

ORDINANCE NO. 126-2025(PD): *First
Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute an amendment to a real estate purchase agreement with National Church Residences dated February 25, 2025 for the sale of certain real property consisting of approximately 1.049 acres of vacant land on Lancashire Road, and identified as Permanent Parcels Nos. 685-11-024 and 685-11-004 for the purpose of extending the due diligence and inspection period therein to October 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, certain real property identified as Permanent Parcels No. 685-11-024 and 685-11-004, and consisting of vacant land on Lancashire Road, Cleveland Heights, Ohio (the "Property") is currently owned by the City and used for public parking lots; and

WHEREAS, on February 25, 2025, the City and National Church Residences ("Purchaser") entered into a purchase agreement ("Purchase Agreement") for the sale of the Property for redevelopment; and

WHEREAS, the Purchase Agreement provides the Purchaser a due diligence and inspection period that expires on June 25, 2025; and

WHEREAS, the Mayor and Purchaser now desire to amend the Purchase Agreement for the purpose of extending the due diligence and inspection period therein to October 31, 2025; and

WHEREAS, this Council has determined that it is in the best interest of the City and its residents to authorize the Mayor to execute an amendment to the Purchase Agreement for the purpose set forth above.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute an amendment to the Purchase Agreement substantially in accordance with the terms of the draft amendment attached hereto as Exhibit A, for the purpose of extending the due diligence and inspection period therein to October 31, 2025.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one

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newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the timely extension of the due diligence and inspection period before the expiration of the same. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.



TONY CUDA
President of Council



ADDIE BALESTER
Clerk of Council

PASSED: June 16, 2025

Presented to Mayor: 06/18/2025 Effective date: 06/27/2025*

KAHLIL SEREN
Mayor

*Effective date per Article IV, Section 5 of the Codified Ordinances of the City of Cleveland Heights

**FIRST AMENDMENT
TO
REAL ESTATE PURCHASE AGREEMENT**

THIS FIRST AMENDMENT (“Amendment”) to a certain REAL ESTATE PURCHASE AGREEMENT (“Agreement”) dated February 25, 2025 by and between the **CITY OF CLEVELAND HEIGHTS, OHIO**, an Ohio municipality organized under the laws of the State of Ohio and its Charter, with its principal place of business located 40 Severance Circle, Cleveland Heights, Ohio 44118 (“Seller”) and **NATIONAL CHURCH RESIDENCES**, an non-profit corporation, with its principal place of business located at 2245 N. Bank Dr., Columbus, Ohio 43220 (“Purchaser”), is entered into this _____ day of _____, 2025.

WHEREAS, Seller and Purchaser entered into the Agreement to provide for the purchase and sale of the Property, as defined within the Agreement; and

WHEREAS, the Agreement provides for a 120-day Inspection Period to conduct due diligence and inspections of the Property, which is set to expire on June 25, 2025; and

WHEREAS, Seller and Purchaser desire to extend the Inspection Period to October 31, 2025; and

WHEREAS, Seller and Purchaser desire to enter into this Amendment to extend the Inspection Period as set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. Defined Terms; Recitals. All capitalized terms used and defined in the Agreement shall have the same meanings herein. The recitals set forth above are incorporated herein as if fully rewritten herein.
2. Due Diligence/Inspection Period. Section 3.3 of the Agreement, entitled “Due Diligence,” is hereby amended and restated as follows:

“3.3 Due Diligence. For a period commencing upon the Effective Date, and continuing Until October 31, 2025 (“Inspection Period”), Purchaser, together with its agents, employees, and authorized representatives (“Purchaser’s Agents”), shall have the right to perform any and all due diligence inspections, including, without limitation, any general inspections and surveys of the Property, soil testing, quality and compaction, environmental and any other appropriate tests to determine the condition of the Property, the suitability for its intended use, whether the Property is in compliance with all applicable federal, state, or local

laws, rules, ordinances, regulations, and codes, and any other matters which Purchaser desires to inspect (“Inspections”).

(a) Seller shall provide Purchaser with reasonable access to the Property, upon reasonable advance written notice from Purchaser, to perform such due diligence inspections by Purchaser, and its respective agents. The Seller shall have the right to have its representative present at the Property during any Inspections. In no event shall Purchaser’s agents make any intrusive physical testing of the Property without the prior written consent of Seller which consent shall not be unreasonably withheld. Purchaser shall promptly restore the Property to the condition existing prior to the Inspections and repair any damage to the Property resulting from any of the Inspections conducted by or on behalf of Purchaser.

(b) If during the Inspection Period, the results of the due diligence inspections reveal conditions of the Property that are unacceptable to Purchaser or that render the Property unfit for Purchaser’s intended use, in its reasonable discretion, then Purchaser may terminate this Agreement. To effectuate a termination of this Agreement pursuant to this Section, the Purchaser shall provide the Seller written notice of said termination on or before the expiration of the Inspection Period of any such unacceptable matter or condition, together with a copy of any applicable report or survey describing such matter. Upon the termination of this Agreement under this Section, the Earnest Money shall be returned to Purchaser.

(c) Upon request from Purchaser, Seller shall provide Purchaser with copies of all tests, surveys, reports, or other documents (“Reports”) concerning the Property in Seller’s possession. Upon request from Seller, Purchaser shall provide Seller with copies of all Reports related to the Inspections.

3. Balance of Agreement. The balance of the Agreement not otherwise modified herein shall remain unmodified and in full force and effect.
4. Counterparts. This Amendment may be executed by all parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Amendment and shall effectively amend the Agreement.

[Remainder of Page Intentionally Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties below have executed this Amendment effective as of the date hereinabove.

SELLER:

CITY OF CLEVELAND HEIGHTS, OHIO

Kahlil Seren, Mayor

Date: _____

PURCHASER:

NATIONAL CHURCH RESIDENCES

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and correctness:

William R. Hanna, Law Director