

COUNCIL CHAMBER

City of Berea, Ohio

ORDINANCE No. 2013-72

By Margarette S. Hey Sponsored By Mayor Cyril M. Kilem

AN ORDINANCE

AUTHORIZING, RATIFYING AND AFFIRMING THE MAYOR ENTERING INTO A REAL ESTATE PURCHASE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS PERMANENT PARCEL NUMBER 362-15-020, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary and in the best interests of the city for the City to acquire a certain parcel of real estate located on Pearl Street to facilitate the redevelopment of property in that area; and

WHEREAS, the real property located identified as permanent parcel 362-15-020 which is located on Pearl Street is for sale and the City desires to acquire such parcel in order to help facilitate future comprehensive and cohesive redevelopment of the entire north end gateway area of the city;

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

SECTION 1. That the Mayor is hereby authorized to enter into a real estate purchase agreement for the purchase of the real property identified as permanent parcel number 362-15-020 in substantially the form of agreement attached here to as Exhibit "A" and incorporated herein by reference, and the same is hereby ratified and affirmed.

SECTION 2. That the funds necessary to carry out the execution and performance on said purchase agreement are hereby set aside and appropriated from the Capital Improvement account, bearing Fund #400 for accounting purposes, and the Director of Finance, after approval by the Board of Control, is hereby authorized and directed to pay out such sums for the same.

SECTION 3. That the various Directors and City Administrators are hereby authorized to take such further actions as necessary and appropriate to effectuate the purposes stated herein.

SECTION 4. 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.

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SECTION 5. 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 the acquisition of the parcel which is the subject of this legislation will aid in the assembly of land in the area and facilitate redevelopment and that it is necessary to acquire the property in time to demolish and remove the structure on it and restore the land before the onset of the winter season. 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: October 7, 2013



President of Council

ATTEST: [Signature]
(Clerk of Council)

APPROVED: October 15, 2013
[Signature]
Mayor

Approved as to Form:
[Signature]
Director of Law

PURCHASE AND SALES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of September, 2013 by and between Deborah J. Barnosky of 138 W. 5th Avenue, Berea, Ohio, 44017, hereinafter referred to as "Seller," and The City of Berea, an Ohio Municipal Corporation, hereinafter referred to as "Purchaser."

WITNESSETH:

WHEREAS, Seller is the owner of the premises known as 587 Pearl Street, Berea, Ohio 44017, and more particularly identified as Permanent Parcel Number 362-15-020; and

WHEREAS, the City of Berea desires to purchase the said premises together with all appurtenances thereunto belonging, but subject to all legal highways pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the promises from one to the other, and the acts to be performed by the parties hereto, it is agreed as follows:

1. The sale and purchase of the hereinbefore described properties shall be for the total sum of Thirty Two Thousand, Seven Hundred and Fifty Dollars (\$32,750.00) payable as follows:

Purchase price in full to be paid through an escrow to be established by the Purchaser at the time of closing. . \$32,750.00

TOTAL PURCHASE PRICE \$32,750.00

2. Seller shall deliver, or cause to be delivered, to the Purchaser, good and sufficient Warranty Deeds conveying marketable title to the premises hereinbefore described, free and clear of all liens and encumbrances, except zoning ordinances, existing easements of record, restrictions of record, and taxes and assessments, both general and special, not yet due and payable.

3. Seller shall furnish and deliver at Purchaser's expense a fee policy of title insurance in the amount of the purchase price, showing good title in fee simple to said property subject to any exceptions enumerated hereinabove. Said a fee policy of title insurance shall be furnished by Stewart Real Estate Title Service Corporation of Cleveland, Ohio

4. All funds and documents shall be deposited in escrow with the escrow set up by the City of Berea on or before October 15, 2013. No extensions and/or changes of this date shall be valid unless in writing and signed by the parties hereto toward effecting the closing.

5. Title shall transfer on October 18, 2013, and Seller shall deliver possession immediately.

6. All taxes and assessments, both general and special, upon said premises shall be prorated as of the date of title transfer.

7. The Escrow Agent shall not withhold any monies for payment of final utility bills; any final utility bills shall be adjusted privately between the parties to this contract based upon the date of title transfer.

8. The charges and costs of this transaction shall be paid by the parties as follows:

BY THE SELLER:

- (a) The cost of preparing the Warranty Deed(s);
- (b) The Auditor's conveyance fee;
- (c) The cost of title examination;
- (d) Taxes and assessments, both certified and uncertified, shall be prorated as of the date of title transfer; and
- (f) One-half the escrow fee, if any.

BY THE PURCHASERS:

- (a) The cost of recording the Warranty Deeds;
- (b) The cost of the Title Insurance Policy
- (c) One-half the escrow fee, if any.

And each of the parties hereto does hereby authorize the escrow agent to use this agreement together with its standard form of acceptance of escrow as and for its escrow instructions in this transaction.

10. The terms and provisions of this agreement shall inure to and be binding upon the successors, heirs, executors, administrators, and assigns of the parties hereto.

11. The parties hereby represent and acknowledge that no real estate company has been instrumental in procuring either the buyer or the seller for the sale of the above described property. The parties hereby acknowledge receipt of a full and complete copy of this contract, and declare that no other conditions, provisions, promises, representations, warranties or agreements have been made or were relied upon, other than what is set forth in this agreement.

IN WITNESS WHEREOF, the parties have signed the original and three (3) copies of this agreement, each of which shall constitute an executed original counterpart thereof, Seller having signed the same on ____ day of October, 2013, and the Purchaser having executed the same on the ____ day of October, 2013.

City of Berea, Purchaser

By: Cyril Kleem, Mayor

Deborah J. Barnosky, Seller
