	No
Homestead	No
Owner Occupancy Credit	No
Foreclosure	No
Special Assessments	Yes
Market Land Value	27,450
CAUV Value	0
Market Improvement Value	160,770
Market Total Value	188,220
TIF Value	0
Abated Value	0
Exempt Value	0
Taxes Paid	\$5,760.96
Tax as % of Total Value	0.000%

Notes