

**REAL ESTATE PURCHASE AGREEMENT  
FOR VACANT LAND**

**THIS REAL ESTATE PURCHASE AGREEMENT FOR VACANT LAND** ("Agreement") is entered into as of the last date signed ("Effective Date"), by and between the **County of Summit, Ohio**, an Ohio political subdivision with its principal place of business located at 175 South Main Street, 8<sup>th</sup> Floor, Akron, Ohio 44308 ("Seller") and **The Lakemore United Methodist Church**, an Ohio Church and Ohio non-profit corporation, with an address at 1536 Flickinger Road, Akron, Ohio 44312 ("Purchaser").

Pursuant to the terms and conditions of this Agreement and for other good and valuable consideration, the receipt and adequacy are acknowledged, the parties agree as follows:

**SECTION 1. DESCRIPTION OF PROPERTY;  
AGREEMENT OF PURCHASE AND SALE**

1.1 Purchase and Sale; Property. Seller agrees to convey to Purchaser the following:

Approximately 24,446 sq. ft. / 0.5612 acres of vacant land, Permanent Parcel No. 5403052, located in the Village of Lakemore, Ohio, as further described in the legal description which is attached hereto and incorporated herein by reference as Exhibit A ("Property").

1.2 Condition Precedent. The Purchaser shall purchase the Property on the condition precedent that the Property shall be subject to the following:

- A. Lot Split. The Seller agrees that the Property shall be created from a lot split from Parcel 5401864 which has been completed at the sole cost of the Purchaser.
- B. Deed Restriction. The deed transferring the Property from Seller to Purchaser shall contain the following deed restriction:

The Grantor (Seller) shall grant to the Grantee (Purchaser) the above real property as a qualified fee simple subject to the express condition subsequent that the property will be used at all times as a parking lot by a nonprofit corporation church and the property may not be used as an adult bookstore, nightclub or discotheque, massage parlor, or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene materials, a blood bank, abortion clinic, bingo parlor, off track betting business, an adult or nude dance club or similar facility, carnival, flea market, pawn shop, a drive-through business selling alcohol for consumption off premises, a hookah bar or a store selling marijuana, fire arms or ammunition. It is a forfeiture if the property is used for such prohibited uses. It is a forfeiture if the property is not owned by a nonprofit corporation church or is not used only as a parking lot. Upon demand of the Grantor, the entire property will revert to the Grantor and its successor and assigns with the right of re-entry. This covenant shall run with the land and inure to the benefit of and be binding on the heirs, successor and assigns of the Grantor and Grantee under this deed.

## SECTION 2. PURCHASE PRICE

2. Purchase Price. The total purchase price for the Property is One Dollar (\$1) ("Purchase Price"), payable on the Closing Date (as later defined).

## SECTION 3. TITLE AND SURVEY; INSPECTION

3.1 Title. On the Closing Date, Seller shall convey to Purchaser title to the Property by limited warranty deed.

3.2 Title Commitment. Within ten (30) days after the Effective Date, Purchaser at its sole cost shall have the option to obtain a commitment ("Title Commitment") for an Owner's Policy of Title Insurance for the Property in the amount of Twenty-three Thousand Three Hundred Dollars (\$23,300) ("Title Policy") setting forth the condition of title to the Property. Purchaser shall have thirty (30) days after receipt of the Title Commitment ("Title Review Period") to review the condition of title to the Property. If during the Title Review Period, in the Purchaser's reasonable opinion there is an unresolved lien or encumbrance in the Title Commitment that may invalidate or impair the title, Purchaser shall provide written notice of its objections to Seller on or before the expiration of the Title Review Period.

(a) Seller shall have no obligation to correct or cure such objections, but may at its sole option, elect to cure or correct such objections. If Seller elects to correct or cure the objections, Seller shall send written notice to Purchaser. Seller shall commence such cure with due diligence and shall have the right to extend the Closing Date for a reasonable period of time to complete such cure. Purchaser shall not terminate this Agreement while Seller is completing such cure.

(b) If Seller elects not to correct or cure the objections, Seller shall provide written notice to the Purchaser. Within three (3) days after receipt of Seller's notice, the Purchaser shall have the right, upon written notice to Seller, to either (i) agree to waive any objections and proceed to closing without any cure of the objections and without any reduction in the Purchase Price; or (ii) elect to terminate this Agreement in which event the parties shall have no further obligations hereunder, except Purchaser's obligations to indemnify, defend and hold harmless shall survive the termination of this Agreement.

(c) If Purchaser fails to send written notice of its objections or termination to Seller prior to the expiration of the Title Review Period, Purchaser shall waive any right to object to any matter or condition relating to the Title Commitment or the condition of title to the Property and Purchaser waives any right to terminate this Agreement.

3.3 Due Diligence. Within sixty (60) days after the Effective Date ("Inspection Period"), Purchaser and its agents, employees and authorized representatives ("Purchaser's Agents") shall have the right, at Purchaser's sole cost and expense, to enter upon the Property to conduct inspections and tests to determine the condition of the Property, the suitability for Purchaser's intended use and whether the Property is in compliance with all applicable federal, state, or local

laws, rules, ordinances, regulations and codes and any other matters which Purchaser desires to inspect ("Inspections").

(a) Seller shall provide Purchaser and the Purchaser's Agents with reasonable access to the Property upon reasonable advance written notice from Purchaser. Seller shall have the right to have its representative present at the Property during any Inspections. In no event shall Purchaser or Purchaser's Agents make any intrusive physical testing of the Property without the prior written consent of Seller which consent shall not be unreasonably withheld. Purchaser shall promptly restore the Property to the condition existing prior to the Inspections and repair any damage to the Property resulting from any of the Inspections. Purchaser shall indemnify, defend, and hold harmless the Seller from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses suffered or incurred in connection with (i) the entry by Purchaser or Purchaser's Agents upon the Property; (ii) any Inspections or other activities conducted on the Property by Purchaser or Purchaser's Agents; (iii) any liens or encumbrances filed or recorded against the Property as a result of the Inspections; or (iv) any and all other activities undertaken by Purchaser or Purchaser's Agents with respect to the Property. Purchaser's obligations to indemnify, defend and hold harmless shall survive the termination of this Agreement.

(b) If during the Inspection Period, in the Purchaser's reasonable opinion there is any matter or condition that renders the Property unfit for Purchaser's intended use, Purchaser shall provide written notice of its objections, together with a copy of any applicable report or survey describing such matter, to the Seller on or before the expiration of the Inspection Period.

(c) Seller shall have no obligation to correct or cure such objections, but may at its sole option, elect to cure or correct such objections. If Seller elects to correct or cure the objections, Seller shall send written notice to Purchaser during the Inspection Period. Seller shall commence such cure with due diligence and shall have the right to extend the Closing Date for a reasonable period of time to complete such cure. Purchaser shall not terminate this Agreement while Seller is completing such cure.

(d) If Seller elects not to correct or cure the objections, Seller shall provide written notice to the Purchaser during the Inspection Period. Within three (3) days after receipt of Seller's notice, the Purchaser shall have the right, upon written notice to Seller, to either (i) agree to waive any objections and proceed to closing without any cure of the objections and without any reduction in the Purchase Price; or (ii) elect to terminate this Agreement in which event the parties shall have no further obligations hereunder, except for Purchaser's obligations to indemnify, defend and hold harmless shall survive the termination of this Agreement.

(e) If Purchaser fails to send written notice of its objections or termination to Seller prior to the expiration of the Inspection Period, Purchaser shall waive any right to object to any matter or condition relating to the Inspections and Purchaser waives any right to terminate this Agreement.

**3.4 PURCHASER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS AND WILL BE MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE BY SELLER,**

**INCLUDING WITHOUT LIMITATION THE CONDITION OR VALUE OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR PURCHASER'S INTENDED USE. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS AFFORDED PURCHASER THE OPPORTUNITY FOR FULL AND COMPLETE INVESTIGATIONS, EXAMINATIONS AND INSPECTIONS OF THE PROPERTY AND THAT PURCHASER WILL ACQUIRE THE PROPERTY SOLELY ON THE BASIS OF PURCHASER'S OWN REVIEW AND INSPECTION OF THE PROPERTY. BY EXECUTING THIS AGREEMENT, PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHICH ARE MATERIAL, NEGOTIATED TERMS OF THIS AGREEMENT WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS AGREEMENT WITH PURCHASER.**

#### **SECTION 4. CONDITIONS TO CLOSING**

4.1 **Conditions.** The obligations of the parties to close the transaction contemplated by this Agreement are subject to the following conditions:

(a) The representations and warranties of the parties contained in Section 5 of this Agreement shall be true on the Closing Date as though those representations and warranties were made on that date.

(b) Neither Purchaser nor Seller shall have breached any affirmative covenant contained in this Agreement to be performed by them on or before to the Closing Date.

(c) Purchaser shall have approved all of the matters set forth in Section 3 in respect to which Purchaser has, under provisions of this Agreement, a right of inspection and/or approval; or, in the event Purchaser has delivered written objections to Seller in respect to any of those matters, Seller has elected to and has remedied Purchaser's objections prior to the Closing Date in the manner and within the time period provided in this Agreement or if Seller has not remedied Purchaser's objections prior to the Closing Date, then Purchaser has waived said objections.

(d) Seller shall have timely delivered to Purchaser in satisfactory form the documents and all other items referred to in Section 6 below.

(e) At Purchaser's option and sole cost, the Title Company shall on the Closing Date have delivered or irrevocably committed itself in writing to deliver the Title Policy.

(f) The Purchaser shall have timely delivered the Purchase Price for distribution to Seller, and/or shall have executed and delivered such documents and agreements as may be necessary or required in the reasonable opinion of Seller's counsel.

#### **SECTION 5. REPRESENTATIONS, WARRANTIES, INDEMNITY**

5.1 **Seller's Representations.** Seller makes the following representations to Purchaser as of the date of this Agreement and the Closing Date:

(a) Seller is a political subdivision and charter county duly organized and validly existing under the laws of the State of Ohio and has all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Seller has duly authorized the execution, delivery and performance of this Agreement.

(c) There are no suits, actions, or proceedings pending or, to the best of Seller's knowledge, contemplated against or concerning the Property.

(d) Seller's execution, delivery and performance of this Agreement will not constitute a default under any agreement, lease, indenture, order or other instrument or document by which Seller or the Property may be bound.

5.2 Purchaser's Representations. Purchaser makes the following representations to Seller as of the date of this Agreement and the Closing Date:

(a) Purchaser is an Ohio Church and Ohio non-profit corporation, duly organized and validly existing under the laws of the State of Ohio and has all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Purchaser has duly authorized the execution, delivery and performance of this Agreement.

(c) There are no suits, actions, or proceedings pending or, to the best of Purchaser's knowledge, contemplated against or concerning the Purchaser which would have a material and adverse impact upon Purchaser's ability to enter into and perform this Agreement.

(d) Purchaser's execution, delivery and performance of this Agreement will not constitute a default under any agreement, lease, indenture, order or other instrument or document by which Purchaser may be bound.

5.3 Purchaser's Indemnity. Purchaser (and its respective successors and assigns) shall indemnify, defend and hold Seller and the respective directors, officers, agents and employees (collectively the "Indemnified Parties" and individually, an "Indemnified Party") harmless from and against any and all claims, demands, causes of action, administrative proceedings (formal or informal), losses, damages, expenses (including, without limitation, sums paid in settlement and reasonable fees for attorneys, consultants, experts and accountants), injuries, judgments, liabilities, penalties, fines or claims of any other kind or, foreseen or unforeseen, which may be imposed upon, incurred by or asserted against the Indemnified Parties and brought with respect to the environmental condition of the Property or the existence or release of any Hazardous Substances in violation of any Environmental Laws to the extent the foregoing was directly or indirectly caused by, arose or resulted from or was connected with: (1) any act or omission of Purchaser or any Purchaser representatives; (2) Purchaser's leasing, subleasing, licensing, operation, management, maintenance, possession, use and occupancy of the Property at any time; or (3) the conduct of Purchaser's business at any time. Purchaser's obligation under this Section

does not extend to the environmental condition of the Property or the existence or release of any Hazardous Substances in violation of any Environmental Laws that are pre-existing conditions, except to the extent a pre-existing condition is exacerbated by Purchaser or any one or more of Purchaser's representatives. "Environmental Laws" means any and all current and future federal, state, local, municipal or other applicable constitutions, laws, ordinances, principles of common law, regulations, statutes or treaties designed to regulate, minimize, prevent, punish or remedy the consequences of actions that damage or threaten the environment or public health and safety, including without limitation, all applicable federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto, including, without limitation, RCRA, CERCLA, the Clean Water Act (33 U.S.C. §§ 1251, *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401, *et seq.*), Chapters 3704, 3734 and 6111 of the Ohio Revised Code and the rules and regulations promulgated or adopted under any of the foregoing statutes. "Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, *et seq.*), as enacted and from time to time amended, RCRA, the Toxic Substance Control Act (15 U.S.C. §§ 2601, *et seq.*), as enacted and from time to time amended, or any other applicable Environmental Law and in the regulations adopted pursuant thereto now or in the future.

In case any action or proceeding is brought against an Indemnified Party in respect of which payment or reimbursement may be sought hereunder, the Indemnified Party seeking payment or reimbursement promptly shall give written notice of that action or proceeding to the Purchaser, and the Purchaser upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure to give that notice shall not relieve the Purchaser from any of its obligations under this section except to the extent that such failure prejudices the defense of the action or proceeding by the Purchaser or otherwise results in an increase in the amount to be indemnified. At its own expense, an Indemnified Party may employ separate counsel and participate in the defense.

5.4 Survival. Each of the covenants, warranties, representations and agreements and indemnities contained in this Agreement shall be made as of the date hereof and shall be deemed renewed on the Closing Date and shall survive the Closing Date, the payment of the Purchase Price, the filing of the deed for record and shall not be merged into the deed.

## SECTION 6. CLOSING AND TRANSFER OF TITLE

6.1 Closing. Unless extended by written agreement of the parties and if all the Conditions to Closing under Section 4 have been satisfied or waived, the closing for the delivery of Seller's deed and other required documents and the payment of the Purchase Price, plus or minus Closing adjustments ("Closing") shall be on **October 1, 2021**, ("Closing Date").

6.2 Seller's Documents; Other Deliveries. On the Closing Date, Seller shall execute and/or deliver to the Purchaser the following:

- (a) A limited warranty deed to the Property;
- (b) Such other documents as reasonably requested by Purchaser to effectuate the Closing.

6.3 Purchaser's Documents; Other Deliveries. On the Closing Date, Purchaser shall deliver to Seller the following:

- (a) The Purchase Price;
- (b) Such other documents as reasonably requested by Seller to effectuate the Closing.

## SECTION 7. POSSESSION

7.1 Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

## SECTION 8. PRORATIONS AND EXPENSES

8.1 Real Estate Taxes, Assessments and Utilities. While owned by the Seller, the Property is non-exempt, however, the Seller shall prorate any real property taxes, general and special assessments due upon the Property up to the Closing Date. The Property is vacant, therefore, there are no utility expenses.

8.2 Closing Costs. Purchaser shall pay the Closing costs which include the Title Commitment, Title Policy (if obtained by Purchaser) and deed recording, transfer and conveyance fees (if there are any such costs). The Purchaser shall pay the costs and fees related to the survey, legal description, lot split and any other costs necessary to create the new parcel which is the Property.

## SECTION 9. MISCELLANEOUS

9.1 Damage or Destruction. The Property is vacant land, therefore, there are no buildings or other improvements on the Property that could be substantially damaged or destroyed prior to the Closing. However, if the vacant land suffers damage prior to the Closing Date, upon written notice, either party may terminate this Agreement. The parties shall have no further obligations under this Agreement except for Purchaser's obligations to indemnify, defend and hold harmless shall survive the termination of this Agreement.

9.2 No Brokers. Purchaser and Seller have not dealt or negotiated with any broker regarding the Property. Seller will not be responsible for an broker fees or commissions regarding the Property.

9.3. Notices. Any notice required in this Agreement shall be sent to the following:

Seller: County of Summit  
Attention: Director of Law and Risk Management  
175 South Main Street, 8<sup>th</sup> Floor, Akron, OH 44308

Purchaser: The Lakemore United Methodist Church  
Attention: Rev. Jeffrey Gindlesberger, Pastor  
1536 Flickinger Road, Akron, OH 44312

9.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements.

9.5 Successor and Assigns. This Agreement shall be binding upon the heirs, successors, agents, representatives and assigns of the parties upon prior written consent of the parties which consent shall not be unreasonably withheld.

9.6 Review by Legal Counsel. Each party had the opportunity to review this Agreement with the assistance of legal counsel. The parties shall pay for their own legal fees.

9.7 Counterparts. This Agreement may be executed by all parties in counterparts and taken together shall constitute the entire Agreement.

9.8 Governing Law. The laws of the State of Ohio shall apply to this Agreement.

9.9 Modifications. No change or addition to this Agreement shall be valid unless in writing and signed by all parties.

**IN WITNESS WHEREOF**, the parties below have executed this Agreement effective as of the last date signed.

**SELLER:**

**PURCHASER:**

**COUNTY OF SUMMIT**

**THE LAKEMORE UNITED  
METHODIST CHURCH**

By: \_\_\_\_\_  
Ilene Shapiro Date  
Executive

By: \_\_\_\_\_  
Rev. Jeffrey Gindlesberger, Pastor Date  
Title:

Approved as to form:

By: \_\_\_\_\_  
Deborah S. Matz, Director  
Department of Law and Risk Management





## APEX PROFESSIONAL LAND SURVEYING

2858 Fulmer Dr. Silver Lake, OH 44224 • Phone: (330) 928-7750 • Email: ps8182@sbcglobal.net • www.apexlandsurveying.com

**Exhibit "A"**  
**Description of Survey**  
**Lakemore Methodist Church**  
**New Parcel "A"**  
**0.5612 Acre**

Situated in the Village of Lakemore, County of Summit and State of Ohio:

And known as being a part of Original Springfield Township Tract No. 7 and a part of lands conveyed to the County of Summit (Rec. #55054328 ~ Exhibit 59), being more particularly bounded and described as follows:

**COMMENCING** at a mag nail set at the intersection of the centerline of Sanitarium Road (C.H. 136) (Width Varies) with the centerline of Flickinger Road (C.H. 152) (60' R/W), said intersection being South 89°40'04" East, a distance of 813.97 feet from a boat spike (8" deep) found at the intersection of the centerline of Sanitarium Road with the west line of Tract No. 7;

Thence, South 89°40'04" East, along the centerline of Sanitarium Road, a distance of 148.09 feet;

Thence, South 00°19'56" West, perpendicular to Sanitarium Road, a distance of 30.00 feet to a 5/8" rebar set on the south line of Sanitarium Road, being the "TRUE PLACE OF BEGINNING" of the parcel herein to be described;

- 1.) Thence, South 31°23'16" West, along a new division line, a distance of 115.20 feet to a 5/8" rebar set;
- 2.) Thence, South 05°44'56" West, along a new division line, parallel with Flickinger Road, a distance of 226.76 feet to a 5/8" rebar set;
- 3.) Thence, North 84°15'04" West, along a new division line, perpendicular to Flickinger Road, a distance of 70.41 feet to a 5/8" rebar set in the easterly line of Flickinger Road;
- 4.) Thence, North 05°44'56" East, along the easterly line of Flickinger Road, a distance of 259.60 feet to a 5/8" rebar set at a point in curvature;
- 5.) Thence, northeasterly, along a curved turnout to the right between the easterly line of Flickinger Road and the south line of Sanitarium Road, an arc length of 96.74 feet to a 5/8" rebar set at a point of tangency, said curve has a radius of 65.53 feet, a delta angle of 84°35'00", a chord length of 88.19 feet, and a chord bearing of North 48°02'26" East,
- 6.) Thence, South 89°40'04" East, along the south line of Sanitarium Road, a distance of 61.19 feet to the "TRUE PLACE OF BEGINNING" of the parcel herein described containing 0.5612 acre (24,446 sq. ft.) of land, be the same more or less, but subject to all legal highways, easements and restrictions of record, if any, as surveyed in March of 2021 by Kelly D. Dunford, Ohio Registered Land Surveyor S-8182 of Apex Land Surveying.



**APEX PROFESSIONAL LAND SURVEYING**

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The "BASIS OF BEARINGS" for this survey is **GRID NORTH** of the Ohio State Plane, North Zone as observed by GPS via the ODOT VRS network, based on the NAD83 (2011) reference frame; 2010.0 epoch.

- 1.) ALL DISTANCES CALLED FOR HEREIN ARE GROUND DISTANCES IN US SURVEY FEET.
- 2.) ALL CALLED FOR 5/8" REBARS TO BE SET ARE 30" LONG W/CAP "DUNFORD S-8182".

**END OF DESCRIPTION**

Surveyed & described by:

  
 Kelly D. Dunford \_\_\_\_\_ Date \_\_\_\_\_  
 Ohio Professional Surveyor S-8182

