

P/C _____
CA 8/18/15
1st R 9/15/15
2nd R 9/22/15
3rd R 10/6/15
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 9973-2015

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT FOR THE SALE OF PERMANENT
PARCEL NO. 344-03-055
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park is desirous of selling a vacant lot located on West 148th Street, known as permanent parcel no. 344-03-055;

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 real property located on West 148th street, known as permanent parcel no. 344-03-055. A copy of said contract is attached hereto and marked as Exhibit "A."

SECTION 2: The City of Brook Park shall receive \$5,000.00 for the sale of said parcel of property.

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 a contract for the sale of property located on W. 148th Street; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: October 6, 2015

Arthur J. O'Conor
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
CLERK OF COUNCIL

APPROVED: [Signature]
MAYOR

10/6/2015
DATE

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

[Signature]
DIRECTOR OF LAW

CERTIFICATE

Michelle Blazak, 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. 9973-2015

passed on the 6th day of October 20 15 by said council.

Michelle Blazak
Clerk of Council

I, Michelle Blazak, 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 six of the most public places in said municipality as determined by Ordinance No. 4638-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith 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 October 8, 2015
Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

PURCHASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, by and between the CITY OF BROOK PARK, hereinafter referred to as "Seller" and RONALD J. KICHURCHAK, hereinafter referred to as "Buyer."

WHEREAS, Seller is the fee owner of undeveloped property located in the City of Brook Park, County of Cuyahoga, State of Ohio, which is further described in Exhibit "A" attached hereto and incorporated herein, together with all improvements thereon collectively, and together with all appurtenances, the "Property".

WITNESSETH THAT:

1. PREMISES: Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase the Property from Seller, for the purchase price and upon the terms and conditions hereafter set forth.

2. CONDITION OF PROPERTY: This Property is being purchased in its present physical condition "as-is". Buyer has not relied upon any representations, warranties or statements about the Property, including but not limited to, its condition or use, except for those which are expressly set forth in this Agreement. Seller has made the Property available to Buyer for his own personal inspection and Buyer acknowledges that he has relied on his inspection, not on any representations or statements concerning the condition or value of the Property, the use that can be made of the Property or the zoning ordinances applicable to it, or anything concerning the same, other than those which are expressly set forth in this Agreement.

3 PURCHASE PRICE AND PAYMENT: The total purchase price shall be Five Thousand Dollars (\$5,000.00), payable at closing, in cash, or immediately available and collected funds.



4. REAL ESTATE TAXES: Real estate taxes and assessments, if the Property is currently subject to taxation, gas, electric, water and sewerage charges shall be prorated in escrow, as of the date of closing; Seller to pay all the above said costs and charges attributable to its ownership period and Buyer to pay said costs and charges thereafter.

5. CLOSING AND POSSESSION: The closing of this Agreement shall occur in escrow on a date to be selected by Seller by at least three (3) days prior notice to Buyer and the Escrow Agent (defined below) not later than _____, 2015. Seller shall give possession to Buyer after closing.

6. DEED: At closing, Seller shall deliver to Buyer a limited warranty deed conveying title to the Property subject only to the Permitted Exceptions (defined below). Seller shall furnish a fee policy of title insurance (the "Title Policy"), in the amount of the purchase price, confirming such conveyance.

7. RESTRICTONS ON USE OF LAND: This transaction and the conveyance of the property in question to Buyer is subject to the following restrictions, which shall run with the land and shall bind the Buyer and all persons claiming under him. The restrictions which shall run with the land are:

(A) No excavation, building or other structure, shall be commenced, built, or installed on said property, unless approved by the City of Brook Park.

(B) No obnoxious or offensive activity, and no activity which is or may become an annoyance or nuisance to the neighborhood, shall be carried on or permitted on said property.

(C) No trailer, tent or temporary structure shall be used on said property as a temporary or permanent residence.

(D) No livestock, poultry, or animals of any kind shall be raised, bred, or kept on said property, other than cats, dogs, or other household pets not raised, bred, or kept for a commercial purpose.

(E) Said property shall not be used or maintained as a dumping ground. Trash, garbage, garden waste, and other rubbish and waste shall be placed in proper containers for collection.

(F) No motor vehicle, motor home, other motor-driven vehicle in inoperable condition shall be parked on said property, for longer than thirty days, after which time the vehicle shall be considered a nuisance and removed from the property.

8. CONDITION OF THE PROPERTY: On the closing date, the Property shall be in good condition and repair consistent with the condition of the Property as of the date this Agreement is fully executed.

9. ESCROW AGENT:

(A) The escrow agent for this transaction shall be Maximum Title & Escrow Services, Inc. (the "Escrow Agent"). Promptly after the date of this Agreement, the Escrow Agent shall furnish Buyer with its commitment for the issuance of the Title Policy, showing all matters affecting title to the Property and including copies of all instruments creating the same (the "Commitment"). Buyer shall have ten (10) days after receiving the Commitment to review the same and to notify Seller, in writing, that any of the matters affecting title identified therein is unacceptable to him (a "Title Defect"). Buyer's failure to object to any matter affecting title shown in the Commitment as and when set forth above shall constitute his acceptance of the same (provided, however, that Buyer shall be deemed to object to any matter securing a monetary obligation of Seller; Seller shall be required to discharge all such monetary liens at

closing). All matters affecting title which Buyer accepts or is deemed to accept, including without limitation the lien for taxes and assessments which are not yet due and payable or delinquent, are collectively referred to as the "Permitted Exceptions". Seller shall have ten (10) days after its receipt of notice of a Title Defect to determine whether to cure the same (other than monetary liens as aforesaid) and to notify Buyer of its determination. Seller shall not be in default of its obligations under this Agreement if it shall elect not to cure a nonmonetary Title Defect (in which case the uncured defect shall be considered a Permitted Exception) without adjustment to the Purchase Price.

(B) The closing of this transaction described in this Agreement shall be conducted in escrow, and this Agreement shall serve as escrow instructions for that purpose. The Escrow agent may incorporate its standard conditions of acceptance, to the extent that they are not inconsistent with the terms of this Agreement. Promptly after Seller shall designate the closing date, Seller shall deposit the executed limited warranty deed and such other documents as the Escrow Agent may reasonably require, to complete the closing with the Escrow Agent. Buyer shall concurrently deposit the Purchase Price with the Escrow Agent in collected and immediately available funds, together with additional funds sufficient for the payment of the surveyor's invoice attached as Exhibit B (or evidence reasonably acceptable to Seller showing the payment of such invoice in full) and with such other documents as the Escrow Agent may reasonably require to complete the closing. At closing, the Escrow Agent shall record the limited warranty deed, shall issue the Title Policy and shall disburse the Purchase Price to Seller (net of all closing expenses and prorations as calculated pursuant to this Agreement). The Escrow Agent shall charge the parties with costs and expenses as follows: (1) Seller shall be responsible for the costs of recording the limited warranty deed, for any conveyance fee payable

in connection therewith and for one-half of all escrow costs, including title examination and title insurance, and (2) Buyer shall be responsible for payment of the survey costs shown on the attached Exhibit B and for one-half of all escrow costs, including title examination and title insurance.

10. DELIVERY OF DOCUMENTS: After closing, the Escrow Agent shall deliver to Seller its escrow statement, mortgagee's title insurance policy and shall deliver to Buyer its escrow statement, along with the Title policy and the recorded limited warranty deed.

11. ENTIRE AGREEMENT AND MODIFICATIONS: This Agreement, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by the parties hereto, there being no oral conditions representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

12. ASSIGNMENT: Seller shall not assign or hypothecate this Agreement, in whole or in part, nor mortgage, transfer or convey the property to anyone except Buyer. Buyer shall not assign this Agreement, in whole or in part, nor lease the property or any part thereof without Seller's prior written consent, which shall not be unreasonably withheld.

13. HEADINGS: The headings of the paragraphs of this Agreement are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

14. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, administrators, executors, successors and assigns.

15. GOVERNING LAW: This Agreement shall be governed by and interpreted under and construed in accordance with the laws of the State of Ohio.

16. MULTIPLE COPIES: This Agreement shall be executed in duplicate, each of which shall be an original of this Agreement, but all of which taken together shall constitute one and the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

SELLER:

CITY OF BROOK PARK

BY: Thomas J. Coyne, Mayor

BUYER:

Ronald J. Kichurchak

EXHIBIT A

LEGAL DESCRIPTION

Situated in the City of Brook Park, County of Cuyahoga and State of Ohio: And known as being Sublots Nos. 19, 18 and part of a vacated alley, 12 feet wide, Block "4" in Charles W. Harrahs Fairlawn Subdivision of part of Middleburg Township Lot No. 6, Section No. 1, as shown by the recorded plat in Volume 16 of Maps, Page 26 of Cuyahoga County Records and together forming a parcel of land 50 feet front on the Westerly side of West 148th Street, formerly Beach Avenue and extending back of equal width 109 feet, to the center line of said vacated alley, as appears by said plat, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 344-03-055