

# **PUBLIC BID INFORMATION PACKET**

## **Great Parks of Hamilton County Sale of Surplus Real Property**

### **Church Street**

**Bids will be received until 1:00 p.m. EST on July 9, 2025**

**Bids will be opened at a public meeting on July 9, 2025 at 1:30 p.m.**

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**LEGAL ADVERTISEMENT**  
**Published in the *Cincinnati Court Index***

**Legal Notice**

Notice is hereby given that the Board of Park Commissioners of Great Parks of Hamilton County has found that the following described parcel of land ("the Park District Sale Property") is no longer necessary for park purposes and should be sold:

Situated in the Village of Newtown, Hamilton County, Ohio, Military Survey Number 552 and being a part of the property conveyed to Hamilton County Park District as recorded in Registered Land Certificate 118749 of the Hamilton County Ohio Recorder's Office and being more particularly described as follows:

Commencing at the south east corner of Military Survey Number 552, said point being in the centerline of Church Street;

Thence along the east line of said Military Survey Number 552 and the said centerline of Church Street North 300 08'36" West 510.59 feet;

Thence leaving the east line of said Military Survey Number 552 and the said centerline of Church Street North 590 51 '24" West 20.00 feet to the point of beginning and being in the west right of way of Church Street and the north east corner of property conveyed to the Village of Newtown Ohio, in Deed Book 2814 Page 241 of the Hamilton County Ohio Recorder's Office, said point being Referenced by a set cross notch;

Thence leaving said west right of way of Church Street and along the north line of said property conveyed to the Village of Newtown North 590 51 '24" West 327.50 feet to the parcel split line, (passing a set iron pin at 324.50 feet);

Thence leaving the north line of said property conveyed to the Village of Newtown and along the parcel split line North 300 08'36" East 8.55 feet (passing a set iron pin at 3.00') to the south west corner of property conveyed to Richard G. And Jo Ann Sowash, in Official Record Book 13787 Page 165 of the Hamilton County Ohio Recorder's Office, said point being referenced by a found 1 1/2' pipe (0.19 feet South and 0.38 feet East);

Thence leaving the said parcel split line and along the south line of said Richard G. and Jo Ann Sowash and along the south line of parcels conveyed to Miami Valley Christian Academy as recorded in Official Record Book 14575 Page 2439, Official Record Book 14932 Page 1631 and Official Record Book 14729 Page 2207 of the Hamilton County Ohio Recorder's Office, South 590 51 '24" East 327.50 feet to the west right of way of said Church Street, said point being referenced by a found 1 1/4" pipe (good location);

Thence leaving said south lines and along the said west right of way of Church Street South 300 08'36" West 8.55 feet to the point of beginning.

Containing 0.0643 acres of land and being subject to all legal highways, easements and restrictions of record.

This description is based on a survey by TEC Engineering, Inc., dated July 10, 2024, job number 4458, under the direction of Martin D. Webster, Ohio registered surveyor number 7620.

The bearings are based on a survey by Berding Surveying dated August 14, 2023 (NAD 83-2011).

Prepared by:

TEC Engineering, Inc., Job number 4458, Dated July 10, 2024

Due to the nature, location, and size of the real property for sale, Great Parks will only accept bids from owners of property adjacent to the Park District Sale Property. Said parcel of land will be sold for the highest and best bid, subject to certain reservations, together with certain easements, rights, powers and restrictions running with the land. There is a minimum bid established for this property.

Bid Packets, information, and documents pertaining to this parcel and this bid process can be obtained or viewed on the Great Parks of Hamilton County website at [greatparks.org/about/project/activeprojects](http://greatparks.org/about/project/activeprojects); and at the Great Parks' Administrative Offices located at 10245 Winton Road, Cincinnati, OH 45231. Questions regarding the bid process should be directed to Madison Stanley by telephone at (513) 519-1699 or by email to [MStanley@greatparks.org](mailto:MStanley@greatparks.org).

**Bid proposals for the purchase of said parcel of land must be submitted on the forms provided in the Bid Packet and must be emailed to Madison Stanley at [MStanley@greatparks.org](mailto:MStanley@greatparks.org) and received by 1:00 p.m. EST on JULY 9, 2025. The bids will be opened at 1:30 p.m. at the Great Parks' Administrative Offices located at 10245 Winton Road, Cincinnati, OH 45231.**

Great Parks reserves the right to reject any and all bids, to accept the bid which it deems to be in the best interest of Great Parks, to waive any formalities or irregularities in bidding, or to withdraw the properties from auction entirely, or to advertise for new bids if in its judgment the best interests of Great Parks would be promoted thereby. Except as expressly permitted by law, no bidder may withdraw a bid proposal for a period of sixty (60) calendar days after the date of the opening thereof. The sale of the parcel of land is contingent upon approval of the probate court as required by R.C. 1545.12.

Print date June 20, 2025

Online Publication dates June 20, 2025 and June 25, 2025

## **BID INSTRUCTION SHEET**

Persons interested in bidding to purchase the 0.0643 acre parcel of real property located in Hamilton County, Ohio must complete all of the information requested and affix the signatures required on the Bidder Information Sheet, the Official Bid Proposal Form, and the Bidder Acknowledgment Form. **Failure to complete the required information and/or to affix the required signatures may result in the bid being rejected in its entirety.**

All bids submitted must be typed or written legibly on the forms provided in this packet and must be submitted by email to Madison Stanley at [MStanley@greatparks.org](mailto:MStanley@greatparks.org) and received by 1:00 p.m. EST on JULY 9, 2025. The bids will be opened at 1:30 p.m. at the Great Parks' Administrative Offices located at 10245 Winton Road, Cincinnati, OH 45231.

**ALL BIDS MUST BE RECEIVED BY 1:00 P.M. (EST) ON JULY 9, 2025.**

## RESPONSIBLE BIDDER INFORMATION FORM

Attach additional sheets as needed.

1. Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number (w/Area Code): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Federal Tax ID No: (If applicable): \_\_\_\_\_

Contact Person's Name & Title: \_\_\_\_\_

\_\_\_\_\_

2. Certification of Accuracy:

I hereby certify that the information above is factual and complete.

\_\_\_\_\_  
Authorized Official (please print or type)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## **CONDITIONS OF SALE**

### **1) Persons/Entities Eligible to Submit a Bid:**

Due to the nature, location, and size of the real property for sale, Great Parks will only accept bids from owners of property adjacent to the Park District Sale Property.

### **2) Minimally- Acceptable Sale Price:**

The minimally-acceptable sale price established by Great Parks for the 0.0643-acre parcel is FOUR THOUSAND, FIVE HUNDRED DOLLARS (\$4,500.00). Great Parks will not accept any sale price which is less than this amount.

### **3) Real Estate Purchase Agreement:**

The successful bidder will be required to execute the Real Estate Purchase Agreement included in this Bid Packet (completed with the bid amount and bidder information) within ten (10) days of notice that the bidder is the successful bidder. Once the Purchase Agreement has been executed by both parties, Great Parks will file the Petition for Approval with the Probate Court Judge. After the filing of an entry by the Probate Court Judge approving the sale of the parcel, the successful bidder and Great Parks will establish a closing date and execute all documents necessary to transfer the parcels.

### **4) Sale Contingent Upon Probate Court Approval:**

Pursuant to R.C. 1545.12, the sale of the parcel of real property is contingent upon approval of the sale by the Hamilton County Probate Judge.



**5) Method and Receipt of Payment:**

The successful bidder must pay the purchase price by wire transfer, certified or cashier's check on the date established for closing.

## BIDDER PROPOSAL FORM

The \_\_\_\_\_ is the owner of property adjacent to the Park District Sale Property, namely \_\_\_\_\_

---

Bid Amount for Purchase of 0.0643 acre parcel (written in numbers):

---

Bid Amount for Purchase of 0.0643 acre parcel (written in words):

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(in the event of a conflict between the written numbers and the written words, the written words will prevail)

\_\_\_\_\_ has read and accepts all of the conditions of sale outlined in the Real Estate Purchase Agreement included in this Bid Packet.

---

Signature of person submitting bid

---

Printed name of person submitting bid

---

Title of person submitting Bid

## **BIDDER ACKNOWLEDGMENT FORM**

The undersigned Bidder hereby attests that the information provided to Great Parks of Hamilton County pertaining to the bid for the purchase of the 0.0643-acre parcel is true and accurate to the best of the Bidder's knowledge, that the Bidder has read and understands the conditions of bidding and conditions on the sale of the property, and has tailored the Bidder's bid exclusively to the information/conditions provided.

The Bidder understands that Great Parks of Hamilton County reserves the right to reject any and all bids, to accept the bid which it deems in the best interest of Great Parks, to waive any formalities or irregularities in bidding, to withdraw the property from auction entirely, or to advertise for new bids if in its judgment the best interests of Great Parks will be promoted thereby. The Bidder further understands that the Bidder may not change, alter, modify or withdraw the bid, except as expressly permitted by law, for a period of sixty (60) days after the opening of the bids and that the bid is binding upon the Bidder during that period of time. Bidder also understands that the purchase of the parcels of property is contingent upon the approval of the sale by the Hamilton County Probate Judge.

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Signature

---

Printed or Typed Name

---

Entity Name

---

Title of Individual Signing

---

Date

## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement ("the Agreement") is made and entered into by and between BOARD OF PARK COMMISSIONERS, HAMILTON COUNTY PARK DISTRICT, being now known as Board of Park Commissioners of Great Parks of Hamilton County, an Ohio park district, whose address is 10245 Winton Road, Cincinnati, Ohio 45231, ("Seller") and \_\_\_\_\_ ("Buyer" in the singular), whose address is \_\_\_\_\_, Cincinnati, Ohio 452\_\_\_\_ ("Buyer").

WHEREAS, Seller is the owner of the real estate commonly known of a certain 0.0643 acres of land along Church Street, Newtown, Ohio, being presently taxed as a part of Hamilton County Auditor's Parcel No. 501-0002-0005, and being more particularly described on the attached Exhibit A, together with all appurtenant rights and privileges and subject to all easements and restrictions of record ("the Real Estate"); and

WHEREAS, Buyer desires to purchase the Real Estate from Seller in its "as-is" condition, subject to the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Real Estate. Subject to the terms hereof, Seller agrees to sell and Buyer agrees to purchase the Real Estate.

2. Price and Payment. The purchase price for said Real Estate shall be the sum of \$\_\_\_\_\_.00, payable at closing by wire transfer, cashier's check or certified check at the time of delivery of the deed, less any amounts as hereinafter provided.

3. Probate Court Approval. The parties understand and agree that the Real Estate may only be conveyed after the proposed sale of the Real Estate is approved by the Hamilton County Probate Court pursuant to R.C. 1545.12. If such approval is not granted, this Agreement shall be void, with neither party owing further obligations to the other.

4. Appurtenances and Personal Property. This Agreement covers all appurtenances, privileges, easements, and fixtures belonging to the Seller at the above-described Real Estate.

5. Zoning. Seller makes no certification or warranty regarding the Real Estate.

6. Closing Date and Possession. The closing and delivery of the deed conveying the Real Estate to Buyer shall be after approval of the sale by the Probate Judge of Hamilton County and shall be on or before a date mutually selected by the parties, to be not sooner than twenty (20) days, nor any later than sixty (60) days from the date of the entry of the Probate Court approving the sale, time being of the essence.

Occupancy of the Real Estate shall be delivered to Buyer by Seller at Closing.

7. Deed and Title Contingencies.

(a) Conveyance shall be by Quit Claim Deed and shall convey to Buyer marketable title, clear and unencumbered, except for the following matters:

- i. Real estate taxes and installment of assessments, if any, not delinquent.
- ii. Zoning ordinances.
- iii. Rights of the public in public streets, which are improved and open to traffic.
- iv. All easements and restrictions of record.

(b) Marketability of title shall be determined by a title insurance company selected by Buyer, who shall be responsible for all expenses associated therewith. In the event none is selected, marketability of title shall be determined in accordance with the Title Standards of the Ohio

State Bar Association. Marketability of title shall not be adversely affected by any exception listed above.

(c) Seller shall pay all transfer taxes and any deed preparation.

(d) Except as stated herein, all other items at closing shall be prorated or adjusted in accordance with similar transactions in the immediate geographic area.

8. Real Estate Taxes and Assessments. The parcel is exempt from real estate taxes.

9. Broker's Commission. Seller represents that no real estate broker was in any way connected with this transaction.

10. Breach by Buyer or Seller. Upon a breach by either party, the non-breaching party reserves all rights, legal and equitable, against the breaching party.

11. Covenants Against Mechanics' Liens. Seller covenants and warrants, except as follows, that no construction work or installation of fixtures that could result in a mechanic's lien on the above Real Estate has taken place within seventy-five (75) days preceding the date of acceptance and that no such construction is anticipated or will be permitted prior to the closing.

12. Entire Agreement. This Real Estate Purchase Agreement shall constitute the entire agreement between Buyer and Seller, and no oral or verbal or implied agreement or understanding shall cancel or vary the terms of this agreement as accepted. The covenants and warranties of the parties as provided in this contract shall not be merged in the deed.

13. Successors and Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Buyer and Seller.

14. Time Not Deemed to be of the Essence. Except as otherwise specifically noted herein, time is not deemed to be of the essence of this Agreement.

15. Applicable Law. The Agreement shall be governed by the laws of the State of Ohio.

16. "As-is" Condition. Seller certifies that, to the best of its knowledge, the demised premises safe and free from orders, violations or assessments. At closing, the premises will be accepted in its "AS-is" condition without further warranty or representation by Seller.

17. Executed Counterparts and Electronic Copies Accepted. The parties agree that this Agreement may be accepted by a separately-executed counterpart and emailed or facsimile copies shall be accepted as originals.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

**{SIGNATURES ON FOLLOWING PAGE}**

Seller and Buyer have hereto set their hands on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**SELLER:**

BOARD OF PARK COMMISSIONERS, HAMILTON  
COUNTY PARK DISTRICT, being now known as  
Board of Park Commissioners of Great Parks of Hamilton County

By: \_\_\_\_\_  
Todd Palmeter, Chief Executive Officer

STATE OF OHIO  
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me on the aforesaid date by Todd Palmeter, the Chief Executive Officer of the Board of Park Commissioners of Great Parks of Hamilton County, an Ohio park district.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



**BUYER:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OHIO

COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me on the aforesaid  
date by \_\_\_\_\_ for \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

This instrument prepared by:

G. ROBERT HINES

Attorney at Law

Hines Law Firm LLC

810 Sycamore Street, First Floor

Cincinnati, Ohio 45202

Tel: 513/721-2525

Fax: 513/721-2064

Email: [roberthines@cincilaw.net](mailto:roberthines@cincilaw.net)

**LEGAL DESCRIPTION**  
**0.0643 ACRE PARCEL SPLIT**

Situated in the Village of Newtown, Hamilton County, Ohio, Military Survey Number 552 and being a part of the property conveyed to Hamilton County Park District as recorded in Registered Land Certificate 118749 of the Hamilton County Ohio Recorder's Office and being more particularly described as follows:

Commencing at the south east corner of Military Survey Number 552, said point being in the centerline of Church Street;

Thence along the east line of said Military Survey Number 552 and the said centerline of Church Street North 30° 08'36" West 510.59 feet;

Thence leaving the east line of said Military Survey Number 552 and the said centerline of Church Street North 59° 51 '24" West 20.00 feet to the point of beginning and being in the west right of way of Church Street and the north east corner of property conveyed to the Village of Newtown Ohio, in Deed Book 2814 Page 241 of the Hamilton County Ohio Recorder's Office, said point being Referenced by a set cross notch;

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Thence leaving the said parcel split line and along the south line of said Richard G. and Jo Ann Sowash and along the south line of parcels conveyed to Miami Valley Christian Academy as recorded in Official Record Book 14575 Page 2439, Official Record Book 14932 Page 1631 and Official Record Book 14729 Page 2207 of the Hamilton County Ohio Recorder's Office, South 59° 51

'24" East 327.50 feet to the west right of way of said Church Street, said point being referenced by a found 1 ¼" pipe (good location);

Thence leaving said south lines and along the said west right of way of Church Street South 30° 08' 36" West 8.55 feet to the point of beginning.

Containing 0.0643 acres of land and being subject to all legal highways, easements and restrictions of record.

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The bearings are based on a survey by Berding Surveying dated August 14, 2023 (NAD 83-2011).

Prepared by: TEC Engineering, Inc. Job number 4458  
Dated July 10, 2024