

**RESOLUTION G2022-80**

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO SIGN A  
REAL ESTATE PURCHASE CONTRACT WITH MICHAEL OPP  
AND DISPENSING WITH THE SECOND READING**

**WHEREAS**, the Board of Trustees of Symmes Township, Hamilton County, Ohio, has determined the necessity of expanding the parking lot at the firehouse with the plan to add onto the existing building to improve the services rendered to the residents of Symmes Township; and

**WHEREAS**, Michael Opp has offered to sell to the Board of Trustees of Symmes Township the parcels of property listed in Attachment “A”, 8887 Weekly Land, Parcel Number 620-0204-0025 for that parking lot expansion and addition to the existing building; and

**WHEREAS**, a Purchase Contract has been prepared which sets forth reasonable terms and conditions for the acquisition of said property by the Symmes Township Board of Trustees.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Symmes Township, Hamilton County, Ohio that:

**Section 1.** That the Board of Trustees of Symmes Township of Hamilton County, Ohio hereby authorizes the Township Administrator to enter into a Purchase Contract substantially in the form set forth on Attachment “A” hereto. The purpose of the acquisition of this property is to purchase land to add onto the existing building and expand the parking lot to improve the services rendered to the residents of Symmes Township.

**Section 2.** Hereby authorizes and directs the Township Fiscal Officer to make necessary payments on behalf of Symmes Township as are in accordance with the terms set forth in said Purchase Contract.

**Section 3.** That the line-item appropriation for the Safety Services Levy #2196-760-730-0000 be increased from \$45,000.00 to \$151,000.00.

**Section 4.** Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

**Section 5.** That it is hereby found and determined that all formal actions of the Board

concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**Section 6.** This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

**ADOPTED JULY 12, 2022 – RESOLUTION G2022-80**

Vote Record: Ms. Leis \_\_\_\_ Mr. Beck \_\_\_\_ Mr. Bryant \_\_\_\_

**BOARD OF TRUSTEES:**

\_\_\_\_\_  
Jodie L. Leis, President

\_\_\_\_\_  
Philip J. Beck, Vice-Pres.

\_\_\_\_\_  
Kenneth N. Bryant, Trustee

**ATTEST:**

\_\_\_\_\_  
Joseph C. Grossi, Fiscal Officer

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeff Forbes, Law Director

## CONTRACT TO PURCHASE

This Contract to Purchase ("Contract") is made by and between **THE BOARD OF TRUSTEES OF SYMMES TOWNSHIP**, Hamilton County, Ohio ("Purchaser") 9323 Union Cemetery Road, Symmes Township, Ohio 45140-9386 and **MICHAEL A. OPP**, 8887 Weekly Lane, Symmes Township, Ohio 45249-1736 ("Seller"). Seller includes all of the foregoing named persons or entities, and, if applicable, their respective spouses, each of whom hereby agrees to relinquish and release to Purchaser all of his or her rights, interests, and expectancies of dower in the hereinafter described real estate under the following terms and conditions:

1. Real Estate: Purchaser agrees to purchase from Seller the real estate known as 8887 Weekly Lane, Symmes Township, Ohio 45249-1736, Parcel Numbers 620-0204-0025 being located in Symmes Township, Hamilton County, Ohio, with all improvements and fixtures thereon and with all appurtenant rights, privileges and easements ("Real Estate").

2. Seller's Certifications: Seller certifies the following facts regarding the Real Estate.

A. Seller is the sole owner of the entire undivided fee simple interest in the Real Estate, and Seller's attorney in fact has proper authority to enter into this Contract and to execute a deed of conveyance for the Real Estate, and all closing documents;

B. Seller has not placed any environmental contaminants on the Real Estate including, but not limited to, asbestos, PCB fluids, underground storage tanks, or other toxic, hazardous or contaminated substances; and

C. The Real Estate is free from any City, County, State or Federal orders affecting the Real Estate.

3. Purchase Price and Terms: The purchase price shall be \$96,000.00, payable as follows:

There shall be no earnest money deposit payable by Purchaser, and the Purchase Price shall be paid by the Purchaser on the date of Closing by readily available funds as defined by Ohio Revised Code Section 1349.21.

4. Conveyance and Closing/Closing Costs: Seller shall convey transferable and marketable, title, as defined by the Ohio Marketable Title Act, to the Real Estate by deed of general warranty in fee simple absolute, with release of dower, if any, on or before the 31<sup>st</sup> day of August, 2022. The title to the Real Estate shall be free, clear and unencumbered, excepting those restrictions, conditions and easements of record prior to Closing and approved by Purchaser's attorney. Seller shall have the right at closing to pay for the removal of any and all liens out of the purchase price. Seller shall also pay for deed preparation, and transfer/parcel fees, disbursement fee, and any wire/overnight fees. Purchaser shall pay the cost of an owner's policy of title insurance and all other closing costs. Purchaser shall schedule the closing, if on a date other than August 31, 2022, by providing Seller with five (5) days prior notice of such other closing date.

5. Prorations: Seller and Purchaser agree that there shall be no proration of real estate taxes and assessments due and payable at Closing. The taxes for the year 2022, payable in 2023, shall be the responsibility of Purchaser. Notwithstanding the foregoing, Seller shall pay the real estate taxes and assessments for tax year 2021, payable in 2022.

6. Possession: Exclusive possession of the Real Estate shall be given by Seller to Purchaser at Closing. Possession of the Real Estate shall be given to Purchaser, free from any interest including, but not limited to, tenants-in-possession or by lease. Purchaser shall have the right to inspect the Real Estate up to 72 hours prior to Closing.

7. Contingency: Purchaser's performance under this Contract is contingent upon satisfaction of the following events, within forty-five (45) days from the Effective Date of this Contract, unless any such event is expressly waived by Purchaser by written notice to Seller of any such waiver:

A. Purchaser conducting any tests and determining that the Real Estate is free from environmental contaminants, including, but not limited to examining the Real Estate for asbestos removal. Seller shall permit Purchaser to make any reasonable inspection of the Real Estate; and

B. Purchaser reviewing and approving the title and survey-if any, to the Real Estate; and

C. Purchaser determining that all utilities are available to the Real Estate on terms and conditions satisfactory to the Purchaser; and

D. Seller removing all desired personal property from the Real Estate, including the vehicle located in the front of the Real Estate, prior to Closing. If the vehicle is not removed 72 hours before the date of Closing, after Closing, Purchaser shall have it towed to the impound lot, without any further liability to Seller. Any other personal property left on the Real Estate shall become the property of the Purchaser after Closing. This provision shall survive Closing and shall not merge with delivery and acceptance of the deed.

E. In the event that any contingency under this Contract is not satisfied or waived, in Purchaser's sole and absolute discretion, Purchaser may terminate this Contract without further liability.

8. Survival. All agreements and certifications of Seller herein are true as of the date of this Contract and shall be true as of the Closing Date and shall survive the Closing for a period of 6 months, except for those that per the terms of this Contract will run beyond this time period.

**9. Offer to Sell: If Seller executes this Contract prior to Purchaser, then this Contract shall constitute and be an Offer to Sell by the Seller that shall remain open to acceptance by Purchaser until such time as Purchaser is authorized by resolution of the Board of Trustees to execute this Contract. The Board of Trustees may authorize the Township Administrator to execute this Contract. Upon Purchaser's acceptance and execution of this Contract, this Contract shall constitute and be a valid Contract to Purchase that is binding upon all parties hereto.**

10. Sole Contract: The parties agree that this Contract constitutes their entire agreement and no oral or implied agreement exists. Any amendments to this Contract shall be made in writing, signed by both parties and copies shall be attached to the original agreement. This Contract, if accepted, shall be binding upon the parties, their respective heirs, assigns, and successors.

11. Governing Law: This Contract shall be governed by the laws of the State of Ohio.

12. Representation of Counsel: Seller and Purchaser acknowledge that Purchaser is represented by the law firm of Wood and Lamping LLP and that the Seller may seek his own legal counsel.

13. Effective Date: The Effective Date of this contract shall be the date on which the last of the Seller or Purchaser executes this Contract.

SPACE LEFT INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

**"SELLER"**

\_\_\_\_\_  
Date Michael A. Opp, by Ralph Opp, his attorney  
in fact

**"PURCHASER"**  
**BOARD OF TRUSTEES OF**  
**SYMMES TOWNSHIP**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kimberly Lapensee, Township Administrator

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph C. Grossi, Fiscal Officer

\_\_\_\_\_  
Jeffrey D. Forbes, Law Director

3218131.2  
7/14/2022