

First Reading: June 3, 2010
Second Reading: dispensed

RESOLUTION NO. 2010 - 37

A RESOLUTION ACCEPTING A DONATION OF REAL PROPERTY, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, the Board of Township Trustees desires to accept certain real property as a donation in order to construct a road and provide a buffer area and green space in the township;

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

SECTION 1. The attached Contribution Agreement with Kenwood Towers, LLC is hereby approved and the Township Administrator is hereby authorized and directed to execute the agreement on behalf of the Board of Trustees.

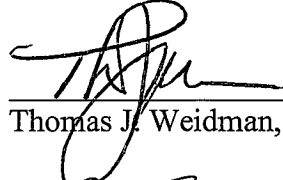
SECTION 2 The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 3 Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety and welfare of Sycamore Township. The reason for the emergency is to provide for the immediate construction of the township road.

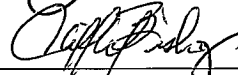
VOTE RECORD:

Mr. Bishop YES Mr. Kent YES Mr. Weidman YES

Passed at a meeting of the Board of Township Trustees of Sycamore Township this 3rd day of June, 2010.



Thomas J. Weidman, President



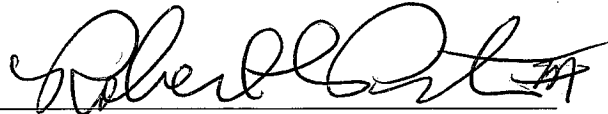
Cliff W. Bishop, Vice President



Richard C. Kent, Trustee

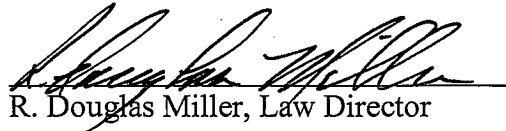
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 3rd day of June, 2010.



Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

PROOF OF PUBLICATION

I hereby certify that I have published this Resolution on _____ by posting in the five most public places as established by the Board of Township Trustees such places being the Sycamore Township Government Complex, Bob Meyer Park, Bechtold Park, the Robert L. Schuler Sports Complex, and the Clete McDaniel Sports Complex.



Robert C. Porter III, Fiscal Officer

CONTRIBUTION AGREEMENT

THE CONTRIBUTION AGREEMENT ("Agreement") is executed the ____ day of June, 2010 by KENWOOD TOWERS, LLC, an Ohio limited liability company ("Kenwood") and THE BOARD OF TRUSTEES OF SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO (the "Township") under the following circumstances:

A. Kenwood is the owner of certain real property as approximately shown on Exhibit A attached hereto (the "Kenwood Property").

B. In order to construct a public road and related improvements, as approximately shown on Exhibit A (the "New Road"), to make certain other public improvements in the vicinity in the area of the Kenwood Property, and to provide a green space buffer, the Township desires to obtain real property.

C. Kenwood is willing to agree to contribute two (2) parcels of the Kenwood Parcel shown on Exhibit A as the "Township Parcel A" and "Township Parcel B" (collectively, the "Property") pursuant and subject to the terms and conditions of this Agreement.

D. The Township desires that Kenwood enter into this Agreement to evidence Kenwood's agreement to contribute the Property and so that the Township may rely upon such agreement as the Township makes plans and arrangements to construct the New Road and other public improvements on the Property.

NOW, THEREFORE, Kenwood, intending to be legally bound by the terms of this Agreement, and for the purposes herein set forth, does hereby agree as follows:

Section 1. Gift, Contribution and Donation. Kenwood hereby agrees to give to the Township, as a charitable gift, the Property and the Township agrees to accept the Property, immediately upon the completion of the following events (the date such events occur being referred to in this Agreement as the "Closing Date"):

1.1 That portion of the Kenwood Property as approximately shown on Exhibit A as the "FBI Property" shall have been transferred to the entity that is constructing and leasing to the FBI the FBI facilities to be constructed thereon.

Section 2. Covenants of Closing.

2.1 On the Closing Date, Kenwood shall transfer the Property to the Township by quit-claim deeds, which deeds shall contain the restrictions described below in Section 2;

2.2 On or before the Closing Date, any and all outstanding mortgages on the Property shall have been fully released, such that the Property shall be free and clear of any debt or other obligations to lenders; and

2.3 Kenwood will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of this Agreement and to carry out the intent of the parties hereto. Real estate taxes and assessments shall be prorated as of the Closing Date. The Township shall be responsible for all costs of recording the Deeds.

Section 3. Covenants of the Township.

3.1 **Obligations Arising out of the Gift.** The Township acknowledges and agrees that should the gift contemplated hereby be completed, certain obligations arising out of the ownership of the Property shall be assumed by the Township including, without limitation, obligations related to maintenance and upkeep of the Property and Kenwood shall have no continuing liability or duty with respect to such obligations after the Closing Date.

3.2 The Township shall execute Treasury Form 8283 in substantially the form as attached hereto as Exhibit B. It is expressly agreed between the parties that the Township expresses no opinion as to whether the property contributed qualifies as a charitable deduction under the Internal Revenue Code. The Township is executing Treasury Form 8283 only to acknowledge the factual items contained in Part IV of Form 8283. Kenwood expressly waives any requirement that the Township issue a written acknowledgment of the contribution that includes any information as to the description of the property and whether the Township provided any goods or services in consideration, in whole or in part, for any of the property or any good faith estimate of the value of any goods or services rendered in exchange for the contribution as required under Section 170 (f)(8)(A) of the Internal Revenue Code.

3.3 The Township shall utilize Township Parcel A for a public road, public utilities and related purposes, and for ancillary open space or buffer and for no other purposes. The Township shall utilize Township Parcel B as a green space buffer and as a part of the New Road and for no other purposes. Such use restrictions shall be contained in the deeds referenced in Section 2.1 or in separate recordable instruments.

Section 4. "AS-IS". Except as specifically indicated otherwise in this Agreement, the transfer of the Property by Kenwood shall be on an "AS-IS" basis without any representation or warranty by Kenwood as to the condition of the Property, including without limitation, the suitability of the Property for the Township's intended use of the same.

Section 5. Miscellaneous.

5.1 **This Agreement.** This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

5.2 **Non-Waiver.** Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

5.3 **Waivers.** No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

5.4 **Amendments.** No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

5.5 **Successors.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.

5.6 **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

5.7 **Joint Preparation.** This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

5.8 **Rules of Construction.** In this Agreement, unless the context otherwise requires, words in the singular number include the plural, and in the plural include the singular; and words of masculine gender include the feminine and the neuter, and when the sense so indicates words of neuter gender may refer to any gender. The names of the parties, the date and the preamble first above written are part of this Agreement. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit or describe the scope or intent of the provisions of this Agreement.

5.9 **Notices.** Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and confirmation of receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth next to such parties' signature hereto and with such copies delivered, transmitted or mailed to such persons as are specified therein. Any party may change his address for notices in the manner set forth above.

5.10 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5.11 **Legal Matters.** This Agreement shall be governed by the laws of the State of Ohio.

5.12 **Charitable Purpose.** It is the intent of the parties that this Agreement and the contributions contemplated hereby shall for all purposes be treated as a charitable contribution made to a qualified organization under Section 170(c) of the Code. It is intended that the charitable contributions made by this Agreement be used for charitable purposes.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Contribution Agreement as of the Effective Date per the prior agreement and understanding of the parties.

KENWOOD TOWERS, LLC,
an Ohio limited liability company

Address:
c/o Neyer Properties, Inc.
2135 Dana Avenue, Suite 200
Cincinnati, Ohio 45207

By: Neyer Properties, Inc.,
an Ohio corporation
Its: Manager

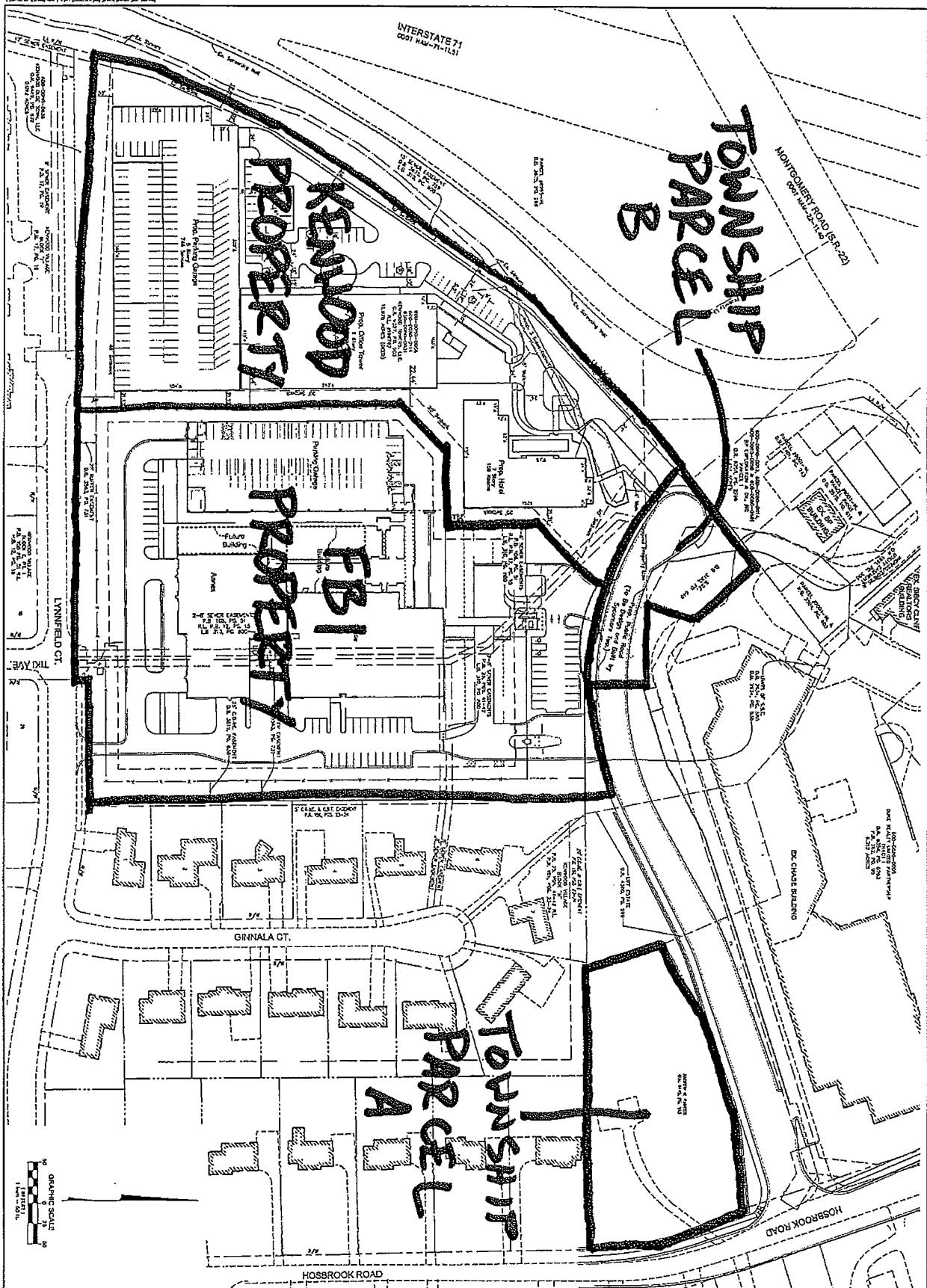
By: _____
Daniel A. Neyer
Its: President

THE BOARD OF TOWNSHIP TRUSTEES FOR
SYCAMORE TOWNSHIP, HAMILTON
COUNTY, OHIO

Address:

Sycamore Township
8540 Kenwood Road
Cincinnati, Ohio 45236

By: _____
Print Name: _____
Its: _____



NO.	DATE	DESCRIPTION

EMHT
 ENGINEERING & ARCHITECTURE
 1000 W. MAIN ST., SUITE 100
 CINCINNATI, OH 45202
 TEL: 513-251-1100
 FAX: 513-251-1101

EVINGTONE TOWNSHIP, HAMILTON COUNTY, OHIO
 SITE PLAN
 FOR
KENWOOD TOWERS
 6010 MONTGOMERY ROAD

Date	July, 2003	Job No.	2009-2330
Scale	1" = 50'	Sheet	1/1