

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the "MOU") is entered into by and between City of Olmsted Falls, (hereinafter the "City," "Olmsted Falls," or "Purchaser"), and Donauschwaben's German American Cultural Center, an Ohio nonprofit corporation with its principal place of operations located at 7370 Columbia Road, Olmsted Township, Ohio 44138 (hereinafter "German Club," or "Seller"), regarding the conveyance of certain real estate identified herein below. The City and the German Club are each a "Party" to this MOU, and they may be collectively referred to herein as, the "Parties."

Whereas, Olmsted Falls is in the process of upgrading the sanitary and storm sewer systems within the city, known as "Phase V," and is in need of a location for the installation of a pump station to serve the southeast area of the city; and

Whereas, the German Club is the owner of real property known as PP# 281-02-001 abutting Cook Road and consisting of approximately 11,520 square feet, (the "Property"), which would serve the City's purpose of installing a pump station.

Now therefore, in consideration of the following terms and conditions, the sufficiency of which are hereby acknowledged by the Parties, the City and the German Club agree as follows:

- (1) The City agrees to purchase the property known as PP# 281-02-001 from the German Club for the price of \$25,000.00, and the German Club agrees to accept the same and convey said property to the City.
- (2) The City acknowledges that it is an experienced and sophisticated purchaser of real estate such as the Property and that, prior to the date of the closing of the transaction contemplated by this MOU (the "Closing Date"), the City will have a full and complete opportunity to conduct such investigations, examinations, inspections and analyses of the Property as the City, in its absolute discretion, may deem appropriate. The City further acknowledges that it has not relied upon any statements, representations or warranties by the German Club or any agent of the German Club.
- (3) The German Club agrees to convey the Property to the City strictly on an "as is, where is" and "with all faults, liabilities, and defects, latent or otherwise, known or unknown" basis, with no right of setoff or reduction to the purchase price; nor shall the German Club make any warranty with respect to the condition of the Property, environmental or otherwise.

- (4) The City agrees to convey to the German Club a permanent water line and maintenance easement (the "Water Line Easement") measuring 20' x 160' and consisting of 3200 square feet as depicted on the site drawing attached to this MOU as "Exhibit A" and incorporated herein by reference.
- (5) The City agrees to install, at its sole cost and expense, a gravel driveway adjacent to the Water Line Easement within sixty (60) days of the Closing Date, maintain the said gravel driveway during the pendency of Phase V, and thereafter.
- (6) The City agrees to confer unto the German Club the right to access and use the Property for the German Club's overflow parking for its scheduled events when weather permits.
- (7) The German Club will tie into the sanitary sewer connection on other property owned by the German Club, known as PP# 281-03-037. The said tie-in, at an estimated 15.73 equivalent household units, plus an additional one unit equivalent for the tie in parcel of 16.73, representing the estimated equivalent flow coming from the German Club facilities, shall be the estimated cost assessment. If the actual cost assessed is less than the estimated cost assessed, the German Club shall receive a rebate equivalent to the difference between the estimated and actual costs assessed.
- (8) The City further agrees to grant to the German Club the right of first refusal if the City receives an acceptable offer to lease or purchase the Property from a third party. The City further agrees to grant to the German Club the right of first offer if the City decides to make the Property available for purchase or lease.
- (9) The German Club agrees to pay real estate taxes on the Property on a pro rata basis up to the Closing Date.
- (10) The City agrees to pay all costs, fees, and expenses associated with the transaction contemplated by this MOU.
- (11) The City covenants to: (i) never use or permit the Property to be used for the storage of salt or other noxious materials; and (ii) never construct or permit to be constructed upon the Property a cell site, cell tower, cellular base station, radio tower, radio mast, or similar such raised structures.

The parties further agree that a formal contract shall be entered into between them which contain the terms provided herein along with other required terms to effectuate the conveyance of real property PP# 281-02-001 within ninety (90) days of the execution of this Memorandum of Understanding, subject to approval by the necessary legislative body, land use commission, and board of authority for the respective parties.

Executed by the respective parties in the City of Olmsted Falls on \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City of Olmsted Falls

Donauschwaben's German American  
Cultural Center

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By Its: \_\_\_\_\_

By Its: \_\_\_\_\_