

Agreement

This Agreement made and entered into this 28 day of July, 2022, by and between the Bellbrook-Sugarcreek Park District, hereinafter referred to as "Park District," whose mailing address is 2751 Washington Mill Road, Bellbrook, Ohio, 45305, and the Sugarcreek Township Trustees, hereinafter referred to as "Trustees," whose address is 2090 Ferry Road, Sugarcreek Township, Ohio, 45305.

Whereas, the Park District currently owns real property identified by the Greene County Auditor website as parcel number L32000200160032900, consisting of 3.13 acres of land at the corner of Upper Bellbrook Road and Pine Court; and,

Whereas, Sugarcreek Township desires to create and construct a Veterans Memorial for the community and has approached the Park District asking to acquire approximately 1.20 acres of the above-referenced property to be conveyed to the Trustees for an agreed upon price of One Dollar (\$1.00), and other valuable consideration; and,

Whereas, the parties acknowledge that this agreement to the purchase and sale of the property must be approved by the Greene County Court of Common Pleas prior to closing; and,

Whereas, the parties wish to enter into an agreement of mutual benefit;

The parties, with intent to be legally bound, hereinafter agree as follows:

Park District shall convey to Trustees approximately 1.2 acres at the sum of One Dollar (\$1.00). Trustees shall cover the cost of the survey to create the parcel, to record the new parcel, and any costs to close the sale, including, but not limited to, legal fees incurred by the Park District.

Trustees shall pass by Resolution granting authority to the Township Administrator to enter into this Agreement on their behalf, and said Resolution shall be numbered and included herein evidencing Trustees' intent to complete this Agreement.

Park District shall pass the appropriate Resolution authorizing the sale of the new parcel to the Trustees.

Park District shall convey to the Trustees, by way of Limited Warranty Deed, the real estate that shall be more fully described upon the preparation of the new survey. The Park District shall have the right to approve the survey and the proposed boundaries of the parcel to be conveyed. Title shall be conveyed subject to easements, covenants and restrictions and other matters of record. Prior to the closing, Trustees shall have the right to conduct a title examination and determine to its satisfaction that the state of title is acceptable. If Trustees have any objections to title that the Park District is unable or unwilling to cure, Trustees may terminate this agreement and both parties shall be released from further liability.

The Limited Warranty Deed shall contain a restrictive covenants, enforceable by the Park District, that the property will be used solely for the construction and display of the Memorial and for other uses that constitute passive recreation. With the Park District's approval, the permitted use may include a future walking path and/or a sign.

This real estate is being conveyed to the Trustees pursuant to the Park District's power under Section 511.25 of the Ohio Revised Code to grant real estate to a political subdivision.

The Park District shall have the right to approve Trustees' plans and specifications for the Memorial, including changes to landscaping. Trustees agree that construction on the Memorial shall commence

within three (3) years of the closing date or the Trustees shall convey the property back to the Park District at no cost. These provisions shall survive the closing.

Trustees agree that all maintenance of the property and the Memorial shall be the responsibility of the Trustees following the conveyance of the property.

Trustees agree that the existing cherry trees on the property shall remain and not be impacted by the construction of the Memorial. So long as the property is owned by the Trustees, the Trustees shall be obligate to replace any cherry trees that may die with other trees of the same species – Prunus serrulata Kwanzan (language to such effect to be included in the restriction contained in the Park District's deed).

Park District agrees to convey an easement for the construction of a pedestrian walkway on the balance of the property (i.e., the remaining portion of the 3.13 acre site) parallel to the Upper Bellbrook Road property line. The granting of the easement will be conditioned upon construction of the Memorial, approval by the Park District of the plans for the proposed walkway, and execution of an easement in form acceptable to the Park District (the cost of which, including applicable legal expenses, will be borne by the Trustees). This obligation will survive the closing.

A certified copy of the Resolution of each political entity shall be attached to this Agreement. In Witness Whereof, the parties hereunto set their hands on the date first written above.

Sugarcreek Township Trustees

Bellbrook Sugarcreek Park District

_____ Date _____
Barry Tiffany, Township Administrator

 _____ Date 7/28/2022
Jeff Stewart, Executive Director

Approved as to Form:

Ashley K. Caldwell
Assistant Prosecuting Attorney
Greene County Prosecuting Attorney's Office