

The Board of Park Commissioners of the Anderson Township Park District, Hamilton County, Ohio (the “Park District”), met in special session at 8249 Clough Pike, Cincinnati, Ohio, on July 11, 2023 at 6:00 p.m., with the following members present:

- Dominic Wolfer, President**
- Matt Delaney, Vice President**
- Julie Bissinger**
- Colin Ramsey**
- Tom Turchiano**

**Mr. Delaney** moved, and **Mrs. Bissinger** seconded, the adoption of the following resolution:

**RESOLUTION NO. 2023-07**

**A RESOLUTION PROVIDING FOR THE APPROVAL OF AN AGREEMENT TO PURCHASE AND SELL REAL ESTATE WITH BEECH ACRES, DBA BEECH ACRES PARENTING CENTER, AND AUTHORIZING THE EXECUTION THEREOF**

**WHEREAS**, since 1993, the Park District had leased and operated the property containing the athletic fields at the Beech Acres Parenting Center (“Beech Acres”), and in 1997, the Park District acquired such property from Beech Acres and established Beech Acres Park, located at 6910 Salem Road, Cincinnati, Ohio 45230 (“Beech Acres Park”), which park was subsequently improved to include a multi-use facility in addition to the athletic fields and now consists of a number of amenities that cater to a wide variety of both passive and active recreational interests; and

**WHEREAS**, adjacent to Beech Acres Park are certain property and improvements, previously known as the Geiger Activities Center, the Geiger Building, the Geiger Center and the Beech Acres RecPlex, located at 6915 Beechmont Avenue, Cincinnati, Ohio 45230 (the “RecPlex”), which facility was leased to the Park District in 2004 by Beech Acres, and was acquired by Anderson Township, Hamilton County, Ohio (the “Township”) in 2018; upon its purchase of the RecPlex, the Township made certain improvements to the facility and continued to lease the RecPlex to the Park District for the purpose of operating and managing the facility and providing recreational programs for the benefit of the citizens of the Township and the Park District; and

**WHEREAS**, in connection with the acquisition of the RecPlex by the Township, the Park District agreed to reimburse the Township a portion of the purchase price thereof in the amount of \$500,000, and upon the payment of such reimbursement by the Park District, the Township has agreed to convey the RecPlex to the Park District, at which point the Park District will own both Beech Acres Park and the RecPlex; and

**WHEREAS**, the Park District maintains a continued license and service agreement with Beech Acres for the Equipment Garage and Premises (warehouse, barn, and grounds) located on

a portion of the property owned by Beech Acres and located at 6881 Beechmont Avenue, Cincinnati, Ohio 45230, which facilities and property were leased to the Park District in 2007 by Beech Acres for the purpose of operations and maintenance of Park District-wide parks and facilities; and

**WHEREAS**, in 2015, the Park District surveyed the citizens of the Park District regarding, among other things, the Park District's proposed purchase of the Beech Acres Parenting Center Campus located at 6881 Beechmont Avenue, Cincinnati, Ohio 45230 (the "Property"); approximately 71% of those surveyed supported the Park District's purchase of the Property, the reasons for which included land availability for the community's long-term future, including a new facility or expansion of the RecPlex that would provide multi-use athletic facilities, event and activity space, and an indoor walking trail; the Property's proximity to Beech Acres Park and the RecPlex; and the adverse impact to Beech Acres Park and the RecPlex as a result of alternative development on the Property; and

**WHEREAS**, pursuant to Section 511.23(B) of the Ohio Revised Code, this Board is authorized to acquire suitable lands and materials for Park District purposes; and

**WHEREAS**, this Board has determined, based on the results of the aforementioned survey of the citizens of the Park District and for the long-term benefit of the Park District, to acquire the Property from Beech Acres pursuant to the terms of an Agreement to Purchase and Sell Real Estate, by and between the Park District and Beech Acres (the "Purchase and Sale Agreement"), a form of which is attached hereto as *Exhibit A*;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Park Commissioners of the Anderson Township Park District, County of Hamilton, Ohio:

**SECTION 1.** That this Board hereby approves the Purchase and Sale Agreement, in substantially the form attached hereto as *Exhibit A*, and hereby authorizes and directs the Executive Director, the Financial Officer, or any member of this Board, or their designees, individually or in any combination (collectively, the "Authorized Representatives"), to finalize the terms of the Purchase and Sale Agreement and execute and deliver the Purchase and Sale Agreement, together with such changes therein not inconsistent with this resolution and not substantially adverse to the Park District, as may be approved by the Board member(s) or officer(s) of the Park District executing or approving the same, and the approval of such changes by such officer(s) and that such changes are not substantially adverse to the Park District or inconsistent with this resolution shall be conclusively evidenced by the execution of the same by such Board member(s) or officer(s). In addition, the Authorized Representatives are further authorized to take any and all actions necessary in order to effectuate the execution and delivery of the Purchase and Sale Agreement and related matters, including without limitation, providing for the execution and delivery of any additional agreements, certificates, and/or documents in such forms as shall be approved by legal counsel to the Board.

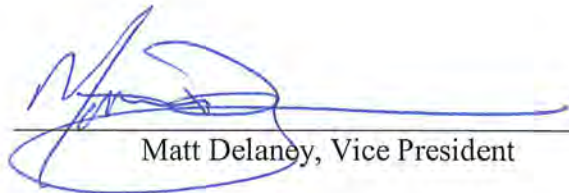
**SECTION 2.** That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SECTION 3.** That this resolution shall take effect immediately upon its adoption.

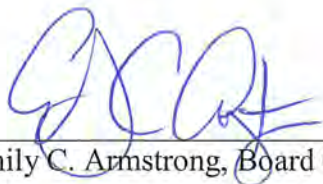
The roll being called upon the question of adoption of the resolution, the vote resulted as follows:

**Dominic Wolfer, President, no**  
**Matt Delaney, Vice President, yes**  
**Julie Bissinger, yes**  
**Colin Ramsey, yes**  
**Tom Turchiano, yes**

**ADOPTED:** July 11, 2023.

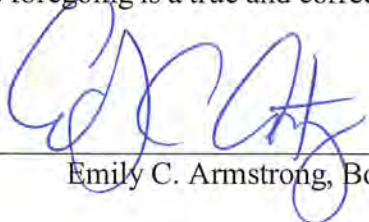
  
\_\_\_\_\_  
Matt Delaney, Vice President

Attest:

  
\_\_\_\_\_  
Emily C. Armstrong, Board Clerk

**CERTIFICATE**

The undersigned hereby certifies that the foregoing is a true and correct copy of Resolution No. 2023-07.

  
\_\_\_\_\_  
Emily C. Armstrong, Board Clerk

**EXHIBIT A**

**FORM OF AGREEMENT TO PURCHASE AND SELL REAL ESTATE**

[SEE ATTACHED]

## AGREEMENT TO PURCHASE AND SELL REAL ESTATE

This Agreement to Purchase and Sell Real Estate ("Agreement") made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between **Beech Acres, dba Beech Acres Parenting Center**, an Ohio non-profit corporation (hereinafter referred to as "Seller") with a mailing address of 615 Elsinore Place, Ste 500, Cincinnati, OH 45202 and the **Anderson Township Park District**, a political subdivision for the State of Ohio (hereinafter referred to as "Purchaser"), with a mailing address of 8249 Clough Pike, Cincinnati, Ohio 45244.

For good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties hereto, and in consideration of the premises, conditions and covenants herein contained, Seller and Purchaser do hereby mutually agree as follows:

1. Agreement to Purchase and Sell: Seller hereby agrees to sell and convey, and Purchaser hereby agrees to purchase real estate at **6881 Beechmont Avenue, Cincinnati, Ohio 45230**, Hamilton County Parcel I.D.: 500-0272-0474-002, as described or shown on Exhibit A attached hereto and made a part hereof, consisting of approximately 17.669 acres with all improvements of whatever kind thereon, together with all rights, privileges, easements and appurtenances pertaining thereto, including any right, title and interest of the Seller in and to the adjacent streets, roads, alleys and rights of way (the "Property"), all on the terms and at the purchase price as set forth hereinafter. Any tangible personal property physically located on the Property as of the Effective Date, excluding buildings and structures, at Seller's option, in its sole discretion, may be removed prior to the Closing. Any tangible personal property that is not removed by Seller prior to the Closing shall be deemed abandoned by Seller and Purchaser shall have the right to dispose of, and otherwise deal with, the same with no obligation to account for such disposal to Seller.

2. Purchase Price: The purchase price for the Property shall be Six Million, Three Hundred Thousand, and 00/100 Dollars (\$6,300,000.00) ("Purchase Price") payable as follows:

(a) The sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) shall be paid as earnest money deposit (the "Deposit") to Seller upon full execution of this Agreement. The Deposit shall be held by Seller without interest in accordance with the terms set forth in this Agreement and either (i) credited to the Purchase Price at the Closing (as defined in this Agreement); or (ii) returned to Purchaser if this Agreement is terminated by Purchaser pursuant to the exercise of any right of termination provided to Purchaser in this Agreement (including, but not limited to, Seller's default or the failure of any condition or contingency set forth in Paragraph 6). This Paragraph 2(a) shall survive the termination of this Agreement.

(b) At Closing, subject to adjustments and pro-rations, Purchaser shall pay to Seller the balance of the Purchase Price in cash, certified or cashier's check, or by wire transfer of immediately available funds.



3. Title: The Seller hereby covenants and agrees to convey marketable and insurable title to the Property to the Purchaser at the Closing by fiduciary deed or deed of limited warranty, respectively, in transferable and recordable form, in fee simple absolute, free, clear, and unencumbered, but subject to (a) all covenants, conditions, restrictions, easements, agreements and other matters of record (excepting any mortgage or related security documents on the Property which shall be released on or before the Closing date); (b) liens for real property taxes not yet due and payable; (c) zoning, building and land use laws applicable to the Property; (d) legal highways and rights of way; (e) any matters which would be disclosed by an accurate survey of the Property; and (f) other exceptions approved by Purchaser or caused by Purchaser.

4. Representations and Warranties of Seller: Except as may be disclosed in Seller's Records and in this Agreement, Seller hereby represents and warrants to "Seller's Current Actual Knowledge" the following to Purchaser for the purpose of inducing Purchaser to enter into this Agreement and to consummate the sale of the Property, each and all of which representations and warranties set forth in Paragraph 4 (a)-(j) shall be true as of the Closing.

(a) There have been no claims, notices, orders, or directives made or delivered to or served on Seller or Seller's agents or of which Seller or Seller's agents are aware, issued by any governmental department or agency having jurisdiction over the Property, affecting the Property any part thereof or requiring any work to be done upon or about the Property or any part thereof. There are no parties in possession of any part of the Property as lessees, tenants at sufferance or trespassers who have any right to remain on the Property or to use improvements on the Property after the Closing except as may be disclosed by Seller's Records.

(b) No proceedings are pending or threatened before any legal or administrative agencies having jurisdiction thereof affecting any of the Property or with respect to any real estate taxes, work orders or assessments on any of the Property, and there is not now pending nor threatened any litigation with respect to the ownership of any of the Property or the rights of Seller to enter into this Agreement and to convey any of the Property.

(c) All real and personal property taxes and assessments due as of the Closing have been or will be paid at Closing. There are no liens against the Property or any portion thereof for improvements, taxes, (except current, non-delinquent installments) or otherwise, and there are no claims pending which would result in the creation of any such liens, including but not limited to, liens for water, sewer, street, electrical current, or improvements in progress.

(d) The Property has access to and from public streets, or roads and there is no pending or threatened governmental proceeding which would impair or result in the termination of such access. Seller has not granted, to anyone, any easements or other rights of way or rights of ingress and egress on, over, or through the Property or any part thereof, which are not of record, except as may be disclosed in Seller's Records.

(e) Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any Hazardous Material (other than in de minimis amount or as permitted by Environmental Laws); and (ii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iii) knows of no prior use of the Property for storage or release of Hazardous Materials.

"Hazardous Material" means any substance injurious to public health or the environment which is or becomes regulated by any governmental authority and includes underground storage tanks and any substance which is: (a) defined as "Hazardous Substance" or "Hazardous Waste" pursuant to any provision of the United States Code, including United States Code sections commonly known as the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Superfund Amendments and Reauthorizations Act of 1986 and any amendments to any of the foregoing and regulations promulgated thereunder. The foregoing laws and any regulations promulgated thereunder are herein called "Environmental Laws."

(f) Seller has title to the exclusion of all other persons or entities to the fee simple interest in the Property, which is the subject matter of this Agreement and to be conveyed, assigned or otherwise transferred by Seller to Purchaser at the Closing; that Seller has an unrestricted right to so transfer; that there are no agreements, leases or understandings affecting the Property or improvements thereon other than those as have been or will be disclosed by the provisions of this Agreement; and that no work has been performed or labor, materials or equipment furnished to the Property for which the right to file a mechanic's lien may exist, or if any such mechanic's liens have been paid in full.

(g) Seller has not received notice of any violations of federal, state, or county law, regulations, or municipal ordinances, affecting the Property.

(h) Seller has not received any written or official notice or otherwise been notified or have any knowledge of any condemnation proceedings against the whole or any part of the Property.

(i) Seller is an Ohio non-profit corporation in good standing under the laws of the State of Ohio.

(j) The governing body of Seller gives full authority to Seller to sell the Property and neither the execution, delivery, and performance of this Agreement nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Seller.

As used in this Agreement, the term "Seller's Current Actual Knowledge" means the current actual knowledge of Joel Schellinger, Building Superintendent of Seller, without independent investigation or inquiry and without any implied or inferred duty to

make any investigation or inquiry ("Seller's Spokesperson"), it being understood by Purchaser that Seller's Spokesperson is not charged with knowledge of any of the acts or omissions of predecessors in title to the Property. Seller's Spokesperson is the representative of Seller with the primary responsibility for the oversight of the operation of the Property. Purchaser shall have the burden of establishing such actual, present, personal knowledge in the event of any alleged breach of any representation made to Seller's Current Actual Knowledge.

Purchaser shall, at its option, be entitled to cancel this Agreement and have returned the Deposit, if any representation or warranty set forth herein is determined not to be true at Closing. Seller shall advise Purchaser in writing of all facts known to Seller concerning any change in condition with respect to the above representations and warranties. For clarity, if any such representation or warranty changes and Purchaser obtains actual knowledge thereof prior to the expiration of the Contingency Period, and Purchaser does not exercise its right to terminate this Agreement during the Contingency Period, then Purchaser shall have no right to terminate this Agreement.

5. Representations and Warranties of Purchaser: Purchaser hereby represents and warrants the following to Seller for the purpose of inducing Seller to enter into this Agreement and to consummate the sale of the Property, each and all of which representations and warranties shall be true as of the Closing:

(a) Purchaser is a political subdivision of the State of Ohio, duly formed and in good standing under the laws of the State of Ohio.

(b) The governing body of Purchaser gives full authority to Purchaser to purchase the Property and neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Purchaser.

(c) There is not now pending or threatened any litigation with respect to the rights of Purchaser to enter into this Agreement or to purchase the Property. Purchaser is not subject to any law, order, decree, restriction, or agreement which prohibits or would be violated by this Agreement or the consummation of the transactions described in this Agreement.

(d) This Agreement constitutes, and each document and instrument contemplated hereby to be executed and delivered by Purchaser, when executed and delivered, shall constitute the legal, valid and binding obligation of Purchaser enforceable against Purchaser.

(e) Purchaser is not the subject of any bankruptcy or insolvency proceedings. Purchaser has not made an assignment for the benefit of creditors.

Seller shall, at its option, be entitled to cancel this Agreement and to retain the Deposit, if any representation or warranty set forth herein is determined not to be true at



Closing. Purchaser shall advise Seller in writing of all facts known to Purchaser concerning any change in condition with respect to the above representations and warranties.

6. Contingencies:

(a) This Agreement, and Purchaser's obligations hereunder, is expressly conditioned upon satisfaction of each and every one of the following conditions (collectively, "Due Diligence Conditions") between the Effective Date and one hundred and ten (110) days thereafter (the "Contingency Period"):

(i) Purchaser securing, at its expense, such land surveys, marketing surveys, engineering, structural inspections, soil boring, water, sanitary and storm sewer, utilities, topographic, hydro geological, traffic, economic feasibility and other similar studies, tests or investigations as Purchaser deems appropriate and to have satisfied itself in its sole discretion as to the condition of the Property.

(ii) That Purchaser shall determine at its expense and to its satisfaction, that sanitary sewers and all other necessary utilities sufficient to service Purchaser's proposed use of the Property as a public park are available at the property line of the Property, and that such sanitary sewers and utilities may be tapped into or connected into and may be extended into the Property.

(iii) That Purchaser may conduct or cause to be conducted, at its expense, an environmental audit or inspection of the Property (EPA Phase I test and/or Phase II test, if necessary), and such audit or inspection shall not have disclosed any condition which is unsatisfactory to Purchaser.

(iv) That Purchaser determines, at its expense, that the boundary lines of the Property are substantially the same as the depiction in Exhibit A attached hereto.

(v) That Purchaser determines, in its sole discretion, that any and all restrictions, covenants or easements that may touch and concern the Property are satisfactory.

(vi) That title search results be to Purchaser's satisfaction.

(vii) That the governing body of Seller approves this transaction and authorizes Seller to convey title to the Property as herein required and further authorizes the person signing below to so sign and to bind the Seller hereto.

(viii) That Purchaser's sale of bonds raises funds in a sufficient quantity to provide Purchaser with all amounts necessary to complete and close the sale/purchase transaction contemplated herein.

(b) If Purchaser is unable to satisfy its Due Diligence Conditions set forth above during the Contingency Period, Purchaser shall have the right to: (a) terminate this

Agreement by written notice to Seller on or before expiration of the Contingency Period in which case Seller shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations to the other under this Agreement, except any provisions that survive termination; or (b) waive the requirements and/or contingencies set forth in Paragraph 6 above and proceed with Closing.

(c) If Purchaser determines in its sole and absolute discretion that the Property is not acceptable, Purchaser shall provide written notice to Seller that it elects to terminate this Agreement no later than the last day of the Contingency Period ("Termination Notice") at which point this Agreement and the transaction contemplated herein shall terminate, the Seller shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations to the other under this Agreement, except for any provisions which survive termination. Notwithstanding the foregoing, in the event Purchaser elects to terminate this Agreement for failure of the contingency in Section 6(a)(viii) (Purchaser's sale of bonds fails to raise sufficient funds to complete and close the sale/ purchase transaction), then Twenty-Five Thousand Dollars (\$25,000.00) of the Deposit shall be retained by Seller and the balance of the Deposit shall be returned to Purchaser. This provision shall survive the termination of this Agreement.

(d) If Purchaser fails to deliver the Termination Notice to Seller no later than the last day of the Contingency Period, the Deposit shall become non-refundable, but applicable to the Purchase Price, and Purchaser shall proceed to Closing.

(e) Purchaser, at its expense, shall provide copies of all foregoing surveys, reports, studies, audits and inspections to Seller at Seller's request.

(f) Within five (5) business days after the Effective Date, Seller will deliver to Purchaser hard or digital copies of the due diligence items set forth on Exhibit B attached hereto relating to the Property to the extent they are in Seller's possession (collectively, "Seller's Records"). If this Agreement is terminated, Purchaser shall return to Seller, or destroy, all of Seller's Records provided to Purchaser. If Purchaser determines that it is necessary to obtain one or more approvals from any governmental or quasi-governmental authority, or private party in order to satisfy any of the Due Diligence Conditions, then Seller will execute any documents reasonably necessary, in a form acceptable to Purchaser, and otherwise reasonably cooperate with Purchaser to assist in obtaining any such approvals. Notwithstanding the foregoing, Seller shall not incur any expense in cooperating with Purchaser's requests and any approvals to be obtained by Purchaser shall not go into effect until Closing occurs.

7. Closing and Closing Pro-Rations: Closing shall occur within ten (10) days after the expiration of the Contingency Period or sooner per agreement of the parties. The Closing shall be held at a time and place mutually agreeable to Seller and Purchaser. Real estate taxes and assessments, if any, and utilities shall be prorated to the date of Closing based upon the latest available bills such that Purchaser shall be responsible for such costs commencing on the date of Closing. Seller shall pay all transfer taxes required to be paid upon conveyance. Purchaser shall pay for the cost of recording the deed and the costs of Purchaser's title commitment, title policy and survey. The parties shall equally

share the cost of any third-party closing agent's fees to close the transaction. Both parties shall execute a closing statement conforming to the prorations and other relevant provisions of this Agreement and any other reasonable and customary documents and instruments required to complete the transactions contemplated by this Agreement, including all requisite resolutions or actions of a party approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.

8. Possession; Purchaser's Entry prior to Closing: Possession will be delivered by Seller to Purchaser at Closing. Purchaser and its agents may come onto the Property by providing Seller with reasonable advance notice to conduct its tests and make its investigations. To the extent permitted by applicable law, Purchaser shall indemnify and hold Seller harmless from any damages caused by the performance of any tests or investigations. Purchaser represents that it maintains sufficient commercial general liability insurance coverage pertaining to its due diligence investigations on the Property with commercially reasonable limits and shall continue to maintain such insurance until this Agreement is terminated or Closing occurs. In the event Purchaser or its agents cause damage to the Property, Purchaser shall promptly restore the Property to the condition existing prior to Purchaser's entry thereon. This Paragraph 8 shall survive the termination of this Agreement or Closing.

9. Notices: Any notice or demands to be given by one party to the other as required by this Agreement or otherwise shall be delivered by overnight courier service, or by electronic mail, or by overnight delivery to the individual at the address listed below and to any other person or persons at said address as Purchaser or Seller may designate, unless, the other party shall have been notified promptly of a change of address in writing and said notice of change of address shall have actually been received by said party prior to the time of mailing of any other notice. Any such notice shall be deemed to have been delivered and given, forty-eight (48) hours after the postmark thereof. Notices shall be sent as follows:

Seller: Beech Acres Parenting Center  
Attn: Brittany A. Speed, Chief Financial Officer  
615 Elsinore Place, Ste 500  
Cincinnati, Ohio 45202  
Telephone: (513) 233-4686  
Email: [bspeed@beechacres.org](mailto:bspeed@beechacres.org)

Copy to: Frost Brown Todd LLP  
Attn: Christina M. Sprecher, Esq.  
3300 Great American Tower  
301 E. Fourth Street  
Cincinnati, OH 45202  
Telephone: (513) 651-6105  
Email: [csprecher@fbtlaw.com](mailto:csprecher@fbtlaw.com)

Purchaser: Anderson Township Park District

Attn: Ken Kushner  
8249 Clough Pike  
Cincinnati, Ohio 45244  
Email: [KKushner@AndersonParks.com](mailto:KKushner@AndersonParks.com)

Copy to: Paul R. Boggs III  
JSB Attorneys, PLLC  
334 Beechwood Road, Ste 303  
Ft. Mitchell, Kentucky 41017  
Email: [pboggs@jsbattorneys.com](mailto:pboggs@jsbattorneys.com)

10. Titles: All titles, captions, and headings contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

11. Entire Agreement: This Agreement expresses the entire understanding and agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements (except those contemplated hereunder or executed contemporaneously herewith), and all understandings, negotiations, or discussions of the parties, whether oral or written, and there are no warranties, representations, or agreements between the parties in connection with the subject matter hereof except those expressly set forth herein.

12. Miscellaneous Provisions:

(a) No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

(b) This Agreement shall not be altered, amended, changed, waived, terminated, or modified in any respect or particular unless the same shall be in writing and signed by both parties.

(c) This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(d) If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

(e) There shall be no personal liability of Seller's officers, employees, agents, directors, or trustees pursuant to this Agreement, unless such individual makes representations to Purchaser with an intent to defraud Purchaser.

(f) Unless expressly provided in this Agreement, no covenant, warranty, or representation shall survive the termination of this Agreement or Closing.

(g) This Agreement shall be governed by the laws of the State of Ohio.



13. Assignment of Agreement: This Agreement shall be binding on the respective successors, and to the extent assignable, on the assigns or nominees of the parties hereto, but the parties' obligations, including the original parties to this Agreement, shall continue hereunder. Without the prior written consent of Seller, Purchaser shall not have the right to assign its interest in this Agreement at any time to any person or corporate entity.

14. Further Cooperation: Seller and Purchaser agree that at any time, or from time to time, on or before and after the Closing, they will, on request of the other, execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order fully to effectuate the purposes of this Agreement.

15. Counterparts: This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the document, including by scanned signatures and/or electronic signatures (i.e., E-Signature counterparts by Adobe, DocuSign, etc.) delivered to the parties by electronic mail. All counterparts shall be construed together and constitute one agreement.

16. Time is of the Essence: Time is of the essence to this Agreement.

17. Broker: Except for Seller's broker, Cushman & Wakefield (the "Broker"), each party represents and warrants to the other that it has dealt with no other agent or broker who has in any way participated in the sale of the Property. To the extent permitted by applicable law, each party hereby agrees to indemnify and hold the other harmless from and against the claim of any broker or agent claiming a commission by, through, or under the indemnifying party, except as expressly set forth hereinabove. Seller shall pay all broker fees due to Broker. This Paragraph 17 shall survive the Closing.

18. Default:

(a) If Purchaser shall default in the performance of its obligations under this Agreement, and the Closing does not occur as a result thereof, Seller shall have the right to elect, upon written notice to Purchaser, to (a) terminate this Agreement and retain the Deposit, or (b) waive Purchaser's default and proceed to close the transactions contemplated hereby, or (c) pursue any and all legal remedies available to Seller if Seller so chooses.

(b) If Seller shall default in the performance of its obligations under this Agreement and Purchaser is ready, willing, and able to close in accordance with the terms, provisions and conditions of this Agreement, and the Closing does not occur as a result thereof, Purchaser shall be entitled, upon written notice to Seller, to (a) terminate this Agreement and receive the Deposit, or (b) seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within thirty (30) days after such default, or (c) waive the default and proceed to close the transactions contemplated hereby, or (d) pursue any and all legal remedies available to Purchaser.

19. Condemnation; Destruction. If, prior to the Closing, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) or if a material part of the Property is damaged or destroyed by fire or other casualty prior to the Closing, Seller shall immediately notify Purchaser of that fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller not later than ten (10) days after receipt of Seller's notice; in which case, all obligations of Seller and Purchaser hereunder will be extinguished except for those that survive the termination of this Agreement, and the Deposit shall be returned to Purchaser. If Purchaser does not terminate this Agreement within such ten (10) day period, the parties shall continue to the Closing without any reduction in the Purchase Price and/or other consideration.

20. As Is:

(a) Except as expressly set forth in this Agreement, Purchaser is expressly purchasing the Property in its existing condition "AS IS, WHERE IS, AND WITH ALL FAULTS," and Seller has no obligation to determine or correct any such faults, circumstances, conditions or defects or to compensate Purchaser for same. Purchaser is and shall be relying strictly and solely upon its own inspections and examinations, the information expressly specified herein (including Seller's express representations and warranties set forth in Paragraph 4 (a)-(j) of this Agreement), and the advice and counsel of its own consultants, agents, legal counsel, and officers.

(b) Except as expressly set forth in this Agreement, Purchaser hereby disclaims all warranties of any kind or nature whatsoever (including, without limitation, warranties of habitability and fitness for particular purposes), whether expressed or implied including, without limitation warranties with respect to the Property. Except as is expressly set forth in this Agreement, Purchaser acknowledges that it is not relying upon any representation of any kind or nature made by Seller or any of its members, partners, shareholders, officers, directors, employees, or agents with respect to the Property, and that, in fact, except as expressly set forth in this Agreement, no such representations were made. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order.

(c) Except as expressly provided in this Agreement, Seller makes no warranty with respect to the presence of Hazardous Materials on, above or beneath the Property (or any parcel in proximity thereto) or in any water on or under the Property.

(d) Purchaser shall rely solely upon Purchaser's own knowledge of the Property based on its investigation of the Property and its own inspection of the Property in determining the Property's physical condition. Except as expressly set forth in this Agreement, Purchaser releases Seller and its respective successors and assigns from and against any and all claims which Purchaser or and its respective successors and assigns has or may have arising from or related to any matter or thing related to or in connection with the Property. This release shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and

unsuspected claims, damages and causes of action. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order.

(e) The provisions of this Paragraph 20 shall survive the Closing or the earlier termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

[End of document. Signatures begin on next page.]

[Seller's Signature Page to Purchase and Sale Agreement.]

SELLER:

Beech Acres, an Ohio non-profit corporation, d/b/a  
Beech Acres Parenting Center

DocuSigned by:  
*Laura Mitchell*  
E974F24C52CF427

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By: Laura Mitchell

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Its: President & CEO

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Date: 7/21/2023

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[Purchaser's Signature Page to Purchase and Sale Agreement.]

PURCHASER:

Anderson Township Park District, a political  
subdivision for the State of Ohio

DocuSigned by:



49CAB83B7E044A1

By: Ken Kushner

Its: Executive Director

Date: 7/21/2023

# Exhibit A

## Property Description

13874 01074



Anderson Township Planning  
with Zoning Department  
Anderson Center  
7850 Five Mile Road  
Anderson Township, OH 45220-2356

CINCINNATI  
COLUMBUS  
DAYTON  
LOUISVILLE  
6305 Centre Park Drive  
West Chester, OH 45069  
phone ► 513.779.7851  
fax ► 513.779.7852  
www.kleingers.com

ANDERSON TOWNSHIP  
ZONING APPROVAL FOR LAND DIVISION

Legal Description  
17.669 Acres

APPROVED BY *[Signature]* DATE 2/20/2019

Situated in T. Blands Military Survey # 620, Anderson Township, Hamilton County, Ohio being part of the tract of land as conveyed to Beach Acres in O.R. 13624 Pg. 1412.

Beginning at a pipe found in the east line of a tract of land conveyed to NP Anderson LLC in O.R. 13629 Pg. 1916, said point being S83°06'39"E, a distance of 281.54 feet from the northeast terminus of Davlin Avenue;

Thence along said east line, N29°48'41"W, a distance of 122.33 feet to a set 5/8" iron pin in the south line of a 5.798 acre tract of land conveyed to NP Anderson, LLC in O.R. 13629 Pg. 1916;

Thence along the south lines of said 5.798 acre tract the following seven (7) Courses:

1. N53°16'01"E a distance of 76.82 feet to a found 5/8" iron pin;
2. N17°20'08"E a distance of 66.56 feet to a found 5/8" iron pin;
3. N32°29'16"E a distance of 127.87 feet to a found 5/8" iron pin;
4. N46°17'10"E a distance of 102.12 feet to a found 5/8" iron pin;
5. N24°00'54"E a distance of 70.09 feet to a found 5/8" iron pin;
6. N08°00'35"E a distance of 79.61 feet to a found 5/8" iron pin;
7. N48°26'58"E passing a found 5/8" iron pin at 33.35 feet a total distance of 99.56 feet to a point in the centerline of Beechmont Avenue;

Thence along said centerline the following ten (10) courses:

1. S46°42'57"E a distance of 74.24 feet;
2. S58°45'19"E, a distance of 123.20 feet;
3. S58°52'04"E, a distance of 91.01 feet;
4. S58°38'13"E, a distance of 16.38 feet;
5. S58°38'13"E, a distance of 71.61 feet;
6. S58°44'50"E, a distance of 54.84 feet;
7. S58°39'07"E, a distance of 56.01 feet;
8. S58°32'38"E, a distance of 67.18 feet;
9. S58°00'26"E, a distance of 67.20 feet;
10. S52°51'02"E, a distance of 35.02 feet;

Thence S05°41'41"W, a distance of 36.13 feet to a found 5/8" iron pin;

Thence S46°51'27"E, a distance of 139.75 feet;

Thence along new division lines the following five (5) courses:

1. S04°33'45"W, a distance of 496.83 feet to a set 5/8" iron pin;
2. N85°26'15"W, a distance of 199.25 feet to a set 5/8" iron pin;
3. S04°33'45"W, a distance of 227.91 feet to a set 5/8" iron pin;
4. N85°26'15"W, a distance of 43.63 feet to a set 5/8" iron pin;

INSPIRED PEOPLE ► CREATIVE DESIGN ► TRANSFORMING COMMUNITIES

*Balance*  
500 - 272 - 472 }  
500 - 340 - 378 }  
Cours

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER  
Tax Map - 3/4/19M  
CARIS - 3-5-19 AT

*SS Beechmont Ave*  
*17.669 Ac*  
*Balance*  
*(500 - 272 - 472)*  
*(500 - 340 - 378)*  
*(500 - 272 - 474)*  
*(500 - 340 - 379)*  
Cours =

13874 01075

THE  
KLEINGERS  
GROUP



5 S37°59'45"W, a distance of 269.61 feet to a set 5/8" iron pin in the east line of a tract of land conveyed to Lori A. Beahr in OR 13373 Page 1816,

Thence N29°44'24"W a distance of 921.23 feet to the Point of Beginning.

Containing 17.669 acres of land, more or less, being subject to all easements and restrictions of record.

Bearings are based on the Ohio State Plane Coordinate System - South Zone.

Randy C. Wolfe 2-15-19  
Randy C. Wolfe Date  
Ohio Professional Surveyor #8033



TRANSFER  
APPROVED  
J.H.  
3.6.19

# SITE PLAN LAYOUT

