

Finance
~~Legislative~~

P/C 10-18-22

CA 11-1-22

1st R 11-1-22

2nd R

3rd R

B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11294-2022

INTRODUCED BY: MAYOR ORCUTT

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

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 enter into a contract for
the sale of Permanent Parcel No. 341-23-007, pursuant to the terms
and conditions set forth in the aforesaid agreement attached hereto
and incorporated herein as if fully rewritten as Exhibit "A".

SECTION 2:

The money needed for the sale of the aforesaid transaction
shall be paid from the Economic Development Fund No. 243 and the
proceeds from this sale shall be placed in the Economic Development
Fund No. 243.

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: 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 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.

RECEIVED

OCT 18 2022

BROOK PARK CITY COUNCIL

PASSED: November 1, 2022

M. P. Kunkin
PRESIDENT OF COUNCIL

ATTEST: Carol Johnson
Clerk of Council

APPROVED: E. M. Smith
MAYOR

CERTIFICATE

Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance / Resolution

No. 11294-2022

passed on the 1 day of November 2022 by said council.

Carol Johnson
Clerk of Council

11-1-22
DATE

Carol Johnson, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing 11-3-22
Carol Johnson
CAROL JOHNSON
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coyne	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Polindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<u>Abstain</u>	<input type="checkbox"/>

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

[Signature]
DIRECTOR OF LAW

VACANT LAND PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER** The undersigned Amato Homes I, LLC offers to buy the

2 **PROPERTY** located at 21388 Sheldon Road,

3 City Brook Park, Ohio, Zip 44142.

4 Permanent Parcel No. 341-23-007, and further described as being: Residential Vacant Land

5 _____

6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements. Also included: _____

8 _____

9 NOT included: _____

10 _____

11 **SECONDARY OFFER** This ☐ is ☒ is not a secondary offer. This secondary offer, if applicable, will become a
12 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
13 _____ (date). BUYER shall have the right to terminate this secondary offer at any time prior to
14 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the
15 SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

16 **PRICE** BUYER shall pay the sum of \$ 27,000.00

17 Payable as follows:

18 Earnest money paid to Broker will be deposited in a non-
19 interest bearing trust account and credited against
20 purchase price.

\$ 1,000.00

21 ☐ Check to be deposited immediately upon the
22 formation of a binding AGREEMENT, as defined
23 below on lines 199-206

24 ☒ Note to be redeemed within four (4) days after
25 formation of a binding AGREEMENT, as defined
26 below on lines 199-206

27 Cash to be deposited in escrow \$ 26,000.00

28 Mortgage loan to be obtained by BUYER \$ n/a

29 ☐ CONVENTIONAL, ☒ OTHER Purchase of the lot will be a cash transaction but a construction loan will be recorded

30 at the time of closing. Earnest money to be held by Land Title Group.

31 **FINANCING** BUYER shall make a written application for the above mortgage loan within n/a days
32 after acceptance and shall obtain a commitment for that loan on or about n/a. If,
33 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
34 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
35 to the BUYER without any further liability of either party to the other or to Broker and their agents.

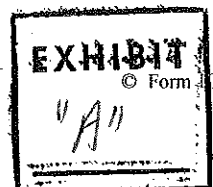
36 **NOTE:** In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held
37 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow
38 account until a written release from the parties consenting to its disposition has been obtained or until
39 disbursement is ordered by a court of competent jurisdiction.

40 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
41 with the lending institution or title company on or before 10/06/2022, and title shall be
42 transferred on or about 10/07/2022.

Approved by CABOR, LoCAR, LCAR and GeCAR
January 1, 2000
Page 1 of 6

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE



POSSESSION SELLER shall deliver possession to BUYER on same (date) at 5 (time)
☐ AM ☒ PM, provided the title has transferred.

TITLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Land Title Group, LLC (title company – if BUYER has a preference) in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(S)[®] shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

PRORATIONS General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. The parties are advised to consult with the county auditor's office regarding the status of the Property taxes as the latest available tax duplicate may not reflect the accurate amount of taxes that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following: none

In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
☐ BUYER ☒ SELLER agrees to pay the amount of such recoupment.

CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) prorations due BUYER, e) Broker's commissions, f) one-half of the escrow fee and g) other none

(unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession whichever is later. The escrow agent shall withhold \$n/a from the proceeds due SELLER for the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage, and d) other none

☐ The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this Agreement promptly after closing.

☒ The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this Agreement promptly after closing.

INSPECTION This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER

Approved by CABOR, LoCAR, LCAR and GeCAR

January 1, 2000

Page 2 of 6

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

© Form 108

understands that all real property may contain defects and conditions that are not readily apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER's inspectors regarding the condition and systems of the property.

INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

Choice**Inspection**

☐ Yes ☒ No **Water Potability.** This offer is contingent upon BUYER obtaining, at BUYER's expense, satisfactory evidence and knowledge that potable water can be found at the subject property. BUYER shall use his best efforts to obtain such evidence. In the event BUYER is unable to obtain such evidence within _____ days from the formation of a binding AGREEMENT, then this AGREEMENT shall be null and void and neither BUYER or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) and Agent and authorize the return of all funds held on deposit to BUYER.

☐ Yes ☒ No **Sewer Permit.** This offer is contingent upon BUYER obtaining, at BUYER's expense, a septic system installation permit from the appropriate authority. BUYER shall use his best efforts to obtain such permit. In the event BUYER is unable to obtain such permit within _____ days from the formation of a binding AGREEMENT, then this offer shall be null and void and neither BUYER, SELLER, nor Broker or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) and Agent(s) and authorize the return of all funds held on deposit to BUYER.

☐ Yes ☒ No **Regulations, Bylaws, and Restrictions.** SELLER agrees to deliver a copy of the Association Regulations, Bylaws and Deed Restrictions to the BUYER within _____ days of the formation of a binding AGREEMENT. This offer is contingent upon BUYER's approval of Association Regulations, Bylaws and Deed Restrictions for subject property. BUYER will accept or reject said Restrictions within _____ days from receipt. If BUYER rejects said Restrictions then this offer shall be null and void and neither BUYER, SELLER nor any Broker or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) or Agent(s) and authorize the return of all funds held on deposit to the BUYER.

☐ Yes ☒ No **Soil Tests.** This offer is contingent upon BUYER obtaining, at BUYER's expense, percolation tests and/or additional soils investigation to ascertain whether the Property is suitable for any improvements which BUYER proposes to make within _____ days from the formation of a binding AGREEMENT. BUYER will accept or reject any and all Soil Tests within _____ days from receipt of inspection reports. If BUYER rejects any or all of the Soil Test results, then this offer shall be null and void and neither BUYER, SELLER nor any Broker or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) or Agent(s) and authorize the return of all funds held on deposit to the BUYER.

☐ Yes ☒ No **Environmental Inspections.** This offer is contingent upon BUYER obtaining, at BUYER's expense, an environmental inspection of the property to determine the existence of any environmental hazard and or contamination on or adjacent to the property within _____ days from the formation of a binding AGREEMENT. If environmental hazard and or contamination is found on or adjacent to the property, BUYER shall have the right to terminate this AGREEMENT or accept the Property in its "AS IS" present physical condition. If BUYER elects to terminate the AGREEMENT, both BUYER and SELLER agree to sign a mutual release of each other and the Broker(s) and Agent(s), and to authorize the return of all funds held on deposit to BUYER.

☐ Yes ☒ No **Title, Zoning, and Usage.** This offer is contingent upon BUYER reviewing and approving, within _____ days from the formation of a binding AGREEMENT, local and county records, including without limitation the recorded plat, easements of record, flood plain maps,

Approved by CABOR, LoCAR, LCAR and GeCAR

January 1, 2000

Page 3 of 6

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

© Form 108

148 applicable ordinances, the location and availability of utilities, availability of water and sewer tie-
 149 ins, cost of tap in and other local and county fees, and to determine whether the property is
 150 suitable for proposed use. BUYER shall have the right to order, review and approve, at their
 151 expense, a title commitment setting forth the condition of title to the property.

152 ☒ Yes ☐ No **OTHER:** City to verify location of water and sewer laterals and approve building plans submitted
 153 with slab construction prior to title transfer.
 154 This offer is contingent upon BUYER reviewing and approving the above within _____
 155 days from the formation of a binding AGREEMENT. If BUYER elects not to proceed as a result
 156 of any of the foregoing contingency, then this offer shall be null and void and neither BUYER,
 157 SELLER nor any Broker or Agent involved in this transaction shall have any further liability or
 158 obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release
 159 of each other and the Broker(s) or Agent(s) and authorize the return of all funds held on deposit
 160 to the BUYER.

161 **WAIVER:** ☐ ☐ (initials) BUYER elects to waive each professional inspection to which BUYER has
 162 not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such
 163 inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

164 BUYER shall be responsible for the repair and restoration of any damage to the Property which may be caused
 165 by such tests. If the Property is not suitable for the proposed use, then this AGREEMENT may be terminated at
 166 the option of the BUYER and BUYER and SELLER agree to sign a mutual release, whereupon the earnest
 167 money shall be returned to BUYER.

168 The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for inspections listed above.
 169 SELLER agrees to provide reasonable access to the property to perform the inspections listed above.

170 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
 171 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
 172 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local
 173 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as
 174 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the
 175 transaction.

176 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being
 177 purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on
 178 the Vacant Land Property Disclosure Form or identified by any inspections requested by either party. SELLER
 179 agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance
 180 and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements
 181 about the property (including but not limited to its condition or use) unless otherwise disclosed on this
 182 AGREEMENT or on the Vacant Land Property Disclosure Form.

183 BUYER ☐ HAS ☐ ☐ (BUYER'S initials) received a copy of the Vacant Land Property Disclosure
 184 Form signed by SELLER on _____ (date) prior to writing this offer.

185 BUYER ☒ HAS NOT ☐ ☐ (BUYER'S initials) received a copy of the Vacant Land Property
 186 Disclosure Form. This offer is subject to the SELLER completing the Vacant Land Property Disclosure Form and
 187 BUYER'S review and approval of the information contained on the disclosure form within _____ days from
 188 receipt.

189 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Vacant Land
 190 Property Disclosure Form and agrees to hold the Broker and its agents harmless from any misstatements or
 191 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker and its agents
 192 have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby
 193 acknowledges that neither Broker nor their agents have any expertise with respect to environmental matters and
 194 have relied upon the information provided by the SELLER on the Vacant Land Property Disclosure Form. Please
 195 list any and all verbal representations made by Broker or its agents that you relied upon when purchasing this
 196 property (if none, write "none"). None

197 _____
 198 _____

BINDING AGREEMENT Upon written acceptance and then either written or verbal notice of such acceptance to the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days. **This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.**

ADDENDA The additional terms and conditions in the attached addenda ☒ Agency Disclosure Form

☒ Vacant Land Property Disclosure Form ☐ Other [describe] : _____

_____ are made part of this AGREEMENT.

Francis Amato, President dotloop verified
09/22/22 3:16 PM EDT
VHKZ-6MGI-X5F5-89Z1

(BUYER) (ADDRESS AND ZIP CODE) (DATE)

(BUYER) (ADDRESS AND ZIP CODE) (PHONE NO.)

DEPOSIT RECEIPT Receipt is hereby acknowledged, of \$\$_____ ☐ check, ☐ note, earnest money, subject to terms of the above offer.

By: _____ Office: 440-888-8181 Phone: _____

ACCEPTANCE SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from SELLER's escrow funds a commission of none percent (_____%) of the purchase price to _____ (Broker)

and none percent (_____%) of the purchase price to _____ (Broker)

as the sole procuring agents in this transaction.

(SELLER) (ADDRESS AND ZIP CODE) (DATE)

City of Brookpark
(PRINT SELLER'S NAME) (PHONE NO.)

(SELLER) (ADDRESS AND ZIP CODE) (DATE)

(PRINT SELLER'S NAME) (PHONE NO.)

234 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
235 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

236	Multiple Listing Information	
237		
238	(Listing agent name)	(Listing agent license #)
239		
240	(Listing broker name)	(Listing broker office #)
241	Anthony P. Crea / Stephen S. Crea	BRKP.227994 / BRKM.2017003409
242	(Selling agent name)	(Selling agent license #)
243	Assad & Crea Realty Group	REC.402756
244	(Selling broker name)	(Selling broker office #)