

**RESOLUTION NO.:** 2013-R35  
**SPONSOR:** MAYOR NORTON  
**INTRODUCED:** MAY 14, 2013

**ASSIGNED TO:** ENV. & PARKS

**A RESOLUTION AUTHORIZING THE CITY OF GREEN TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT WITH THEODORE V. SWALDO FOR THE PROPERTY KNOWN AS BELDEN LODGE IN SOUTHGATE PARK, AND DECLARING AN EMERGENCY.**

WHEREAS, the City acquired the Belden Lodge in Southgate Park in 2006 and has been unable to economically convert or adapt it to a government use; and

WHEREAS, City Council previously authorized the City to market and sell the property; and

WHEREAS, City Council previously approved the sale of the Belden Lodge to Table for Life, LLC by Resolution 2012-R70, however, Table for Life, LLC failed to perform its contract; and

WHEREAS, Theodore V. Swaldo has entered into a Purchase Agreement with the City of Green for the property known as Belden Lodge in Southgate Park; and

WHEREAS, the Administration desires to proceed with the sale of the property to Theodore V. Swaldo for their business venture and believes it is in the best interest of the City to accept this Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:**

**SECTION ONE:**

Green City Council authorizes the City to enter into a Real Estate Purchase Agreement (attached is Exhibit "A"), with Theodore V. Swaldo to proceed with the transaction for the property known as Belden Lodge in Southgate Park

**SECTION TWO:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SECTION THREE:**

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: June 11, 2013  
Molly Kapeluck  
Molly Kapeluck, Clerk

Dave France  
Dave France, Council President

APPROVED: June 11, 2013  
Richard G. Norton  
Richard G. Norton, Mayor

COPIED \_\_\_\_\_  
SVCE ZONE PARK ROAD ENG  
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: June 11, 2013

ON ROLL CALL: Colopy - yea France - yea Humphrey - yea Knodel - yea  
Neugebauer - yea Reed - yea Summerville - yea Adopted 7-0

Suburbanite publication on June 16 and June 23, 2013  
Molly Kapeluck  
Molly Kapeluck, Clerk

05/08/2013 Approved as to form and content by Stephen J. Pruneski, Law Director SP 5/7/13

Exhibit A  
2013-R35

COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE AGREEMENT

1. The undersigned agrees to buy the following real estate situated in Green Township/City Summit County, Ohio, said premises being known as Parcel #2810853 and further known as street & no. 5430 Massillon Road, North Canton, Ohio 44720 with an approximate lot size of 8.715 acres and further described as: TR 34 Lot SE W of Massillon Road 100.77 feet FRT 8.715 AC AUD#10689, hereinafter the "Premises."
2. PAYMENT: The purchase agrees to pay \$625,000.00  
Deposit with this agreement (To be deposited upon acceptance  
of this agreement) Cash \_\_\_\_\_ Check X \$ 10,000.00  
  
Balance at closing \$615,000.00
3. INCLUDED IN THE SALE: The Real Estate shall include, without limitation, the following: all electrical, plumbing, heating, air conditioning equipment, and permanently attached fixtures, if any, except:  
N/A
4. PERSONAL PROPERTY: The following personal property shall be included in the sale:  
N/A
5. ADDITIONAL TERMS AND CONDITIONS: See attached Addendum, which shall become part of this Purchase Agreement.
6. CONTINGENCIES:  

(a) ENVIRONMENTAL INSPECTION: See attached Addendum, which is part of this Purchase Agreement.

(b) OTHER: See attached Addendum, which is part of this Purchase Agreement.

Addendum attached: Yes X No \_\_\_\_\_
7. "AS IS" CLAUSE: By initialing this paragraph, Purchaser understands that any and all non-written representations regarding the property are specifically disclaimed and Purchaser agrees and acknowledges that the Premises are being conveyed "as is" and that Purchaser is relying solely upon his own examination of the Real Estate and any herein required inspections for its physical condition and character, and the Real Estate's suitability for Purchaser's intended use thereof, and that neither Owner, broker, nor agent have made any representations or warranties, either express or implied, regarding the property, including, but not limited to the condition of roof, basements (structural or water seepage), furnace, air conditioner, well, septic or sewer system, electric, plumbing, appliances and zoning and other governmental regulations excepting only the following specific representations confirmed here in writing: \_\_\_\_\_  
  
Purchaser has read and understands the above "as is" clause. Purchaser's initials  
TJS 4/15/13  
Date Date Date
8. DEED AND CLOSING: Owner shall pay transfer taxes and shall convey marketable title by general warranty deed, or fiduciary deed, if appropriate with release of dower, if any, and the entire transaction shall be closed (CLOSING SHALL BE DATE OF DELIVERY OF DEED; DELIVERY OF DEED TO BE DEFINED AS DATE OF COMPLETED STATEMENT) not later than thirty (30) days after all contingencies contained in the Addendum to Purchase Agreement have been met.

9. EVIDENCE OF TITLE: Owner shall provide to Purchaser a title insurance commitment for an Owner's Title Policy in the amount of the purchase price, which shall be certified to the date of filing of deed. The title of property shall be good and marketable in fee simple and shall be in accordance with the standards of The Ohio State Bar Association. Owner and Purchaser shall share equally the cost of the evidence of title, which Owner is required to provide hereunder, including without limitation, the cost of title search, policy commitment, and escrow fee.
10. TAXES, UTILITIES AND DEPOSITS: Real Estate taxes, installments of assessments, rents and operating expenses shall be prorated as of the date of Closing. Owner shall pay all taxes and assessments which are owing, including delinquencies and penalties, prorated to date of settlement statement, and utilizing a 365 day pro rate basis. Proration shall be based upon the last available current tax duplicate excluding any agricultural tax recoupment. Purchaser agrees to pay the amount of such recoupment. Purchaser shall pay all taxes, installments of assessments, and operating expenses which may become due and payable following date of Closing. Any security and/or damage deposits held by Owner shall be transferred to Purchaser at Closing. REAL ESTATE TAXES AND ASSESSMENTS ARE SUBJECT TO CHANGE BY GOVERNMENTAL AUTHORITY. Utilities shall be borne by Owner to the later of the date Owner vacates Premises or settlement statement. If the amount of any proratable expense is not available at time of Closing, Owner and Purchaser agree to prorate them outside of Closing when the exact amounts become available.
11. POSSESSION: Owners agrees, prior to Closing, to remove all junk, trash or items not to be conveyed to Purchaser and to deliver complete possession of the Premises subject to tenant's rights on date of closing.
12. DAMAGE OR DESTRUCTION OF PROPERTY: Owner agrees that upon delivery of deed, all improvements constituting a part of the Premises shall be in the same condition as they are on the date of this offer, reasonable wear and tear expected. Risk of loss to the Premises shall be borne by Owner and all damage promptly repaired until delivery of deed, provided that if any improvement is substantially damaged or destroyed prior to delivery to deed. Purchaser may (1) proceed with transaction and be entitled to all insurance money payable to Owner, or (2) rescind the Contract, and thereby release all parties from liability hereunder by giving written notice to Owner and Broker within 10 days after Purchaser has written notice of damage or destruction. Failure by Purchaser to so notify shall constitute an election to proceed with the transaction.
13. INDEMNITY: Owner and Purchaser acknowledge that the REALTORS involved in the sale are relying on all information provided or supplied by Owner or his sources in connection with the Real Estate, and agree to indemnify and hold harmless the REALTORS, their agents and employees, from any claims, demands, damage suits, liabilities, costs and expenses (including reasonable attorney's fees and litigation expenses) arising out of any misrepresentation or concealment of facts by Owner of his sources.
14. MISCELLANEOUS: This Contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Contract shall be in writing, signed by Purchaser(s) and Owner(s) and copies provided to them. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. All provisions of this contract shall survive the closing. In compliance with fair housing laws, no party shall in any manner discriminate against any Purchaser or Purchasers because of race, color, religion, sex, familial status, handicap or national origin. Paragraph captions are for identification only and are not a part of this Contract. Ohio Law to apply. This contract has been entered into in Summit County, Ohio.
15. EXPIRATION AND ACCEPTANCE. This offer shall remain open for acceptance until 6:00 p.m., Green, Ohio time on April 29, 2013, and a signed copy shall be returned to Purchaser upon acceptance.

TIME IS OF THE ESSENCE IN ALL PROVISIONS OF THIS CONTRACT.

IN ORDER TO CREATE AN ENFORCEABLE AGREEMENT BETWEEN PURCHASER AND OWNER, THIS OFFER, OR ANY COUNTEROFFERS MUST BE IN WRITING AND SIGNED BY PURCHASER AND OWNER, WITH ALL CHANGES, ADDITIONS OR DELETIONS TO BE INITIALED BY PURCHASER AND OWNER, AND DATED, PRIOR TO ACCEPTANCE.

FACSIMILE (FAX) SIGNATURES CONSTITUTE A VALID SIGNING OF THIS AGREEMENT.

PURCHASER TO ADVISE OWNER IN WRITING HOW TITLE WILL BE TAKEN.

Theodore V. Swaldo 4/15/13 [Signature] [Signature]  
Purchaser's Signature Date Owner's Signature Date  
4/26/13

Theodore V. Swaldo  
Purchaser's Name Printed

City of Green,  
By its Mayor Richard G. Norton  
Owner's Name Printed

7170 Farmdale Avenue N.W.  
Address

1755 Town Park Boulevard  
Address

North Canton, Ohio 44721  
City, State & Zip

P.O. Box 278  
Address

ted@gervasivineyard.com  
E-mail Address

Green, Ohio 44232-0278  
City, State & Zip

RMonteith@cityofgreen.org  
E-mail Address

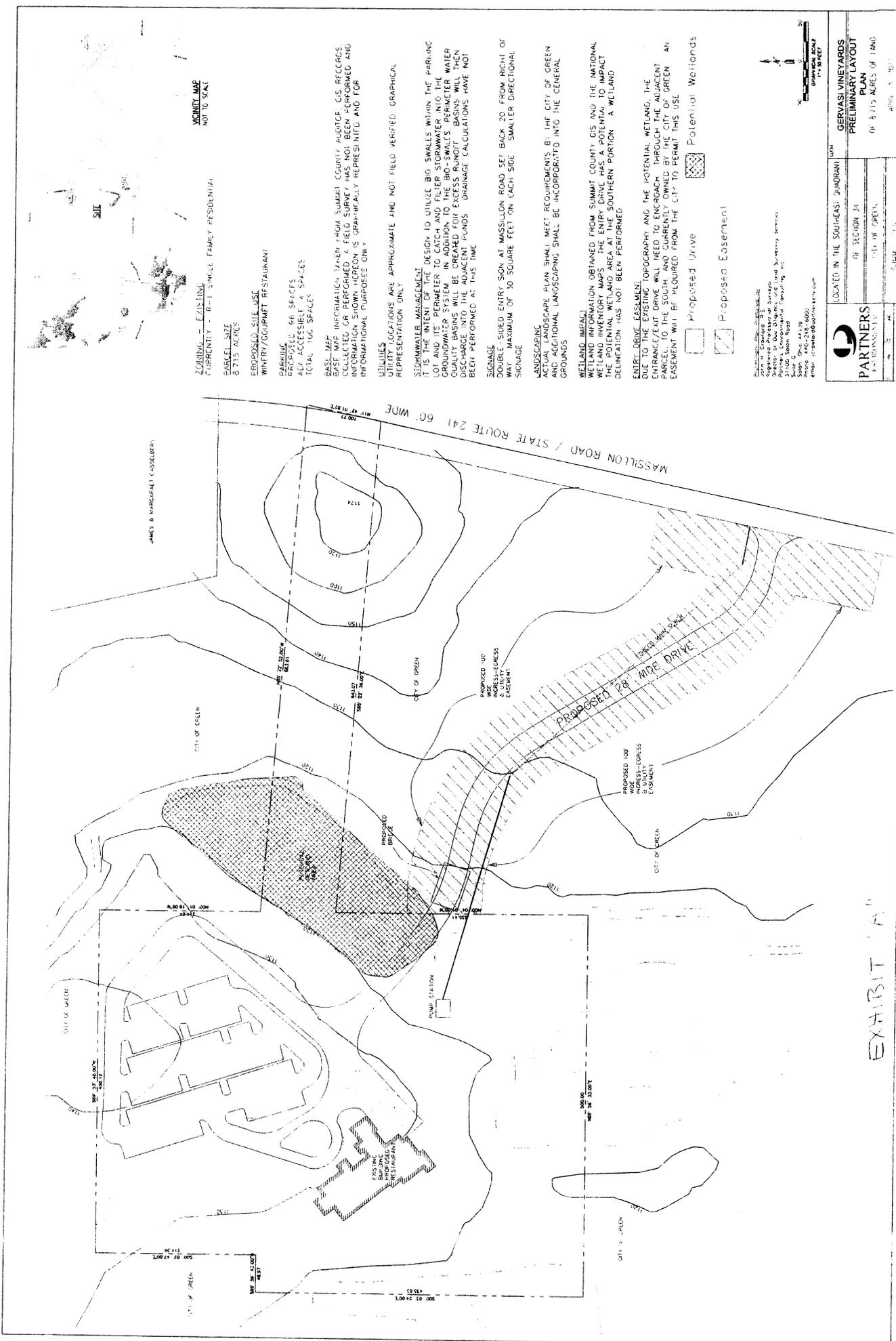
[Signature]  
Witness to Purchaser's Signature

Approver as to Form:  
[Signature]  
Witness to Owner's Signature

PURCHASER AND OWNER HEREBY ACKNOWLEDGE RECEIPT OF A FULLY SIGNED COPY OF PURCHASE AGREEMENT

Theodore V. Swaldo 4/15/13 [Signature]  
Purchaser Date Owner Date

Purchaser has deposited with Broker the sum received for below which shall be returned to Purchaser, upon Purchaser request, if no contract shall have been entered into. Upon acceptance of this Contract by both parties, Broker shall deposit such amount in its non-interest bearing trust account to be disbursed, subject to collection by Broker's depository, as follows: (a) deposit shall be applied on purchase price or returned to Purchaser when transaction is closed; (b) if Owner fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned; (c) if Purchaser fails or refuses to perform, this deposit shall be paid to Owner, which payment, or the acceptance thereof, shall not in any way prejudice the rights of Owner or Broker in any action for damages or specific performance; (d) in the event of a dispute over the disposition of the deposit, Broker shall retain the deposit until (i) Purchaser and Owner have settled the dispute, (ii) disposition has been ordered by a final court order, or (iii) Broker deposits said amount with a court pursuant to applicable court procedures. We hereby acknowledge the deposit of \$10,000.00 which will be deposited upon acceptance and together with any additional cash payments made by the Purchasers before date of delivery of deed is to be delivered and held in escrow by Howard Hanna, Listing realtor, until closing of this transaction according to the terms of the foregoing Amendment.  
AGENCY DISCLOSURE FORM ATTACHED: YES X NO \_\_\_\_\_  
Selling Company \_\_\_\_\_ By: \_\_\_\_\_



**ZONING** - EXISTING  
CURRENTLY - R-1 SINGLE FAMILY RESIDENTIAL

**PARCEL SIZE**  
8.715 ACRES

**PROPOSED SITE USE**  
WINERY/FOODPARK RESTAURANT

**PARKING**  
PROPOSED 66 SPACES  
ALL ACCESSIBLE 2 SPACES  
TOTAL 106 SPACES

**BASE MAP**  
BASE MAP INFORMATION TAKEN FROM SUMMIT COUNTY AUDITOR GIS RECORDS  
COLLECTED OR PERFORMED A FIELD SURVEY HAS NOT BEEN PERFORMED AND  
INFORMATION SHOWN HEREON IS GRAPHICALLY REPRESENTED AND FOR  
INFORMATIONAL PURPOSES ONLY

**UTILITIES**  
UTILITY LOCATIONS ARE APPROXIMATE AND NOT FIELD VERIFIED. GRAPHICAL  
REPRESENTATION ONLY

**STORMWATER MANAGEMENT**  
IT IS THE INTENT OF THE DESIGN TO UTILIZE BIO-SWALES WITHIN THE PARKING  
LOT AND ITS PERIMETER TO CATCH AND FILTER STORMWATER AND THE WATER  
QUALITY BASINS WILL BE CREATED FOR EXCESS RUNOFF. BASINS WILL THEN  
DISCHARGE INTO THE ADJACENT PONDS. DRAINAGE CALCULATIONS HAVE NOT  
BEEN PERFORMED AT THIS TIME

**SIGNAGE**  
DOUBLE SIDED ENTRY SIGN AT MASSILLON ROAD SET BACK 30' FROM RIGHT OF  
WAY. MAXIMUM OF 30 SQUARE FEET ON EACH SIDE. SMALLER DIRECTIONAL  
SIGNAGE

**LANDSCAPING**  
LANDSCAPING AND ADDITIONAL LANDSCAPING SHALL BE INCORPORATED INTO THE GENERAL  
AND ADDITIONAL LANDSCAPING SHALL BE INCORPORATED INTO THE GENERAL  
FOUNDATIONS

**WETLAND (IMPAI)**  
WETLAND INFORMATION OBTAINED FROM SUMMIT COUNTY GIS AND THE NATIONAL  
WETLAND INVENTORY. THIS INFORMATION HAS BEEN REVIEWED AND FOUND TO IMPACT  
THE POTENTIAL WETLAND AREA AT THE SOUTHERN PORTION. A WETLAND  
DELINEATION HAS NOT BEEN PERFORMED

**ENTRY DRIVE EASEMENT**  
DUE TO THE EXISTING TOPOGRAPHY AND THE POTENTIAL WETLAND, THE  
PARKING/EXIT DRIVE WILL NEED TO ENCRANCH THROUGH THE ADJACENT  
PARKING LOT AND WETLAND AREAS OWNED BY THE CITY OF GREEN. AN  
EASEMENT WILL BE REQUIRED FROM THE CITY TO PERMIT THIS USE

**Proposed Drive**

**Proposed Easement**

**Potential Wetlands**

**Proposed 28' Wide Drive**

**Proposed 100' Ingress-Egress Easement**

LOCATED IN THE SOUTHWEST QUADRANT  
OF SECTION 38  
TOWNSHIP 13N  
RANGE 103E

**GERVASI VINEYARDS  
PRELIMINARY LAYOUT  
PLAN**  
OF 8.715 ACRES OF LAND  
APRIL 15, 2017

**PARTNERS**  
PARKINSON LLP

31100 S. Main Street  
Suite 200  
Denver, CO 80202  
773.440.0000

Prepared For: Gervasi Vineyards  
Prepared By: Partners Parkinson LLP  
31100 S. Main Street  
Suite 200  
Denver, CO 80202  
773.440.0000

DATE: 04/15/17  
SCALE: 1" = 50 FEET

EXHIBIT "A"

**ADDENDUM TO PURCHASE AGREEMENT DATED APRIL 15<sup>th</sup>, 2013 BETWEEN  
THE CITY OF GREEN AND THEODORE V. SWALDO**

1. The determination by Buyer within One Hundred Eighty (180) days after the date hereof that the zoning of said property is acceptable to Buyer in his sole judgment for Buyer's intended use of the property. If Buyer determines that the zoning of said property is not acceptable, then and in that event, Buyer may, on written notice to the escrow agent and to the Seller received prior to One Hundred Eighty (180) days from the date hereof, terminate this Agreement, and it shall be null and void for all purposes and the down payment shall be forthwith returned to Buyer. In this regard, Seller agrees to revise the existing R-1 zoning classification using the Special Use Permit ordinance to allow the Property to be used for commercial purposes. All final conditions, restrictions, or modifications to the existing zoning must be acceptable to the Buyer. An Application for a Special Use Permit will be initiated at the time of acceptance of the Purchase Agreement by the parties. The Application for a Special Use Permit will include but not be limited to the following uses anticipated by the Buyer.

- Restaurant
- Special events center
- Wine and alcohol sales similar to Gervasi Vineyard and Italian Bistro
- Wine, beer and/or spirit manufacturing
- General Business Office

2. Buyer satisfactorily completing a diligent inspection of the property and satisfying itself as to the feasibility of the property for its intended use. Buyer's inspection may include, without limitation, tests of the subsurface soil conditions of the property, boundary surveys, engineering reports, feasibility studies, and environmental inspections. Buyer and Buyer's agents shall have access to the property for such inspections. If Buyer determines that the property is unacceptable, then and in that event, Buyer may, on written notice to the escrow agent and to the Seller received prior to One Hundred Eighty (180) days from the date hereof, terminate this Agreement, and it shall be null and void for all purposes and the down payment shall be forthwith returned to Buyer.

3. Buyer and Buyer's agents are granted the right to enter said property at any time after the signing of the Purchase Agreement for the purpose of conducting at Buyer's own cost and expense such environmental, soil, geologic and engineering investigations as Buyer may desire or as may be required by any public agency, governmental agency or Army Corp. of Engineers required to approve the erection of improvements for Buyer's intended use of the property. Buyer agrees to indemnify and hold Seller, the property of Seller and the property covered by this Agreement free and harmless from any costs of liability incurred by reason of any such investigation or investigations. If Buyer determines after receipt of such investigations that the property is not acceptable for Buyer's intended use of the property, Buyer may, on written notice to the escrow agent and to the Seller received prior to One Hundred Eighty (180) days from the date hereof, terminate this Agreement, and it shall be null and void for all purposes and the down payment shall be forthwith returned to Buyer.

4. Buyer's ability to obtain a perpetual One Hundred foot (100') wide easement and right of way over the adjoining property owned by the Seller to the south of the property being herein conveyed within Sixty (60) days of the signing of the Purchase Agreement for the purposes of ingress and egress to State Route 241 and to connect the gas, water, electrical, sanitary sewer and storm sewer utilities from the property line to the premises for the Buyer's intended use of the property. The location of the easement and right of way shall be at the sole discretion of the Buyer and must also be approved by the Army Corp of Engineers, Ohio EPA, Ohio Department of Transportation, Summit County and any and all other governmental agencies. The easement and right of way shall also include a Two Hundred Fifty foot (250') easement and right of way at the entrance of State Route 241 to permit the Buyer to erect an entrance way to the property. The cost and expense of the construction of the entrance way shall be born solely by the Buyer, and the Buyer agrees to indemnify and hold the Seller harmless from any cost, expense or liability for construction of the entrance. The cost of any repair or maintenance to the entrance shall be at the expense of the Buyer. The exact location of the One Hundred foot (100') wide easement and right of way and Two Hundred Fifty foot (250') easement and right of way at the entrance of State Route 241 is attached hereto and incorporated herein as **Exhibit A**.

5. Buyer's ability to obtain a temporary easement for the use of the current access roads utilized by the Seller to obtain ingress and egress to the existing building on the property until completion of the One Hundred foot (100') wide easement and right of way hereinbefore granted to the Buyer for ingress and egress to the property. The temporary easement and right of way for use of the access roads to the property will be utilized by Buyer to commence construction to the existing building on the property and will be extinguished upon the completion of the aforementioned perpetual One Hundred foot (100') wide easement and right of way as hereinabove provided at number four (4) of this Addendum to Purchase Agreement.

6. Buyer's ability to obtain a liquor license from federal authorities and the State of Ohio allowing Buyer to manufacture and sell wine, beer and/or spirits. The permit issued by the State of Ohio must be suitable for Buyer's intended use of the property. If Buyer determines that he is unable to acquire the necessary liquor licenses prior to closing, this Agreement shall be null and void for all purposes and the down payment shall be forthwith returned to Buyer.

7. Seller shall convey marketable title by General Warranty Deed. All Deed restrictions are to be reviewed and deemed acceptable by the Buyer prior to closing.

8. To evaluate the possibility of acquiring the Property, to satisfy the conditions contained in this Addendum, and to consummate the transaction contemplated, the Seller agrees that for a period of One Hundred Eighty (180) days after the date of this Purchase Agreement, the Seller and their respective officers and agents shall not initiate, solicit, or accept any offer or proposal, regarding the possible acquisition by any person other than the Buyer.

9. If the Buyer is not satisfied with the results of its inspection, due diligence research, any conditions of the zoning, or the terms of the Special Use Permit, Buyer shall have the right to terminate this Agreement, and it shall be null and void for all purposes and the down payment shall be forthwith returned to Buyer.

10. If any conflict exists between the terms of this Addendum and the Purchase Agreement, the terms set forth in this Addendum shall control.

11. The individuals executing this Purchase Agreement on behalf of Buyer and Seller represent that they have full authority to bind Buyer and Seller to the terms of this Agreement and further agree to provide proof of such authority, upon request.

12. Any notice to be provided pursuant to this Agreement shall be in writing and sent to the parties by U.S. Mail or e-mail as follows:

City of Green  
Attn: Service Director  
1755 Town Park Boulevard  
P.O. Box 278  
Green, Ohio 44232-0278  
[RMonteith@cityofgreen.org](mailto:RMonteith@cityofgreen.org)

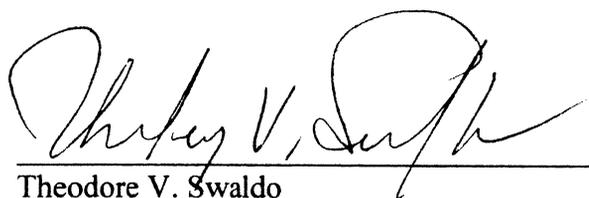
Theodore V. Swaldo  
7170 Farmdale Avenue N.W.  
North Canton, Ohio 44721  
[ted@gervasivineyard.com](mailto:ted@gervasivineyard.com)

With copy to Stephen J. Pruneski,  
Law Director  
[SPruneski@cityofgreen.org](mailto:SPruneski@cityofgreen.org)

With copy to James G. Mannos, Esq.  
[jmannos@lawlion.com](mailto:jmannos@lawlion.com)

13. Buyer shall have the right prior to closing to assign his interest in the Purchase Agreement to an entity created by Buyer to hold title on his behalf.

**Buyer**



Theodore V. Swaldo

Email: [ted@gervasivineyard.com](mailto:ted@gervasivineyard.com)

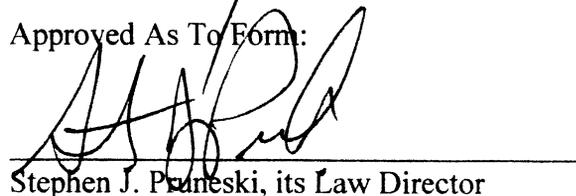
**Seller**

City of Green



By its Mayor, Richard G. Norton

Approved As To Form:



Stephen J. Pruneski, its Law Director

Patrick Corrigan / Howard Hanna Realty  
Real Estate Sales Agent / Agency (Printed)

Ph: 330-338-7347 Fax: 330-899-9744

Email: [patrick@thecorriganteam.com](mailto:patrick@thecorriganteam.com)

RE Agent: Phone/ Fax/ Email

**ADDENDUM TO COMMERCIAL/INDUSTRIAL REAL  
ESTATE PURCHASE AGREEMENT**

Addendum to Commercial/Industrial Real Estate Purchase Agreement dated April \_\_\_\_\_, 2013 by and between City of Green, Owner, and Theodore V. Swaldo, Purchaser for the real estate: Situated in Green Township, Summit County, Ohio, said premises being known as Parcel No. 2810853 and further known as 5430 Massillon Road, North Canton, Ohio 44720 with an approximate lot size of 8.715 acres and further described as: TR 34 Lot SE W of Massillon Road 100.77 feet FRT 8.715 AC AUD#10689.

This Addendum provides for additions, revisions, reservations, contingencies, and/or changes, as the case may be, to the subject Commercial/Industrial Real Estate Purchase Agreement as follows:

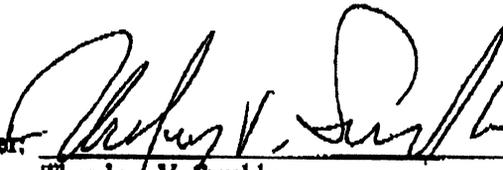
1. The Commercial/Industrial Real Estate Purchase Agreement is contingent upon acceptance by the Green City Council. Acceptance by Green City Council means the passage of a resolution approving the Commercial/Industrial Real Estate Purchase Agreement and all Addendums to the Commercial/Industrial Real Estate Purchase Agreement.
2. Owner and Purchaser recognize that Owner has a strong, vested interest in maintaining condition of the Property due to its proximity to Owner's Southgate Park. Owner and Purchaser further agree that the terms of this Agreement arise from a desire to form a relationship between the parties due to the uniqueness of this Property.

Owner and Purchaser agree that as long as Purchaser, Purchaser's heirs, or an entity owned by Purchaser, owns the Property, Purchaser will not sell or transfer its interest in the Property to any other individual or entity unless or until Purchaser offers Owner the opportunity to purchase the Property on the same terms and conditions offered to Purchaser by a bonafide third party purchaser. Upon the receipt of any offer to purchase the Property and any business operated on the property, Purchaser shall provide written notice of the offer, along with a copy of the written offer to Owner. Owner shall have thirty (30) days from the receipt of the written copy of the offer to exercise its right to purchase the Property from the Purchaser on the same terms and conditions. If Owner does not exercise its right to purchase the Property and/or business within thirty (30) days by submitting a written notice to Purchaser, Owner's right of first refusal shall be deemed void.

Signing this Addendum shall constitute a mutual agreement to all of the above by the City of Green, By Richard G. Norton, its Mayor, Seller, and Theodore V. Swaldo, Purchaser.

We, the undersigned Seller and Purchaser, respectively, acknowledge and agree that the herein additions, revisions, reservations, contingencies, and/or changes, as the case may be, are agreeable to and accepted by us and are part of our total agreement concerning said sale.

This Addendum is considered a part of subject Commercial/Industrial Real Estate Purchase Agreement dated April \_\_\_\_\_, 2013 as though fully written thereon. All other terms and conditions of said agreement not modified by this addendum are to remain in full force and effect.

Purchaser:  Date: \_\_\_\_\_  
Theodore V. Swaldo

Seller:  Date: \_\_\_\_\_  
City of Green  
By: Richard G. Norton, its Mayor

APPROVED AS TO FORM:  
  
STEPHEN J. PRUNESKI  
LAW DIRECTOR