

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 20-106**

**RESOLUTION TO AUTHORIZE PUBLIC LAND AUCTION OF AUDITOR'S
PERMANENT PARCEL NO. A0300-037-000-200 ON MILTON STREET IN FAIRFIELD
TOWNSHIP, BUTLER COUNTY, OHIO PURSUANT TO O.R.C. 505.10**

WHEREAS: Fairfield Township is the owner of real property known as Auditor's Permanent Parcel No. A0300-037-000-200 on Milton Street in the Township of Fairfield, Butler County, State of Ohio (hereinafter the "Property"); and

WHEREAS: Ohio Revised Code Section 505.10 authorizes the Township to sell Township owned property at public auction to the highest bidder; and

WHEREAS: Fairfield Township has determined that the Property is not needed for public use and it is in the best interests of Fairfield Township to offer the Property for sale at public auction to the highest bidder.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows:

SECTION 1: The Fairfield Township Board of Trustees is the owner of land located within Fairfield Township, Ohio as described on the Deed attached hereto, incorporated herein by reference and designated Exhibit "A".

SECTION 2: The Fairfield Township Board of Trustees has determined it to be in the public interest to sell said Property at public auction to the highest bidder in accordance with O.R.C. 505.10.

SECTION 3: The Fairfield Township Board of Trustees declares the Property to be surplus and not needed for public use.

SECTION 4: The following conditions for the sale of the Property apply:

- (a) The minimum bid for the Property shall be \$3,000.00.
- (b) The highest bidder will be the purchaser.
- (c) Full payment of the purchase price must be received within 10 days of the date of the acceptance of the bid. The successful bidder will be required to pay, either by cash, wire transfer or bank check, a deposit equal to ten (10%) percent of minimum price of the bid at the close of bidding, with the balance to be paid by either cash, wire transfer or bank check at closing. Pending closing of the title, this deposit will be held by Fairfield Township in a non-interest bearing escrow account, with the total deposit to be credited to the purchase price at closing.

(d) The sale of the Property is being made subject to the terms, conditions, restrictions and limitations of a Contract of Sale, which is on file with the Fairfield Township administrative clerk, including but not limited to the following terms and conditions:

- a. The Property is being sold in an “AS IS” “WHERE-IS” condition. The successful bidder is responsible for conducting any and all inspections and testing of the Property at its own cost and expense.
- b. The successful bidder shall pay prorated real estate taxes for the balance of the current year as of the date of closing of title.
- c. The closing of title to the Property is “TIME OF THE ESSENCE” and must take place on a date as described above, and the failure of the successful bidder to close title as agreed shall result in the successful bidder’s forfeiture of any and all money deposited with the Township.
- d. The deed must be recorded within thirty (30) days of closing or title to the Property shall automatically revert back to Fairfield Township without the necessity of entry or reentry.
- e. In the event that the successful bidder fails to close title to the Property, the bidder shall forfeit all deposit monies made to the Township. No refunds whatsoever will be made by Fairfield Township in the event that the successful bidder fails to complete the purchase of the Property within thirty (30) days from the acceptance of the bid.
- f. The purchaser(s) shall pay the cost of recording fees.
- g. The purchaser(s) shall pay any and all realty transfer and taxes assessed in connection with the sale of the Property.
- h. With respect to the sale of the Property herein, NO real estate commission is owed.
- i. The Property is being sold “AS IS” “WHERE IS.” The Property is sold subject to existing encumbrances, liens, easements, zoning ordinances, other restrictions of record, such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefitting the Property. A survey of the Property may be conducted by any prospective bidder, at its discretion, as part of its due diligence.
- j. No representation is made by the Township as to the utility, usability, or environmental condition of the Property.

(e) All bids must satisfy any requirements and meet any terms and conditions of the Contract of Sale. The successful bidder will execute the Contract upon completion of bidding and its payment of the required deposit. To execute the Contract, the bidder shall properly execute the Contract in the signature spaces at the end. Failure to execute the Contract properly shall not affect the obligation of the successful bidder or the validity of the sale. The deed given

by Fairfield Township for the Property will be a Quit Claim Deed. No title contingencies or conditions are permitted.

(f) The sale shall be subject to adjournment or cancellation by Fairfield Township.

(g) The Township reserves the right to accept the highest responsive bid if equal to or greater than the minimum bid price, or to reject all and not to award to the highest bidder. The Township reserves the right to waive any and all defects and informalities in any proposal, and to accept or reject the highest responsible and responsive bid deemed to be in the best interest of Fairfield Township.

SECTION 5: That notice of Fairfield Township's intention to sell the Property and notice of the time, place and manner of the sale shall be publicly circulated once a week for two weeks in a newspaper published, or of general circulation, in the township, and further notice shall be posted of the time, place and manner of the sale in Fairfield Township's municipal offices for at least ten days prior to the sale.

SECTION 6: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 7: This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 8: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 9: This resolution shall take effect at the earliest period allowed by law.

Adopted: June 24, 2020

Board of Trustees

Shannon Hartkemeyer:

Shannon Hartkemeyer

Joe McAbee:

Joe McAbee

Susan Berding:

Susan Berding

Vote of Trustees

yes

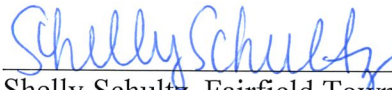
yes

yes

AUTHENTICATION

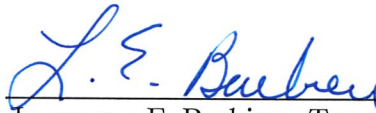
This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 24th day of June, 2020.

ATTEST:



Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Township Law Director

BK 8395 PG 101

FILED
2011 NOV -4 AM 9:37
**COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO**
**NANCY E. NIX, TREASURER BUTLER
COUNTY, OHIO**
**Plaintiff, BUTLER COUNTY
CLERK OF COURTS**

v.

12/5/11
0
963118
EXEMPT
Roger P. ... Auditor
conveyances ... and the gran
MICHAEL LUCIANO, et al.,
Defendants.

Case No. CV2011-02-0639
Nastoff, J.

**ENTRY ORDERING LANDS
FORFEITED TO THE BOARD OF
TOWNSHIP TRUSTEES OF
FAIRFIELD TOWNSHIP**

**AUDITOR'S PERMANENT PARCEL
NO(S).**

A0300-037-000-200

APPROVED
BCEO
BY BB
11-15-11

Pursuant to R.C. §5723.01, and upon certification by the Prosecuting Attorney of Butler County that the property has been advertised and offered for sale on two separate occasions, not less than two weeks apart, and not sold for want of bidders, and upon the Petition for Forfeiture of Lands to the Board of Township Trustees of Fairfield Township, Butler County, Ohio filed by the Board of Township Trustees of Fairfield Township, Butler County, Ohio, it is hereby ORDERED that the following described property is forfeited to the Board of Township Trustees of Fairfield Township, Butler County, Ohio, to wit:

Situated in the County of Butler, in the State of Ohio, and in the Township of Fairfield.

Lot Number Six Thousand Three Hundred and Thirty Three (6333) as said lot is known and designated upon the recorded plat of Homewood Subdivision Number One (1) in Section 30, Town 2, Range 2, Fairfield Township, Butler County, Ohio.

It is further, ORDERED that a copy of this Entry be certified to the Auditor of Butler County, and to the Butler County Recorder, and thereupon all right, title, claim and interest of the former owner, and of any other person, or entity, claiming an interest therein, is transferred to and vested in the Board of Township Trustees of Fairfield Township, Butler County, Ohio.

It is further, ORDERED that the following encumbrances against said property shall be, and hereby are, cancelled of record, to wit:

Claimant	Interest
Landra Szekeres	a Mortgage filed on 4/25/2008, and recorded at O.R. 8010 Page 141 of the Records of the Recorder of Butler County, Ohio in the original amount of \$2,900.00.
Jim Walter Homes, Inc. A Florida Corporation	a Mortgage filed on 11/16/1998, and recorded at O.R. 6291 Page 1332 of the Records of the Recorder of Butler County, Ohio in the original amount of \$186,876.00.

I CERTIFY THE WITHIN TO BE A
TRUE COPY OF THE ORIGINAL FILED
Nov 4 2011
MARY L. SWAIN
Butler County Clerk of Courts
T. Brown Deputy

Jim Walter Homes, Inc. A
Florida Corporation

a Mortgage filed on 3/12/1998, and recorded at O.R. 6198
Page 1569 of the Records of the Recorder of Butler County,
Ohio in the original amount of \$177,012.00.

Jason Wagers

a Certificate of Judgment filed with the Clerk of the Court of
Common Pleas for Butler County, Ohio, on 5/16/2008, in
case number JD2008-05-1410 in the original amount of
\$1,787.30.

Atlantic Credit & Finance Inc.

a Certificate of Judgment filed with the Clerk of the Court of
Common Pleas for Butler County, Ohio, on 5/21/2010, in
case number JD2010-05-1899 in the original amount of
\$1,016.21.



Bob C. Roberts, 0078270
Assistant Prosecuting Attorney



Judge Andrew Nastoff

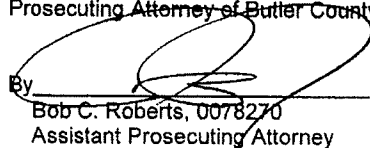
PROOF OF SERVICE

On October 27, 2011, a copy of the foregoing was served by Regular U.S. Mail upon the
following parties, and counsel of record, in accordance with Civil Rule 5:

Michael Luciano, 1005 Westview Avenue, Hamilton, OH 45015
R. Kim Vocke, R. Kim Vocke, Atty At Law, 526 Greenup St., Covington, KY 41011

Image ID: 000007994282 Type: OFF
Page 2 of 2
File# 2011-00050287
BK 8395 pg 102

Michael T. Gmoser
Prosecuting Attorney of Butler County, Ohio



By Bob C. Roberts, 0078270
Assistant Prosecuting Attorney

I CERTIFY THE WITHIN TO BE A
TRUE COPY OF THE ORIGINAL FILED
Nov 4 2011
MARY L. SWAIN
Butler County Clerk of Courts
T. Gmoser Deputy