

# **Urban Renewal Authority of the City of Parkersburg Agenda**

Date: October 27, 2020  
Time: Immediately Following Parkersburg City Council (at 7:30 PM)  
Location: City Council Chambers

1. Call to Order
2. Approval of Meeting Minutes from July 14, 2020 and September 8, 2020
3. Public Hearing:
4. Old Business:
5. New Business:
  - A. Resolution to Execute a Real Estate Sales Contract with Christopher Rosenbohm to acquire, demolish and/or rehabilitate 1304 Ramsey Street for the purpose of curing slum and blight.
6. Other Business:
7. Adjournment

**RESOLUTION OF THE URBAN RENEWAL AUTHORITY OF  
THE CITY OF PARKERSBURG AUTHORIZING CHAIRMAN REYNOLDS TO  
EXECUTE A REAL ESTATE SALES CONTRACT WITH CHRISTOPHER  
ROSENBOHM FOR THE PURPOSE OF REMEDIATING SLUM AND  
BLIGHTED CONDITIONS IN THE COMMUNITY**

**WHEREAS**, the Urban Renewal Authority of the City of Parkersburg is charged with the duty and responsibility of eliminating slum and blighted conditions within the City of Parkersburg, as set forth in the redevelopment plan previously approved by the City Council of the City of Parkersburg, in accordance with West Virginia Code 16-18-6, and

**WHEREAS**, part and parcel of that plan is the acquisition, demolition, rehabilitation or future use of certain parcels of real estate now in a slum or blighted condition, and

**WHEREAS**, the real property located at 1304 Ramsey Street in the City of Parkersburg and in poor condition, and

**WHEREAS**, the Urban Renewal Authority of the City of Parkersburg desires to acquire 1304 Ramsey Street (City Tax Map 71, Parcel 179) from Mr. Rosenbohm at Fair Market Value for the purpose of curing slum and blighted condition, and

**WHEREAS**, working in conjunction with the City of Parkersburg, the Urban Renewal Authority of the City of Parkersburg will secure the funds necessary to acquire, demolish and/or rehabilitate said properties.

**NOW THEREFORE LET IT BE RESOLVED** that the Urban Renewal Authority of the City of Parkersburg, pursuant to the provisions of West Virginia Code 16-18-8; 54-1-1; and 54-1-2(9), authorizes Chairman Reynolds to execute said Real Estate Contract with Mr. Rosenbohm, as well as any and all documents necessary to complete the transfer of said properties to the Urban Renewal Authority, provided all liens, defects and encumbrances are cured.

THE URBAN RENEWAL AUTHORITY OF  
THE CITY OF PARKERSBURG

BY \_\_\_\_\_

ITS \_\_\_\_\_

ATTEST: \_\_\_\_\_

**REAL ESTATE SALES CONTRACT**

**AGREEMENT**, Made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between,  
**CHRISTOPHER ROSENBOHM** as parties of the first part as Seller(s), and **THE URBAN  
RENEWAL AUTHORITY OF THE CITY OF PARKERSBURG** as party(ies) of the second  
part as Buyer(s),

**WITNESSETH:**

That the Seller agrees to sell and convey, and the Purchaser agrees to purchase, the premises, with the buildings and improvements and equipment thereon, described as follows:

**1304 Ramsey Street, Parkersburg, West Virginia (City Tax Map 71, Parcel 179)**

The Purchase price is \$2,500 payable as follows:

- a. Earnest money deposit of \$100 to be paid at the execution of this contract.
- b. The balance of \$ 2,400 shall be paid at the time of closing.

In the event the closing does not occur, on or before November 30, 2020, unless unavoidably delayed due to good faith attempts to obtain financing, then in that event, the earnest money shall become non-refundable and become the property of the Seller.

Upon closing, the full purchase price less customary and usual Seller's closing costs shall be paid to the Seller in cash, lawful money of the United States of America or certified check, subject to the terms and conditions hereinafter set forth:

The premises are sold subject to the following:

A) The Buyer acknowledges that he has had an opportunity to inspect the premises for any material defect or condition that may exist therein prior to closing. The closing of this transaction shall be considered a waiver of any such condition that exists, or which may have been discovered by a reasonably diligent inspection of the premises, and therefore shall be considered as "AS-IS".

B) All rights of way, easements, reservations and restrictions of record.

Any unpaid installments of any special assessments now a lien against the premises, if any, or made prior to the closing of this transaction shall be paid by the Seller.

The seller shall be responsible for Real Estate Taxes for 2018 forward. Real Estate Taxes for the year 2020 shall be apportioned and prorated as of the delivery of the deed.

A satisfactory title report from an Attorney chosen by the Buyer.

Buyer acknowledges that Buyer has inspected said premises and knows the condition thereof, and is purchasing the said premises herein described "as is" and hereby waives any and all claims on account of and encroachments on the premises herein described or on any premises adjacent thereto, and the condition of any improvement located thereon

All costs of repair, inspections and treatments incurred in connection with the Buyer's application for any loan or this purchase shall be borne by the Buyer.

Seller shall execute and deliver to the Buyer a deed with covenants of General Warranty and against encumbrances, except as herein provided, which deed shall be duly executed by the Seller at the Seller's expense, in proper form for recording, with sufficient revenue stamps attached, so as to convey the fee simple title in the said premises. The cost of all State and Local transfer taxes and stamps shall be paid by the Seller.

This contract shall be closed, the payments made as hereinbefore set forth, and deed delivered on or before November 30, 2020, unless delayed for unavoidable causes, including completion of reasonable inspections, or extended upon the written consent of the parties hereto.

Possession of the premises will be given and taken upon closing.

In the event the premises shall be damaged by fire or the elements prior to the closing of this contract in an amount more than ten percent of the sale price, this contract may be canceled at the option of the Purchaser. In the event that such damage shall not exceed ten per cent of the selling price the Seller shall be obligated to repair said premises and render the same in the condition in which such premises existed at the time of the execution hereof.

**Special Provisions:**

1. Any belongings left in said residence, at the time of closing, shall become property of the Buyer.
2. The Seller can request a fifteen (15) day extension, from the time of closing, to remove said belongings from the residence if agreed to buy in writing by the Buyer.
3. Seller shall be responsible for paying property taxes for 2018 forward. Property taxes for 2020 shall be pro-rated.
4. Seller shall cause the release of the Judgment Lien against Edward Hodgson, or obtain a bona fide affidavit from said former owner that he is not one and the same person as the Edward Hodgson referred to as Debtor in Judgment Lien 1970 page

705.

The provisions herein bind the executors, heirs, administrators, successors and assigns of the respective parties.

The Buyer acknowledges that he has had an opportunity to have this contract reviewed by an attorney at law.

This contract shall be interpreted according to the laws of the State of West Virginia, and shall be binding and inure to the benefit of the parties hereto their successors and assigns.

Buyer hereby recognizes that this conveyance is an arm's length transaction, and not it will not cause the displacement of any owner, tenant, or business.

WITNESS, the following signatures and seals.

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Seller: Chris Rosenbohm

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Buyer: Mike Reynolds, Chair  
Urban Renewal Authority of the City of Parkersburg

This instrument prepared by:  
Robert K. Tebay, III  
Attorney at Law  
P.O. Box 251  
Parkersburg, WV 26101



# Urban Renewal Authority Staff Report

Municipal Building | City Council Chambers | October 27, 2020

## Parkersburg Urban Renewal Authority

### Chair

Mike Reynolds

### Vice- Chair

Jeff Fox

### Members

Dave McCrady

Sharon Kuhl

Bob Mercer

Eric Barber

J.R. Carpenter

John Reed

Zachary Stanley

**RE:** 1304 Ramsey Street (City Tax Map 71, Parcel 179)

**OWNER:** Chris Rosenbohm

### BUILDING ENFORCEMENT AGENCY RECOMMENDATION

The City's Building Enforcement Agency met on August 3, 2020 to review the status of 1304 Ramsey Street. The owner intends to work with the City to sell for fair market value. The lot is currently zoned Residential (R-3) and is approximately 15' by 129' or 1,935 square feet.

### CITY FEES:

\$400.00 Vacant property fees

### LIENS:

As of August 11, 2020, there were the following liens, defects, or encumbrances with the property:

1. The current owner is Christopher Rosenbohm at the property address. Also notify the unknown heirs and claimants against his Estate if he is deceased.
2. State of West Virginia, ex rel West Virginia DHHR, Child Advocate Office, P.O. Box 1547 Parkersburg, WV 26102-1547 and Edward F. Hodgson regarding their 4/24/2017 Child Support arrearage judgement for approximately \$40,600 against a Christina M. Hall in GL Book 1970, page 705. This would only be a lien affecting the property if the judgment debtor is the same person as the former owner.
3. The Sheriff of Wood County, West Virginia and the State Auditor regarding the 2018-2020 taxes, having been sold to the State for delinquent taxes for 2018 on November 14, 2019 which have not been paid are assessed in the City of Parkersburg as follows:

UNITED PROPERTIES LLC

35 JAMISON AND

L - \$1,380 B - \$22,860 TOTAL \$22,240 CLASS 4

The owner has 18 months from the sale to redeem.

### PROJECT COST ESTIMATE:

Appraised (as is) fair market value:	\$2,500
Demolish (Rough Estimate):	\$12,000
Total Cost:	\$14,500

**FUTURE LAND USE:**

The Future Land Use Map of the City of Parkersburg 2020 Comprehensive Master Plan Update identifies 1304 Ramsey Street as a **High Density Residential** future land use. This designation's purpose is to sustain the existing urban neighborhoods, while maximizing compatible infill and redevelopment. The primary use of this future land use designation is: Residential (8-10 units per acre). Secondary uses would be for neighborhood/small-scale commercial, education, health care and government services, and low density residential, recreation (parks).

Please note, the property is currently zoned as a Residential (R-3) District. Examples of the uses permitted by right in this district include: 1. Residential; single, to multi-family dwellings. 2. Institutional; residential care communities.

The Residential (R-3) District has a minimum lot area of 6,000 square feet. Currently, 1304 Ramsey Street is roughly 1,935 square feet, making it a non-conforming lot.

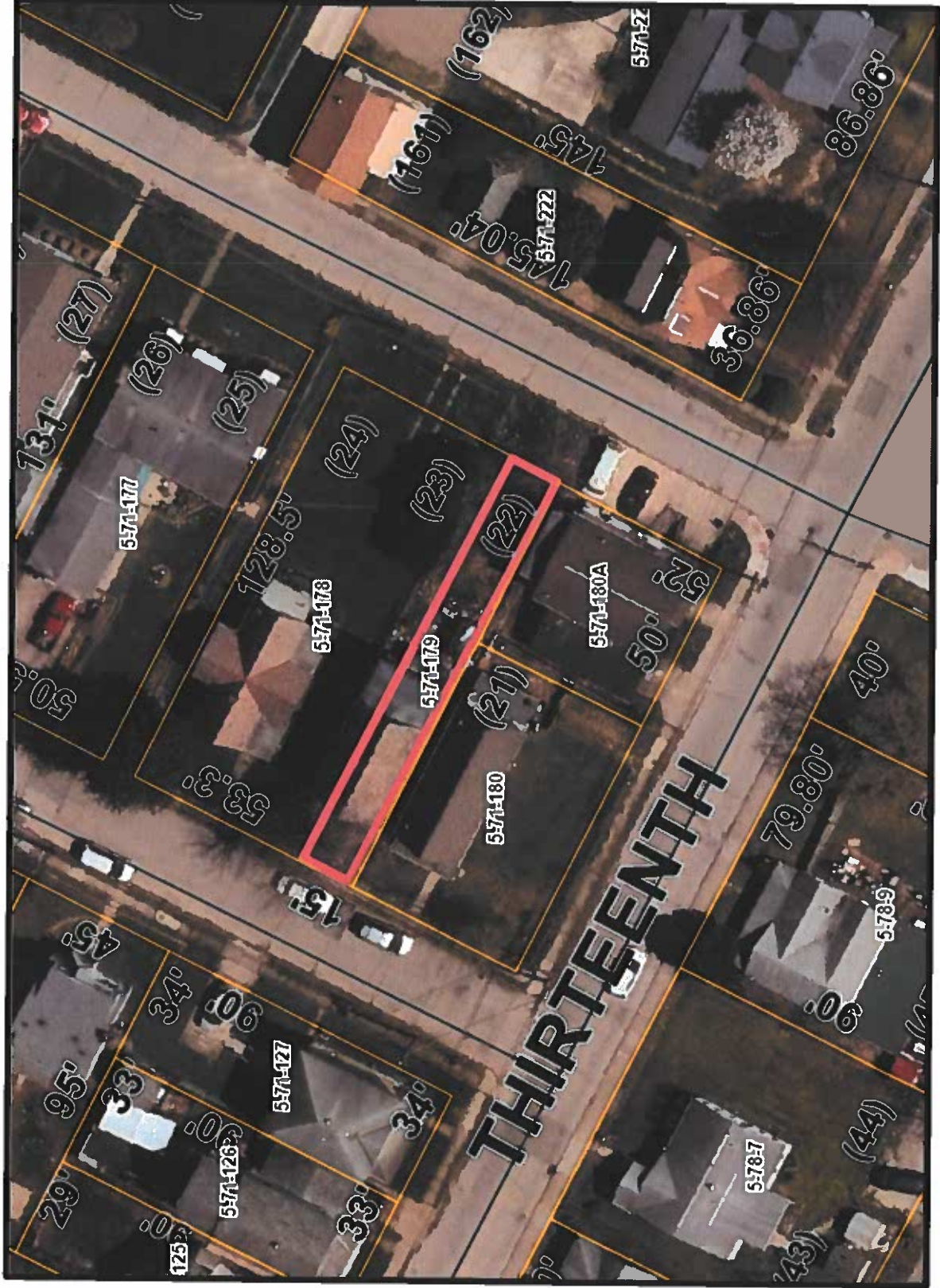
# 1304 Ramsey Street Map

## Map Key

 1304 Ramsey Street



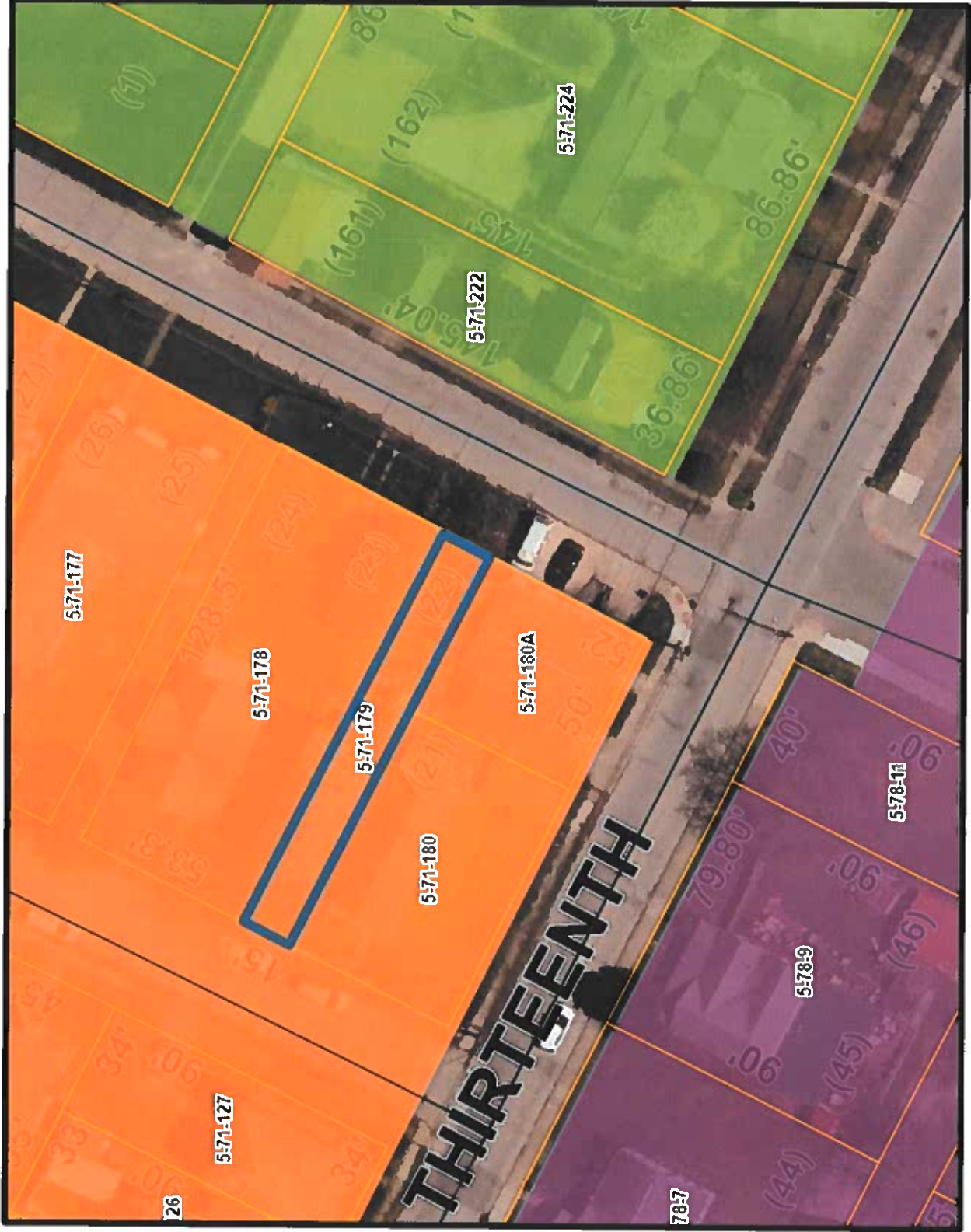
Note: The map is not to scale and shall serve as a reference only.



Source: Wood County Parcel Viewer



# 1304 Ramsey Street Zoning Map



## Map Key

- 1304 Ramsey Street
- R-3
- R-4
- R-2



Note: The map is not to scale and shall serve as a reference only.

# 1304 Ramsey Street

