

RESOLUTION NO.: 2019-R31 (AMENDED MAY 14, 2019)
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: APRIL 9, 2019 ASSIGNED TO: _____

PLANNING

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND ENTER INTO AGREEMENTS WITH THE SUMMIT COUNTY LAND REUTILIZATION CORPORATION FOR THE PURPOSE OF DEMOLITION OF STRUCTURES ON IDENTIFIED PARCELS OF LAND; AND, AUTHORIZING THE TRANSFER OF PARCELS AS NEEDED BETWEEN THE CITY AND SUMMIT COUNTY LAND REUTILIZATION CORPORATION, ~~DONATING REAL ESTATE OWNED BY THE CITY OF GREEN TO SUMMIT COUNTY LAND REUTILIZATION CORPORATION FOR THE PURPOSE OF DEMOLITION OF THE STRUCTURES ON THE PROPERTY AND ACCEPTING THE LAND FROM THE SUMMIT COUNTY LAND REUTILIZATION CORPORATION TO THE CITY OF GREEN UPON COMPLETION OF THE DEMOLITION, AND DECLARING AN EMERGENCY.~~

WHEREAS, the Summit County Land Reutilization Corporation ("**SCLRC**") has a program under the Ohio Housing Finance Agency ("OHFA") Neighborhood Initiative Program to fund the demolition of structures; ~~and~~ **and redevelopment of the property; and**

WHEREAS, the City of Green may acquire **land** properties, have **land** properties donated, or otherwise for the future purpose of park and/or open space lands and/or future developments; and

WHEREAS, the parcel of land may have a home and/or other structure **that interferes with the intended use or has** with no value to the City of Green, ~~and which~~ the City does not desire to maintain these structures; and

WHEREAS, the City of Green may in the future, wish to make use of the services available to them through the Summit County Land Reutilization Corporation; **and**

WHEREAS, the Mayor and/or the Director of Planning shall notify Green City Council in writing of parcels that are identified as eligible for this Program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:

SECTION ONE:

Green City Council authorizes the Mayor to execute the necessary documents to **process** ~~accept~~ the donation of the **land** ~~parcel~~ to the Summit County Land Reutilization Corporation ("**SCLRC**") and upon the completion of the demolition of certain structures on the **parcel** ~~property~~, **process the necessary documents transferring the parcel** ~~returning the land~~ back to the City of Green for the **purpose the land was acquired/donated.** ~~original purpose of park and/or open space lands and future developments.~~ Said Project to be done in accordance with the Real Estate Donation Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A".

SECTION TWO:

The Mayor and/or Planning Director will notify Green City Council in writing of parcels of land that are identified as eligible properties under this Program.

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SECTION THREE TWO:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION FOUR THREE:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: May 14, 2019
Molly Kapeluck
Molly Kapeluck, Clerk of Council

Bob Young
Bob Young, Council President

APPROVED: May 14, 2019
Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

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MAY FIN LAW PLAN ENG
SVCE FIRE PARK ZONE HR

ENACTED EFFECTIVE: MAY 14, 2019

ON ROLL CALL: Babbitt -Aye Dyer -Aye Humphrey -Aye Shaughnessy -Aye
Speight -Aye Yeargin -Aye Young -Aye Adopted 7-0

Suburbanite publication on MAY 17 and MAY 24, 2019
Molly Kapeluck
Molly Kapeluck, Clerk of Council

W. G. Chris



EXHIBIT "A"

2019-R31

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement (this "Agreement") is made and entered into by and between the **Summit County Land Reutilization Corporation**, an Ohio nonprofit community improvement corporation incorporated pursuant to R.C. 1724, whose tax mailing address is 1180 South Main Street, Suite 230, Akron, Ohio 44301 ("Donee") and the **City of Green** whose tax mailing address is 1755 Town Park Blvd. Uniontown, Ohio 44685 ("Donor"), known collectively herein as the "Parties," as of the last date entered below:

WHEREAS, Donee is a county land reutilization corporation organized and existing as a nonprofit community improvement corporation under the laws of the State of Ohio and, in accordance with R.C. 1724.10(A)(2), has been designated by the County of Summit as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in Summit County; and

WHEREAS, Donor is the owner of certain real property located in Summit County, Ohio described in Exhibit A, attached hereto and incorporated by reference herein, (the "Property"), for which Donor has full power and authority and which Donor now desires to gift or transfer to Donee as set forth; and

WHEREAS, Donor has offered to donate said property and any improvements thereon to Donee, and Donee is willing to accept Donor's donation of said property and any improvements thereon upon the conditions set forth herein; and

WHEREAS, Donee is authorized by R.C. 1724.01 et seq. to receive, hold, manage, lease, lease-purchase, or otherwise acquire real property; and

WHEREAS, it is the intention of Donee to utilize the Property as part of a residential demolition grant program funded through the Ohio Housing Finance Agency's ("OHFA") Neighborhood Initiative Program (the "Program"); and

WHEREAS, Donor has expressed interest in Donee returning the aforementioned property to Donor at the conclusion of the Program.

NOW, THEREFORE, in consideration of the foregoing and in consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Authority.** Donor has full power and authority to enter into this Agreement and to convey title to the Property to Donee with this Agreement.
2. **Donation/Purchase Price.** The agreed purchase price of the Property is **No Dollars and No Cents (\$0.00)**, due at closing.
3. **Title.** Donor shall transfer title to the Donee that is free and clear of all liens, recorded or unrecorded, encumbrances, and claims, including liens for delinquent taxes, assessments, penalties, interest, and charges on the Property at the time of the conveyance, except such easements and covenants of record running with the land as were created prior to the time of said conveyance. Donor shall provide to Donee general warranty title commitments with Schedule B confirmation that the condition of title conforms to the terms set forth herein. Selection of the title company to provide said services shall be at the sole discretion of the Donee, the cost of which shall be paid for by **Donee**.
4. **Deed.** Donor shall convey the Property to Donee by **quit claim deed** (the "Deed"), duly executed and acknowledged, in proper form for recording. Donee shall be entitled to possession of the property upon recording of the Deed with the county land records.
5. **Closing.** Donee shall pay all title, transfer escrow, closing, and other fees or costs in connection with or arising out of this agreement and the transfer of the Property. Selection of the Escrow Agent shall be at the sole discretion of the Donee.

6. **Tax Prorations.** Real estate taxes and assessments, general and special, levied against the Property for the current tax year shall be prorated between the parties by the Escrow Agent as of the date of filing of the deed for recording.
7. **Additional Documents.** The Parties hereby agree to execute additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.
8. **Demolition.** Donor acknowledges and agrees that the purpose of this donation is to facilitate the demolition of an abandoned and/or blighted structure, or structures, currently located on the Property, subject to the aforementioned Program, funded by OHFA and administered by Donee.
9. **Neighborhood Initiative Program.** Donee acknowledges and agrees that it shall transfer and return title to the Property to Donor at the conclusion of the Program, which shall be defined as the expiration or termination of any, and all, agreements and/or other contractual obligations of, or between, Donee and OHFA related to the Program, or sooner, upon the request of Donor, subject to the Program Guidelines, a current copy of which are attached hereto as Exhibit B and incorporated by reference herein. Donor acknowledges and agrees that Donee is subject to the Program Guidelines and must comply with the Program Guidelines regarding disposition of the Property. In the event Donor requests return of the Property, prior to the conclusion of the Program, resulting in any repayment, by Donee, of any Program funds paid by OHFA to Donee for the Property as part of the Program, Donor shall be responsible for reimbursing Donee, in full, for the cost of such repayment, within thirty (30) days of the repayment of said funds, by Donee, to OHFA. Additionally, any Program funds required to be repaid to OHFA, by Donee, that are the result of any action, or inaction, required by Donor in order to maintain compliance with the Program Guidelines following transfer of the property back to Donor, shall be repaid, in full, by Donor, to Donee, within thirty (30) days of the repayment of said funds, by Donee, to OHFA.
10. **Representations.** Donee will accept the Property **AS IS and WHERE IS**. Donor makes no representations or warranties as to any aspect of the Property, physical, environmental, or otherwise and further disclaims the same, excepting there from Donor representations under Section 1 and Section 9 including but not limited to OHFA program obligations. The obligations in this paragraph shall survive the termination of this Agreement.
11. **Entire Agreement.** This Agreement and any exhibits attached hereto constitute and contain the entire agreement and understanding between the parties hereto concerning the subject matter of this Agreement, and supersede all prior negotiations, proposed amendments or understandings, if any, between the parties concerning the subject matter of any of the provisions of this Agreement and any exhibits attached hereto, and this Agreement may be modified or amended only by a writing signed by the parties to this Agreement. Any promise or condition not contained in this Agreement is not binding on the parties.
12. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. But, if any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, matters of validity, construction, effect and performance.
14. **Miscellaneous.**
 - (a) **Notices.** Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party hereto, shall be in writing and shall be deemed duly served and given when personally delivered to the address of the party to whom it is directed, or in lieu of such personal service, when deposited in the United States Mail, by either certified or registered mail, postage prepaid, addressed to Donor and to Donee at the addresses set forth in this Agreement.
 - (b) **Time is of the Essence.** Time is expressly declared to be of the essence of this Agreement.
 - (c) **Binding on Heirs, Executors, and Successors.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.
 - (d) **Construction.** No consideration shall be given to who drafted this Agreement in construing its provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by those duly authorized on the date last written.

DONOR

CITY OF GREEN

Gerald Neugebauer, President

Date

DONEE

**SUMMIT COUNTY LAND REUTILIZATION
CORPORATION**

Patrick L. Bravo
Executive Director

Date