

RESOLUTION NO. 2018 - 01

A RESOLUTION AUTHORIZING THE PURCHASE AND CLOSING OF THE REAL PROPERTY LOCATED AT 8624 PLAINFIELD ROAD IN SYCAMORE TOWNSHIP, AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of Township Trustees is desirous of acquiring a fee simple interest in the real property located at 8624 Plainfield Road, Sycamore Township, Ohio 45236, (the "Real Property");

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The Board hereby authorizes the purchase of the Real Property located at 8624 Plainfield Road, Sycamore Township, Ohio. The purchase price for the real property shall be \$90,000.00. The President of the Board or the Township Administrator are hereby authorized individually to execute any documents necessary to obtain the conveyance of the property.

SECTION 2. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 3. This Resolution shall take effect on the earliest date allowed by law.

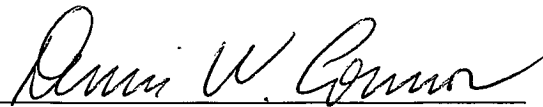
VOTE RECORD:

Mr. Connor Aye


Mr. Labarbara Aye

Mr. Weidman Aye

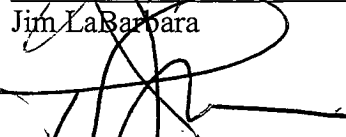
Passed at a meeting of the Board of Township Trustees of Sycamore Township this 16th day of January, 2018.



Dennis W. Connor



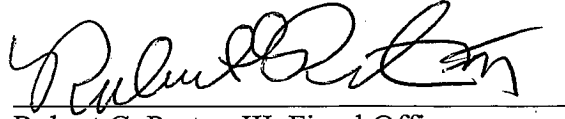
Jim LaBarbara



Thomas J. Weidman

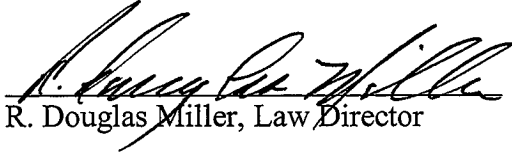
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 16th day of January, 2018.



Robert C. Porter, III, Fiscal Officer

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

CONTRACT TO PURCHASE

The undersigned, Board of Township Trustees of Sycamore Township, Ohio, their successors in office forever, hereinafter referred to as Purchaser, offers to purchase from Matthew Godar and Christine Godar, husband and wife, hereinafter referred to as the Sellers, the real property located at 8624 Plainfield Road, Cincinnati, Ohio 45236 being Hamilton County, Ohio Auditor's Parcel Number 600-0203-0548-00 (the "Real Property").

1. The purchase price shall be Ninety Thousand and no/100 Dollars (\$90,000.00) payable as follows:

(a) One Thousand and No/100 Dollars (\$1,000.00) as earnest money (the "Earnest Money") to apply toward the purchase price to be held by the Sellers in escrow pending closing. If the offer is not accepted or if the Sellers default in the performance of this Agreement or the Purchaser terminates this Agreement as hereinafter provided, the earnest money will be returned to the Purchaser as soon as reasonably possible. If the Purchaser defaults in the performance of this Agreement, then this earnest money shall be paid to the Sellers as liquidated damages.

(b) The balance of the purchase price shall be paid in cash, cashier's check, township draft or wire transfer upon delivery of the deed at the time and date set for closing by the parties.

2. The Real Property shall include the land, all appurtenant rights, privileges and easements and all buildings and fixtures in their present condition, including, but not limited to, such of the following as are now on the property: all electrical, plumbing, heating, air conditioning equipment, bathroom fixtures, all windows and door shades and venetian blinds, awnings, curtain rods, window and door screens, storm windows and storm doors, affixed wall mirrors, drapery rods, attached linoleum, wall-to-wall carpeting, stair carpeting, dishwashers, landscaping, shrubbery, attached television aerials, if any.

3. The Sellers shall convey title to the Real Property by general warranty deed in fee simple, with release of dower, on or before the 16th day of February, 2018, free, clear and unencumbered as of the date of closing except restrictions and easements of record that do not affect Purchaser's intended use of the Real Property. The Sellers shall have the right to remove

any and all encumbrances or liens at the time of delivery of the deed out of the purchase monies.

4. Sellers shall pay all real estate taxes and assessments, including penalties thereon, due and owing and prorated up to the date of closing. The prorated undetermined taxes shall be based upon a 365 day year and on the last available rate and evaluation as shown for real property on tax duplicate of Hamilton County, Ohio.

5. The Sellers agree that upon delivery of the deed, the Real Property, and any improvements constituting a part of the Real Property, will be in the same condition as they are on the date of this offer excepting reasonable wear and tear. If the Real Property or any improvements are damaged or destroyed by fire or other casualty prior to closing, and are not repaired or restored by the Sellers to a condition at least as good as they were prior to the damage or destruction, then the Purchaser at its option may terminate this Contract to Purchase by written notice to the Sellers and Sellers shall promptly return the Earnest Money to Purchaser.

6. The Purchaser will have possession immediately upon closing. Until that day, the Sellers shall have the right to possession free of rent. All utilities used by the Sellers during this period will be at the Sellers' expense.

7. Each party acknowledges that they did not use the services of a real estate agent in the purchase and sale of the Real Property and that no real estate commission is due as a result of the closing of this Contract to Purchase. Any breach of this warranty shall cause the breaching party to be fully responsible for any commission payable.

8. This offer will remain open for acceptance until the 18th day of February, 2018, at 5:00 P.M. If accepted by the Sellers, a signed copy of this Agreement will be returned promptly to the Purchaser.

9. This offer and its acceptance will constitute the entire agreement of the parties, and no oral, verbal or implied agreements or understanding will vary the terms of this contract. This offer, when accepted, shall bind the parties, their heirs, administrators, executors and assigns.

[Signature page to follow]

Board of Township Trustees of Sycamore
Township, Ohio

By: _____
Greg Bickford, Administrator

Witness

Witness

SELLERS' ACCEPTANCE

I accept the above offer as submitted to us and acknowledge receipt of One
Thousand and No/100 Dollars (\$1,000.00) as earnest money, which I will hold in escrow pending
closing.

Witness

Matthew Godar

Witness

Christine Godar