

First Reading: May 21, 2015
Second Reading: dispensed

RESOLUTION NO. 2015 - 62

A RESOLUTION AUTHORIZING THE PURCHASE AND CLOSING OF THE REAL PROPERTY LOCATED AT 8607 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 8607 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:

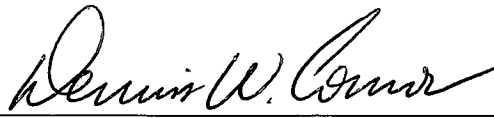
SECTION 1. The Board hereby authorizes the purchase of the Real Property located at 8607 Plainfield Road, Sycamore Township, Ohio in substantially the same form of the contract as attached hereto. The President of the Board or the Township Administrator are hereby authorized individually to execute any documents necessary to obtain the conveyance of the property.

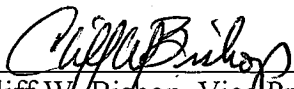
SECTION 2. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

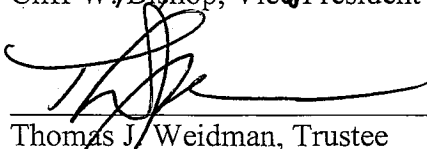
VOTE RECORD:

Mr. Bishop Aye Mr. Connor Aye Mr. Weidman Aye

Passed at a meeting of the Board of Township Trustees of Sycamore Township this 21st day of May, 2015.

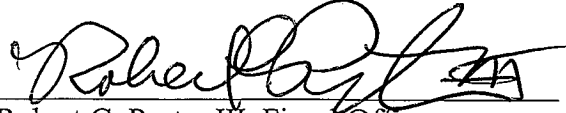

Dennis W. Connor, President


Cliff W. Bishop, Vice President


Thomas J. Weidman, Trustee

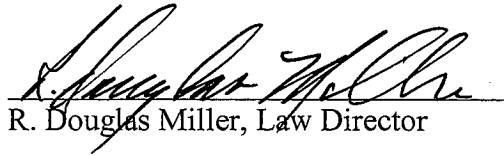
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 21st day of May, 2015.



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

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

CONTRACT TO PURCHASE

The undersigned, **Board of Township Trustees of Sycamore Township, Ohio**, (hereinafter referred to as "Purchaser"), offers to purchase from David Miller, divorced and unremarried, hereinafter referred to as the Seller"), the real property located at 8607 Plainfield Road, Cincinnati, Ohio 45236.

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 to apply toward the purchase price to be held by the Seller in escrow pending closing. If the offer is not accepted or if the Seller defaults 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 Seller as liquidated damages.

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

2. The real property which is the subject of this Agreement, 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 Seller shall convey title to this real property by general warranty deed, in fee simple, at closing which shall occur on or before the 16th day of June, 2015, free, clear and unencumbered as of the date of closing except restrictions and easements of record. The Seller 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. Seller shall pay all real property 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. Purchaser shall pay all other closing costs associated with the closing and conveyance of the real property

5. The Seller agrees 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 Seller 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 Agreement by written notice to the Seller. In the alternative, Purchaser may elect to proceed with the purchase, in which case Purchaser shall be entitled to all of the insurance proceeds.

6. The Purchaser will have possession immediately upon closing. Until that day, the Seller shall have the right to possession free of rent. All utilities used by the Seller during this period will be at the Seller's expense. In addition, Seller agrees to keep the grass cut and landscaping maintained until closing.

7. 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.

8. Seller shall be responsible for any real estate commission due.

The rest of this page is intentionally left blank – Signature page follows

Board of Township Trustees of Sycamore
Township, Ohio

By: _____
Dennis W. Conner, President

Witness

By: _____
Robert C. Porter, III, Fiscal Officer

Witness

SELLER'S ACCEPTANCE

We 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 we will hold in escrow
pending closing.

Witness

David Miller