

FAIRFIELD TOWNSHIP
RESOLUTION NO. 26-46

**RESOLUTION AUTHORIZING ADMINISTRATOR TO EXECUTE ALL
DOCUMENTS NECESSARY FOR THE SALE OF PROPERTY LOCATED AT 2659
TYLERSVILLE ROAD**

WHEREAS, the Fairfield Township Board of Trustees (Board) currently owns .63 acres of property in Fairfield Township, Butler County, Ohio, parcel number A0300013000018; and

WHEREAS, the sale of said parcel to **MOVIEAUTO10 LLC**, an Ohio limited liability company (“**Buyer**”) will contribute to the health, safety, welfare and economic development for the residents of Fairfield Township; and

WHEREAS, the Township has determined that the parcel does not have any governmental or public need, use or purpose; and

WHEREAS, the Township has determined that the property should be disposed of through a negotiated sale to an interested buyer for economic development; and

WHEREAS, the Township may sell property upon unanimous vote by the Board of Trustees and by Resolution to authorize the transfer of property to any person upon what terms are agreed upon between the Board and the purchaser.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows:

SECTION 1: The Board hereby authorizes the Township Administrator to execute all documents necessary to transfer Parcel No. A0300013000018 as set forth in the Purchase and Sale Agreement attached hereto and incorporated herein by reference as Exhibit A.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to R.C. 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3: This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this 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 §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 14, 2026

Board of Trustees

Vote of Trustees

Michael Berding: _____

yes

Shannon Hartkemeyer: _____

yes

Joe McAbee: _____

yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 14th day of April, 2026.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz
Shelly Schultz, Fairfield Twp Fiscal Officer

L. E. Barbieri
Katherine L. Barbieri, Twp Law Director

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made as of the Effective Date (as defined in Section 20 below), between **Board of Trustees, Fairfield Township, Butler County, Ohio** ("Seller"), and **MovieAuto10, LLC**, an Ohio Limited Liability Company, ("Purchaser").

WHEREAS Seller is the owner of the land located at 2659 Tylersville Road, Fairfield Township, Butler County, Ohio, (the "Land"), and all improvements (the "Improvements") located on the Land, being approximately .63 acres, and identified as Butler County Auditor parcel A0300013000018, (collectively the "Property"); and

WHEREAS Purchaser desires to purchase the Property from Seller, and Seller desires to sell the Property to Purchaser, subject to the terms, conditions and contingencies of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Purchase

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property. The sale and purchase shall include all right, title and interests of Seller in and to the Property, including but not limited to:

- (a) All easements, rights-of-way, privileges, appurtenances and other rights, if any, pertaining to the Property.
- (b) All trees and shrubs located on the Property.
- (c) Any strips or gores of land relating to the Property; and
- (d) All right, title and interest of Seller to any land lying in the bed of any street, alley or road (open or proposed) abutting the Property.
- (e) All articles of personal property, if any, owned by Seller and located on the Property as of the date hereof and used in the operation or maintenance of the Property, including, without limitation, heating, ventilation

and air conditioning systems and equipment, appliances, furniture, tools and supplies.

2. Purchase Price and Earnest Money Deposit

The "Purchase Price" for the Property shall be FOUR HUNDRED TEN THOUSAND and 00/100 DOLLARS (\$410,000.00). The Purchase Price, as adjusted for any prorations and/or credits as set forth herein, shall be paid in cash, certified check, cashier's check, official bank check, title company check, attorneys' trust account check, or wire transfer, upon delivery of deed at "Closing." Within three (3) business days after the Effective Date, Purchaser shall pay the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Earnest Money Deposit"), to American Home Land Title Title Agency, Inc. (the "Escrow Agent") as an earnest money deposit which shall be deposited in Escrow Agent's trust account. The Earnest Money Deposit shall be applied toward the Purchase Price at closing. If Purchaser terminates this Agreement pursuant to the provisions of Paragraph 10, then such Earnest Money Deposit shall be returned to Purchaser. If Purchaser terminates this Agreement for any other reason than as provided at Paragraph 10, then such Earnest Money shall be forfeited by Purchaser and paid over by the Escrow Agent to Seller. Such forfeiture shall be in addition to any other rights of Seller because of Purchaser's unauthorized termination.

3. Contingencies

None affecting Purchaser, as Purchaser is paying cash, without financing. and Purchaser has inspected the premises and is taking "As-Is." This Agreement is contingent upon approval by the Board of Trustees, Fairfield Township, Butler County, Ohio.

4. Warranties and Representations

To induce Purchaser to enter into this Agreement, Seller warrants and represents to Purchaser, that to the best of its knowledge, as follows:

(a) As of the date hereof and the date of Closing, all real estate taxes and assessments, and all governmental charges with respect to the Property, will be current.

(b) Seller will permit no new mortgages, easements, leases, agreements, restrictions, liens or other encumbrances or rights in third parties to be placed on the Property, or any modifications to be made to any existing mortgages, easements, leases, agreements, restrictions liens or other encumbrances, through the date of Closing, unless such mortgage, lease, easement, agreement, restriction, lien, or encumbrance will be extinguished or released at Closing.

(c) Seller will maintain the Property in good order, condition and repair and continue to operate and manage the same for its present use and not take or permit any act that might impair the value or usefulness of the Property and not make or obligate itself to make any material alterations to the Property, through the date of Closing.

(d) There is no pending or threatened foreclosure action, condemnation proceeding, assessment, lawsuit or order affecting Seller or the Property, nor to the best of Seller's knowledge is any such foreclosure action, proceeding, assessment, lawsuit or order contemplated by any person, entity or governmental authority.

(e) Seller has complied with all applicable laws, ordinances, building code regulations, statutes, rules and restrictions relating to the Property, and there are no governmental orders affecting the Property relative to any alleged violation of any of the foregoing.

(f) The Property is free from all city, county, state and federal orders affecting the Property, except restrictions and easements of record.

(g) There has not been any release of Hazardous Substances on or about the Property; there are no asbestos-containing materials within, on the exterior or about the Property; and the Property is in full compliance with all local, state and federal laws, including without limitation all Environmental laws. "Environmental Laws" means any local, state or federal law, rule, regulation or ordinance pertaining to environmental regulation, contamination or clean-up, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation Recovery Act, or other federal or state super-lien or environmental clean-up statutes, as amended, and all Environmental Regulations. "Hazardous Substances" means and includes all hazardous and toxic substances, wastes or materials, any pollutants or contaminants, or other similar substances, or materials which are included under or

regulated by Environmental Laws, as well as PCB's, petroleum hydrocarbons and materials containing any measurable quantity of asbestos fiber. "Environmental Regulations" means all applicable federal, state and local governmental agency environmental statutes, ordinances, rules, notices, regulations, standards, permits, orders and any other governmental requirements relating, by way of example and not limitation, to the following: (i) the spill, leak, discharge, emission or release of any Hazardous Substances, to the air, surface water, groundwater or soil; (ii) the storage, treatment, disposal or handling of any Hazardous Substances; and (iii) the construction, operation, maintenance, repair or closing of aboveground or underground storage tanks, containers, piping or impoundments containing Hazardous Substances.

(h) The undersigned Seller constitutes the sole owner of the Property, and no other person or entity has any right, title or interest in the Property.

(i) Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1996, as amended.

(j) Seller has not caused or authorized any work to be performed on the Property and no supplies, materials or equipment to have been authorized by Seller to be furnished for use at or incorporated into the Property for which a mechanics lien or other lien could be asserted against the Property or against the owner of the Property

(k) The consummation of the transaction contemplated herein will not violate any provision of any agreements, regulations or laws to which the Seller or the Property is subject or bound and will not result in the acceleration of any obligation under any mortgage, lien, indenture, lease, agreement, instrument, court order, judgment or decree by which Seller or the Property is bound and will not violate any other restriction of any kind or character to which Seller or the Property is subject.

In order to induce Seller to enter into this Agreement, Purchaser warrants that Purchaser will maintain the Property in good order, condition and repair, and shall obtain all necessary permits as required for its intended uses and shall utilize the premises in conformity with all applicable zoning laws and regulations in effect, including but not limited to

the construction of privacy fencing and screening in the rear of the property to residential properties. All business, services and processing shall be conducted wholly within a completely enclosed building unless expressly permitted otherwise by all applicable zoning laws and regulations in effect. These warranties and representations of Purchaser shall survive the closing of this Agreement.

5. Closing and Possession

Closing shall occur at a location selected by Purchaser, at a time mutually agreeable to the parties, on or before April 14, 2026, or on such other date as the parties may mutually agree in writing.

Complete and exclusive actual possession of the Property shall be given to Purchaser at Closing.

6. Title and Survey

(a) Purchaser may, at Purchaser's discretion, and at Purchaser's sole cost, procure: (i) from a title company selected by Purchaser (the "Title Company") a title commitment for an Owner's ALTA Policy of Title Insurance insuring Purchaser's interest in the Property, with such optional items as Purchaser may elect to obtain; and (ii) a survey of the Property. If any such title commitment or survey of the Property discloses matters objectionable to Purchaser, in its sole and absolute discretion, Purchaser shall notify Seller of such objections no later than the Exercise Date. Seller shall then have the option, within seven (7) days after receipt of such notice (the "7 Day Period"), to remove or discharge the same. In the event that Seller is unwilling or unable to remove or discharge any such objectionable matters within the 7 Day Period: (i) Purchaser shall be entitled to remove and discharge any such matters that constitute monetary liens (other than existing mortgage liens that are to be discharged at Closing) and to deduct the actual cost thereof from the Purchase Price; (ii) Purchaser may elect to attempt for up to fourteen (14) days to remove any other objectionable matters at its sole cost and expense (and notwithstanding anything herein to the contrary, Closing shall be delayed as deemed necessary by Purchaser in order to permit Purchaser sufficient time to do so); or (iii) Purchaser shall be entitled to terminate this Agreement by giving notice to Seller within seven (7) days after the expiration of the 7 Day Period. Notwithstanding anything contained herein to the contrary, Purchaser shall be entitled to obtain updated searches of title and survey information after

the date Purchaser notifies Seller of its original objections, through and including the time of Closing. If any matters objectionable to Purchaser are disclosed thereby, then Purchaser shall be entitled to notify Seller of such matters and to cause Seller to remedy the same. In the event Seller is unable or unwilling to remedy such matters, Purchaser shall be entitled to those remedies as set forth above.

(b) At Closing, Seller shall convey to Purchaser, good, marketable and insurable fee simple absolute title to the Property by quit claim deed (the "Deed") in recordable format, free and clear and unencumbered, subject only to (i) real estate taxes and general assessments (if any) which are not yet due and payable, and (ii) restrictions, easements, agreements, and conditions of record which have been accepted by Purchaser pursuant to Section 6(a) above, and tenants' rights under existing Lease agreements.

7. Taxes, Assessments, Utilities

Real estate taxes and general assessments, income and expenses for the Property shall be prorated as of the date of Closing, with Seller responsible for the period prior to Closing and Purchaser responsible for the period after Closing. Note: to Seller's knowledge, the Property is currently tax exempt, although there is ongoing assessment of record. All utilities consumed on the Property before the Closing shall be at Seller's expense. Seller shall arrange with all utility companies for a billing up to the date of Closing and shall be responsible for payment of said bills. Any special assessments or delinquent real estate taxes and any penalties or interest thereon outstanding as of Closing will be satisfied at Closing by Seller.

8. Closing Costs

Purchaser shall bear the cost of recording the Deed in conjunction with the transaction contemplated hereby. Seller shall bear the cost of the real property conveyance fee, if any, but to the knowledge of Seller, this will be a tax-exempt conveyance, and cost of deed preparation. Each party shall be solely responsible for its legal fees incurred in connection with this transaction. Title insurance premiums and commitment fees, if applicable, shall be the responsibility of Purchaser.

9. Seller's Deliveries

At Closing, Seller shall execute and deliver to Purchaser:

(a) The Deed

(b) An affidavit and such other certificates or affidavits as Purchaser may reasonably request in order to establish that Seller is not a foreign person, as defined in Internal Revenue Section 1445(b)(2), as amended.

(c) An affidavit relative to mechanic's liens and related matters, and other certificates and documents as reasonably required by Purchaser and the Title Company.

(d) A settlement statement in form mutually acceptable to Seller and Purchaser.

(e) A 1099-S information form for tax reporting purposes, as may be applicable.

(f) All keys, lock combinations, access cards and security codes for the Property, if applicable.

(g) All permits, plans and specifications, operating manuals and guaranties and warranties with respect to the Property to the extent they are in the possession or control of Seller and have not otherwise been delivered to the Purchaser; and

(h) All other documents necessary or desirable to effectuate this Agreement.

10. Termination

Purchaser shall have the right to terminate this Agreement, without liability, without limiting Purchaser's other rights and remedies hereunder in law and in equity, in the event:

(a) that any of Seller's warranties or representations contained herein are violated or are untrue; or

(b) that Seller fails or is unable to deliver title to the Property to Purchaser as required by Section 6 above.

11. Condemnation

Purchaser shall have the right, in the event that all or part of the Property is subject to a bona fide threat of condemnation, or is taken in the exercise of the power of eminent domain, or by way of sale in lieu thereof, by written notice to Seller, to elect to cancel this Agreement prior to the Closing, in which event the parties shall be released from all liability hereunder (except for those liabilities which expressly survive termination of this Agreement). If no such election is made by Purchaser, this Agreement shall remain in full force and effect and the purchase and sale contemplated herein, less any interest taken by condemnation or by sale in lieu of condemnation, shall be effected with no further adjustment, and Seller shall, at Closing, assign to Purchaser all of Seller's right, title and interest in and to any award that has been or that may thereafter be made for such taking. Seller shall immediately notify Purchaser if the Property or any portion thereof becomes the subject of a condemnation proceeding.

12. Fire or Casualty

Risk of loss to the Property shall be borne by Seller until Closing, and Seller agrees that upon Closing the Improvements constituting part of the Property shall be in the same condition as they are on the Effective Date, reasonable wear and tear excepted; provided, that if the Property is damaged or destroyed prior to Closing, Seller shall promptly notify Purchaser thereof, and Purchaser may elect either (i) to proceed with the purchase of the Property in its damaged condition, in which event Purchaser shall be entitled to all insurance money, if any, payable to Seller as compensation for such damage or destruction under any and all policies of insurance covering the Property so damaged or destroyed, together with a sum equal to Seller's deductible under such policies, and the Closing shall be delayed pending notification by the insurance company of the amount of such insurance proceeds, or (ii) to cancel this Agreement, in which event the parties shall be released from all liability hereunder (except for those liabilities which expressly survive termination of this Agreement). If Purchaser elects to cancel this Agreement, Purchaser shall so notify Seller in writing on or before thirty (30) days after Purchaser has been notified by Seller of the amount of all insurance money, payable to Seller as compensation for such damage or destruction under any and all policies of insurance covering the Property so damaged or destroyed, together with a sum equal to Seller's deductible

under such policies. Failure by Purchaser to notify Seller shall constitute an election to cancel this Agreement.

13. Entire Agreement

This Agreement shall constitute the entire agreement of the parties, and no oral agreements shall vary the terms of this Agreement. Purchaser may freely assign its interest in, and rights and obligations under, this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

14. Brokers

Seller and Purchaser each represents and warrants to the other that it has not employed, retained or consulted any broker, agent, or finder in connection with this Agreement or the purchase and sale referred to herein, and Purchaser shall indemnify and hold the Seller harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages (including costs and reasonable attorneys' fees actually incurred in connection with the enforcement of this indemnity) which may be asserted or recovered against the Seller on account of any brokerage fee, commission or other compensation arising by reason of the Purchaser's breach of this representation and warranty. This paragraph shall survive the Closing or any termination of this Agreement.

15. Notices

All notices, requests, or other communications desired or required to be given under this Agreement shall be in writing and shall be deemed delivered upon receipt, and shall be sent by: (a) certified mail, return receipt requested, postage prepaid; (b) national prepaid overnight delivery service; (c) telecopy or other facsimile transmission, provided a hard copy is also delivered by one of the other permitted methods of delivery described in this Section 15 (in which event the notice, request or other communication shall be deemed delivered on the date sent by telecopy or other facsimile transmission); (d) personal delivery with receipt acknowledged in writing; or (e) email, provided a copy is also delivered by one of the other permitted methods of delivery described in this Section 15 (in which event the notice, request or other communication shall be deemed delivered on the date sent by email), as follows:

If to Seller: Kimberly A. Lapensee, Fairfield Township
Administrator

6032 Morris Road, Fairfield Township, OH 45011

klapensee@fairfieldtwp.org

with copy to: Katie Barbieri, Law Director

kbarbieri@smbplaw.com

If to Purchaser: _____

Either party may change its address for notice purposes by delivering notice of the new address to the other party pursuant to this Section 15.

16. Counterparts

This Agreement may be executed in any number of counterparts, including faxed or emailed (pdf) counterparts, with the same effect as if all parties hereto had signed the document. All counterparts shall be construed together and constitute one agreement.

17. Legal Construction

In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any

other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. No Waiver

No delay or omission by any party to exercise any right or power conferred by this Agreement will impair any such right or power or be considered to be a waiver of any such right or power, unless expressly provided in this Agreement. No asserted waiver by a party will have any force or effect unless it is in writing signed and delivered by such party.

19. Choice of Law; Dates

This Agreement will be governed by, construed, interpreted and enforced under the laws of the State of Ohio. As used herein, the phrase "business days" shall be deemed to mean all days other than Saturdays, Sundays and legal holidays in the state in which the Property is located and those days on which banking institutions in such state are authorized by law to close for business. When calculating the period before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-business day, the period in question shall end on the next succeeding business day.

20. Effective Date

This Agreement shall be binding and enforceable on Purchaser and Seller only if Seller and Purchaser each deliver an executed copy of this Agreement to the other on or before 5:00 PM, EDST, Ohio time, April 6 _____, 2026 (and the date of the later of their signatures shall be the "Effective Date").

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has executed this Real Estate Purchase Agreement on the dates below, but as of the Effective Date.

SELLER:

Kimberly Lyrause

Date: 4.14.26

PURCHASER:

Date: _____