

BEREA CITY COUNCIL

City of Berea, Ohio

ORDINANCE NO. 2025-1

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

AN ORDINANCE

AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE BEREA LAND REUTILIZATION PROGRAM, TO ENTER INTO A STANDARD RESIDENTIAL PURCHASE AGREEMENT FOR THE SALE OF 228 THE MALL, WHICH IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSES, AND TO EXECUTE ALL DOCUMENTS RELATED TO THE SALE, AND DECLARING AN EMERGENCY.

WHEREAS, the vacant land located at 228 The Mall, Permanent Parcel Number 361-17-013, ("the Property") is approximately .234 acres (10,187 square feet); and

WHEREAS, the residential structure, formerly located at 228 The Mall, was razed in 2007; and

WHEREAS, on or about August 12, 2012, the Berea Land Reutilization Program obtained title to the property as a result of a foreclosure in the Cuyahoga County Court of Common Pleas, in Case No. BR-004015; and

WHEREAS, on August 22, 2023, a Land Appraisal Report was completed for the Property by a General Appraiser certified by the State of Ohio with said Land Appraisal Report concluding that the Fair Market Value of the Property is Twenty-Nine Thousand dollars and no cents (\$29,000.00); and

WHEREAS, the City received an offer to purchase the property for the amount of Thirty Thousand Dollars (\$30,000), which includes the fair market value of the property, and an additional One-Thousand Dollars (\$1,000) for the cost of the Land Appraisal Report; and

WHEREAS, this Council finds that the vacant land located at 228 The Mall is no longer needed for any municipal purpose.

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

SECTION 1. That this Council finds that the vacant land, located at 228 The Mall, Permanent Parcel No. 361-17-013, 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 a purchase agreement for the sale of the property, in substantial

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conformance with the terms and conditions set forth in Exhibit B, which is attached hereto and incorporated herein by reference, and to execute all documents related thereto.

SECTION 2. 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.

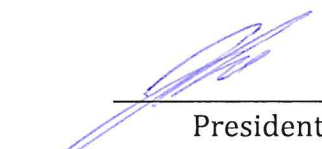
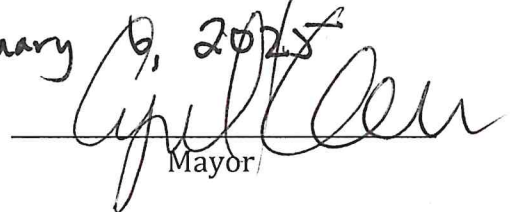
SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, or providing for the usual daily operation of a municipal department, and for the further reason that it is in the best interests of the City to sell this municipal property at the earliest possible time to avoid continuing maintenance obligations to 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: January 6, 2025

ATTEST:


Clerk of Council

APPROVED:


President of Council
January 9, 2025

Mayor

APPROVED AS TO FORM:


Director of Law

Exhibit

A

Situated in the City of Berea, County of Cuyahoga and State of Ohio: And known as being Sublot No. 611 in Riveredge Subdivision No. 1, of part of Original Middleburg Township Lot No. 5, Section 18, as shown by the recorded Plat in Volume 80 of Maps, Page 30 of Cuyahoga County Records, as appears by said plat.

Premises commonly known as: 228 The Mall Road, Berea, OH 44017
PPN: 361-17-013

REAL ESTATE PURCHASE AGREEMENT

Vacant Land Identified as Permanent Parcel Number 361-17-013

This **Agreement** is made at City of Berea, Cuyahoga County, State of Ohio, on this ____ day of _____, 2024, by the **City of Berea Land Reutilization Program**, an Ohio Land Reutilization Corporation, whose principal address is 11 Berea Commons, Berea, Ohio 44017, **SELLER**, and **Joy Chernosky**, , whose address is 209 The Mall, Berea, OH 44017, **PURCHASER**.

In consideration of the covenants made each to the other, as set forth below, the parties agree as follows:

Section One

Property

SELLER will sell and convey and **PURCHASER** will purchase, on the terms and conditions set forth herein, the vacant real property identified as Permanent Parcel Number 361-17-013, which is situated at 228 The Mall in the City of Berea, County of Cuyahoga, State of Ohio, as more fully described in a Legal Description (which is attached hereto as Exhibit A and incorporated herein) and further referred to as the "Property."

Section Two

Fair-Market Value

On August 22, 2023, a Land Appraisal Report was completed for the Property by a General Appraiser certified by the State of Ohio. This Land Appraisal Report concluded that the Fair Market Value of the Property is Twenty-Nine Thousand dollars and no cents (\$29,000.00). **SELLER** paid One Thousand dollars and no cents (\$1,000.00) for this appraisal.

Section Three

Purchase Price; Terms of Payment

The Parties have agreed that the purchase price for the Property shall be the Fair Market Value of the Property along with the cost of the appraisal. Therefore, the total purchase price is Thirty Thousand dollars and no cents (\$30,000.00), which will be paid in one installment at Closing.

Section Four

Condition of Property

PURCHASER has inspected the property, including the improvements on it, if any, and accepts the property in its present "As Is" condition. **PURCHASER** agrees to maintain the property in accordance with all applicable Health, Building, Zoning and Exterior Maintenance Codes of the City of Berea.

Section Five

Zoning and Taxes

PURCHASER shall acquire the property subject to zoning, restrictions of record, easements and ordinances of the City of Berea, and all taxes and assessments not yet due and payable.

Section Six

Approval by Berea City Council

The sale of Permanent Parcel Number 361-17-013 was authorized by Ordinance 2024-____, which was approved by Berea City Council on _____, 2024.

Section Seven

Purchaser Contingencies

PURCHASER's obligation to complete this purchase is contingent upon the happening of both of the following:

- (1) The address of the subject property being bought by the **PURCHASER** shall be changed by the appropriate government department and/or agencies from "The Mall" to "Longfellow Drive."
- (2) The residential house structure, garage and any outbuildings proposed shall be approved, if required, for any variance(s) deemed necessary by the appropriate governmental Zoning Committee/Board, as well as any required Architectural Review Committee/Board.

Section Eight

Closing; Time of Essence

Unless extended by written agreement of the Parties, this contract shall be completed and the transaction closed on or before December 30, 2024. Time is of the essence of this contract.

Section Nine

Escrow Agent

This Real Estate Purchase Agreement shall be placed in escrow with Maximum Title & Escrow Services, Inc, 400 West Bagley Road, Berea, Ohio 44017, herein referred to as the "Escrow Agent." An executed copy of this Real Estate Purchase Agreement shall be deposited with the Escrow Agent and this document shall serve as the escrow instructions. All documents and funds necessary for the completion of this transaction shall be placed in escrow with the Escrow Agent on or before the Closing Date. The Escrow Agent herein may attach its standard conditions of acceptance hereto; however, should such standard conditions be inconsistent with or in conflict with the terms and provisions hereof, then the terms and provision of this Real Estate Purchase Agreement shall control.

Section Ten

Duties of the Escrow Agent

On the Closing Date, the Escrow Agent shall file for record the Warranty Deed and any other instruments required to be recorded and shall thereupon deliver to each of the parties the documents to which they shall be respectively entitled, together with its escrow statement, provided that the Escrow Agent shall then have on hand all funds and documents necessary to complete the within real estate transaction and provided that the title company has stated in writing that it is in a position to and will issue and deliver, upon the filing of the Warranty Deed for record.

Section Eleven

Costs

Costs of Sale and Other Charges. **PURCHASER** shall pay all costs of sale. In addition, there shall be no pro-ration of real estate taxes.

Section Twelve

Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no other conditions, representations, warranties or agreements, expressed or implied.

Section Thirteen

Amendment

This Agreement may not be modified except by a subsequent agreement in writing executed by both **SELLER** and **PURCHASER**.

Section Fourteen

No Real Estate Broker

SELLER and **PURCHASER** represent and warrant to each other that no broker was involved in the negotiations leading to the execution of this Agreement or brought it about either directly or indirectly, and if any claims for brokerage commissions or fees shall be made against **SELLER** or **PURCHASER** in connection with this transaction, each and every such claim shall be dealt with and paid by that party whose actions or alleged commitments form the basis of such claim and each party further agrees to indemnify and hold harmless the other against any and all such claims for demands with respect to any brokerage fees or agent's commissions in connection with this Agreement or the transactions contemplated hereby.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand at City of Berea, Ohio, on this _____ day of _____, 2024.

Signed and acknowledged
in the presence of:

SELLER: CITY OF BEREA LAND REUTILIZATION CORPORATION

By _____
Cyril Kleem, Mayor

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named individual, Cyril Kleem, Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Berea, Ohio, on this _____ day of _____, 2024.

Notary Public

IN WITNESS WHEREOF, the PURCHASER has hereunto set her hand at _____, Ohio, on this _____ day of _____ 2024.

Signed and acknowledged
in the presence of:

PURCHASER: JOY CHERNOSKY

By: _____
Joy Chernosky

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named individual, Joy Chernosky, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Berea, Ohio, on this _____ day of _____, 2024.

Notary Public

APPROVED AS TO FORM:

Barbara L. Jones, Director of Law
City of Berea
Atty Reg No 0042464