



City of North Royalton

Mayor Robert A. Stefanik

13834 Ridge Road
North Royalton, Ohio 44133-4896

Phone: 440-237-4300
Fax: 440-582-6334

MEMORANDUM

TO: Laura J. Haller, Director of Legislative Services
FROM: Mayor Robert A. Stefanik
DATE: August 24, 2011
RE: Special Council Meeting

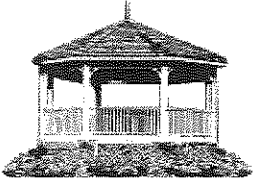
Pursuant to Article III, paragraph (g) of the Charter of the City of North Royalton, I am hereby calling for a Special Council Meeting to be held on **Thursday, August 25, 2011 at 6:45 p.m.** to be held at North Royalton City Hall, 13834 Ridge Road, North Royalton, Ohio.

The purpose of this Special Council Meeting is to take action on the following:

1. **11-87 - AN ORDINANCE TO ADOPT AND RATIFY THE AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND GREGORY N. PAPPAS FOR THE PURCHASE OF LAND COMMONLY KNOWN AS PPN'S 481-12-001, 481-12-002 AND 481-09-025 LOCATED IN THE CITY OF NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY**



Mayor Robert A. Stefanik



City of North Royalton

Office of the Council

Vincent A. Gentile

President of Council

Ward 1 John T. Nickell
Ward 2 Gary Petrusky
Ward 3 Donald R. Willey
Ward 4 Paul F. Marnecheck
Ward 5 Larry Antoskiewicz
Ward 6 Dan Kasaris

Laura J. Haller CPM, CMC
Director of Legislative Services

NORTH ROYALTON CITY COUNCIL NOTICE OF SPECIAL COUNCIL MEETING

AUGUST 24, 2011

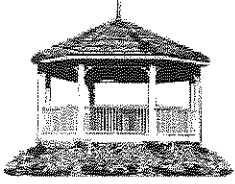
PURSUANT TO ARTICLE III, PARAGRAPH (g) OF THE CHARTER OF THE CITY OF NORTH ROYALTON, A SPECIAL MEETING OF THE NORTH ROYALTON CITY COUNCIL WAS CALLED IN WRITING BY MAYOR ROBERT A. STEFANIK TO BE HELD AT **6:45 P.M., AUGUST 25, 2011**, AT NORTH ROYALTON CITY HALL, 13834 RIDGE ROAD, NORTH ROYALTON, OHIO 44133.

THE PURPOSE OF THE SPECIAL MEETING IS TO TAKE ACTION ON THE FOLLOWING:

1. **11-87** - AN ORDINANCE TO ADOPT AND RATIFY THE AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND GREGORY N. PAPPAS FOR THE PURCHASE OF LAND COMMONLY KNOWN AS PPN'S 481-12-001, 481-12-002 AND 481-09-025 LOCATED IN THE CITY OF NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY

CITY COUNCIL
NORTH ROYALTON, OHIO

Laura J. Haller CPM, CMC
Director of Legislative Services
City of North Royalton, Ohio



City of North Royalton

Office of the Council

Laura J. Haller CPM, CMC
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Ward 6 Dan Kasaris

NORTH ROYALTON CITY COUNCIL SPECIAL MEETING AGENDA

.....
August 25, 2011
.....

.....
6:45 p.m.
.....

1. Call to order
2. Opening ceremony
3. Roll call
4. Director to read the notice
5. Discussion by public of current agenda legislation, non-debatable, five minute maximum time
6. **SPECIAL MEETING ITEMS**

LEGISLATION:

FIRST READING CONSIDERATION

1. **11-87 - AN ORDINANCE TO ADOPT AND RATIFY THE AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND GREGORY N. PAPPAS FOR THE PURCHASE OF LAND COMMONLY KNOWN AS PPN'S 481-12-001, 481-12-002 AND 481-09-025 LOCATED IN THE CITY OF NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY**
7. Adjournment

REAL ESTATE PURCHASE AGREEMENT

This is a Real Estate Purchase Agreement between the **City of North Royalton, Ohio** a municipal corporation organized under the Constitution and laws of the State of Ohio (hereinafter, "BUYER") and **Gregory N. Pappas**, an unmarried individual (hereinafter, "SELLER"). The "Effective Date" of this Agreement shall be the date upon which the last of the signators executes this Agreement.

1. SALE AND PURCHASE:

SELLER agrees to sell to BUYER, and BUYER agrees to purchase from SELLER, on and subject to the terms and conditions herein set forth, the following:

- (a) Approximately seven acres of land, being three parcels of land situated in the City of North Royalton, Cuyahoga County, Ohio, commonly known as 8328 York Road, ppn 481-12-001, Yord Road Rear, ppn 481-12-002, and York Road Rear, ppn 481-09-025 (hereinafter, Property) being more fully particularly described in Exhibit A hereto;

2. PURCHASE PRICE

Buyer agrees to pay to Seller the sum of One Hundred Thirty Thousand Dollars and no cents (\$130,000.00) for said property.

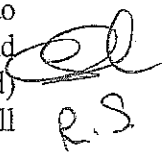
3. CONTINGENCIES

The obligation of Buyer to close the transaction contemplated by this Agreement is contingent upon the satisfaction or waiver of all of the following contingencies within 45 days after the Effective Date.

- (a) Buyer after determining, on the basis of such inspections and tests of the Property which Buyer chooses to perform (Phase I and II Environmental Studies) and such documents and information as are furnished or made available to Buyer pursuant to Section 4 or otherwise obtained by Buyer, that the physical and environmental aspects of the Property are satisfactory to Buyer, and that the Property is otherwise satisfactory to Buyer;
- (b) North Royalton City Council legislative approval;
- (c) North Royalton Planning Commission approval of an application for a lot consolidation consistent with the terms hereof.
- (d) After determining, on the basis of the Title Commitment and Survey, any matter disclosed to be unsatisfactory to Buyer.

4. DEED/TITLE

Seller shall convey marketable Title (as determined with reference to the Ohio State Bar Association Standards of Title Examination) by General Warranty Deed, to Buyer or nominee with dower rights, if any, released, free and clear of all liens, right to take liens and encumbrances except (a) legal highways, (b) all installments of taxes and assessments becoming due and payable after ~~closing~~ ^{DEC 31, 2010}, (c) zoning and other laws and (d) restrictions, reservations, easements, covenants, and conditions of record. Buyer shall furnish a Title Guaranty to be issued by a title company selected by Buyer.


R.S.

If title to all or part of the Property is unmarketable or is subject to matters not excepted as provided above, Seller at Seller's sole cost and expense shall cure any title defects and/or remove such matters within 10 days after receipt of written notice from Buyer, and if necessary, the closing date may be extended to permit Seller the full 10 days to clear title. In the event that Seller is unable to cure any such defects, Buyer, at Buyer's option, may waive any such defect(s) or may void this agreement in its entirety.

5. CLOSING

All documents necessary to complete this transaction shall be placed in escrow with Chicago Title Services Agency, Ltd., 1360 E. 9th Street, Cleveland OH 44114 as soon as possible or reasonable, time being of the essence, after acceptance of this Purchase Agreement, and Title shall be transferred on and no later than September 30, 2011 (the "Closing Date"), All funds and documents shall be deposited by Buyer in escrow on or before one (1) days before closing. Possession and occupancy shall be tendered to Buyer by 4:00 p.m. on the Closing Date.

6. PRORATIONS, CHARGES AND CREDITS:

- (a) Charges to Buyer. Buyer shall be charged with the following costs: (1) the cost of any conveyance fees and/or real estate transfer taxes applicable to the property; (2) the cost incident to filing the Deed, (3) financing costs, if any, (4) the cost of a Title Guaranty or an Owners Policy of Title Insurance, (5) the escrow fee, (6) the cost of any inspection or appraisal ordered by Buyer or Buyer's agents.
- (b) Charges to Seller. None.
- (c) Seller shall pay or credit to Buyer on the purchase price, whichever is appropriate, all unpaid real estate taxes and assessments including interest which became due and payable through December 31, 2010.

7. SELLER REPRESENTATIONS

Seller represents that with respect to the Property (a) no orders of any public authority are pending; (b) no work has been performed or improvements constructed that

may result in future assessments; (c) no notices have been received from any public agency with respect to condemnation or appropriation proceedings; proposed future assessments, correction of conditions, or other similar matters, and (d) to the best of Seller's knowledge, no toxic, explosive or other hazardous substances having been stored, disposed of, concealed within or released on or from the Property. These representations shall survive the closing.

8. ESCROW INSTRUCTIONS

This agreement shall be made a part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of escrow acceptance not inconsistent herewith. All provisions of this contract shall survive the closing.

9. INSPECTIONS

Buyer shall have the right and permission prior to closing to enter upon the Property to inspect the Property and conduct such tests that Buyer chooses to conduct. For purposes of such inspection, Buyer and such inspectors shall be given reasonable access to the Property during such period. In the event the Buyer is not satisfied with the condition of the Property at any time prior to the closing date, Buyer may terminate this Agreement by giving written notice thereof to Seller and the Escrow Agent, in which event all funds and documents deposited by the parties with the Escrow Agent or each other shall be returned forthwith to the party who so deposited the same and the parties shall thereupon be released from any further obligations hereunder each to the other. In the event Buyer does not give such written notice to Seller prior to the closing date, this Contingency shall be deemed removed and the Agreement shall be unconditional as to such inspection.

10. ACCEPTANCE AND EFFECTIVE DATE

If this Agreement is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it to the other party. In such event, the party to whom the offer has been made may accept the offer by executing and delivering the Agreement to the offeror prior to the earlier of (a) the expiration of the offer (if the offeror has stated a time for expiration of the offer) or (b) revocation of the offer, but in no event may an offer be accepted more than three days after the date of the offer unless the offeror specifically consent thereto. The "Effective Date" of this Agreement shall be (i) the date on which both parties execute this Agreement, if the parties execute this Agreement on the same date. Or (ii) if the parties do not execute this Agreement on the same date, the date on which the second party executes this Agreement, thereby accepting the offer made by the first party executing this Agreement.

11. ADDITIONAL CONDITIONS OR CONTINGENCIES, IF ANY

- (a) Acceptance of this offer shall become an agreement binding on both Buyer and Seller, their respective heirs, executors, administrators and

assigns, and it contains all the terms agreed upon, and it is further agreed that there are no other conditions, representations, warranties or agreements, expressed, or implied.

- (b) This agreement represents all of the representations, comments and discussions between the parties hereto and all representations and discussions are merged into this written agreement. This agreement may not be altered or amended except in writing, approved and signed by all of the parties to this agreement.
- (c) This instrument shall be governed by and construed in accordance with the laws of the State of Ohio.

The undersigned agrees to and accepts the foregoing offer:

Buyer: City of North Royalton, Ohio

Mark J. Thomas
Witness

Robert A. Stefanik
Mayor Robert A. Stefanik:

Aug. 10, 2011
Date

Seller: Gregory N. Pappas

Bruce Becka
Witness

Gregory N. Pappas
by Power of Attorney Dated July 18, 2011
Gregory N. Pappas

August 11, 2011
Date

PREPARED BY AND RETURN TO:
THOMAS L. NUNNALLEE, ESQ.
BREED AND NUNNALLEE, P.A.
325 North Commerce Avenue
Sebring, Florida 33870

LIMITED DURABLE POWER OF ATTORNEY

I, GREGORY N. PAPPAS, residing at Sebring, Florida, hereby appoint CONSTANTINE L. CORPAS, residing at Broadview, Ohio, as my attorney-in-fact to act in my capacity to do every act that I may legally do through an attorney-in-fact.

GENERAL GRANT OF POWER, I hereby grant to my attorney-in-fact full power and authority to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire as more particularly set forth below:

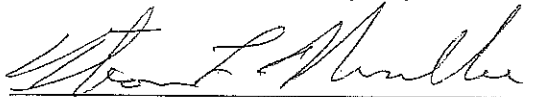
To grant, bargain, contract, buy, sell, convey, receive, hypothecate, lease, manage, operate, repair, improve, or to perform any other act, power, right or obligation whatsoever that I now have or may hereafter acquire relating to any interest in the following-described real property:

Approximately seven acres of land, being three parcels of land situated in the City of North Royalton, Cuyahoga, County, Ohio, commonly known as 8238 York Road, ppn 481-12-001, York Road Rear, ppn 481-12-002, and York Road Rear, ppn 481-09-025,

and to execute all documents necessary to effectuate the closing of any real estate transactions on the above-described property, including but not limited to purchase contracts, deeds, closing statements and affidavits.

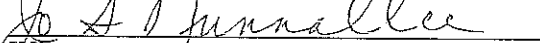
This durable power of attorney shall be in full force and effect from its date, and shall not be affected by subsequent incapacity of the principal except as provided in S. 709.08, Florida Statutes.

DATED this 18th day July, 2011.



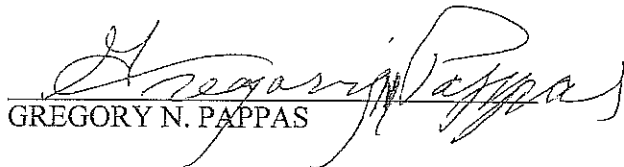
Witness

Print Name:



Witness

Print Name:


GREGORY N. PAPPAS

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 18th day of July, 2011, by GREGORY N. PAPPAS, who is personally known to me or who has produced Florida Driver License, as identification.


NOTARY PUBLIC, State of FLORIDA

My Commission Expires:
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