

# COUNCIL CHAMBER

City of Berea, Ohio

ORDINANCE No. 2014-69

By Margarette S. Hey Sponsored By Nick Haschka + Margarette Hey

## AN ORDINANCE

### AUTHORIZING, RATIFYING AND AFFIRMING THE CITY OF BEREA ENTERING INTO A REAL ESTATE PURCHASE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS PERMANENT PARCEL NUMBER 362-02-012, 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 Front Street to facilitate the redevelopment of property in that area; and

**WHEREAS**, the real property identified as permanent parcel number 362-02-012, which is located on Front 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 Director of Public Service and/or the City Engineer be and is hereby authorized to enter into a real estate purchase agreement for the purchase of the real property identified as permanent parcel number 362-02-012 in substantially the form of agreement attached hereto 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.

**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: September 15, 2014

ATTEST: [Signature]  
Clerk of Council

APPROVED: September 15, 2014

[Signature]  
President of Council  
[Signature]  
Mayor

Approved as to Form:  
[Signature]  
Director of Law

**PURCHASE AND SALES AGREEMENT**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of August, 2014 by and between FJR Properties, an Ohio Limited Liability Company, 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 a building and lot of land addressed at 767 Front Street, Berea, Ohio, and more particularly identified as Permanent Parcel Number 362-02-012; 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 Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Purchase Price") payable as follows:

Purchase Price in full to be paid at the time of closing through an escrow to be established with the Escrow Agent (as defined herein) by the Purchaser. . \$250,000.00

TOTAL PURCHASE PRICE . . . . . \$250,000.00

2. Seller shall deliver title, or cause title to be delivered, to the Purchaser, by General Warranty Deed conveying title to the premises hereinbefore described.

3. Purchaser may obtain at Purchaser's expense any policies of title insurance Purchaser may require.

4. All funds and documents shall be deposited in escrow with the Escrow Agent, as defined herein, on or before February 6, 2015 ("Closing Date"). No extensions and/or changes of this date shall be valid unless in writing and signed by the parties hereto toward affecting the closing.

5. Provided that on or before the Closing Date (a) Purchaser has delivered to the Escrow Agent, the Purchase Price set forth in Section 1 hereof and paid all closing costs and expenses of this transaction and (b) the Escrow Agent is unconditionally prepared to disburse the entire Purchase Price to the Sellers, then the Escrow Agent shall record the Deeds on the Closing Date, and Seller shall deliver possession immediately.

6. All taxes and assessments, both general and special, upon said premises shall be prorated as of the Closing Date.

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. Seller agrees to order final utility bills as of the closing/possession date and Purchaser agrees to order utility services as of the same date.

8. All closing charges and costs of this transaction shall be split equally and paid by the Purchaser and Seller. Stewart Real Estate Title Service Corporation, 671 Columbia Road, Suite 7, Westlake, OH 44145; Ph. (216) 771-2100 ("Escrow Agent"), is executing this Agreement to confirm its agreement to serve as escrow agent hereunder in accordance with the terms set forth in this Agreement. 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, insofar as the same are not inconsistent with any of the terms of this Agreement.

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 Purchaser 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.

12. Disclaimers. SELLER IS NOT MAKING, AND HAS NOT AT ANY TIME MADE, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PREMISES WITH GOVERNMENTAL LAWS, ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PREMISES. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER, AND PURCHASER SHALL ACCEPT, THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS".

[Signature page follows.]

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 \_\_\_\_\_, 2014, and the Purchaser having executed the same on the \_\_\_\_ day of \_\_\_\_\_, 2014.

City of Berea, Purchaser

\_\_\_\_\_  
By: Sandra Vozar, Director of Public Service

FJR Properties.L.L.C., Seller

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ESCROW CONSENT AND ACKNOWLEDGMENT**

The undersigned agrees to act as the Title Company and Escrow Agent for the transaction described in the above Agreement as provided for in this Agreement. The undersigned agrees to hold and deliver the Purchase Price in accordance with the terms of this Agreement

**Stewart Real Estate Title Service Corporation**

Escrow No. \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
Authorized Representative

Date: \_\_\_\_\_