

DELIVERED FEB 09 2023

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2023- **19**

Introduced By: Mayor Matthew Castelli

AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THE PURCHASE AND RETENTION OF CERTAIN REAL ESTATE IN THE CITY OF MIDDLEBURG HEIGHTS

WHEREAS, by Ordinance 2020-84, the City purchased approximately 15 acres of forested riparian land adjacent to Baldwin Creek, known as the Baldwin Creek Nature Preserve to permanently preserve the land as a public park for passive recreation providing a tremendous natural and recreational amenity for residents of the City of Middleburg Heights; and

WHEREAS, the City has the opportunity to acquire an additional parcel of approximately 5 acres located to the North of Webster Road, East of Baldwin Creek, and South of Indian Creek Drive; and

WHEREAS, the acquisition of this additional parcel will further enhance the Baldwin Creek Nature Preserve increasing the possibility of additional trails and other amenities.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor and Finance Director are hereby authorized to enter into a purchase agreement, a copy of which is attached hereto and marked "Exhibit A", for the purchase of an approximately 5-acre property to become part of the Baldwin Creek Nature Preserve.

Section 2: That there is hereby appropriated from the Capital Improvements Fund \$ ~~100,000.00~~ and the Finance Director is hereby authorized to transfer the same amount from the General Fund to the Capital Improvements Fund to implement this Ordinance.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 2/14/23

Attest: M. Meola
Clerk of Council

Presented to Mayor: 2/15/23

David Puntalato
President of Council

Approved On: 2-15-23

Matthew Casper
Mayor

	Yea	Nay
Bortolotto	<u>X</u>	_____
Ali	<u>X</u>	_____
Sage	<u>X</u>	_____
Meany	<u>X</u>	_____
McGregor	<u>X</u>	_____
Ference	<u>X</u>	_____
Grech	<u>X</u>	_____

I, Mary Ann Meola Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Ord. 2023-19 adopted by the Council of the City of Middleburg Hts., on 2/14/23 was posted for a period of fifteen days, beginning 2/15/23 and remained so posted for fifteen days at the two posting places as designated by Charter.

Mary Ann Meola
Clerk

CERTIFICATE

I, Mary Ann Meola Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ord. 2023-19 passed on the 14th day of February 2023 by said Council.

Mary Ann Meola
Clerk of Council

REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This Real Estate Purchase Agreement and Escrow Instructions (the "Agreement"), made by and between **Lynne Laughlin** who with his/her/their/its heirs, legal and estate representatives, assigns, and/or successors, is herein called "Seller," and the **City of Middleburg Heights**, an Ohio municipal corporation, which with its successors and assigns is herein called "Buyer," is to EVIDENCE THAT:

WHEREAS, Seller desires to sell certain real estate, including the land and all appurtenances, hereditaments, rights, privileges and beneficial easements appertaining thereto and all structures, improvements and flora located thereon (all of which are herein called the "Real Estate") located at or near North of Webster Road, East of Baldwin Creek (along Middleburg Heights Blvd., an undeveloped street), and South of Indian Creek Drive, Middleburg Heights, Ohio, 44130, being further known as Cuyahoga County Permanent Parcel No. 374-10-007, and as more fully described on Exhibit A, which is/are attached hereto and incorporated herein by reference; and

WHEREAS, Buyer desires to purchase the Real Estate from Seller upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, subject to the foregoing, in consideration of the mutual covenants and promises made in this Agreement and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Seller and Buyer (collectively referred to herein as the "Parties") hereby agree as follows:

1. Purchase and Sale of Real Estate.

(a) Seller shall sell and convey the Real Estate to Buyer and Buyer shall purchase the Real Estate from Seller pursuant to the terms and conditions hereof.

(b) The purchase price for the Real Estate (herein called the "Purchase Price") is the sum of \$95,000 (Ninety-five thousand dollars and no cents) allocated between land and improvements (if any) in the same ratio as allocated by the Cuyahoga County Auditor.

(c) Seller hereby agrees that Seller's spouse, if any, shall enter into and execute this Agreement, the Deed (defined below), and any other documents necessary to effectuate the purposes of this Agreement, to release his/her dower rights, if applicable, in and to the Real Estate.

2. Closing Date and Escrow Agent.

(a) Except as otherwise expressly stated herein, and subject to the Buyer's satisfaction or waiver of the conditions and contingencies described herein, all transactions contemplated by this Agreement shall be made after all escrow deposits have been made, but in no event later than March 30, 2023 (the "Closing" or the "Closing Date"). The Closing Date may be a later date only as mutually agreed in writing by the Parties.

(b) Maximum Title & Escrow Services, Inc., 400 W. Bagley Road, Berea, Ohio 44017, shall be the escrow agent (herein called the "Escrow Agent" and/or "Title Company"), subject to Escrow Agent's standard conditions for the acceptance of escrow, except as

otherwise expressly provided herein.

3. Seller's Deposits in Escrow.

On or before the Closing Date, Seller shall deposit in escrow with Escrow Agent Seller's good and sufficient general warranty deed or deeds (herein called the "Deed") conveying the Real Estate to Buyer free and clear of all liens and encumbrances except taxes and assessments, which are a lien, or which have not been certified to the auditor or which have been certified but have not been placed on the duplicate or have been deferred, but not yet due and payable, except zoning restrictions, and except easements, restrictions, conditions, covenants, and limitations of record.

4. Payment of Real Estate Purchase Price and Buyer's Deposits in Escrow.

On or before the Closing Date, Buyer shall deposit in escrow with Escrow Agent, in immediately available United States funds, the Purchase Price, and any and all documents reasonably required by the Escrow Agent and the title insurer and reasonably necessary to provide for the establishment and closing of escrow, the issuance of the title insurance required hereunder, and the financing involved in this transaction.

5. Escrow Instructions.

(a) If and when Title Company is prepared to issue an owner's policy of title insurance (ALTA Form 2006) in the amount of the Purchase Price to Buyer insuring marketable title to the Real Estate to be in Buyer, free and clear of all liens and encumbrances, except for the exceptions to the Deed warranty covenants and all other standard Schedule B exceptions, and if and when Seller and Buyer have made all escrow deposits required, Escrow Agent shall file the Deed(s) and mortgage (if any) for record and shall:

(i) Pay the cost of the title search and title insurance policy, based upon the Purchase Price, and charge the cost of the same to Buyer;

(ii) Pay taxes and assessments due and payable on the date of transfer and charge the cost of the same to Seller;

(iii) After prorating taxes and assessments to the date of transfer (taxes and assessments not yet due and payable shall be computed on the basis of the last certified tax rate and valuation), pay to Buyer the amount of said prorated taxes and assessments which are a lien, but not yet due and payable, and charge the cost of the same to Seller;

(iv) Pay auditor's transfer tax and conveyance fee with respect to the transfer of the Real Estate and charge the cost of the same to Buyer;

(v) Pay the cost of recording the Deed and the mortgage, if any, and charge the cost of the same to Buyer;

(vi) Satisfy and discharge any existing mortgages and liens of record, and charge the cost of the same to Seller;

(vii) Pay balance, if any, due Buyer in accordance with Buyer's instructions and pay balance due Seller in accordance with Seller's instructions; and

(viii) Deliver to Buyer the Deed.

(b) In the event of a defect in title to the Real Estate, Escrow Agent shall

promptly notify Seller and Seller shall have thirty (30) days thereafter to cure such defect, in which case the Closing Date shall be as shortly as possible after such defect is cured. If the same is not cured within such period, this Agreement, at Buyer's option, shall be null, void, and of no effect and Escrow Agent and Seller shall return to each party depositing the same all funds and documents and Seller shall pay any expenses then incurred for review of title to the Real Estate. If Buyer does not elect to rescind this transaction, it shall be closed as provided herein as if said title defect did not occur. For the purpose of this Agreement, a title defect is not any lien or encumbrance which is an exception to the warranty covenant of the Deed.

6. Representations and Warranties.

(a) Seller hereby represents and warrants that:

(i) the individual, individuals, and/or entity, identified as "Seller" herein above is the fee simple owner of the Real Estate; and

(ii) no other individuals, or entities own or have any interest in and to the Real Estate; and

(iii) Seller's spouse, if any, has executed this Agreement to release his/her dower rights, if applicable, as set forth in Section 2 hereof.

This representation and warranty shall survive the Closing.

7. Risk of Loss. In the event of any damage or injury to the Real Estate, Seller shall bear the risk of loss up to the Closing Date.

8. Miscellaneous.

(a) Buyer shall have exclusive possession of the Real Estate on the date fee title transfers to Buyer.

(b) No waiver by Seller or Buyer and no refusal or neglect of Seller or Buyer to exercise any right hereunder or to insist upon strict compliance with the terms of this Agreement shall constitute a waiver of any provision of this Agreement with respect to any subsequent breach thereof.

(c) The Parties acknowledge that no real estate commission is involved in this transaction and Seller shall indemnify and hold harmless the Buyer in the event that a commission or finder's fee is claimed as a result of any contract entered into by the Seller.

(d) This Agreement constitutes the entire agreement between the Parties hereto with respect to the Real Estate and supersedes all prior and contemporaneous agreements, representations, warranties, promises and understandings. The obligations of the individuals or entities comprising Seller shall be joint and several.

(e) For purposes of this Agreement, the plural includes the singular and vice-versa and the masculine, feminine, and neuter include each other.

(f) The date of this Agreement shall be date that the last of the Parties executes same.

(g) This Agreement may not be amended or modified except by a written agreement that specifically references this Agreement and is signed by each of the parties

hereto.

9. Due Diligence

Seller grants to Buyer, and its agents, licensees, employees, assigns, contractors, and subcontractors, a license, to enter upon the Property and the full right of access to the Property in order, at Buyers' sole cost and expense, to inspect the Property, to perform engineering and environmental investigations, surveys and tests, to take samples, including samples of soil and groundwater beneath the surface of the Property, and to conduct such additional engineering, environmental, and other investigations as Buyer shall deem necessary or desirable as due diligence to evaluate the Property for Buyer's intended ownership, occupancy, and use thereof.

10. Contingencies

In addition to the conditions and/or contingencies provided elsewhere in this agreement, Buyer's obligation to purchase this property is subject to and contingent upon the satisfaction or waiver of the conditions and contingencies described below (the "Contingencies") prior to the closing date (the "Contingency Period"):

(a) Due diligence by the Buyer, and/or its agents, licensees, employees, agencies, contractors, and subcontractors pursuant to Paragraph 9(a) shall have been performed to the satisfaction of the Buyer, in its sole discretion, and the Property shall remain in the condition described in report(s) provided (if any) in conjunction with performance of such due diligence.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date(s) set forth below.

City of Middleburg Heights, Buyer

By: 
Matthew J. Castelli, Mayor

Date: 2-15-23

Lynne Laughlin, Individually as Seller

Date: _____

To release dower interest:

_____, spouse of Seller hereby releases all rights of dower in and to the Real Estate.

Signature of Spouse of Owner

CUYAHOGA COUNTY FISCAL OFFICER
 374-10-007 *Dphy* 9/5/2019 12:31:00 PM
 F-09052019-8
 LAUGHLIN, LYNNE Tax Dist. 3220
 Affidavit LUC: 5000 EX: N
 Sale Amt: \$ 0.00 LAND: 20,500
 Conv. Fee: \$ 0.00 BLDG: 0
 ATTORNEY TOTAL: 20,500

CUYAHOGA COUNTY
 OFFICE OF FISCAL OFFICER - 3
 DEAF 9/5/2019 12:32:47 PM
201909050611



STATE OF OHIO)
)
 COUNTY OF CUYAHOGA)
 Affidavit of Surviving Spouse
 or Joint Survivor
 (R.C. 5302.17)

LYNNE LAUGHLIN, Being first duly sworn, deposes and Says
 as follows:

- 1) That GARY W. LAUGHLIN and LYNNNE LAUGHLIN
 are joint owners of property under a duly recorded survivorship or tenancy by entireties deed.
 - 2) That the property is known as 8 Briarcliff #8 S/L 1369 NP 1368 NP,
Cuyahoga County, State of Ohio and also known as
 Permanent Parcel No. 374 - 10 - 007 in the records of the county Auditor.
 The original Survivorship Deed is recorded in the records of the Cuyahoga County Recorder in
 Book 1382, Page 9.
- Legal Description - See Attached Exhibit "A"
- 3) That Gary W. Laughlin died on or about May 6, 2019 at
Gainesville, Florida and said death certificate has been issued and is
 attached hereto.
 - 4) That by virtue of the death of the party listed in Item # 3 above,
LYNNE LAUGHLIN is the fee simple owner of the above
 described property and requests that this fact be reflected on the land and tax records of Cuyahoga
 County.

[Signature]
 Affiant

SWORN TO BEFORE ME and subscribed in my presence this 22nd day of July
 20 19.

[Signature]
 Notary Public
 Loretta S. Steinmann

Prepared by: BONNIE S. GREEN

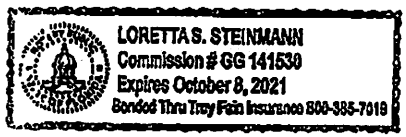


EXHIBIT "A"

A parcel of land, situated in the Village of Middleburg Hts., County of Cuyahoga and State of Ohio, and known as being

A portion of Sub Lots Nos. 1363, 1368 and 1369 in THE S.H. KLEINMAN REALTY COMPANY'S BRIER-CLIFF SUBDIVISION NO. 8, being a part of Turnpike Lot No. 8 of part of Original Middleburg Township Sections Nos. 4, 5, 6 & 7, as shown by the recorded plat in Vol. 113 of Maps, Page 20 of Cuyahoga County, Records, and together forming a parcel of land bounded and described as follows:

BEGINNING on the Northeastery line of Webster Road at the most Westerly corner of said Sub Lot No. 1363; thence Northeastery along the Northwestery line of said Sub Lot No. 1363, 200 feet to the most Northerly corner thereof; thence Northwestery along the Southwestery line of said Sub Lot No. 1368, 450 feet) to the Southeastery line of Middleburg Heights Boulevard; thence Northeastery along said Southeastery line of Middleburg Heights Boulevard, 372.76 feet to the most Northerly corner of said Sub Lot No. 1369; thence Southeastery along the Northeastery line of said Sub Lot No. 1369, 521.86 feet; thence Southwestery and parallel with the Southeastery line of Sub Lots Nos. 1369, 1368 and 1363, 570.17 feet to said Northeastery line of Webster Road; thence Northwestery along said Northeastery line of Webster Road, 115.47 feet to the place of beginning, and being further known as Parcel "A" in a Re-Subdivision of Brier-Cliff Subdivision No. 8, according to a survey dated May, 1946, made by R.L. Squier, Surveyor, be the same more or less, but subject to all legal highways.

LESS AND EXCEPT:

Part of Sublot No. 1363 in S.H. Kleinman Realty Company Brier-Cliff Subdivision No. 8 of part of Original Turnpike Lot No. 8 and part of Original Middleburg Township Section Nos. 4, 5, 6 and 7, as shown by the recorded plat in Volume 113 of Maps, Page 20 of Cuyahoga County Records, bounded and described as follows:

Beginning on the Northeastery side of Webster Road at the most westerly corner of Sublot No. 1363; thence North 42 deg. 11 min. East along the Northwestery line of Sublot No. 1363, 200 feet to the most Northerly corner thereof; thence South 47 deg. 49 min. East along the Northeastery line of Sublot No. 1363; about 115 feet to its intersection

with the Southeastery line of a parcel of land conveyed to Althea J. Laughlin by deed dated June 14, 1946 and recorded in Volume 6095, Page 226 of Cuyahoga County Records; thence South 40 deg. 31 min. West along the Southeastery line about 200 feet to the Northeastery side of Webster Road; thence North 47 deg. 49 min. West along said Northeastery side 115.47 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

SUBJECT PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

This Legal Description Complies with
The Cuyahoga Transfer and
Conveyance Standards and is approved
for transfer.

SEP 04 2019


Agent

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

BUREAU of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2019074249

DATE ISSUED: MAY 10, 2019

DECEDENT INFORMATION

DATE FILED: MAY 9, 2019

NAME: GARY WILLIAM LAUGHLIN

DATE OF DEATH: MAY 6, 2019

SEX: MALE

AGE: 077 YEARS

DATE OF BIRTH: AUGUST 19, 1941

SSN: ***-**-9797

BIRTHPLACE: CLEVELAND, OHIO, UNITED STATES

PLACE WHERE DEATH OCCURRED: INPATIENT

FACILITY NAME OR STREET ADDRESS: SHANDS AT UF

LOCATION OF DEATH: GAINESVILLE, ALACHUA COUNTY, 32610

RESIDENCE: 3460 NORTHWEST NOEGEL ROAD, WELLBORN, FLORIDA 32094, UNITED STATES

COUNTY: COLUMBIA

OCCUPATION, INDUSTRY: CARPENTER, CONSTRUCTION

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED EVER IN U.S. ARMED FORCES? YES

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

RACE: WHITE

SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: NEVER-MARRIED

SURVIVING SPOUSE NAME: NONE

FATHER'S/PARENT'S NAME: ELMER WILLIAM LAUGHLIN

MOTHER'S/PARENT'S NAME: ALTHEA JUNE NEWPORT

INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: LYNNE LAUGHLIN

RELATIONSHIP TO DECEDENT: SISTER

INFORMANT'S ADDRESS: 3458 NORTHWEST NOEGEL ROAD, WELLBORN, FLORIDA 32094, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: AMANDA L WEEKS, F056362

FUNERAL FACILITY: ICS CREMATION AND FUNERAL HOME - LAKE CITY F067096

357 NW WILKS LANE, LAKE CITY, FLORIDA 32055

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: ICS CREMATORY
LAKE CITY, FLORIDA

CERTIFIER INFORMATION

TYPE OF CERTIFIER: DISTRICT MEDICAL EXAMINER

MEDICAL EXAMINER CASE NUMBER: 190800253

TIME OF DEATH (24 HOUR): 0700

DATE CERTIFIED: MAY 9, 2019

CERTIFIER'S NAME: WILLIAM FRANK HAMILTON

CERTIFIER'S LICENSE NUMBER: ME38595

NAME OF ATTENDING PHYSICIAN (IF OTHER THAN CERTIFIER): NOT ENTERED

The first five digits of the decedent's Social Security Number has been redacted pursuant to §119.071(5), Florida Statutes.



, STATE REGISTRAR

REQ: 2020442944

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.
THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY.



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DH FORM 1948 (03-13)

CERTIFICATION OF VITAL RECORD



VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED