

ORDINANCE NO. 1-2017

AN ORDINANCE BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO, TO AUTHORIZE THE MAYOR OF THE CITY OF NEW PHILADELPHIA TO ENTER INTO A PURCHASE AGREEMENT FOR THE CARLISLE PROPERTY ACQUISITION AND IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of New Philadelphia, Ohio desires to purchase real estate for the purposes of recreational, tourism, and safety forces usage along the Tuscarawas River; and

WHEREAS, real estate is now available for said purposes and a purchase agreement is attached hereto.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO, AS FOLLOWS:

SECTION 1. The Mayor of the City of New Philadelphia, Ohio is hereby authorized to enter into the attached purchase agreement with the Carlisle Trust for \$24,000.00 to purchase the vacant land located at 1567 State Route 416 SE, New Philadelphia, OH 44663 for recreational, tourism, and safety forces usage along the Tuscarawas River.

SECTION 2. This Ordinance is hereby declared to be an emergency measure and its immediate passage is necessary in order to preserve, protect and maintain the health, safety and welfare of the citizens of the City of New Philadelphia, Ohio.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
SAM R. HITCHCOCK  
PRESIDENT OF COUNCIL

\_\_\_\_\_  
JULIE COURTRIGHT  
CLERK OF COUNCIL

APPROVED:

\_\_\_\_\_  
MAYOR JOEL B. DAY

SPONSORED BY: PARKS AND CEMETERY COMMITTEE



41 DEED AND CLOSING: Seller shall convey title by a non red-stamped general warranty deed (or fiduciary deed, if  
42 appropriate) subject to all restrictions, easements, conditions of record, and encroachments which do not materially affect the  
43 value or use of the property, and all zoning ordinances. The entire transaction shall be closed not later than  
44 01/20/2017 (date). (CLOSING SHALL BE THE DATE OF RECORDING OF THE DEED; CLOSING IS  
45 NOT THE DATE OF DISBURSEMENT OF SELLER'S PROCEEDS). Deed to be made to: City of New Philadelphia  
46 \_\_\_\_\_ w/survivorship:  No  Yes

47 EVIDENCE OF TITLE: Seller, through Seller's title agency, shall provide to Buyer a title insurance commitment for an  
48 Owner's/Mortgagee's Title Policy in the amount of the purchase price. Seller shall pay for the cost of the title search and the  
49 parties shall share equally the cost of the evidence of title: including but not limited to title insurance premium, policy  
50 commitment, and escrow fee. The Escrow Agent to be chosen by Seller. Location survey, title policy endorsement(s), and  
51 recording fees to be paid by Buyer; deed preparation and county conveyance fee to be paid by Seller.

52 TAXES, UTILITIES, & NOTICES: Seller shall pay all taxes and assessments prorated to date of closing utilizing the latest  
53 available tax duplicate. If the tax duplicate is not available or fails to reflect the improved value of the property then the  
54 Escrow Agent, in counties where applicable, is instructed to telephone the county auditor's office and obtain an estimate of  
55 the taxes for the proration period and such estimate shall be used in place of the latest available current tax duplicate and shall  
56 be final. However, if the auditor will not provide an estimate, then 35% of the selling price times the millage rate shall be used  
57 instead. Agricultural Tax Recoupment, if applicable, to be paid by the Seller at closing. Seller represents they have not  
58 received governmental notice of any taxes or assessments not yet certified or of the existence of habitual sex offenders or  
59 sexual predators living in the neighborhood.

60 BINDING AGREEMENT: This Agreement is binding on Seller & Buyer and their heirs, executors, administrators,  
61 successors and assigns. In order to be enforceable this Agreement must be signed by Buyer & Seller with all changes,  
62 additions, and deletions to be initialed by Buyer and Seller prior to acceptance. The term acceptance shall mean the actual  
63 personal communication (i.e. not secretarial, answering machine, e-mail, voice mail message, etc) to the offeror, or their agent,  
64 that the last offer or counteroffer has been signed and initialed by Buyer and Seller. Executive in Multiple Counterparts and/or  
65 Facsimile signatures constitutes a valid signing of this Agreement. This written agreement is the entire agreement of the  
66 parties herein, and there are no other oral representations or agreements which have not been incorporated herein.

67 HUD STATEMENT: Buyer and Seller grant permission and instruct escrow agent or title company to provide selling and  
68 listing broker with a copy of an estimated HUD settlement statement prior to closing and a final HUD settlement statement  
69 upon closing.

70 THIS OFFER OPEN FOR ACCEPTANCE UNTIL MIDNIGHT \_\_\_\_\_ 20\_\_\_\_

71 Joel Beahan Day dotloop verified 12/14/15 4:50PM EST 6HEB-EIGV-XYPO-6D/V3 \_\_\_\_\_  
72 Buyer Signature Date Buyer Signature Date  
73 Joel Day \_\_\_\_\_  
74 Buyer Printed Name Buyer Printed Name

75 \_\_\_\_\_  
76 Buyer Address

77 \_\_\_\_\_  
78 Buyer Telephone Number Cell Phone Number jdav@newphilaoh.com Email Addr

79 McInturf Realty/Jan McInturf 330-340-6648 330-364-2355  
80 Selling Broker/Agent Telephone Number Fax Number

Glen Russell Carlisle TRUST \_\_\_\_\_  
81 \_\_\_\_\_  
82 Seller Signature Date Seller Signature Date

83 TRUST FEE GLEN R AND KEAT M CARLISLE TRUST  
84 Seller Printed Name Seller Printed Name

85 \_\_\_\_\_  
86 Seller Address

87 \_\_\_\_\_  
88 Seller Telephone Number Cell Phone Number Email Address

89 Jan A McInturf \_\_\_\_\_  
90 Listing Broker/Agent Telephone Number Fax Number