

RESOLUTION NO. 45-2023

**Resolution Authorizing the Acceptance of the Proposed Settlement Agreement
Resolving West Chester Township’s Zoning Enforcement Case Against the Property Located
at 8295 Grinn Drive, West Chester, Ohio 45069**

WHEREAS, Ohio Revised Code 519.24 empowers the Board of Trustees of West Chester Township (the “Township”) to prevent, prosecute, and abate zoning resolution violations within the Township;

WHEREAS, the property located at 8295 Grinn Drive, West Chester, Ohio, 45069 (the “Property”) has been the subject of multiple resident complaints over the past few years due to the accumulation of junk and debris on the exterior of the property and the condition of the structure.

WHEREAS, the Property has been in violation of the Township’s Exterior Zoning Resolution and Township’s Exterior Property Maintenance Code;

WHEREAS, the Township filed suit to abate the violations and nuisance conditions at the Property in Butler County Court of Common Pleas case number CV 2023 05 0955 (the “Nuisance Case”);

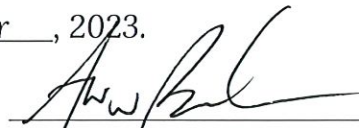
WHEREAS, since filing the Nuisance Case work has been done to clean up the exterior of the Property;

WHEREAS, the Board of Trustees has determined that it is in the best interests of the public health, safety and welfare to enter into the Settlement Agreement and Mutual Release, attached as Exhibit A, as a resolution to the Nuisance Case;

NOW THEREFORE, BE IT RESOLVED that on the basis of the above actions and findings, the West Chester Township Board of Trustees:

SECTION 1. That the Board of Trustees does hereby authorize Township Administrator Larry Burks, or his designee, to sign the Settlement Agreement and Mutual Release in substantially similar form as the attached Exhibit A, on behalf of the Township, and to sign any other documents necessary to effectuate the settlement.


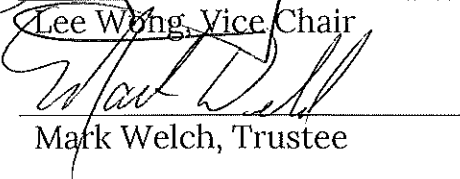
Adopted this 14 day of November, 2023.


Ann Becker, Chair


Yes/No

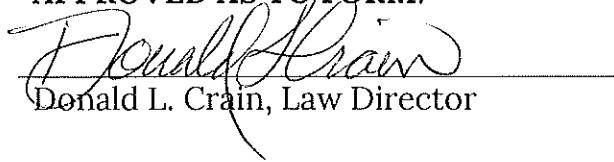
ATTEST:


Bruce Jones, Fiscal Officer


~~Lee Wong, Vice Chair~~

Mark Welch, Trustee

Yes
Yes/No
Yes
Yes/No

APPROVED AS TO FORM:


Donald L. Crain, Law Director

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is by and between the Board of Trustees of West Chester Township, Butler County, Ohio (the “Township”), the Sara Stamey Living Trust dated December 27, 2012, (“Owner”), and DHT Properties LLC (“Buyer”). The Township, Owner, and Buyer are hereinafter collectively referred to as the “Parties” and individually as a “Party.” This Agreement shall be effective as of the date upon which the last Party to execute this Agreement has done so, as evidenced by the dates set forth on the signature page of this Agreement (the “Effective Date”), and is premised upon the following recitals:

RECITALS

WHEREAS, on or about October 8, 2021, the Township filed a Complaint against Sarah Stamey, her unknown heirs, and other various defendants for Declaratory and Injunctive Relief relating to a nuisance property and civil fines in Butler County Court of Common Pleas Case Number CV 2023 05 0955 (the “Suit”);

WHEREAS, Sarah Stamey is the listed owner of the property located at 8295 Grinn Drive, West Chester Township, Butler County, Ohio 45069, Butler County Auditor Parcel ID: M5620153000031 (the “Property”);

WHEREAS, Sarah Stamey passed away in December 2022;

WHEREAS, the Parties desire to resolve and to fully and finally settle all remaining matters in controversy in the Suit;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements set forth herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **Settlement Payment.** Within fourteen (14) days of the Effective Date, Owner shall pay ten thousand dollars (\$10,000.00) (the “Settlement Payment”) to the Township in complete settlement of any claim the Township has asserted, or may assert, for unpaid civil fines, attorney’s fees, or court costs arising from the Suit. Defendant shall deliver cash or a check payable to West Chester Township for the Settlement Payment to counsel for the Township at the following address: Attn: Jonathan E. Roach, 9277 Centre Pointe Drive, Suite 300, West Chester, Ohio 45069.

2. **Sale of the Property.** Within fourteen (14) days of the Effective Date, or at any time beforehand, Owner shall ensure that the Property is sold to Buyer.

3. **Repair of Property.** Buyer shall bring the Property into compliance with the Township’s Exterior Property Maintenance Code and Zoning Resolution by February 1, 2024. Buyer shall make the Property habitable by May 1, 2024. Buyer shall not transfer the Property to another entity before completing such work and repairs to the Property. Buyer shall make the Property available for inspection by the Township upon reasonable request.

4. **Dismissal of the Suit.** Within fourteen (14) days of receipt of the Settlement Payment, the Township shall dismiss the Suit with prejudice. The dismissal shall indicate that the court retains jurisdiction to enforce the terms of this Agreement.

5. **General Mutual Release.** For valuable consideration received and in consideration of the mutual promises and agreements of the Parties contained herein, the Parties, on behalf of themselves and any and all of their respective owners, heirs, assigns, employees, officers, directors, agents, representatives, predecessors, successors, parent companies, shareholders, members, managers, attorneys, accountants and insurers, predecessors in interest, and anyone claiming by, through or under them, do hereby release and forever hold harmless each other, jointly and/or severally, their respective owners, heirs, employees, agents, representatives, predecessors, successors, parent companies, shareholders, members, managers, officers, directors, subsidiaries, predecessors in interest, successors in interest, assigns, attorneys, accountants and insurers and anyone claiming by, through or under them, from any and all debts, claims, demands, damages, obligations, costs, losses, liabilities, rights, disputes, actions, causes of action, expenses, contracts, judgments, awards and suits of any kind whatsoever, now known or which reasonably could have been known, fixed and contingent, liquidated and unliquidated, whether based on contract, tort, statute or other legal or equitable theory of recovery, arising from any acts or omissions related to the Suit from the beginning of time up to the Effective Date of this Agreement, provided, however, that nothing contained herein shall release, discharge, modify, or impair in any manner whatsoever the respective rights and obligations of the Parties set forth in this Agreement, or the obligations of the Parties to comply with Ohio or Township laws, codes, or resolutions in the future.

6. **Further Assurances.** The Parties agree that this Agreement can either be enforced through a motion filed in the Suit and that the Butler County Court of Common Pleas retains jurisdiction to enforce the terms of this Agreement, or that this Agreement can be enforced through a separate action.

7. **Binding Effect.** The Parties hereto agree that the terms of this Agreement should not be interpreted presumptively to be more or less favorable for or against any signatory. Subject to the terms and conditions hereof, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, predecessors in interest, successors and assigns.

8. **Governing Law.** This Agreement in all respects shall be interpreted, governed, and enforced by and under the laws of the State of Ohio.

9. **Forum to Enforce.** In the event that any Party breaches this Agreement, any action to enforce this Agreement shall be filed in the Butler County Court of Common Pleas.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and all prior discussions, negotiations, commitments and understandings relating to this subject matter are superseded and merged herein. The terms and provisions of this Agreement shall not be changed, amended, waived,

modified or terminated in any respect whatsoever except by written instrument executed by all Parties hereto.

11. **No Admission.** The Parties agree that the settlement provided for herein is not and shall not be construed to be evidence of, or any admission of, liability or wrongdoing by any of the Parties. The Parties have entered into this Agreement in an effort to compromise disputed claims and to resolve pending litigation and all pending matters between them.

12. **Counterparts and Signatures.** This Agreement may be executed in one or more counterparts, each of which shall constitute a separate original agreement and all of which, taken together, shall constitute one agreement, binding all Parties hereto, notwithstanding the fact that not all Parties have signed the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically shall be deemed to be their original signatures for all purposes.

13. **Severability.** If any portion of this Agreement shall be deemed or declared to be unenforceable, invalid, or void, the same shall not impair any of the other portions of this Agreement.

14. **Recitals.** The Recitals stated within this Agreement are deemed to be a material part of the Agreement.

15. **Headings.** The descriptive headings of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions hereof.

16. **Additional Representations.** Each Party hereto further warrants, represents, and acknowledges to the others that:

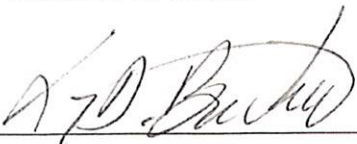
- (a) each has read and fully understands the terms of this Agreement and agrees to be legally bound by it;
- (b) each has executed the Agreement with full knowledge of any and all rights which it may have;
- (c) each has full and complete authority to make the settlement provided herein, to receive the consideration given for this Agreement, and to execute this Agreement;
- (d) each has neither sold, assigned, transferred, conveyed nor otherwise disposed of any of the claims covered by this Agreement;

- (e) each has a present intent to perform the obligations of the Agreement, fully recognizing that the other Party is specifically relying upon that intent in entering into the Agreement;
- (f) the consideration received by each Party for this Agreement is sufficient, adequate, and constitutes lawful consideration supporting the execution of the Agreement; and
- (g) each has entered into this Agreement based solely and exclusively upon his/her own analysis and his/her counsel's analysis of the facts and information of which each Party and each Party's counsel is independently aware and not based upon or in reliance upon any statements or representations of the other Party (except to the extent such statements or representations are fully and expressly set forth herein).

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and made effective as of the Effective Date.

WEST CHESTER TOWNSHIP

The Sara Stamey Living Trust dated December 27, 2012





Name: Larry D. Burks

Name: Karen A. Rolcik

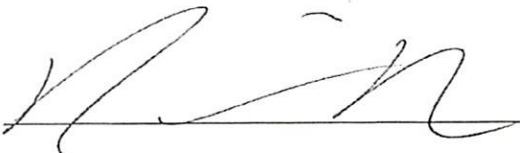
Title: Twp. Administrator

Title: Trustee

Dated: November 14, 2023
December

Dated: November 7, 2023

DHT PROPERTIES LLC



Name: DHT Properties LLC, by Darin Bowling

Title: Member

Dated: November 7, 2023

Approved as to form:

A handwritten signature in black ink, appearing to read "S D Phillips", written over a horizontal line.

Scott D. Phillips, Assistant Law Director

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