

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT [NEORS] FOR THE PURCHASE OF REAL ESTATE AND APPURTENANCES KNOWN AS PERMANENT PARCEL NUMBERS 472-02-015 AND 472-02-016 WHICH ARE LOCATED ON PEARL ROAD AND ADJACENT TO RESERVOIR DRIVE FOR ONE DOLLAR (\$1.00) AND DECLARING AN EMERGENCY**

WHEREAS, the NEORS has offered sell to the City of Parma Heights certain real estate and appurtenances known as permanent parcel numbers 472-02-015 and 472-02-016 which are located on Pearl Road and adjacent to Reservoir Drive for One Dollar (\$1.00) and

WHEREAS, the Mayor the Director of Economic Development have deemed it to be in the best interest of the City to acquire these two parcels of real estate from the NEORS and develop them into a pocket park; and

WHEREAS, this Council referred the matter of the proposed purchase of these parcels of real estate to the Planning Commission for a report and recommendation; and

WHEREAS, the Planning Commission has reviewed this matter and has recommended to the Council to proceed with the purchase of these parcels of real estate; and

WHEREAS, this Council accepts the recommendation of the Planning Commission and wishes to proceed with the purchase of these two parcels of real estate.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARMA HEIGHTS, STATE OF OHIO, THAT:**

Section 1. The Mayor is authorized to enter into a Purchase Agreement with the NEORS for the purchase of certain real estate and appurtenances known as permanent parcel numbers 472-02-015 and 472-02-016 which are located on Pearl Road and adjacent to Reservoir Drive for One Dollar (\$1.00), as set forth in Exhibit A.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council and that any of its committees comprised or a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This ordinance is declared to be an emergency measure necessary for the public peace, health and safety of the Municipality and for the further reason that it is necessary to purchase these parcels of real estate to develop pocket parks; wherefore it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: 10-13-2020   
PRESIDENT OF COUNCIL

ATTEST: Florence A. Bohdan 10-13-2020  
APPROVED

FILED WITH THE MAYOR: 10-13-2020   
MAYOR



Search

City

Search By  Owner  Parcel  Address



[Search Results](#)

### PROPERTY DATA

- General Information
- Transfers
- Values
- Land
- Building Information
- Building Sketch
- Other Improvements
- Permits
- 2018 Proposed Values
- Property Summary Report

### TAXES

- Tax Bill
- View/Pay Tax Bill

### LEGAL RECORDINGS

[Get a Document List](#)

### ACTIVITY

- Informal Reviews
- Board of Revisions Cases



[Go To Full Map](#)

Zoom in and click on a parcel for more information or click the banner to reset the map

Disclaimer: Cuyahoga County provides this geographic data and related analytical results as a free public service on an "as is" basis. Cuyahoga County makes no guarantee(s) or warranty(ies) as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it, constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were compiled remains the official record of any such public office or agency. **By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the**

## PURCHASE AGREEMENT

**THIS AGREEMENT** made and entered into by and between and the **Northeast Ohio Regional Sewer District** (hereinafter referred to as "SELLER"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, acting pursuant to Resolution No. \_\_\_\_\_, adopted by its Board of Trustees on \_\_\_\_\_ and the **City of Parma Heights**, (hereinafter referred to as "BUYER"). BUYER and SELLER are referred to collectively in this Agreement as "Parties". The "**Effective Date of this Agreement**" shall be the date which is the last date of execution by the Parties.

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

### 1. SALE AND PURCHASE OF PREMISES

SELLER agrees to sell and BUYER agrees to purchase the following described real estate with appurtenances, located on Pearl Road, Parma Heights, Ohio, and known as Cuyahoga County Permanent Parcel Nos. 472-02-015 and 472-02-016 (hereinafter referred to as the "**Premises**") as further described in Exhibit "A" attached hereto.

### 2. CONDITIONAL OFFER

SELLER'S offer to sell the Premises is subject to and conditioned upon the approval by resolution of the Board of Trustees of the Northeast Ohio Regional Sewer District for its Chief Executive Officer to execute this Purchase Agreement and title transfer document.

### 3. CONDITIONS OF PREMISES

There have been no representations or statements concerning the condition of said Premises, the value of same, the improvements thereon, the use that can be made of the Premises, or any other thing concerning the Premises other than what is contained in this Purchase Agreement. The Premises shall include all land, appurtenant rights, privileges and easements. BUYER acknowledges that the Premises are being purchased in an "as is" condition.

### 4. PURCHASE PRICE

The purchase price for the Premises is One Dollar (\$1.00), which shall be payable to the SELLER on the Closing Date.

## **5. SUPPLEMENTAL INSTRUMENTS**

SELLER agrees to execute any and all supplemental instruments or documents necessary to vest BUYER with the rights, titles and interests in the Premises.

## **6. TITLE**

SELLER shall convey marketable title to BUYER by limited warranty deed, free and clear of all liens and encumbrances whatsoever, except the following:

- a. any recorded restrictions, conditions, and easements;
- b. zoning, ordinances and regulations, if any;
- c. taxes and assessments, both general and special, not yet due and payable;

## **7. EASEMENT**

Title shall convey with the entirety of the Premises encumbered by a permanent sewer easement for existing facilities of the SELLER and any development of the Premises will require the approval of the SELLER.

## **8. RIGHT OF FIRST REFUSAL**

To be included in the limited warranty deed for the transfer of the Premises is the following provision for SELLER's Right of First Refusal of any future conveyance of the Premises:

Upon BUYER's contemplated future conveyance of the Premises, BUYER will give SELLER 90 days' notice and the first right to acquire the Premises at an amount equal to the original Consideration received from the BUYER. If the SELLER fails to exercise its Right of First Refusal, then the BUYER shall be authorized to dispose of the Premises as proposed in the notice to the SELLER. In the event the Premises is conveyed without prior notice to the SELLER, then such conveyance shall be void and shall confer no title whatsoever upon the purported transferee.

## **9. CLOSING**

Closing shall occur at a time and place mutually agreed upon by BUYER and SELLER but as soon as possible upon the approval of the transfer by the Board of Trustees of the Northeast Ohio Regional Sewer District.

## **10. CHARGES & PRORATIONS**

The Premises are currently tax exempt with no taxes or assessments owed.

## **11. POSSESSION**

SELLER shall deliver possession to BUYER upon transfer of title.

## **12. RECORDING OF TITLE**

SELLER shall have the fully executed limited warranty deed properly recorded and time stamped at no cost to BUYER.

## **13. BINDING AGREEMENT**

This Purchase Agreement shall become legally binding upon BUYER and SELLER and their heirs, executors, administrators, successors, and assigns upon its execution by the parties and the approval of the Board of Trustees of the Northeast Ohio Regional Sewer District and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Purchase Agreement shall be in writing and be signed by both BUYER and SELLER. All agreements, representations and warranties herein contained shall be deemed merged in the Deed and shall not survive closing.

## **14. MULTIPLE ORIGINALS**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

## **15. ENTIRE AGREEMENT**

This instrument contains the entire Agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon SELLER or BUYER.

## **16. AMENDMENTS AND MODIFICATIONS**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by SELLER and BUYER.

## **17. GOVERNING LAW**

This Agreement has been executed and delivered in the State of Ohio and shall be governed and construed in accordance with the laws of the State of Ohio.

## **18. TITLES AND HEADINGS**

The titles and headings contained in this Agreement are for convenience of reference only and shall not affect the intent or scope of any of the terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Purchase Agreement as of the date and year above first written.

**SELLER**

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

By: \_\_\_\_\_  
Kyle Dreyfuss- Wells, Chief Executive Officer

Date: \_\_\_\_\_

**BUYER**

**CITY OF PARMA HEIGHTS**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The legal form and correctness of this instrument is approved.

By: \_\_\_\_\_  
Eric Luckage, Chief Legal Officer  
Northeast Ohio Regional Sewer District

Date: \_\_\_\_\_

This instrument prepared by:  
Julie A. Blair  
Assistant General Counsel  
Northeast Ohio Regional Sewer District  
3900 Euclid Avenue  
Cleveland, Ohio 44115  
(216) 881-6600

Exhibit "A"

PPNs 472-02-015 & 472-02-016

the following **REAL PROPERTY**: Situated in the County of **Cuyahoga** in the State  
of Ohio and in the City of **Parma Heights** :

**PARCEL NO. 1:** And known as being Sub Lot No. 1 in K. K. Hodgman's Sub-  
division of part of Original Parma Township Lot No. 6, in the Tuckerman  
Tract, as shown by the recorded plat in Volume 96 of Maps, Page 8 of  
Cuyahoga County Records, and being 118.34 feet front on the Southeasterly  
side of Pearl Road, and extending back 145.05 feet deep on the North-  
easterly line, 147.71 feet deep on the Southwesterly line, and being 115  
feet in the rear, as appears by said plat, be the same more or less, but  
subject to all legal highways.

**PARCEL NO. 2:** And known as being the Southwesterly 90 feet front and rear  
of Sub Lot No. 2, in the K. K. Hodgman's Subdivision of part of Original  
Parma Township Lot No. 6, in the Tuckerman Tract, as shown by the recorded  
plat in Volume 96 of Maps, Page 8 of Cuyahoga County Records, and being 90  
feet front on the Southeasterly side of Pearl Road, and extending back  
145.05 feet on the Southwesterly line, about 142.76 feet on the North-  
easterly line, and being 90 feet in the rear, as appears by said plat, be  
the same more or less, but subject to all legal highways.

PP #472-02-015  
PP #472-02-016

RETURN TO  
CITY OF CLEVELAND  
11-1-05