

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on April 15, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, *Board Chairman*  
Joe Rozzi – Trustee

Mr. Sousa introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NO. 26-0415B**

**A RESOLUTION AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH  
MARY E. HOLLIDAY TO ACQUIRE CERTAIN REAL PROPERTY IDENTIFIED AS  
WARREN COUNTY AUDITOR PARCEL NO. 1604427001, APPROVING THE  
INCREASE OF APPROPRIATIONS IN THE GENERAL FUND (1000), AND  
DECLARING AN EMERGENCY**

**WHEREAS**, Ms. Mary E. Holliday owns certain real property located at 7820 S. State Route 48, Maineville, OH 45039 and identified as Warren County Auditor Parcel No. 1604427001 (the “Property”); and

**WHEREAS**, Hamilton Township desires to enter into a Purchase and Sale Agreement, in substantially the same form as the attached Exhibit A, with Ms. Holliday to acquire the Property for the purpose of expanding and/or improving Township facilities and constructing a public park; and

**WHEREAS**, the Board of Trustees finds that it is in the best interests of the Township to acquire the Property and desires to enter into an agreement in substantially the same form attached hereto.

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

**SECTION 1.** The Board of Trustees hereby approves the acquisition of the Property pursuant to the Purchase and Sale Agreement in substantially the same form as the attached Exhibit A.

**SECTION 2.** The Board of Trustees hereby authorizes the Township Administrator to enter into the Purchase and Sale Agreement with Ms. Holliday, upon such terms as he deems to be most advantageous to the Township in consultation with legal counsel, in order to acquire the Property for a purchase price not to exceed Three

Hundred Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$367,500.00) and thereafter authorizes and directs the Township Administrator to close on the Property and take such other action and execute such further documents as may be necessary to accomplish the intent of that agreement and this Resolution.

**SECTION 3.** The Board of Trustees hereby affirms and approves any prior actions taken by the Township Administrator and/or his designee in furtherance of the acquisition of the Property as intended by this Resolution.

**SECTION 4.** It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Hamilton Township Trustees and that all deliberations of the Board that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

**SECTION 5.** The Board of Trustees hereby authorizes an increase in appropriations in the General Fund (1000) in the line-item Land – 1000-110-710-0000 in the amount of Three Hundred Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$367,500.00) for the purpose of purchasing the real property identified herein.

**SECTION 6.** The Board of Trustees further authorizes the Fiscal Officer to issue a blanket certificate in the amount of \$367,500.00 to cover the cost associated with the acquisition of the Property.

**SECTION 7.** The Board of Trustees further authorizes the Fiscal Officer to issue a warrant upon closing of the Property.

**SECTION 8.** This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and welfare of the Township.

Mr. Rozzi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows

|                   |     |                                     |     |                          |
|-------------------|-----|-------------------------------------|-----|--------------------------|
| Joseph P. Rozzi - | Aye | <input checked="" type="checkbox"/> | Nay | <input type="checkbox"/> |
| Mark Sousa -      | Aye | <input checked="" type="checkbox"/> | Nay | <input type="checkbox"/> |

Resolution adopted this 15th day of April, 2026.

Attest:

  
\_\_\_\_\_  
Leah M. Elliott, *Fiscal Officer*

Approved as to form:

  
\_\_\_\_\_  
Sarah J. Sparks, *Law Director*

I, Leah M. Elliott Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on April 15, 2026.

Date: 4/15/2026

  
\_\_\_\_\_  
Leah M. Elliott, *Fiscal Officer*

**EXHIBIT A**  
(Purchase and Sale Agreement)

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is entered into as of the Effective Date (defined below), by and between Mary E. Holliday (“**Seller**”), and the Board of Trustees of Hamilton Township, Warren County, an Ohio political subdivision, whose address is 7780 South State Route 48, Hamilton Township, Ohio 45039 (“**Buyer**”). Seller and Buyer may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

In consideration of the mutual representations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer covenant and agree as follows:

### TERMS AND CONDITIONS

1. Effective Date. The “**Effective Date**” shall be the last date this Agreement is fully executed by both Parties.

2. The Property. Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions herein set forth, that certain tracts of land consisting of approximately 1.25 acres, more or less, having an address of 7820 S. State Route 48, Maineville, OH 45039 and identified as Warren County Parcel No. 1604427001 which is further depicted on Exhibit “A” attached hereto and incorporated herein (the “**Property**”). The Property shall include all buildings, fixtures, and improvements, located on such land, all of Seller’s rights, privileges, easements and appurtenances belonging or appertaining to such land, including any right, title and interest in and to easements, streets, alleys and rights-of-way appurtenant to such land.

3. Purchase Price. The purchase price of the Property shall be Three Hundred Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$367,500.00) (the “**Purchase Price**”) and shall be paid by Buyer and distributed to Seller on the Closing Date (as defined below) pursuant to the terms of this Agreement.

(a) *Additional Consideration.* As additional consideration, Buyer plans to construct a public park on the Property with a landscaped seating area that will include recognition of the Holliday family’s contributions to the Hamilton Township community.

4. Earnest Money Deposit. Buyer shall deposit Five Thousand and 00/100 Dollars (\$5,000.00) (the “**Earnest Money Deposit**”) with Commonwealth Land Title Insurance Company within five (5) days of the Effective Date. The Earnest Money Deposit shall be fully refundable if Buyer terminates the Purchase Agreement during the Due Diligence Period and shall be applicable to the purchase price.

5. Due Diligence Period. Buyer’s obligations hereunder are subject to Buyer being satisfied regarding the condition and suitability of the Property in all respects, in Buyer’s sole discretion. Buyer shall have the opportunity and right (but not the obligation) to inspect and investigate the Property’s condition and suitability for a period of up to thirty (30) days following the Effective Date (the “**Due Diligence Period**”).

(a) Buyer shall have the right during the Due Diligence Period to enter onto the Property and to commence inspections of the Property and to undertake any studies on the Property (all at Buyer's sole cost). Seller agrees to cooperate with Buyer in its Property inspections, and shall not unreasonably restrict Buyer's access to the Property during the Due Diligence Period. Matters subject to Buyer's review may include, by way of example and without limitation, title, surveys, review of physical conditions, development costs, sanitary and storm water facilities, soil and subsurface conditions, environmental conditions, and restrictive covenants.

(b) If Buyer notifies Sellers of any title defects, exceptions or survey objections (collectively, "**Objections**") prior to the expiration of the Due Diligence Period, Seller shall have five (5) days from their receipt of such notice in which to either: (i) cure such Objection(s) or commit to cure them on or before the Closing Date; or (ii) notify Buyer in writing that Seller is unable or unwilling to cure such Objection(s). If Seller notifies Buyer that Seller is unable or unwilling to cure any Objection, Buyer shall elect to either: (i) accept such title as Seller is willing and able to convey; or (ii) terminate this Agreement, in which case the Parties will have no further obligations to one another.

(c) Notwithstanding the foregoing, Sellers shall be responsible for causing all matters of a monetary nature arising from the act or omission of Seller or her predecessors in interest, to be released at or prior to Closing, including, without limitation, mortgages, judgment liens, mechanic's liens, penalties, and the like; and Buyer shall have no obligation to notify Seller that any such matters are objectionable or otherwise must be released prior to Closing.

(d) Nothing in this Agreement shall be construed as imposing any limitations upon the reasons for which Buyer may decide not to purchase the Property. Buyer shall have the right, in its sole discretion, for any reason or no reason, to terminate this Agreement by providing Sellers with written notice of Buyer's decision to terminate at any time prior to the expiration of the Due Diligence Period and the Parties shall thereafter have no rights or obligations with respect to one another under this Agreement except those which expressly survive Closing or termination hereof.

6. Closing; Closing Adjustments and Costs; Closing Documents.

(a) Closing Date. Closing of the sale of the Property (the "**Closing**") shall occur by escrow through Commonwealth Land Title Insurance Company, and shall take place at such time and place as is mutually agreed by the Parties that is no later than twenty (20) days after the expiration or Buyer's earlier waiver of the Due Diligence Period (the "**Closing Date**").

(b) Closing Costs. Buyer shall pay the cost of any survey or title work and title insurance premiums necessary to provide Buyer with an owner's policy of title insurance insuring fee simple title ownership to the Property. Seller shall pay any county or state transfer taxes. Buyer and Seller shall equally divide the costs associated with preparation of the Deed, recording costs, and all other closing costs. Each Party shall bear their own attorney and professional fees, consultant fees, and real estate broker fees and costs incurred in connection with this Agreement, the Due Diligence Period, and Closing. This transaction is exempt from conveyance fees under Ohio Law.

(c) Real Property Taxes. All real property taxes and assessments against the Property shall be prorated on a per diem basis as of the Closing Date. Apportionments with respect to real estate taxes shall be made with relation to the fiscal year or billing period, as applicable, of the levying authority.

(d) Deed. At Closing, Seller shall deliver or cause to be delivered to Buyer the following: (i) a recordable general warranty deed (the "**Deed**") duly executed by Seller in favor of Buyer; (ii) such further instruments as may be reasonably and customarily requested by the Title Company to record the Deed and ensure the transfer of good and marketable record title to Buyer; and (iii) evidence reasonably satisfactory to the Title Company respecting the due authorization and execution by Seller of this Agreement and the documents required to be delivered to effectuate the Closing.

(e) Possession. Possession shall be given to Buyer immediately at Closing.

(f) Other Closing Documents from Seller. At Closing, in addition to the above-referenced Deed, Seller shall deliver to Buyer all documents that may be reasonably requested by the closing agent or title company to ensure that good and marketable title is transferred to Buyer.

7. Seller's Representations and Warranties. Seller hereby covenants, represents and warrants to Buyer, as of the Effective Date, and again as of the Closing Date:

(a) Seller has good and indefeasible fee simple and marketable title to the Property, and has the full and complete right, power and authority to enter into this Agreement and to convey the Property to Buyer in accordance with the terms and conditions of this Agreement.

(b) Seller has not entered into any unrecorded agreements to lease, sell, mortgage or otherwise encumber or dispose of any interest in the Property, except for this Agreement.

(c) No party other than the Parties to this Agreement will be in possession of the Property on the Closing date.

(d) No mechanic's lien, materialman's lien or lis pendens action affects the Property, and, as of the Closing Date.

(e) To the best of Seller's actual knowledge, there are not now, nor shall there be on the date of the Closing, any unrecorded easements, options, rights of first refusal or offer, leases, licenses, agreements relating to purchase or development of the Property, or other agreements of any kind encumbering the Property.

(f) All representations and warranties of Seller contained in this Agreement shall be true, correct and complete as of the Closing Date as if they were made at such time and shall survive Closing.

8. Buyer's Representations and Warranties. Buyer hereby covenants, represents and

warrants to Seller, as of the Effective Date, and again as of the Closing Date:

(a) Buyer has all requisite power and authority to enter into and perform the obligations required of them under this Agreement.

(b) Buyer is duly authorized by requisite action to execute and deliver and perform this Agreement and all documents and instruments or transactions contemplated hereby or incidental hereto.

(c) All representations and warranties of Buyer contained in this Agreement shall be true, correct and complete as of the Closing Date as if they were made at such time and shall survive Closing.

9. Risk of Loss. All risk of loss with respect to the Property shall remain with Seller until the closing and delivery of the Deed to Buyer.

10. Casualty and Condemnation. If at any time prior to the Closing Date, all or any part of the Property is damaged by fire or other casualty, taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then Buyer may, at Buyer's sole discretion, terminate this Agreement. If Buyer terminates this Agreement, then Seller shall be entitled to receive all insurance proceeds or condemnation proceeds paid for that portion of the Property damaged or taken. If Buyer elects to purchase the Property, then (a) Buyer shall be entitled to receive all insurance proceeds or condemnation proceeds paid for that portion of the Property damaged or taken and not expended for repairs, or (b) if the insurance proceeds or condemnation proceeds have already been paid to Seller, then Seller shall remit such amounts to the Title Company, and such amounts shall be applied as a credit to the purchase price and otherwise distributed in accordance with this Agreement.

11. Cooperation. Buyer and Seller shall cooperate fully with each other to carry out and effectuate the purchase and sale of the Property in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein. Wherever the approvals of Buyer and Seller as herein set forth are so required, such approvals shall not unreasonably be withheld.

12. Default. If, following the full execution of this Agreement, either Party defaults in the performance of their duties or obligations under this Agreement, or any representation or warranty hereunder is untrue or incomplete, then:

(a) If Buyer defaults on any obligations contained in this Agreement, Seller must give Buyer written notice of the default and a seven (7) day opportunity to cure said default. If Buyer thereafter remains in default, then Seller's sole remedy is to terminate this Agreement and thereafter neither party will have any further obligations hereunder.

(b) If Seller is the party in default, Buyer must give Seller written notice of the default and a seven (7) day opportunity to cure said default. If Seller thereafter remain in default, then Buyer shall have the right to (i) to pursue specific performance against Seller; or (ii) terminate this Agreement and thereafter neither party will have any further obligations hereunder.

(c) Waiver of Jury Trial. The Parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement. The provisions of this Section 12(c) shall survive the Closing or any earlier termination of this Agreement.

13. Notices. All notices required to be given under this Agreement must be in writing. A written notice shall be deemed sufficiently given when properly addressed and sent to the recipient-Party at the address set forth below (with a copy to be delivered via e-mail as indicated below) via: (i) overnight courier with receipt verification; or (ii) by personal delivery to the recipient-Party. Either Party may change its address for receipt of notices by providing written notice of such address change to the other Party.

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|---|---|
| <p><u>Seller:</u></p> <p><b>Mary E. Holliday</b><br/>7820 S. State Route 48,<br/>Maineville, OH 45039</p> <p><b>c/o Tammy Doughman</b><br/>Coldwell Banker Heritage<br/>tammy.doughman@cbishome.com</p> | <p><u>Buyer:</u></p> <p><b>The Board of Trustees of Hamilton Township, Warren County, Ohio</b><br/>Attn: Jeff Wright, Administrator<br/>7780 South State Route 48,<br/>Hamilton Township, Ohio 45039<br/>jwright@hamilton-township.org</p> <p>With a copy via e-mail only to:</p> <p>Sarah J. Sparks<br/>Bricker Graydon Wyatt, LLP<br/>ssparks@bricker.com</p> |
|---|---|

14. Miscellaneous.

(a) Brokers. Seller has engaged, Tammy Doughman as Seller's real estate agent in connection with this transaction ("**Seller's Broker**"). At Closing, Seller shall be responsible to pay all commissions due to Seller's Broker. Buyer shall have no obligation for the payment of any commission to Seller's Broker. Buyer and Seller each represent and warrant to each other that they dealt with no person or entity other than Seller's Broker in connection with, nor has any other broker had any part in bringing about, this transaction.

(b) As-Is. Buyer acknowledges that it is being given ample opportunity to perform due diligence inspections with respect to the Property and at Closing Buyer will accept the Property in "as is" condition, without any representation or warranty from Seller except as expressly set forth in this Agreement.

(c) Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their respective heirs, personal representatives, executors, administrators, successors and permitted assigns.

(d) Acknowledgement. The Parties hereby represent and warrant that they are entering into this Agreement voluntarily, without any duress or undue influence. Authorized

representatives of both Parties have carefully read this Agreement, and understood and negotiated its terms in good faith, with the opportunity to seek the representation and advice of an attorney of their respective choice, if so desired prior to executing this Agreement.

(e) Timing. Time is of the essence for this Agreement. The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday, or legal holiday, in which event the last day shall also be excluded.

(f) Assignment. Neither Party shall assign this Agreement, in whole or in part, without the other Party's express written consent to such assignment. Any unauthorized assignment of the Agreement by either Party shall be deemed null and void.

(g) Governing Law. This Agreement shall be governed by and construed under the laws of the State in which the Property is located.

(h) Severability. Any provision(s) of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

(i) Waiver. Any failure by either Party to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision in the future, and such Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

(j) Amendment. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in a written instrument signed by each Party or an authorized representative of each Party.

(k) Counterparts. This Agreement may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same Agreement.

(l) Entire Agreement. This Agreement, including any exhibits attached hereto, embodies the entire agreement and understanding between the Parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

**[REMAINDER LEFT BLANK – SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

**SELLER:**

\_\_\_\_\_  
Mary E. Holliday

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

**BUYER:**

**Board of Trustees of Hamilton Township,  
Warren County, Ohio**

By \_\_\_\_\_  
Jeff Wright, Township Administrator

**SELLER'S AGENT:**

\_\_\_\_\_  
Tammy Doughman

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

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

**Exhibit A**  
(Depiction of Property)

