

---

**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
JANUARY 26, 2016  
SPECIAL MEETING**

---

The Springfield Township Board of Trustees held a special meeting Thursday, January 26, 2016 at 7:00 p.m. at the Springfield Township Town Hall, 2459 Canfield Road, Akron, Ohio.

The meeting was called to order by Dean Young. Patty Price, Secretary, called the roll. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).

**ROAD 026-16**     **Dean Young: I move to accept the price quote of not to exceed \$3,353.57 from Southeastern Equipment Company for repair and maintenance to the Gradall ditching bucket and coupler. This is to be paid from BC-98. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).**

**ROAD 027-16**     **Dean Young: I move to authorize the Road Superintendent to submit a Request for Engineering Assistance to the Summit County Engineer for surveying the road right of ways for Nicholas and Loamshire Roads. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).**

**PARKS 028-16**     **Dean Young: I move to approve entering into an agreement with ODNR for a Nature Works Local Grant to install a new playground at Lakefront Park for grant assistance in the amount of \$105,000. Total project costs of \$171,847.00. Seconded by Joe DiLauro. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).**

**ADM 029-16**     **Dean Young: I move to amend Motion #003-16, Section 11 change mileage rate from 57.5 cents to 54 cents per mile for township business in personal vehicles outside of the township, when township vehicles are unavailable. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).**

---

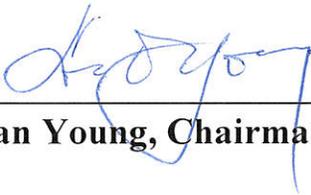
**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
JANUARY 26, 2016  
SPECIAL MEETING**

---

**ADM 030-16**      **Dean Young: I move to transfer \$10,000 from General Fund (1000) to Senior Center (2901). Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).**

**ADM 031-16**      **Dean Young: I move to enter a contract for the purchase of property for Parks purposes pursuant to an agreement, a copy of which is attached, with Becky Gilleylen, Successor Trustee of the Doris A. Orndorff Trust, for purchase of property known as Summit County Tax Parcels #51-05355, 51-05350, 51-05358, and 54-01191, purchase price of \$70,000 and park to be known as the Wayne & Doris Nature Reserve. This purchase will be the subject of a Clean Ohio Grant application. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).**

**ADM 032-16**      **Dean Young: I move to adjourn. Seconded by Deborah Davis. Roll Call: Mrs. Davis (yes); Mr. Young (yes); Mr. DiLauro (yes).**



---

**Dean Young, Chairman**



---

**Joe DiLauro, Vice Chairman**

**ATTEST**



---

**Deborah Davis, Trustee**

**(Absent)**

---

**Sharon Harms, Fiscal Officer**

*0126spebot  
Minutes prepared by Patty Price*

## REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made as of the last date of execution hereof, by and between The Board of Trustees of Springfield Township ("Springfield Township"), an Ohio Township ("Buyer"), and the Rebecca A. Gilleylen, Successor Trustee of the Doris A. Orndorff Revocable Living Trust, UAD May 7, 2004, an Ohio Trust ("Seller"). Seller and Buyer hereinafter are sometimes individually referred to as a "Party" or collectively as the "Parties."

### RECITALS

**WHEREAS**, Seller owns real property and improvements known for tax purposes as Parcel Numbers 51-05355, 51-05350, 51-05358, and 54-01191 comprising approximately 13.6 acres of land as further described on the attached Exhibit A (the "Property"); and

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller the Property upon the terms and subject to the conditions set forth herein.

### AGREEMENT

**1. Agreement and Description.** The Seller agrees to sell and/or convey, and the Buyer agrees to purchase, upon and under the following provisions, terms and conditions, the Property.

**2. Purchase Price.** The purchase price for the Property is Seventy Thousand and No/100's Dollars (\$70,000.00) (the "Purchase Price").

**3.** In further consideration of this Agreement, the Buyer agrees that the park established shall be named and identified with signage as the "Wayne & Doris Orndorff Nature Preserve". As the park is developed, there shall be at least one interpretive panel erected to provide information about the natural features and the family's connection to the land and shall include Seller's affirmation that: "They lived in the presence and purpose of God." In addition, there shall be a marker identifying a viewing area (at a spot suggested by the family) designated as "Wayne's fishing spot."

**4. Title.** At Closing, Seller shall convey the Property to Buyer with good and merchantable title, as determined by the Marketable Title Standards of the Ohio State Bar Association.

**5. Title Company.** Buyer shall have thirty (30) days after the execution of this Agreement to designate a title company (the "Title Company") to perform functions that are further described in this Agreement.

Within ninety (90) days after the execution of this Agreement, Buyer shall cause Title Company to prepare and deliver to Buyer for examination a commitment for title insurance (the "Title Commitment") in the amount of the Purchase Price set out herein, naming Buyer as the insured as its interest may appear. The Title Commitment shall commit to insure Seller's title in the condition called for by this Agreement. Buyer shall complete its review of the Title Commitment within ninety (90) days from the date of this Agreement. Any such exceptions not expressly approved by Buyer in writing on or before such date shall be deemed disapproved and shall be referred to as the "Title Objections." If Buyer does give such notice or is deemed to have disapproved such exceptions and/or matters (if applicable), Seller shall have five (5) days after receipt thereof or after the date Buyer is deemed to have disapproved of such exceptions and/or matters (if applicable) to notify Buyer that Seller (a) elects to remove the Title Objections, in which case, Seller shall be contractually obligated to remove the Title Objection (if applicable) prior to Closing, or (b) elects not to cause any or all of the Title Objections to be removed. The "insuring over" of any Title Objection in a form approved by Buyer (which approval shall not be unreasonably withheld or delayed) shall constitute satisfactory removal of the Title Objection. Seller's failure to notify Buyer within such five (5) day period as to any Title Objections shall be deemed an election by Seller not to remove. If Seller notifies or is deemed to have notified Buyer that Seller shall not remove, Buyer shall have five (5) days thereafter to elect to (i) terminate this Agreement, or (i) waive the Title Objections and proceed to Closing without any abatement or reduction in the Purchase Price on account of such Title Objections. If Buyer does not give such notice, Buyer shall be deemed to have elected to terminate this Agreement. The title exceptions waived by Buyer shall be referred to as "Permitted Title Exceptions."

**6. Closing.** The closing ("Closing") shall be held at a time, date, and place mutually agreeable between the Parties before December 31, 2016. Title Company shall close escrow by: (a) disbursing funds that are due to Seller to the Seller; and (b) delivering to Seller and Buyer certified copies of any recorded documents.

**7. Possession.** Possession will be given to the Buyer at Closing.

**8. Buyer's Closing Costs.** In addition to the Purchase Price, Buyer shall be responsible for the following costs:

- a) Recording fees of the Fiduciary Deed(s);
- b) All costs associated with Buyer's financing, if any;
- c) All costs associated with a survey and preparation of the legal description(s) by a surveyor, if any; and
- d) All costs associated with the Title Commitment and title report, if any.
- e) One half of the Title Company's escrow fee.

f) All fees for filing and preparing the Fiduciary Deed.

**9. Seller's Closing Costs.** The Title Company shall charge to Seller and pay out of the Purchase Price: one half of the Title Company's escrow fee. It is further agreed that Seller shall not be required to advance any monies for purposes of closing of this transaction or conveyance of title. Any Seller obligation shall be paid from the proceeds of sale.

**10. Real Estate Taxes.** Real estate taxes shall be prorated between the Parties as of the Closing. Any obligation for payment of taxes by the Seller shall be paid from the proceeds of sale or as credit to Buyer against the purchase price.

**11. Inspection; Condition of Property.** Buyer may, until the date of Closing (the "Inspection Period"), inspect the Property, at its own expense, to determine whether the condition, state of repair, zoning, soils, utilities, and all other matters which Buyer deems inspections to be necessary are satisfactory to Buyer. During the Inspection Period, Buyer or Buyer's agents, consultants, or experts may, without notice to Seller, enter the Property to conduct tests and inspections. If as a result of Buyer's inspection Buyer in good faith determines that the results of the inspection are unsatisfactory, Buyer shall have the right to terminate this Agreement by giving Seller written notice prior to the expiration of the Inspection Period. In the event of termination, Buyer and Seller shall be released from all further obligations under this Agreement.

**12. Risk of Loss.** Risk of loss with respect to the Property remains with Seller until Closing.

**13. Seller's Warranties.** Seller makes the following representations and warranties to Buyer which are true as of the date of this Agreement and will be true as of Closing:

(a) Seller is the owner of indefeasible fee simple title to the Property, Seller has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and this Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(b) There are no actions, suits, claims, proceedings, or investigations pending or threatened before any agency, court, or other governmental authority that relate to the Property; and

(c) To the best of Seller's knowledge, the Property is in compliance with all applicable laws, rules, regulations, ordinances, codes, or requirements affecting the Property (collectively, the "Laws"), and Seller has no knowledge of, and has not received any written notice of, any violation of Laws, failure to comply with Laws, or any other investigation relating to the condition, use, or occupation of the Property; and

The representations and warranties made in this Agreement by Seller shall survive the Closing indefinitely. In the event Buyer discovers prior to Closing that Seller is in breach of, or has made a misrepresentation in connection with, any of the foregoing representations and warranties, Buyer shall have the right to terminate this Agreement and there shall be no further liability by or between the Parties.

**14. Notices.** Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given: (a) if and when personally delivered; or (b) one (1) business day after being deposited with a national overnight mail courier service, (i.e., Federal Express or UPS); or (c) three (3) business days after being mailed by United States certified mail, return receipt requested, postage prepaid, and addressed to a Party at its address set forth below:

To Seller:                      Rebecca A. Gilleylen  
    3883 Emery Road  
    Adrian, Michigan 49221

To Buyer:                        Irving B. Sugerman  
    Brouse McDowell  
    388 South Main St., Suite 500  
    Akron, Ohio 44311

Either Party may change its mailing address by written notice to the other Party at its then current mailing address in accordance with the provisions of this Section 14.

**15. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal and legal representatives, successors, and assigns.

**16. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**17. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and is the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings of the parties hereto, verbal or written, express or implied, are hereby superseded and merged herein.

**18. Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and duly executed by the Parties.

**19. Counterparts; Electronic and Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. For purposes

of executing this Agreement, a document signed and transmitted by e-mail or facsimile machine shall be treated as an original document. The signature of any Party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

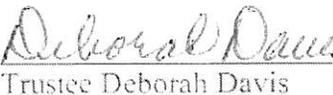
20. **Real Estate Broker.** No real estate broker is owed a commission in connection with the sale of the Property.

21. **No Monetary Advances by Seller.** Seller shall not be required, in any event, to advance monies to comply with Seller's obligations under Paragraphs 5, 9, 10, or 13(c) of this Agreement.

WITNESS THE FOLLOWING SIGNATURES:

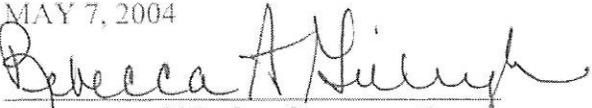
THE BOARD OF TRUSTEES FOR  
SPRINGFIELD TOWNSHIP

 1/26/16  
Trustee Dean Young Date

 1-26-16  
Trustee Deborah Davis Date

 1-26-16  
Trustee Joseph DiLauro Date

THE DORIS A. ORNDORFF  
REVOCABLE LIVING TRUST, UAD  
MAY 7, 2004

  
Rebecca A. Gilleylen, Successor Trustee  
of the Doris A. Orndorff Revocable  
Living Trust, UAD May 7, 2004