

**RESOLUTION NO. 6 , 2020**

**A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH TRADITIONS DEVELOPMENT GROUP, LLC TO ACQUIRE CERTAIN REAL PROPERTY WITHIN THE VINTAGE CLUB DEVELOPMENT**

**WHEREAS**, the City has entered into a separate Service Agreement with Traditions VC Developer, LLC to construct certain public improvements within the Vintage Club-North Project; and

**WHEREAS**, Traditions VC Developer, LLC, working in conjunction with the Traditions Development Group, LLC, has completed the remaining portion of the public parking field and ingress and egress aisles in support of the public parking in the Vintage Club-North Project; and

**WHEREAS**, the property upon which the public improvements have been constructed is currently titled to Traditions Development Group, LLC, and the City does desire to purchase this property in support of the earlier purchases and the development of the public improvements as previously approved; and

**WHEREAS**, the Administration recommends such purchase and is requesting authority to enter into the attached Purchase and Sale Agreement to acquire such real estate from Traditions Development Group, LLC.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** The City Manager is authorized to execute the attached Purchase and Sale Agreement with Traditions Development Group, LLC to acquire approximately .1219 acres of real property within the Vintage Club development at a cost

of \$80,287.42 to enable the City to acquire certain public improvements in support of the Vintage Club development.

**SECTION 2.** The City Manager is authorized to execute any and all additional documentation necessary to acquire such property and to complete the purchase of the property consistent with the terms of the Purchase and Sale Agreement.

**SECTION 3.** This Resolution shall be in full force and effect from and after its passage.

PASSED: January 8, 2020

ATTEST: Connie M. Gaylor  
Connie M. Gaylor, Clerk of Council

Christopher P. Dobrozsi  
Christopher P. Dobrozsi, Mayor

APPROVED AS TO FORM:

Terrence M. Donnellon  
Terrence M. Donnellon, Law Director

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **TRADITIONS DEVELOPMENT GROUP, LLC**, an Ohio limited liability company ("Seller"), and **THE CITY OF MONTGOMERY, OHIO**, an Ohio municipal corporation ("Montgomery").

WHEREAS, Seller is the owner of certain real property identified within Exhibit A attached hereto and incorporated herein by reference ("Property"), being Hamilton County Auditor's parcel number: 603-0A23-0228; and

WHEREAS, Montgomery does desire to purchase the Property upon which the City, in cooperation with Traditions VC Developer, LLC, has built certain Public Improvements, specifically a parking field and ingress and egress aisles in support of the Property; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

1. Sale by Seller and Purchase by Montgomery. Seller and Montgomery hereby agree that Seller shall sell and Montgomery shall purchase the Property as defined on Exhibit A attached hereto and incorporated herein constituting approximately .1219 acres at a purchase price of Eighty Thousand Two Hundred Eighty Seven and 42/100 Dollars (\$80,287.42) ("Purchase Price").

2. Conditions for Sale and Purchase. Montgomery's obligation to purchase and close upon the sale of the Property is expressly conditioned upon Seller having successfully completed the release and discharge by all interested parties of the Declaration of Restrictive Covenants recorded at Hamilton County, Ohio, O.R. Volume 12315, Page 434, the Declaration of Covenants, Conditions, Easements and Restrictions recorded at Hamilton County, Ohio, O.R. Volume 12315, Page 496, and Easement Agreement recorded at Hamilton County, Ohio O.R. Volume 11198, Page 01625. The terms and conditions of such release shall be prepared by Seller and presented to Montgomery no less than five (5) business days prior to closing with separate written assurances, as determined by Montgomery, to assure that the release will be appropriately executed by all interested parties and recorded prior to or simultaneous with the closing.

3. Conveyance. Montgomery shall pay the Purchase Price and Seller shall convey the Property by General Warranty Deed on or before January 31, 2020.

4. Representations and Warranties. Seller hereby makes the following representations and warranties to Montgomery, all of which shall be true as of the Effective Date and at closing, and all of which shall survive this Agreement for one (1) year after the date of the closing without the necessity of any further action or documentation, but which Seller shall, at Montgomery's request, ratify, confirm and update at the closing:

(a) Seller has or will acquire good and marketable fee simple title in and to the Property in a separate purchase transaction;

(b) Seller has no knowledge of any pending or threatened litigation or condemnation concerning all or any portion of the Property;

(c) Seller warrants and represents to Montgomery that the Property is not and as of the closing will not be, in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions. Seller represents and warrants that there are no Hazardous Materials (as defined below) present on the Property. Seller further warrants and represents that during the time in which Seller owned the Property, neither Seller nor any third party has used, generated, manufactured, produced, stored, or disposed of on, under, or about the Property or transported to or from the Property any Hazardous Materials. There is no proceeding or inquiry by any governmental authority with respect to the presence of Hazardous Materials on the Property or the migration of Hazardous Materials from or to the Property. There are no storage tanks on the Property nor located in or under the Property. The term "Hazardous Material" means, but is not limited to, substance, material, or waste which is toxic, ignitable, reactive, or corrosive; which is or can be injurious to the health, safety, or welfare of the public or environment, and which is or becomes regulated by any local or state governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "Hazardous substance," "pollutant or contaminated," or "hazardous material," by any local or state law, (ii) oil and petroleum products and their byproducts, (iii) asbestos or asbestos-containing materials, (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, or (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act. Seller shall within ten (10) business days of executing this Agreement disclose to Montgomery in writing all information in Seller's possession or control which relates to the environmental conditions of the Property.

(d) Seller has no knowledge of any violation or alleged violation of any applicable laws, ordinances, statutes, rules or regulations with respect to the Property;

(e) There are no parties in possession of any portion of the Property (other than Seller), the Property is not subject to any lease, license or other possessory interest, and no party has any option, right of first offer, or right of first refusal to purchase the Property.

5. Notice. All notices required or desired to be given shall be in writing, delivered by one of the following methods: (i) certified mail, return receipt requested, (ii) nationally recognized overnight delivery service, or (iii) courier with written receipt of delivery, and such notice shall be deemed given upon receipt by the addressee. The notice shall be addressed to Seller or Montgomery at the address set forth below, or to such other address for which prior notice has

been given as required for notices herein. If delivery of the notice is refused by the addressee, or if the notice is returned as undeliverable or unclaimed, delivery will be deemed given upon the date delivery was first attempted.

As if to MONTGOMERY:                   The City of Montgomery, Ohio  
c/o Brian K. Riblet  
City Manager  
10101 Montgomery Road  
Montgomery, Ohio 45242  
(513) 891-2424

With a copy to:                           Terrence M. Donnellon, Esquire  
Donnellon, Donnellon & Miller  
9079 Montgomery Road  
Cincinnati, Ohio 45242  
(513) 891-7087

As if to SELLER:                           Traditions Development Group, LLC  
c/o Thomas H. Humes  
President  
4000 Executive Park Drive, Suite 250  
Cincinnati, Ohio 45241  
(513) 457-6038

6.     Successors and Assigns. Both Seller and Montgomery shall have the right, in their sole and absolute discretion, to assign this Agreement and all rights hereunder. This Agreement shall inure to the benefit of the parties, and shall be binding upon the parties and their successors, and assigns.

7.     Component Parts. This Agreement, for the convenience of the parties, may be executed in component parts, which component parts when signed shall represent the entire executed Agreement binding all parties.

8.     Ohio Law. This Agreement shall be enforceable and interpreted as appropriate under Ohio law. Any action to enforce this Agreement, or any cause of action for breach of this Agreement, may only be brought in a state or federal court sited in Hamilton County, Ohio. By executing this Agreement, all parties consent to jurisdiction and venue within such court or courts in Hamilton County, Ohio.

9.     Recording. This Agreement may be recorded in the records of Hamilton County, Ohio, by either party at its own expense.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

**SELLER:**

**TRADITIONS DEVELOPMENT GROUP, LLC**  
an Ohio limited liability company

By: \_\_\_\_\_  
Thomas H. Humes

Title: President

Date: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON    )

The foregoing Purchase and Sale Agreement was subscribed, sworn to, and acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Thomas H. Humes, the President of **Traditions Development Group, LLC**, an Ohio limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

**MONTGOMERY:**

**THE CITY OF MONTGOMERY, OHIO,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Brian K. Riblet

Its: City Manager

Date: \_\_\_\_\_

STATE OF OHIO            )  
  ) ss:  
COUNTY OF HAMILTON )

The foregoing instrument was subscribed, sworn to, and acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Brian K. Riblet, the City Manager of **THE CITY OF MONTGOMERY, OHIO**, a municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
Terrence M. Donnellon  
Law Director