

BEREA CITY COUNCIL

City of Berea, Ohio

ORDINANCE NO. 2024-24

By: Councilwoman Mary K. Brown Sponsor: Mayor Cyril M. Kleem

AN ORDINANCE

AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A LISTING AGREEMENT WITH A PROFESSIONAL REALTOR FOR THE MARKETING AND SALE OF 21 BAKER STREET, AND TO SUBSEQUENTLY, AND UPON THE APPROVAL OF BOARD OF CONTROL, ENTER INTO A STANDARD RESIDENTIAL PURCHASE AGREEMENT FOR THE SALE OF 21 BAKER STREET, WHICH IS NO LONGER NEEDED FOR MUNICIPAL PURPOSES, TO THE PERSON OR ENTITY SUBMITTING THE HIGHEST AND BEST OFFER, AND TO EXECUTE ALL DOCUMENTS RELATED TO THE SALES, AND DECLARING AN EMERGENCY.

WHEREAS, the property located at 21 Baker Street, Permanent Parcel Number 363-13-037, ("the Property") is approximately .184 acres and includes a single-family home that is approximately 1824 square feet; and

WHEREAS, in Ordinance No. 2021-21, the Council of the City of Berea authorized the Mayor to enter into a pass-through and purchase agreement with the Cuyahoga County Land Reutilization Authority to obtain title to the Property, at a cost of \$100 plus associated filing fees, for the purpose of development; and

WHEREAS, on or about March 21, 2024, title to the property was transferred to the City of Berea; and

WHEREAS, this Council finds that this home should not be maintained, repaired or renovated using public funds and should, instead, be sold using the services of a licensed, professional realtor, to the person or entity making the highest and best offer; and

WHEREAS, the Council and Administration continue to support all reasonable efforts to encourage owner-occupied housing in the City including deed restrictions, as set forth in Resolution No. 2019-58, and, therefore, shall transfer this property subject to a deed restriction requiring owner-occupancy; and

WHEREAS, this Council finds that the property located at 21 Baker Street is no longer needed for any municipal purposes.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Berea, State of Ohio:

BEREA CITY COUNCIL

City of Berea, Ohio

ORDINANCE NO. 2024-24

SECTION 1. That this Council finds that the home located at 21 Baker Street, Permanent Parcel No. 363-13-037, and as further described in Exhibit A, which is attached hereto and incorporated by reference, is not needed for any municipal purpose, and hereby authorizes and directs the Mayor to enter into a standard form Realtor's listing agreement with a professional, licensed realtor to market and sell the property, and to execute all documents related thereto.

SECTION 2. That the Mayor be, and hereby is, authorized, upon approval by the Board of Control, to subsequently enter into a standard residential purchase agreement for the sale of the property located at 21 Baker Street, as further described in Exhibit A, to the person or entity making the highest and best offer, with such sale being subject to a deed restriction requiring owner occupancy, and to execute all documents related thereto.

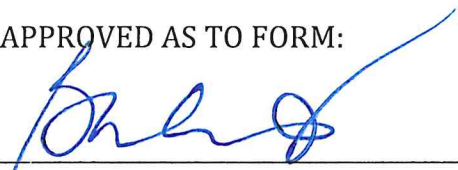
SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, or providing for the usual daily operation of a municipal department, and for the further reason that it is in the best interests of the City to sell this municipal property at the earliest possible time to avoid paying additional property taxes and costs to maintain the property. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

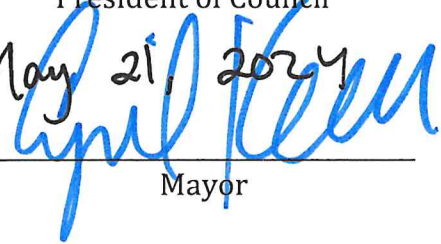
PASSED: May 20, 2024

ATTEST: 
Clerk of Council

APPROVED AS TO FORM:


Director of Law


President of Council

APPROVED: May 21, 2024

Mayor

PASS-THROUGH SALE-PURCHASE AND DEVELOPMENT AGREEMENT

This Pass-Through Sale-Purchase and Development Agreement (this "Agreement") is entered into on this ____ day of _____, 2021, by and between the CITY OF BEREA ("Buyer") and the CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION (the "CCLRC") under the following circumstances:

- A. Buyer is a municipality duly organized and existing under Ohio Law.
- B. The CCLRC is an Ohio nonprofit community improvement corporation, exempt from federal income taxation under Section 115(1) of the Internal Revenue Code, organized for the purposes of, among others, (i) facilitating the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property within Cuyahoga County, Ohio (the "County") for whose benefit the corporation is organized; and (ii) efficiently hold and manage vacant, abandoned, or tax-foreclosed real property pending its reclamation, rehabilitation, and reutilization.
- C. Certain real property bearing the street address of **21 Baker Street, Berea, Ohio, 44017** and being identified as **Permanent Parcel Number 363-13-037** in the real estate records of the County (hereinafter, the "Real Property") is tax delinquent and may be eligible to be transferred to the CCLRC in lieu of tax foreclosure, as a result of tax foreclosure or forfeiture, or may otherwise become available for acquisition by the CCLRC.
- D. Buyer has indicated its willingness to acquire the Real Property from CCLRC for the purpose of redevelopment if the CCLRC is willing and able to acquire the Real Property.
- E. In accordance with its statutory purposes of facilitating the reclamation, rehabilitation, and reutilization of real property within the County, the CCLRC is willing to acquire the Real Property and transfer it to Buyer on the terms, provisions and conditions set forth below.

NOW THEREFORE, Buyer and the CCLRC in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree and promise as follows:

1. Buyer's Obligations. Buyer agrees as follows:
 - a. that Buyer shall accept title to the Real Property at closing and that closing shall occur within **thirty (30) days** from the CCLRC Acquisition Date. The "CCLRC Acquisition Date" shall mean the date the deed vesting title to the Real Property in the name of the CCLRC is recorded in the real estate records of the County and the "CCLRC Holding Period" shall mean the time period between the CCLRC Acquisition Date and closing. The CCLRC Holding Period may be extended by the CCLRC in its sole discretion after a written request for such extension by the Buyer;
 - b. to pay the CCLRC at closing the purchase price of One Hundred Dollars (\$100.00) ("Purchase Price");
 - c. to pay one hundred percent (100%) of all closing and title insurance costs, if any;

- d. if Buyer requests and CCLRC agrees to extend the CCLRC Holding Period, Buyer shall reimburse the CCLRC for all CCLRC's holding costs in an amount not less than **One Hundred Dollars (\$100.00)** for every additional thirty (30) day period added to the CCLRC Holding Period (such "Holding Costs" shall not be subject to proration);
 - e. to unconditionally accept title to the Real Property from the CCLRC under any circumstances, and in furtherance thereof Buyer hereby irrevocably appoints CCLRC as its attorney-in-fact for filing, and authorizes CCLRC to file a quit claim deed transferring the Real Property from the CCLRC to Buyer ("CCLRC Deed") and to accept delivery of the CCLRC Deed on Buyer's behalf; and
 - f. in connection with this transaction, Buyer hereby covenants that it will cause the demolition, repair or rehabilitation of the structure(s) on the Real Property, if any, in accordance with all applicable federal, state or local laws, provided, however, that the consummation of the sale/purchase and the transfer of the Real Property under this Agreement is not contingent upon such demolition, repair or rehabilitation.
2. Buyer's Representations and Covenants. Buyer hereby represents and covenants to the CCLRC that:
- a. it has full power and authority (i) to enter into and perform its obligations under this Agreement and (ii) to acquire the Real Property in accordance with this Agreement;
 - b. upon the recording of the CCLRC Deed, Buyer shall be responsible for all obligations relating to the Real Property, including, but not limited to, taxes and assessments that accrue from and after the date of the recording of the CCLRC Deed, property condition, environmental conditions and remediation, if any; and
 - c. the representations of Buyer set forth in the recital paragraph A above are true and correct as of the date hereof.
3. CCLRC's Obligations. If the CCLRC is able to acquire the Real Property, the CCLRC hereby agrees:
- a. to hold title to the Real Property for and through the CCLRC Holding Period;
 - b. to take such actions as are necessary to cause the Real Property to be exempt from real property taxation during the CCLRC Holding Period as may be permitted by law;
 - c. to permit the Buyer, or its agents, contractors or subcontractors, by way of a license or otherwise to enter into or upon the Real Property for due diligence purposes during the CCLRC Holding Period; and
 - d. at closing, to provide Buyer with a written statement of the Holding Costs that are due and payable to CCLRC, if any.
4. CCLRC's Representations. The CCLRC hereby represents to Buyer that:
- a. it is duly organized as a not for profit community improvement corporation, is validly existing and in good standing under the laws of the State of Ohio;
 - b. it has full power and authority to enter into and perform this Agreement to acquire the Real Property under the terms hereof and to dispose of such Real Property in accordance with this Agreement; and
 - c. the representations of the CCLRC set forth in the recital paragraph B above are true and correct as of the date hereof.

5. Notice Addresses. Any notice given hereunder or in connection with this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed first class mail, postage prepaid, and addressed as follows:

a. If to Buyer:

CITY OF BEREA
Attention: Matt Madzy, Director
Economic Development
11 Berea Commons
Berea, Ohio 44017
Tel. (440)826-5800

b. If to the CCLRC:

CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION
Attention: Douglas Sawyer, Assistant General Counsel
812 Huron Road E, Suite 800
Cleveland, Ohio 44115
Tel. (216) 698-3543
Email dsawyer@cuyahogalandbank.org

6. Deed Authorization. By executing this instrument, Buyer hereby expressly and unconditionally authorizes CCLRC to file for record with the Cuyahoga County Recorder the CCLRC Deed transferring the Real Property to Buyer as contemplated in this Agreement; and further, such unconditional, continuing and irrevocable power of attorney hereby includes authorization to the CCLRC upon such filing to accept unconditional delivery of the CCLRC Deed on Buyer's behalf; and for such purposes Buyer additionally hereby grants the CCLRC a continuing power of attorney to file such CCLRC Deed and to accept delivery thereof as Buyer's agent, and on its behalf.
7. Real Property Conveyed "As Is, Where Is". CCLRC makes no warranties or representations whatsoever as to the condition or quality of the Real Property, all of which Buyer agrees shall be conveyed in its current "AS IS, WHERE IS" condition. Buyer hereby releases CCLRC from and against any and all liability with respect to the condition of the Real Property including, but not limited to, the environmental condition of the Real Property.
8. Termination. This Agreement may be terminated by the CCLRC at any time with written notice to Buyer. This Agreement may be terminated by Buyer only with the express written consent of the CCLRC.
9. Counterparts; Governing Law. This Agreement may be executed in any number of several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile or electronic mail and a signed counterpart delivered in such manner shall be as effective to bind the party delivering in such manner as if such party had delivered a counterpart with such party's original signature. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF BEREA

By: Cybil Klem

Print Name: Cybil Klem

Title: Mayor

County of Cuyahoga) ss:
State of Ohio)

Sworn to, subscribed and acknowledged in my presence this ___ day of _____, 20___, by _____, in his/her role as _____ of Buyer, for and on behalf of Buyer.

NOTARY

CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION

By: _____

Print Name: _____

Title: _____

363-13-037

LEGAL DESCRIPTION

**Situated in the City of Berea, County of Cuyahoga and State of Ohio:
And known as being the Northwesterly 16 50/100 feet of the Northeasterly 160 feet of Sublot No. Two Hundred Forty-two (242) and the Southeasterly 33 feet of the Northeasterly 160 feet of Sublot No. Two Hundred Forty-three (243) in Juliette E. and Lyman Baker's Re-Allotment of part of Original Middleburg Township, Section No. 17, as shown by the recorded plat of said Re-Allotment in Volume 5 of Maps, Page 44 of Cuyahoga County Records. Said parts of Sublots Nos. 242 and 243 together form a parcel of land having a frontage of 49 50/100 feet on the Southwesterly side of Baker Street, and extending back between parallel lines 160 feet, as appears by said plat, be the same more or less, but subject to all legal highways.**

Subject to (i) all easements, covenants, conditions and restrictions of record, (ii) all legal highways, (iii) zoning, building and other laws, ordinances and regulations, and (iv) real estate taxes and assessments not yet due and payable.

Permanent Parcel No: 363-13-037

Prior Instrument Reference: 202403190341