

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2023- **35**

Introduced By: Mayor Matthew Castelli

**AN ORDINANCE
AUTHORIZING THE SALE OF REAL ESTATE CONSISTING OF A
VACANT LOT ON BAGLEY ROAD NO LONGER NEEDED FOR ANY
MUNICIPAL PURPOSE AND KNOWN AS CUYAHOGA COUNTY
PERMANENT PARCEL NUMBER 372-28-035**

WHEREAS, the City is the owner of a parcel of real estate located at 15120 Bagley Road known as Cuyahoga County Permanent Parcel 372-28-035; and

WHEREAS, said parcel is a vacant lot and for which the City has no foreseeable municipal purpose; and

WHEREAS, the City and the Purchaser deem it advantageous to each of them to sell the Property to the Purchaser for consolidation with other property owned by the Purchaser for a new building/development; and


WHEREAS, it is the desire of Council and the Administration to return this parcel to productive use.

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", to sell a parcel of real estate for which the City has no foreseeable municipal purpose, which is located at 15120 Bagley Road, known as Cuyahoga County Permanent Parcel 372-28-035.

Section 2: 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: 4/25/23


President of Council

Attest: M. Meola
Clerk of Council

Approved On: 4-26-23

Presented to Mayor: 4/26/23

Matthew Casella
Mayor

	Yea	Nay
Bortolotto	X	_____
Ali	X	_____
Sage	ABSENT	_____
Meany	X	_____
McGregor	X	_____
Ference	X	_____
Grech	X	_____

I, Mary Ann Meola Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Ord. 2023-35 adopted by the Council of the City of Middleburg Hts., on 4/25/23 was posted for a period of fifteen days, beginning 4/27/23 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. 2023-35 passed on the 25th day of April 2023 by said Council.

Mary Ann Meola
Clerk of Council

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered as of the last date of execution specified below, by and between the City of Middleburg Heights, Ohio hereinafter referred to as SELLER, and Laith, LLC, hereinafter referred to as PURCHASER.

1. SELLER agrees to sell, and PURCHASER agrees to purchase the following described real estate with appurtenances, located at **15120 Bagley Road** in the City of Middleburg Heights, County of Cuyahoga, and State of Ohio: one vacant parcel of property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. **372-28-035** and consisting of approximately .371 acres (hereinafter the "Property"). The Property shall include the land, all appurtenant rights, privileges, and easements in their present condition "as is", and further described in Exhibit A. Purchaser acknowledges that this is a non-conforming lot, and that Purchaser will consolidate the Property with Permanent Parcel Number **372-28-009**.
2. PURCHASER agrees to pay Five Thousand Dollars (\$5,000.00) as an earnest money deposit upon execution of this agreement, and an additional One Hundred Twenty Thousand Dollars (\$120,000.00) cash for the property upon title transfer, a total purchase price of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) in addition to the following consideration:
 - a. Purchaser represents to Seller that Purchaser will consolidate the Property with Permanent Parcel Number **372-28-009**.
 - b. Purchaser represents to Seller that Purchaser will make application for necessary approvals and permits from the City of Middleburg Heights, including the approval of design standards of the building/development by the City of Middleburg Heights, and that said application will be made within thirty (30) days of this agreement, for a new building consisting of not less than five thousand (5,000) square feet.
 - c. Purchaser represents to Seller that Purchaser will raze and remove the building presently on Permanent Parcel Number **372-28-009** within ninety (90) days of closing/transfer of title.
 - d. Purchaser represents to Seller that Purchaser will complete the construction of and obtain occupancy permits for the new building/development within twelve (12) months of closing/transfer of title.

In the event Purchaser fails to comply with any representation in 2 a, b, c, or d above, Seller shall have the option to: (1) grant Purchaser additional time to comply; (2) elect

to have the property revert back to Seller less the Earnest Money deposit and any expenses Seller has incurred as a result of this transaction and any expenses of a lot split, if necessary; or (3) to take no action. Seller's failure to exercise the options listed above or to take no action, upon any passage of a date or deadline as represented in 2 a, b, c, or d, shall not constitute a waiver of the Seller's ability to exercise the listed options should Purchaser fail to comply with any subsequent representations listed above in 2 a, b, c, and/or d.

3. SELLER shall furnish a Warranty Deed conveying to PURCHASER, or nominee, a marketable title to the Property, free and clear of all liens and encumbrances whatsoever, except: (a) restrictions of record and any reservations and easements created in conjunction with such restrictions that do not materially adversely affect the use or value of the property; (b) zoning ordinances, if any; (c) taxes and assessments, both general and special, not yet due and payable, for the current half of the taxable year and thereafter.
4. SELLER shall furnish a Title Guaranty in the amount of the purchase price, as evidence of assurance that there has been conveyed to PURCHASER, or nominee, the title required to be conveyed hereunder. Should PURCHASER desire, Purchaser may obtain a Fee Policy of Title Insurance, so long as Purchaser pays the increased premium due because of such additional coverage.
5. All general and special taxes, and all annual maintenance charges, if any, shall be prorated as of the date of filing the deed for record, on the basis of the latest available tax duplicate, provided, however, that the full amount of all installments on any special assessments, whenever payable, shall be prorated and assumed by PURCHASER.
6. All documents and funds necessary to the completion of this transaction shall be placed in escrow with Maximum Title & Escrow Services, Inc., 400 W. Bagley Road, Berea, OH 44017, on or before June 9, 2023, subject to their standard conditions of escrow acceptance. If a defect in title appears, SELLER shall have thirty (30) days after notice to remove said defect.
7. The Escrow Agent shall charge to SELLER and pay out of the purchase price the following: (a) the cost of the title exam and Title Guaranty required hereunder; (b) amount due to discharge any lien encumbering the property and the cost of recording

- the cancellation thereof; (c) any amount due PURCHASER by reason of prorations; and (d) the amount of any special assessments payable by SELLER. SELLER shall also pay directly all utility charges to the date of filing the deed for record or date of possession, whichever is later. PURCHASER shall pay the following: (a) any real estate transfer tax; (b) attorney fees incurred to prepare the Warranty Deed; (c) the escrow fee; (d) all fees and costs incident to filing the deed; (e) costs of any inspections requested by PURCHASER; and (f) the additional premium cost for the Owner's Fee Title Insurance Policy, if desired;
8. SELLER shall deliver possession of the property to PURCHASER upon filing the deed for record.
 9. The obligations of SELLER to consummate at the Closing of the transaction herein contemplated are subject to the following conditions:
 - a. PURCHASER shall have performed all agreements on their part required to be performed under this Agreement prior to closing and shall not be in default under any of the provisions of this Agreement; and
 - b. PURCHASER shall have delivered the Purchase Price to the Escrow Agent as set forth in paragraph 2 hereof.
 10. SELLER agrees the PURCHASER shall be permitted access to the Property at all reasonable times to inspect same.
 11. PURCHASER stipulates that there have been no express or implied representations, warranties or statements concerning the condition of said premises, the value of same, the improvements thereon, the use that can be made of said premises, or anything concerning same other than what is included in this written Purchase Agreement.
 12. Neither SELLER nor PURCHASER has retained any broker in connection with this transaction, and each party hereto agrees to defend, indemnify, and hold the other harmless against any claim or claims of any broker or any other representative for commission, or finder's fee or expenses alleged by any third parties to be incurred by or on behalf of the indemnifying party.
 13. This Agreement shall not be assigned by either party hereto without the express written consent of the other.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

15. Any notices provided for herein to SELLER or PURCHASER shall be in writing and deemed to have been given when mailed, postage paid, by registered or certified mail, return receipt requested, as follows:

TO SELLER: City of Middleburg Heights
c/o Santo T. Incorvaia
15700 Bagley Road
Middleburg Heights, OH 44130

TO PURCHASER: Laith, LLC
c/o Zayed Gihad
7250 Pearl Road
Middleburg Heights, OH 44130

16. This agreement is subject to the Middleburg Heights City Council authorizing the Mayor/Administration to enter into this agreement.

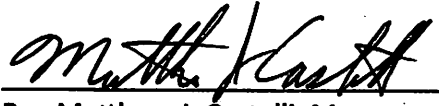
17. Upon execution of this Agreement, it shall become binding upon and accrue to the benefit of SELLER and PURCHASER and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by the SELLER and PURCHASER on the dates set forth below.

SELLER

CITY OF MIDDLEBURG HEIGHTS, OHIO

04/26/23
Date


By: Matthew J. Castelli, Mayor


APPROVED AS TO LEGAL FORM


Santo T. Incorvaia, Law Director

PURCHASER

Laith, LLC

04/20/2023
Date

 - Laith LLC
By: Zayed Gihad
~~Its President~~ Managing Member

**EXHIBIT A
LEGAL DESCRIPTION**

Situated in the City of Middleburg Heights, County of Cuyahoga and State of Ohio and known as being part of Original Middleburg Township Lot No. 17, Turnpike Tract, and bounded and described as follows:

Beginning on the Northeasterly line of Bagley Road, 60 feet wide, at its intersection with the Southeasterly line of a parcel of land conveyed to Lucius F. Baker and Margaret J. Baker by deed recorded in Volume 6899, Page 327 of Cuyahoga County Records of Deeds;

Thence South $46^{\circ}31'54''$ east, along the Northeasterly line of Bagley Road, a distance of 75.00 feet;

Thence North $43^{\circ}43'06''$ East, a distance of 254.37 feet;

Thence North $46^{\circ}27'54''$ West, a distance of 75.00 feet more or less to the Southeasterly line of land so conveyed to Lucius and Margaret Baker;

Thence South $43^{\circ}43'06''$ West, along the Southeasterly line of land conveyed to Lucius and Margaret Baker, a distance of 254.37 feet to the place of beginning, excepting that part conveyed to the Board of County Commissioners of Cuyahoga County by deed recorded in Volume 14227, Page 749 of Cuyahoga County Records.

PPN: 372-28-035