

**STATUTORY RESOLUTION NO. 18-2017**

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**RESOLUTION APPROVING THE SALE OF STATION ROAD SCHOOL HOUSE PROPERTY; ACCEPTING A SUBMITTED OFFER TO PURCHASE AGREEMENT; AND AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO MAKE NON-SUBSTANTIVE CHANGES WITH LAW DIRECTOR APPROVAL AND TO EXECUTE THE OFFER TO PURCHASE AND ANY OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SALE**

**(Parcel ID: M5610023000019; 6670 Station Road, West Chester, Ohio)**

**WHEREAS**, the West Chester Township Board of Trustees is authorized by Ohio Revised Code §505.10 to sell real property; and,

**WHEREAS**, the property known as Station Road Schoolhouse on Station Road was constructed in 1875, reconstructed after a 1900 fire, and used as a school until 1917; and,

**WHEREAS**, after 1917, the Station Road Schoolhouse was used for different purposes until West Chester Township (fka Union Township) purchased the grounds and building by general warranty deed on December 15, 1999, and restored the premises to its original character; and,

**WHEREAS**, during the time of its ownership, West Chester Township used the property for civic group assembly, park and recreational programming, and general meetings, and now finds the Township would be best served by selling the property to a purchaser whose stated purpose is to return the premises to its original use; and,

**WHEREAS**, pursuant to Ohio Revised Code §505.10(6) the West Chester Township Board of Trustees by Resolution may sell or otherwise transfer real property upon a unanimous vote of its members to any person upon whatever terms are agreed between the Board and that person.

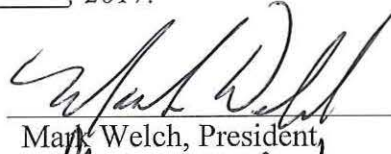
**NOW THEREFORE, BE IT RESOLVED** the West Chester Township Board of Trustees hereby agrees to:

**SECTION 1.** Accept the Offer to Purchase Agreement in substantially the same form as attached.

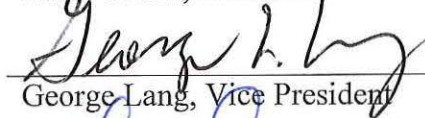
**SECTION 2.** Approve to sell the above-referenced Station Road School House property pursuant to the attached in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and further in accordance with the terms thereof.

**SECTION 3.** Authorize the Township Administrator to execute a deed conveying such property as described therein and prepared by the Law Director and to take any and all actions necessary to execute the Offer to Purchase Agreement and convey such property to the purchaser in accordance with the terms of the attached Offer to Purchase.

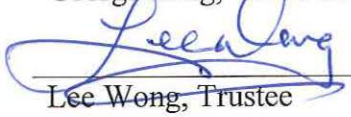
Adopted this 9<sup>th</sup> day of May, 2017.

  
\_\_\_\_\_  
Mark Welch, President

YES  
Yes/No

  
\_\_\_\_\_  
George Lang, Vice President

YES  
Yes/No

  
\_\_\_\_\_  
Lee Wong, Trustee

Yes  
Yes/No

**ATTEST:**

  
\_\_\_\_\_  
Bruce Jones, Fiscal Officer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Donald L. Crain, Law Director

**OFFER TO PURCHASE**  
**STATION ROAD SCHOOL HOUSE PROPERTY**

The undersigned, hereinafter called the Purchaser, hereby offers and agrees to purchase from the **Board of Trustees of West Chester Township**, formerly the Board of Trustees of Union Township, of West Chester, Butler County, Ohio, hereinafter called the Seller, the following described premises:

**That certain Schoolhouse property located and situate at: 6670 Station Rd., West Chester, Butler County, Ohio**

**Parcel ID: M5610023000019**

**Consisting on the building(s) and 3.0 acres of land, more or less**

together with all hereditaments, appurtenances, rights, privileges and easements thereunto belonging, but subject to all legal highways, zoning ordinances, easements, restrictions and conditions of record (collectively, the "Property").

The Purchaser agrees to pay and the Seller agrees to sell the same Property for the sum of **Two Hundred and Fifty Thousand Dollars (\$250,000.00)**, hereinafter called the Purchase Price, which sum shall be payable as follows:

- (a) Cash upon delivery of Warranty Deed, subject to the following contingencies:
- (b) The sum of **One Thousand Five Hundred Dollars (\$1,500.00)** earnest money deposit to apply on the said Purchase Price is herewith deposited with the Seller (the "Deposit").

This Offer to Purchase is subject to the following contingencies:

- 1. FINANCING CONTINGENCY:** This Offer to Purchase is subject to Purchaser securing financing within ninety (90) days of the Effective Date (the "Due Diligence Period"), such financing to include, at Purchaser's option -
  - (a) the Purchase Price herein;
  - (b) the cost of upgrades and repairs (if any) which Purchaser deems necessary; and,
  - (c) the cost of any remodel or Building Addition which Purchaser deems necessary;
  - (d) all in such sum(s) as Purchaser may require, in Purchaser's sole discretion.

THE FAILURE OF PURCHASER TO TERMINATE THIS CONTRACT OR TO SECURE FINANCING BEFORE THE EXPIRATION OF THE DUE DILIGENCE PERIOD SHALL CONSTITUTE A WAIVER OF THE FINANCING CONTINGENCY AND PURCHASER SHALL BE OBLIGATED TO PROCEED TO PURCHASE THE PROPERTY.

## 2. INSPECTION CONTINGENCY AND ACCESS:

- (a) The Property is being purchased in its present physical condition subject to inspection by the undersigned Purchaser. The Seller has made no representations or statements concerning the condition of the said Property or appurtenances, the value thereof, the use that can be made of them, the improvements thereon or anything concerning the same other than that which is included in this contract. Subject to Section 5(a), the Property passing under this contract shall include the following (if any) now on the Property in their present condition:

All buildings, fixtures, electrical, heating, plumbing systems, kitchen and bathroom fixtures, all window and door shades, blinds, awnings, screens, storm sash, shutters, curtain and drape rods, TV/internet, antenna/accessories, installed flooring, all landscaping, and any appliances; all such personal property remaining at Closing and or sold under the terms of this contract are sold "AS IS", and the Seller is not responsible as to conditions or operating capabilities.

- (b) Purchaser, at Purchaser's expense, shall have the right during the Due Diligence Period to have access to the subject real property, upon reasonable notice, and to obtain such inspections (including, but not limited to, Physical / Architectural / Mechanical / Environmental Inspections) as Purchaser, in Purchaser's sole discretion, requires and at Purchaser's sole cost.
- (c) Purchaser's inspectors and contractors shall be permitted access to the Property at reasonable times and upon reasonable advance notice to Seller. If the inspections disclose any defects in the Property, Purchaser shall notice Seller in writing of the defects prior to the expiration of the Due Diligence Period. For purposes of this paragraph, defects do not include (a) minor routine maintenance or repair items not affecting the habitability or (b) matters disclosed to Purchaser in writing by Seller before the execution of this Contract. THE FAILURE OF PURCHASER TO NOTIFY SELLER OF ANY DEFECTS BEFORE THE EXPIRATION OF THE DUE DILIGENCE PERIOD SHALL CONSTITUTE A WAIVER OF SUCH DEFECTS AND PURCHASER SHALL TAKE THE PROPERTY "AS IS" WITH RESPECT TO SUCH DEFECTS. In the event Purchaser notifies Seller of any defects prior to the expiration of the Due Diligence Period, Seller shall have the right, for a period of fifteen (15) days after expiration of the Due Diligence Period (the "Repair Period") to either (a) repair the defects in a manner acceptable to the Purchaser, (b) provide other assurances reasonably acceptable to Purchaser that the defects will be repaired with due diligence and in a manner acceptable to the Purchaser or (c) refuse to repair such defects, at which time the Purchase shall either (i) proceed with closing and accept

the Property "AS IS" or (ii) terminate this Contract and neither party shall have any further obligation hereunder .

**3. ZONING:** This purchase is subject to Purchaser's ability to make such use of the Property for such purposes, including, but not limited to, educational use, which Purchaser in Purchaser's sole discretion, may require. Should Purchaser, at Purchaser's expense, not be able to secure such zoning, or other approvals as may be necessary within the Due Diligence Period, to permit for Purchaser's intended use, Purchaser may elect to cancel this contract. FAILURE BY PURCHASER TO OBTAIN ZONING OR TO TERMINATE THIS CONTRACT WITHIN THE DUE DILIGENCE PERIOD SHALL CONSTITUTE A WAIVER BY PURCHASER TO OBTAIN ZONING FOR PURCHASER'S INTENDED USE AND PURCHASER SHALL BE OBLIGATED TO PROCEED TO PURCHASE THE PROPERTY.

**4. DEED RESTRICTION:** Purchaser and Seller agree the character of the Property should be preserved for the enjoyment and edification of future generations and that it should retain its architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses. Therefore, as part of the consideration for the sale of the Property hereunder, Purchaser agrees to the following restriction which shall be incorporated into the Deed, shall run with land and be binding upon Purchaser, its successors and assigns thereafter:

"This deed restriction shall commence on the execution date of this Deed and continue to be in effect until July 1, 2032. The character of the Property shall be retained and preserved to the extent reasonably practicable. The term "reasonably practicable" includes economic and cost factors as well as design and construction factors which impact the financial reasonableness in preserving the Property. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the Property shall be preserved. Deteriorated architecturally distinct features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. New additions, exterior alterations, or related new construction shall not destroy architecturally significant materials or features, and the new work shall be compatible with the architectural materials, features, size, scale, and proportion, and massing to protect the integrity of the Property. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the architecturally distinct Property and its environment would be unimpaired."

This Section shall survive Closing and shall be incorporated into the Deed.

**5. CLOSING:**

- (a) Possession of the Property shall be delivered to the Purchaser at closing. Notwithstanding anything to the contrary, Seller shall be entitled to remove any and all personal property located on or within the Property at any time from the date hereof through the Closing. Any personal

property remaining on the Property after Closing shall become Purchaser's.

- (b) Taxes and assessments for the subject Property from and after the delivery of said deed, computed on a calendar year basis, shall be assumed by the Purchaser. Seller to pay CAUV recapture, if any. In prorating taxes and assessments, the latest available rates and valuations shall be used according to local custom. Seller shall pay all accrued utility bills to the date of delivery of the deed or date of vacating, whichever is later.
- (c) Seller shall pay for and deliver to Purchaser a good and sufficient Warranty Deed conveying a good and marketable title to the subject Property to the Purchaser free and clear of all liens and encumbrances whatsoever except taxes and assessments, both general and special, from the date of the delivery of Deed and thereafter, restrictions and conditions of record, easements of record and zoning ordinances. Seller shall also be liable to pay for any compliance requirements required by the gas, electric and/or other utility companies at the time of transfer of utilities even though such transfer may occur after closing.
- (d) Seller shall pay the appropriate conveyance fee assessed by the Office of the County Auditor.
- (e) Purchaser shall furnish and pay for any attorney's title opinion or title insurance policy desired by Purchaser, or required by Purchaser's lending institution.
- (f) The closing or escrow shall be at such time and place as Purchaser and Seller mutually agree. Documents necessary to the completion of this transaction shall be delivered to said office or institution on or before the closing date.
- (g) If any buildings, improvements, or other items included in this contract and on the subject Property are substantially damaged or destroyed prior to the delivery of the Deed to the Purchaser, then said Purchaser shall have the option of accepting the proceeds of any insurance payable as a result of such damage or destruction or of terminating this contract in which latter case all funds and documents shall be returned to the parties depositing them and this contract shall be null and void. Purchaser must take such election within Fifteen (15) days after receiving notice of such damages or destruction.
- (h) If the Seller's title is found to be defective, the defect shall be remedied within Ninety (90) days of notice thereof. If this cannot be done, then, at

the option of the Purchaser, all funds and documents shall be returned to the parties depositing them and this contract shall be null and void.

- (i) The Deposit on the purchase price shall be refunded if Purchaser properly terminates this contract in accordance with Sections 1, 2, 3 or subsections (g) and (h) above; however, if Purchaser fails to properly terminate this Contract or defaults under any terms hereunder, then Seller shall be entitled to retain the Deposit.

**6. EPA CLAUSE:** Environmental Issues: Seller warrants and represents that it has no knowledge the Property has had runoff which consisted of, nor has ever been used for, the disposal of or to refine, generate, manufacture, produce, store, handle, treat, transfer, release, process or transport any "hazardous waste" or "hazardous substance," as the terms are currently defined in Section 3001 of the Resource Conservation and Recovery Act of 1976, 42 USC 6901 et seq., as amended ("RCRA"), Section 101(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC 9601 et seq. ("CERCLA"), or the Superfund Amendments and Reauthorization Act, Public Law 99-499, October 17, 1986 ("SARA"), any petroleum products, or any pesticides as defined in Section 801 of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 USC 136(u) ("FIFRA") (hereinafter "Hazardous Waste" and "Hazardous Substance"); Seller does not now and has not at any time since it acquired the Premises used or allowed any other person to use the Property for the purpose of disposal of, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing or transporting any Hazardous Waste and/or Hazardous Substance. Seller further warrants that the Property is in compliance with all Ohio Environmental Laws. The above representations and warranties of Seller shall survive the closing forever.

This **offer is open for acceptance** to and including nine (9) days from the delivery hereof, and upon such acceptance (the "Effective Date"), it shall become binding upon and accrue to the benefit of the Purchaser and Seller and their respective heirs, executors and administrators. It is understood that the within contract contains all of the terms and conditions agreed upon between the parties, and there are no outside conditions, representations, warranties and agreements. Each party hereby acknowledges receipt of a copy of this contract. This contract shall be governed by the laws of the State of Ohio.

Time is of the essence in all provisions of this contract.

PURCHASER	ADDRESS	PHONE	DATE
J. Lyn Property LLC	6703 Liberty Park Dr. Liberty Township, OH 45044	513-658-9852	5/3/2017

By: \_\_\_\_\_  
J. Todd Minniear – LLC Manager and Member

**ACCEPTANCE**

Date: \_\_\_\_\_

The undersigned Seller, the Board of Trustees of West Chester Township, formerly the Board of Trustees of Union Township, of West Chester, Butler County, Ohio hereby accept the above offer and agree to all of the terms thereof.

WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 9113 Cincinnati Dayton Road  
West Chester, Ohio 45069

PROPOSED