

RESOLUTION NO.: 2020-R08
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: FEBRUARY 11, 2020 **ASSIGNED TO:** FINANCE

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT WITH ORCHARD REAL ESTATE INVESTMENT LLC. FOR THE PROPERTY LOCATED AT 4064 S. ARLINGTON ROAD (PARCEL 2807469), MAKING AN APPROPRIATION, AND DECLARING AN EMERGENCY.

VOTE 5-1 No Emergency

WHEREAS, the Administration entered into discussions with Orchard Real Estate Investments, LLC, the owner of the Property located at 4064 S. Arlington Road, for the potential purchase of that Property; and

WHEREAS, the City and Orchard Real Estate Investments, LLC. have reached an agreement regarding the terms for the purchase of the Property; and

WHEREAS, the Administration desires to proceed with the purchase of the Property.

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

SECTION ONE:

Green City Council authorizes the Mayor to enter into the Real Estate Purchase Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", and proceed with the purchase of the Property located at 4064 S. Arlington Road from Orchard Real Estate Investments, LLC.

SECTION TWO:

Green City Council authorizes an appropriation of Two Hundred Ninety Thousand Dollars (\$290,000.00) to the Land Account (Acct# 100-1900-53610) from the unappropriated balance of the General Fund.

SECTION THREE:

The Finance Director is authorized to make payment to Orchard Real Estate Investments, LLC (or designated title company) through the established purchase order procedure.

SECTION FOUR:

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 an open meeting of this Council and any deliberations of this Council and any of its committees that resulted in those formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION FIVE:

Green City 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 and so that the Project may proceed immediately and forthwith. Provided that this legislation receives the affirmative vote of three-fourths ($\frac{3}{4}$ ths) 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.

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Resolution 2020-R08

ADOPTED: MARCH 10, 2020
Molly Kapeluck
Molly Kapeluck, Clerk of Council

[Signature]
Barbara Babbitt, Council President

APPROVED: March 11, 2020
[Signature]
Gerard M. Neugebauer, Mayor

COPIED
MAY FIN LAW PLAN ENG
SVCE FIRE PARK ZONE HR

ENACTED EFFECTIVE: April 10, 2020

ON ROLL CALL: Babbitt -AYE Brandenburg -AYE DeVitis - Absent France -AYE
Shaughnessy -NAY Yeargin -AYE Young -AYE
Adopted 5-1

Suburbanite publication on MARCH 20 and MARCH 27, 2020
Molly Kapeluck
Molly Kapeluck, Clerk of Council

02/06/2020 Approved as to form and content by Lisa Carey Dean, Director of Law
[Signature]

Real Estate Purchase Agreement

2020-RO8
Exhibit "A"

This Agreement is made this 12th day of December, 2019, by and between the City of Green ("City") (collectively known hereinafter as the "Buyer") and Orchard Real Estate Investment, LLC ("Seller").

1. **Property.** In consideration of the mutual promises contained in this Agreement, Seller agrees to sell and convey, and Buyer agrees to purchase the real property known as 4064 South Arlington Road, parcel #28-07469. Seller agrees to provide title to the property free and clear of any encumbrances.
2. **Price.** Buyer agrees to pay the Seller the sum of \$ Two Hundred Ninety Thousand Dollars (\$290,000.00) for the parcel. Buyer shall deposit the money with the designated title company seven (7) days prior to the closing date.
3. **Conditions.** This Agreement is contingent upon all of the following conditions.
 - A. Acceptance of this Agreement by Green City Council. Acceptance by Green City Council means the passage of a resolution approving the purchase.
 - B. The Buyer, may, at their discretion, conduct a water and soil study. The report shall confirm that there is no soil and/or water contamination on the property. If the Buyer determines that there is soil and/or water contamination, the Buyer has the option to rescind the sale and renegotiate the purchase price if it is necessary to eliminate contamination. The Buyer shall bear all costs associated with the water and soil study. The Seller hereby grants permission for the Buyer and its Consultants to perform any necessary testing. Buyer has 90 days from the acceptance of this agreement to perform its due diligence (Acceptance defined as both parties agreeing to this agreement/ not approval by City Council).
 - C. The Buyer may, at its expense, hire a consultant to perform an Environmental Assessment, Phase I. If an Environmental Assessment, Phase II is determined to be needed, the Buyer has the option to rescind its offer or negotiate with the Seller the purchase price based on the assessments' findings and costs for abatements. Buyer has 90 days from the acceptance of this agreement to perform its due diligence. (Acceptance defined as both parties agreeing to this agreement/ not approval by City Council).
 - D. All mineral and subsurface rights pass to Buyer.



4. **Escrow.** Buyer and Seller agrees to deposit in escrow with the title company the funds, deeds, notes, mortgages and other instruments necessary to close this purchase. Escrow fees shall be paid by the Buyer. Buyer agrees to pay for a title search. Seller agrees to pay for the owner's fee title insurance policy and Buyer shall pay for deed transfer and recording fees. Seller shall provide a warranty deed of conveyance to the Buyer. Buyer shall assume the expense of the deed preparation. Real estate commissions, if any, will be paid by the Buyer.
5. **Survey.** Seller shall provide a legal land survey prior to closing at the Sellers expense. All property corner pins shall be marked prior to closing.
6. **Closing Date.** The closing date for the sale shall be on or before sixty (60) days from the date the Green City Council passes legislation authorizing the purchase of the property. Closing is defined as the date of execution of all closing documents, disbursement of the Seller's proceeds and filing of the deed to be recorded. Closing shall occur no later than April 1st, 2020, unless agreed upon by both parties to extend the closing date.
7. **Taxes and Assessments.** Taxes and certified assessments shall be prorated as of the date of closing. The proration shall be based on the latest tax duplicate bill. Seller agrees to assume and pay all uncertified taxes and assessments, if any.
8. **Possession.** Possession of the property shall be delivered to Buyer no later than one (1) day after closing subject to the provisions contained in this Section. Seller agrees to deliver possession of the property to the Buyer in the same condition as of the date of the signing of this Agreement, reasonable wear and tear expected. Seller shall keep the entire property covered with insurance until delivery of the property to the Buyer. Buyer agrees to add this property to its general insurance policy on or before the closing date, if applicable.
9. **Binding Agreement.** Upon approval by City Council, this offer shall become an Agreement binding Buyer and Seller, their respective heirs, executors, administrators and assigns. This Agreement shall be made a part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of escrow acceptance which are not inconsistent with this Agreement. The terms, covenants, conditions and provisions of this Agreement to be performed by the Seller shall survive the delivery and recording of the deed. This instrument constitutes the entire Agreement between the parties and any amendment shall be in writing and signed by both parties.



WITNESS

Dean A. Whit
[Signature]

SELLER

[Signature]
Kelluhel

ORCHARD REAL ESTATE

Address

3465 S Adams Rd E-116

12-12-19

Date

WITNESS

Wayne W. [Signature]
Nichole Baldinger

BUYER

CITY OF GREEN/ GREEN CIC

By: [Signature]
Gerard M. Neugebauer
Mayor/ President

1755 Town Park Blvd.

Address

Dec. 16, 2019

Date

APPROVED AS TO FORM:

WILLIAM G. CHRIS
DIRECTOR OF LAW, INTERIM

APPROVED AS TO FORM:

[Signature]

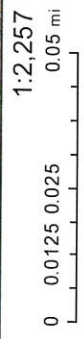
William Chris, Law Director, Interim





February 21, 2018

Jurisdictions Parcels



Disclaimer:
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