

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON APRIL 28, 2020
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

IV. FINANCE COMMITTEE – CHAIRMAN, SCOTT:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INOT A CONTRACT FOR THE SALE OF PROPERTY LOCATED AT 21389 SHELDON ROAD., PERMANENT PARCEL NO. 341-23-007 AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.
2. AN ORDINANCE RETAINING THE LAW FIRM OF MCDONALD HOPKINS, LLC, TO ACT AS CO-COUNSEL WITH THE LAW DIRECTOR IN REAL ESTATE MATTERS AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.
3. AN ORINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SALE OF PROPERTY AT 6538 BURTON DRIVE, PERMANENT PARCEL NO. 341-24-011 AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

V. ADJOURNMENT:

Posted 04/24/20

P/C 4/21/20 Finance
Cay *4-28-20*
1st R
2nd R
3rd R
B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT FOR THE SALE OF PROPERTY
LOCATED AT 21388 SHELDON ROAD
PERMANENT PARCEL NO. 341-23-007,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park had acquired Permanent Parcel No. 341-23-007, on October 1, 2014, from the Cuyahoga County Sheriff's Office for the Brook Park Land Reutilization Program; and

WHEREAS, the City of Brook Park is desirous of selling this parcel of property located at 21388 Sheldon Road, Permanent Parcel No. 341-23-007 (herein the "Property") to Ahmed Folarin who currently lives at 2211 Stone Ridge Drive, Berea, Ohio; and

WHEREAS, the "Property" has been vacant for several years and the home was razed in 2015; and

WHEREAS, our Economic Commissioner has received an offer to purchase this property from Ahmed Folarin for \$20,000 plus buyer closing costs. Ahmed Folarin plans to build a residential home for himself; and

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to negotiate and enter into contract for the sale of the Property located at 21388 Sheldon Road, Brook Park, Ohio to further the economic best interests of the City.

SECTION 2: The City of Brook Park shall sell said property for the sum of 20,000 plus buyer closing costs, with the sale proceeds to be determined at time of closing.

SECTION 3: The proceeds from the sale of the Property shall be used and earmarked to further economic development of jobs and business within the City and shall be placed into the Economic Development Fund No. 243 of the City for said purposes;

SECTION 4: 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 action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to negotiate and enter into a contract for the sale of Permanent Parcel No. 341-23-007; therefore provided this ordinance receives the affirmative vote of at least five (5) 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: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

RECEIVED
APR 1 8 2020
I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS

DIRECTOR OF LAW

P/C 4/21/20 Finance
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B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
RETAINING AND EMPLOYING THE
LAW FIRM OF MCDONALD HOPKINS, LLC TO ACT AS
CO-COUNSEL WITH THE LAW DIRECTOR IN REAL ESTATE MATTERS,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park may employ attorneys to provide professional and legal services, acting as co-counsel with the Law Director; and

WHEREAS, the City has specialized issues, requiring specialized, technical and legal assistance in real estate matters; and

WHEREAS, the results of these matters will have a very significant fiscal and operational impact on the City, and will affect the health, safety and welfare of the citizens of Brook Park; and

WHEREAS, the City has determined that certain technical, professional and legal assistance will enable it to participate more effectively in these matters; and

WHEREAS, Kevin M. Butler of McDonald Hopkins, will provide such technical, professional and legal assistance and has the necessary skills, experience and abilities to provide such assistance in the field of real estate and representation of the City.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: That the Kevin M. Butler of the law firm McDonald Hopkins, LLC, is hereby retained to represent the City in real estate matters, including but not limited to those related to the abatement of commercial nuisance properties within the city, condemnations, negotiations, and other real estate consultations consistent with this specific area of law.

SECTION 2: The money needed for the aforesaid transaction shall be paid from the General Fund, No. 100; theretofore, appropriated for said purposes.

SECTION 3: 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 action 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, health, safety and welfare in the City, and for the further reason to retain Kevin M. Butler of the law firm McDonald Hopkins, LLC; therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS

A handwritten signature in black ink, appearing to be "M. Butler", is written over a horizontal line.

April 15, 2020

Via Email: chorvath@cityofbrookpark.com

City of Brook Park
Attn.: Carol D. Horvath, Law Director
6161 Engle Road
Brook Park, Ohio 44142

Re: Engagement Letter

Dear Ms. Horvath:

This letter will serve to confirm that you have retained McDonald Hopkins LLC (the "Firm") to provide the City of Brook Park general legal consulting and advocacy regarding real estate matters, including most immediately those related to the abatement of commercial nuisance properties within the city.

Thank you for the opportunity to represent you. At the outset of a new matter, we believe it is important to have a mutual understanding of how we will work together to accomplish your objectives. The purpose of this engagement letter is to memorialize in writing the identity of the client, the scope and nature of services the Firm has been asked to provide (including any limitations in that regard) and to agree with the client on the terms for the provision of our services. This engagement letter will also explain the Firm's fees, expenses charged to clients, billing policies and payment terms.

I trust you will accept the use of this relatively standard form letter. The Firm wishes to be sure that all of our clients receive comparable information regarding new engagements. The Firm is committed to providing top quality legal representation and services customized to meet the needs of each client, and we very much look forward to working with you. If you have any questions about the provisions of this engagement letter, or if you want to discuss possible modifications, please call me.

Scope of Services

The Firm will provide general legal consulting with respect to real estate matters within the city. More immediately, at your direction, the Firm will provide guidance, drafting and advocacy within any necessary court and administrative settings regarding addressing and abating nuisance structures within the city.

April 15, 2020

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Legal Fees and Staffing

In order to provide the highest quality legal services in an efficient, cost-effective manner, we involve attorneys and legal assistants at the Firm with the experience appropriate to the task at hand. Each individual timekeeper has been assigned an hourly billing rate that is generally based on his or her experience.

You will be charged for all services rendered to it based upon time spent by Firm personnel in providing such services at their applicable hourly rates. I will make sure that the appropriate attorneys will render whatever services may be required in connection with your matter. I will be your primary contact for this engagement. My hourly rate is \$350.00. Depending on the nature of the transaction, other attorneys or paralegals may assist in representing you as necessary and their time will be charged at their standard hourly rates. We endeavor to assign work to the lowest cost person capable of providing the required service in a timely, competent manner. The Firm's standard billing rates are attached to this letter. These billing rates are reviewed and revised from time to time by the Firm.

Charges and Disbursements

Certain charges and expenses incurred on a client's behalf in rendering legal services, such as facsimile, photocopying, messenger and delivery charges, computerized research, travel expenses, filing fees, and the like are payable by the client, either directly or by reimbursing the Firm. Fees and expenses of others (such as consultants, expert witnesses, court reporters, appraisers, etc.) will not be paid by us, but will be forwarded directly to you for payment unless we have a different arrangement in writing.

Electronic Communication

We communicate from time to time with our clients using facsimile machines, mobile telephones, and e-mail. These forms of communication are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication, because they do not ensure the confidentiality of their contents. If you object to our using any one or more of these forms of communication, please let me know immediately, and we will attempt to honor that request.

Travel

All air travel within the continental United States will be at coach fare unless prior approval is obtained from you. Automotive travel will be subject to reimbursement at the IRS guideline amount or the direct out-of-pocket cost.

Billing

Statements for services rendered and costs advanced by the Firm are rendered to clients monthly. In addition, the Firm often sends its clients a monthly statement of account, itemizing amounts outstanding as of the date the statement is prepared.

Payment

All statements for services rendered are payable upon receipt, unless other arrangements have been made with the Firm in advance. The Firm reserves the right to withdraw as counsel for any client that fails to pay bills in a timely manner.

Client Responsibilities

By agreeing to and accepting our representation as described in this letter, you agree to cooperate fully with us and to provide promptly all information known or available to it that is relevant to our representation. You will be available to attend meetings, conferences, hearings, and other proceedings on reasonable notice, and you agree to stay fully informed on all developments relating to all matters as to which we have been engaged. You also agree to pay our statements for services rendered and charges in accordance with the terms of this letter.

Term of Engagement

Either party may terminate the engagement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct. In the event that the Firm terminates the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide it with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and we will assist you as you may desire to engage successor counsel to represent you.

Unless previously terminated, our representation of you as to this matter will terminate upon our sending you our final statement for services rendered. During our representation and following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable Rules of Professional Conduct. At your request, your papers and property will be returned to you. Our own files, including lawyer work product, pertaining to the matter will be retained by the Firm. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. In order to minimize unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained

April 15, 2020

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within a reasonable time after the termination of the engagement or the completion of the particular matter.

You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal or other developments.

Conflicts

Before preparing this engagement letter, we have conducted an internal check of our records to determine whether or not a conflict may exist with one or more of our existing clients. At this time, it does not appear that the Firm represents any entity that is adverse to you in matters related this engagement. In the event that an additional conflict search yields different results, we will update this letter accordingly.

Under our profession's Rules of Professional Conduct, we must have undivided loyalty to our clients. This requirement means that a lawyer must refuse to accept or continue employment if the interests of another client may impair the independent professional judgment of the lawyer. In this regard, the Firm represents many other companies and individuals. It is possible that during the time we are representing you, some of our present or future clients will have disputes or transactions with it. As a result of these disputes or transactions, conflicts of interest may arise, and, when they do, we will address them with you in a manner consistent with our obligations under the applicable Rules of Professional Conduct.

Identification Number

The Firm's tax identification number is 341059058.

Questions

The purpose of this letter is to avoid any misunderstanding with respect to the terms of our engagement and the rendering of legal services by the Firm. If you are in agreement with the above terms of our representation, please sign this letter on its last page and return it to me. Otherwise, if you have any questions, please call me.

April 15, 2020

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We truly appreciate this opportunity to represent you. We look forward to working with you.

Very truly yours,

/s/ Kevin M. Butler

Kevin M. Butler

KMB/bb

Attachment

ENGAGEMENT LETTER AGREED TO AND ACCEPTED:

CITY OF BROOK PARK

By: Carol D. Horvath, Law Director

Date: _____, 2020

**MCDONALD HOPKINS LLC
RATE SCHEDULE**

Effective January 1, 2020

Range of Current Hourly Rates for Professional Services:

Members	\$345 - \$995
Of Counsel	\$330 - \$955
Associates	\$215 - \$520
Paralegals	\$170 - \$345
Law Clerks	\$ 45 - \$100

Current Standard Rates, Fees and Charges:

In-office Photocopying	\$0.25 per page
In-office Color Photocopying	\$0.50 per page
Facsimile Transmission	\$0.50 per page
Auto Mileage	\$0.575 per mile
Computerized Legal Research:	Actual cost
Clerical Overtime	\$20.00 per hour

The foregoing rates, fees and charges were current as of the date set forth above.

They are subject to change without prior notice.

P/C 4/21/20 Finance
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2nd R
3rd R
B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT FOR THE SALE OF PROPERTY AT 6538 BURTON DRIVE
PERMANENT PARCEL NO. 341-24-011,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park had acquired Permanent Parcel No. 341-24-011, on February 27, 2019, from the Cuyahoga County Sheriff's Office for the Brook Park Land Reutilization Program; and

WHEREAS, the City of Brook Park is desirous of selling this parcel of property located at 6538 Burton Drive, Permanent Parcel No. 341-24-011 (herein the "Property") to Ahmed Folarin who currently lives at 2211 Stone Ridge Drive, Berea, Ohio; and

WHEREAS, the "Property" has been vacant for several years and the home was razed in 2017; and

WHEREAS, our Economic Commissioner has received an offer to purchase this property from Ahmed Folarin for \$17,000.00 plus buyer closing costs. Ahmed Folarin plans to build a residential home; and

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

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PASSED: _____

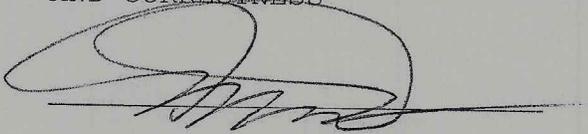
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS



Real Estate Purchase Agreement for Ohio

THIS SALES AGREEMENT (the "Agreement") dated this 08 day of 04,
2018 (the "Execution Date")

BETWEEN :

The City of Brook Park
(the "Seller")

OF THE FIRST PART

-AND-

Ahmed Folarin
(the "Buyer")

OF THE SECOND PART

BACKGROUND

The Seller wishes to sell a certain completed home and the Buyer wishes to purchase this completed home.

IN CONSIDERATION OF and as a condition of the Seller selling the Property and the Buyer purchasing the Property and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement (individually the "Party" and collectively the "Parties") agree as follows:

Property

1. The property is situated at 6538 Burton Drive Brook Park Ohio 44142 and the legal description of the property is as follows: The land is 0.21 acre, which includes fixtures and improvements located on the property and all rights, privileges and appurtenances associated with it, including but not limited to permits, easements, and cooperative and association memberships (the "Property").

Initial of Seller _____ and Buyer AF

- 2. The Seller agrees to sell and convey to the Buyer and the Buyer agrees to purchase from the Seller the Property.

Purchase Price

- 3. The purchase price for the Property (the "Purchase Price") is \$17,000.00 and this amount will be paid in cash at closing without any financing contingency.

Earnest Money

- 4. The Buyer will deposit \$500.00 as earnest money at 22021 Brookpark Road, Suite 124 Fairview Park Ohio 44126 with Maximum Title Agency acting as escrow agent (the "Escrow Agent"), on or before April 22, 2020. Failure to deposit the earnest money as provided in this clause will result in the Buyer being in default under this Agreement.

Title Policy

- 5. At the Buyer's expense, the Seller will furnish to the Buyer an owner's policy of title insurance (the "Title Policy") from Maximum Title Agency 22021 Brookpark Road (the "Title Company") in an amount of the Purchase Price dated as of the date that the sale of the Property becomes final and the Buyer takes possession (the "Closing Date"), which insures and indemnifies the Buyer against loss as stipulated under the provisions of the Title Policy, subject to the following exceptions (collectively the "Title Exceptions") which includes: building and zoning ordinances; standard utility easements; standard riparian matters; common restrictive covenants relating to platted subdivision; oil, gas and mineral rights; taxes, mortgages and assessments which the Buyer will be assuming; discrepancies in regards to shortages in area or boundary lines; and liens created as part of the financing for the Buyer.

Commitment

- 6. At the Seller's sole cost, the Seller will furnish or cause to be furnished to the Buyer a commitment for title insurance (the "Commitment") and copies of restrictive covenants and documents evidencing exceptions in the Commitment (the "Exception Documents") other than the standard printed exceptions. The Seller hereby authorizes the Title Company to deliver the Commitment and Exception Documents to the Buyer's address provided in this Agreement.

Initial of Seller _____ and Buyer AAP

Property Survey

- 7. Prior to the Closing Date and at the Buyer's sole cost, the Seller will furnish a new survey to the Buyer and the said survey must be made by a registered professional land surveyor acceptable to the Buyer, Title Company and any lender.

Objections and Cure

- 8. The Buyer may submit a written objection, within 10 days after the Buyer receives the Commitment, and Exception Documents, in relation to any defects, exceptions or encumbrances to title which makes the title unmarketable, excluding the Title Exceptions.
- 9. With the exception of the requirements in the Commitment which are not waived, if the Buyer fails to provide a written objection within the allowed time, it will constitute as a waiver on the part of the Buyer to object. Any timely objections by either the Buyer or any third party lender must be cured by the Seller, at the Seller's expense, prior to closing and the Closing Date will be delayed as necessary. If the objections are not cured, this Agreement will terminate and the earnest money will be refunded to the Buyer within ten days unless the Buyer has waived the objections in writing and elected to close the sale and accept the title with the existing defect.

Real Property Disclosure

- 10. SELLER'S DISCLOSURE: The Seller does not know of any material facts that would affect the value of the Property, except those observable by the Buyer or any known to the Seller which are disclosed in this Agreement and the attached addenda.
- 11. STATUTORY DISCLOSURES: The Seller is responsible to furnish the Buyer with the following disclosures and items as soon as practicable before the signing of this Agreement:
 - a. Lead-Based Paint Disclosure and a copy of the pamphlet titled "Protect Your Family From Lead in Your Home" from the EPA; and
 - b. Residential Property Disclosure Form.
- 12. LEAD WARNING STATEMENT AND DISCLOSURE: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent

Initial of Seller _____ and Buyer APF

neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The Seller will disclose all known lead hazards in the attached lead disclosure as well as furnish to the Buyer a copy of the pamphlet titled "Protect Your Family From Lead in Your Home" from the EPA and any available report on lead in relation to the Property. The Buyer at its sole cost, will be given at least ten days to inspect the Property in relation to lead hazards. This ten day period may be lengthened, shortened, or waived by mutual written consent of the Parties.

- 13. COUNTY DISCLOSURE: The Seller is responsible for satisfying any local disclosure requirements prior to the signing of this Agreement. Please consult the local county department in which the Property is situated and/or a local real estate attorney to ensure compliance has been met.

Property Access and Inspection

- 14. The Buyer may, at its sole cost, select inspectors and pest controllers licensed to practice within Ohio or any lawful agent authorized to make inspections to inspect the Property. The Buyer will deliver to the Seller a written notice of any defects in addition to a copy of the inspection report within ten days after the inspection. At all reasonable times, the Seller is to permit the Buyer or its agents access to the Property for the purpose of inspection and will pay for turning on existing utilities.

Property Condition

- 15. The Buyer accepts the Property in its current state and condition without any further work, repairs, treatments or improvements.

Warranties

- 16. The Seller makes no express warranties aside from those expressly described in this Agreement or the attached addenda. Upon closing, the Seller agrees to assign all manufacturer warranties that are assignable to the Buyer.

Initial of Seller _____ and Buyer JAF

Lender Required Repairs

- 17. Neither the Seller nor the Buyer is obligated to pay for any lender required repairs or remediations, unless both Parties agreed in writing. If repairs will exceed five percent, the lender has the sole option to terminate the agreement. If the Parties cannot come to an agreement for the lender required repairs or remediations, this Agreement will terminate and the earnest money will be refunded to the Buyer within ten days of the receipt of the written notice.

Completion of Repairs and Improvements

- 18. The Seller will complete all agreed work, repairs, treatments, and improvements (the "Work") prior to the Closing Date unless both Parties agree otherwise in writing. The Work to be completed must be done by individuals who are licensed to perform such tasks and all required permits and regulations must be obtained and observed. Any transferable warranties received by the Seller for completed Work will be transferred to the Buyer at closing. If the Seller fails to complete the Work prior to the Closing Date, the Buyer may elect to complete the said Work and the Buyer will be entitled to claim reimbursement for the Work from the Seller upon closing.

Closing

- 19. The Closing Date will be on or before May 21st, 2020 or be within seven days after objections revealed from the Commitment or survey have been cured, whichever date is later. In the absence of legal excuse, the failure to close the sale on the Closing Date by either Party will enable the non-defaulting party to pursue any remedies on default provided in this Agreement.
- 20. Upon closing, the Seller will execute and deliver to the Buyer a general warranty deed which has title to the Property and shows no further exceptions to title of the Property except the Title Exceptions, and furnish a current tax statement which shows no delinquent taxes on the Property.
- 21. The Buyer will pay the Purchase Price in good funds acceptable to the Escrow Agent.
- 22. Any notices, statements, certificates, affidavits, releases, loan documents and other documents required by this Agreement, by the Commitment or by law which is necessary for the closing of the sale or the issuance of the Title Policy must be promptly executed and delivered by the Seller and the Buyer.

Initial of Seller _____ and Buyer ABP

23. All covenants, representations and warranties in this Agreement will survive closing and may be enforced.

Possession

24. Possession of the Property in its current or required state, ordinary wear and tear excepted, will be delivered by the Seller to the Buyer upon proper funding at closing. A tenancy at sufferance relationship will be created between the Parties where there is no authorized written lease agreement and either the Buyer has possession prior to closing or the Seller has possession after closing. The Parties should consult their respective insurance agent and are responsible to ensure adequate coverage exists upon the transfer of ownership and possession.

Settlement and Other Expenses

25. Unless both Parties otherwise agree in writing, the following expenses payable by the Seller (the "Seller's Expenses") must be paid at or prior to closing:

a. All existing liens; prepayment penalties; recording fees; lender, tax statements or certificates; preparation of deed; half of escrow fee; and all expenses payable by the Seller under this Agreement must be released or discharged accordingly.

26. The following expenses payable by the Buyer (the "Buyer's Expenses") must be paid at or prior to closing:

- a. Loan origination, discount, buy-down, and commitment fees.
- b. All expenses related or incident to any loan, including but not limited to, appraisal fees, application fees, credit reports, loan documents preparation fees, recording fees on notes and mortgages; as well as recording fees on the deed; financing statements; inspection fees; half of escrow fees; all prepaid items including flood and hazard insurance premiums; documentary stamp tax; title policy; and all other expenses payable by the Buyer, necessary to perform the Buyer's obligation under this Agreement must be released or discharged accordingly.

27. Any Private Mortgage Insurance Premium (the "PMI"), the VA Loan Funding Fee, or the FHA Mortgage Insurance Premium (the "MIP") as required by the lender, must be paid by the Buyer. However, the Buyer may not pay charges and fees expressly prohibited by FHA and VA financing or other governmental loan program regulations.

Initial of Seller _____ and Buyer KAR

- 28. If any expense to be paid by either Party exceeds the amount expressly stated in this Agreement, the Party responsible for the said exceeding amount may terminate this Agreement unless the other Party agrees to pay the excess amount.

Prorations

- 29. The following items will be prorated and adjusted as property as of the Closing Date: any taxes due for the current year, association fees, maintenance fees, assessments, dues, heating tank fuel, utility charges and rents of the Property. If the tax rate for the current year is unknown, the Parties will use the rate from the previous year plus five percent at closing. If the tax rate for the previous year is also unknown, the Escrow Agent will estimate an amount to prorate, holdback sufficient funds and adjust the prorated amount when the new tax statements become available. The Buyer will be obligated to pay the share of the prorated taxes for the current year if the taxes are not paid at or prior to the closing.

Risk of Loss

- 30. The Seller will bear all risk of loss to the Property or its improvements, which includes, but is not limited to, physical damage or destruction to the Property, or loss caused by eminent domain, until the Closing Date. If at any point after the Effective Date but prior to closing, any part of the Property is damaged or destroyed, the Seller will restore the Property to its previous condition as soon as possible before the Closing Date, reasonable delays excepted. If the Seller fails to restore the Property due to unforeseeable factors beyond the control of the Seller, the Buyer may elect one of the following:
 - a. the Agreement will terminate and the earnest money will be refunded to the Buyer within ten days;
 - b. the Closing Date will be extended as necessary to accommodate the performance of restoration; or
 - c. at closing, the Property in its damaged state will be accepted and all insurance proceeds will be assigned from the Seller to the Buyer and the Buyer will receive an amount equal to the deductible under the Seller's insurance policy.

The Seller's obligations under this provision are independent of any obligations of the Seller found under the heading Property Condition.

Initial of Seller _____ and Buyer AAJ

Remedies on Default

31. The Buyer will be in default if the Buyer fails to comply with the provisions of this Agreement, upon which, the Seller may:
- a. seek specific performance; or
 - b. seek other relief as may be provided by law; or
 - c. seek a combination of any or all of the above remedies; or
 - d. treat all earnest money as forfeited and the said money be deemed as liquidated damages and the sole remedy for the Seller.
32. If the Seller, due to factors beyond the control of the Seller, fails to make any non-casualty repairs or deliver the Commitment or survey as required, the Buyer may:
- a. extend the performance time and the Closing Date as necessary; or
 - b. terminate this Agreement and the earnest money will be refunded to the Buyer within ten days as the sole remedy.
33. The Seller will be in default if the Seller fails to comply with the provisions of this Agreement, upon which, the Buyer may:
- a. seek specific performance; or
 - b. seek such other relief as may be provided by law; or
 - c. a combination of any or all of the above remedies; or
 - d. treat this Agreement as terminated and receive the earnest money within ten days of cancellation.

Arbitration

34. If any dispute in relation to this Agreement between the Seller and the Buyer is not resolved through informal discussion within thirty days from the date a dispute arises, the parties agree not to resolve the issue through neutral mediation or arbitration. No provision in this Agreement or any acts or conduct during the informal discussion will prejudice a party from seeking equitable relief from a court of competent jurisdiction.

Initial of Seller _____ and Buyer AAF

Escrow

35. The Seller and the Buyer agree that the Escrow Agent is not:
- a. a party to this Agreement and will not assume any liabilities incurred as a result of the performance or nonperformance of either the Buyer or the Seller, and that no liability will be incurred unless the Escrow Agent is grossly negligent or willfully breaches the terms of this Agreement;
 - b. liable for the loss of earnest money as a result of the failure of any financial institution in which the earnest money has been deposited unless the said institution is acting as an Escrow Agent; and
 - c. liable for interest on the earnest money.
36. Upon closing, the earnest money will be applied in the following order with the excess refunded back to the Buyer:
- a. any cash down payment; and
 - b. Buyer's Expenses.
37. At all relevant times during the course of this Agreement, the Escrow Agent is required to notify the other Party prior to the releasing of any funds to the Party who is requesting the funds.
38. The notice of the Escrow Agent to either Party will be deemed effective upon its deposit to any US Postal Service offices or mailboxes with receipt requested, provided that the notice contains adequate postage and the correct mailing address of the Party contained in this Agreement is inscribed on the notice. The notice of objection to the demand of earnest money will be deemed effective upon receipt by the Escrow Agent.

Seller Representations

39. The Seller represents and warrants that there will be no liens, assessments, or security interests from third parties against the Property which will not be satisfied out of the sales proceeds. The Seller makes no representation aside from those expressly provided in this Agreement. If the representations of the Seller are untrue upon the Closing Date, the Buyer may terminate this Agreement and the earnest money will be refunded within ten days.

Initial of Seller _____ and Buyer ABF

Federal Tax Requirements

- 40. The Buyer is responsible for withholding from the sales proceeds ten percent of the gross Purchase Price in compliance with applicable tax law and submit the said amount to the Internal Revenue Service in conjunction with the relevant tax forms if the Seller falls under the definition of a "foreign person" within applicable law. The primary grounds for exemption is if the Seller furnishes an affidavit to the Buyer stating that either:
 - a. the Seller is not a "foreign person" within applicable law along with the Seller's United States taxpayer identification number; or
 - b. if the Purchase Price does not exceed \$300,000.00 and the Property will be used as the Buyer's residence.

Notices

- 41. All notices pursuant to this Agreement must be written and signed by the respective Party or its agent and all such correspondence will be effective upon it being mailed with return receipt requested, or hand-delivered as follows:

To the Buyer at:

Name: Ahmed Folarin
 Address: 2211 Stone Ridge Cir Berea Ohio
 44017
 Telephone: (440) 710-4542

To the Seller at:

Name: The City of Brook Park
 Address: 6161 Engle Road, Brook Park Ohio
 44142
 Telephone: _____

Addenda

- 42. In addition to any aforementioned required documents, these addenda will also constitute as part of this Agreement:
 - a. Third Party Financing Condition Addendum.

Assignability

- 43. The Buyer may not assign this Agreement without the Seller's written consent. This Agreement is binding on the respective heirs, executors, administrators, successors, personal representatives and assigns, as the case may be, of the Seller and the Buyer.

Initial of Seller _____ and Buyer AAF

Effective Date

- 44. The effective date of this Agreement (the "Effective Date") is the latter of the date the Buyer executed this Agreement and the date the Seller executed this Agreement.

Governing Law

- 45. The Parties agree this Agreement will be construed under the laws of Ohio, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Spousal Interests

- 46. The spouse of each married Seller consents to this real estate transaction, and will sign and deliver such deeds and other documents as may reasonably be requested by the Title Company to evidence such consent and to effect the transfer to the Buyer of any dower, homestead, elective share, community property or any other rights which that spouse may have in or to the Property.

Severability

- 47. If there is a conflict between any provision of this Agreement and the applicable legislation of Ohio (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
- 48. If any terms or provision of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected and each unaffected term and provision of this Agreement will be valid and be enforceable to the fullest extent permitted by law.

No Broker or Agent

- 49. There are no obligations on either Party for the payment of broker fees in this Agreement. The Parties agree that no real estate brokers or agents were procured for their services in connection with this Agreement or any part of the sale agreement prior to the signing of this Agreement. If a broker or agent was retained, the Party which employed the said broker or agent will be solely liable for the costs associated with it.

Initial of Seller _____ and Buyer ADP

Agreement of Parties

- 50. This document constitutes the entire agreement of the Parties and it may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement. The provisions contained in this Agreement cannot be changed except by the signed and delivered written consent of both Parties.

Consult an Attorney

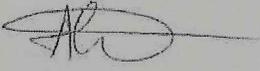
- 51. The Seller and the Buyer should consult an attorney before this Agreement is executed if any aspect of the Agreement is not understood. The Seller and the Buyer agree each will notify the other of the contact information for the respective attorney, if any, responsible for this real estate transaction.

General Provisions

- 52. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 53. All monetary amounts in this Agreement refer to US dollars, and all payments required to be paid under this Agreement will be paid in US dollars unless the Parties agree otherwise in writing.
- 54. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender mean and include the feminine gender and vice versa. Words importing persons include firms and corporations and vice versa.
- 55. Time is of the essence in this Agreement. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Agreement will be calculated in business days. Performance will be due the next business day if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

EXECUTED by Ahmed Folarin on the 08 day of 04, 2020

Initial of Seller _____ and Buyer AF

Witness Kunle Olatoso Ahmed Folarin 

EXECUTED by The City of Brook Park on the _____ day of _____, 20____.

Witness The City of Brook Park

Initial of Seller _____ and Buyer AAF

RECEIPT

The Receipt of \$500.00 as Earnest Money in the form of _____ is hereby acknowledged on this _____ day of _____, _____.

Name: Maximum Title agency

Address: 22021 Brookpark Road, Suite 124 Fairview Park Ohio 44126

Tel: (440) 801-9796

Email: _____

Signature: _____

Initial of Seller _____ and Buyer BJP