## 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:, 2	017
ATTEST:	SAM R. HITCHCOCK PRESIDENT OF COUNCIL
JULIE COURTRIGHT CLERK OF COUNCIL	APPROVED:
	MAYOR JOEL B. DAY

SPONSORED BY: PARKS AND CEMETERY COMMITTEE





## TUSCARAWAS COUNTY BOARD OF REALTORS VACANT LAND (revised 4/06)

2 (dadfress): 1587 Safe Route 416 SE    County, Oh.PPN: 24-000101	1 The unders	signed agrees to buy the foll	owing real estate	known as:		(cital)
4 PURCHASE PRICE	2 (address)	of the		Allotment.	C	County, Oh.PPN: 24-000101
5 Amount to be financed	., Edi 140	0; ••••				<u> </u>
6 Amount of down payment						
18 EARNEST MONEY (To be deposited in listing broker's trust account after acceptance,  8 as hereinafter defined in line						
8 as hereinafter defined in line, and credited to the buyer at closing)\$  9 Type of Earnest Money (check one):CashCheckNote  10 Type of Loan (Check One):Conv. or Insur. Conv	6 Amount of	down payment			\$_	
9 Type of Loan (Check One):Conv. or Insur. ConvLVAFHAOtherE_None (Cash at closing)  11 FINANCING: Buyer agrees to use their best efforts to obtain the above loan, including complying with lenders requests. 12 Buyer shall make loan application within seven (7) calendar days, excluding federal holidays, and obtain a loan commitme. 13 withinna calendar days after the date of this Agreement. If Buyer has failed to timely accomplish either of the 14 above, this Agreement, at Seller's written election shall be deemed null and void. If financing cannot be arranged, this 15 Agreement shall be null and void and upon all parties signing a mutual release, all monies shall be returned to Buyer.  16 "AS IS" CLAUSE AND INSPECTION: Buyer agrees and acknowledges that neither Seller. Broker, nor Agent have 17 made any representations or warranties, either expressed or implied, regarding the property including, but not limited to, so 18 conditions, environmental conditions, flooding or flood zone, availability of septic or sewer, availability or condition of well 90 city water, availability of public utilities, feasibility for construction, zoning easements, surveying or boundaries, and deed 20 restrictions. Buyer has the sole responsibility to inspect the property. Broker or Agent assumes no liability for the condition of the property at any time before or after delivery of deed.  22 This Agreement is contingent upon an inspection of the property within days from the date of acceptance of this 23 Agreement. Inspections to be performed at Buyer's option and expense. If Buyer is not satisfied with the results of the 24 inspection then Buyer shall notify Seller within the inspection for and aSeller may either correct the unsatisfactory condit 25 or void this Agreement in which case all monies held in trust shall be returned to Buyer takes the property which may be 28 caused by the inspections.  29 ADDITIONAL TERMS AND CONDITIONS: Buyer is aware that the property is red-stamped and will have the pro						
10 Type of Loan (Check One):Conv. or Insur. Conv	o as nereman	er denned in fine	, and credited	to the buyer at closi	ng)	
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12 Buyer shall make loan application within seven (7) calendar days, excluding federal holidays, and obtain a loan commitme.  13 within na calendar days after the date of this Agreement. If Buyer has failed to timely accomplish either of the 14 above, this Agreement, at Seller's written election shall be deemed null and void. If financing cannot be arranged, this 15 Agreement shall be null and void and upon all parties signing a mutual release, all monies shall be returned to Buyer.  16 "AS IS" CLAUSE AND INSPECTION: Buyer agrees and acknowledges that neither Seller, Broker, nor Agent have 17 made any representations or warranties, either expressed or implied, regarding the property including, but not limited to, so 18 conditions, environmental conditions, flooding or flood zone, availability of septic or sewer, availability of public utilities, feasibility for construction, zoning easements, surveying or boundaries, and deed 07 restrictions. Buyer has the sole responsibility to inspect the property. Broker or Agent assumes no liability for the condition of the property at any time before or after delivery of deed.  22 This Agreement is contingent upon an inspection of the property within	10 Type of Lo	an (Check One):Conv.	or Insur. Conv.	VAFHA	Other	None (Cash at closing)
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		ransaction shall be closed not later than DATE OF RECORDING OF THE DEED; CLOSING IS
		CEEDS). Deed to be made to: City of New Philadelphia
46	NOLVIEW OF SEEDEN STROE	w/survivorship: \( \subseteq No \subseteq Yes \)
48 Owner's/Mortgagee's Title Pol 49 parties shall share equally the co 50 commitment, and escrow fee. "I	icy in the amount of the purchase pri ost of the evidence of title: including	Il provide to Buyer a title insurance commitment for an ce. Seller shall pay for the cost of the title search and the but not limited to title insurance premium, policy eller. Location survey, title policy endorsement(s), and aveyance fee to be paid by Seller.
53 available tax duplicate. If the ta 54 Escrow Agent, in counties wher 55 the taxes for the proration period 56 be final. However, if the audito 57 instead. Agricultural Tax Recounts received governmental notice of 59 sexual predators living in the new 60 BINDING AGREEMENT: The 61 successors and assigns. In order 62 additions, and deletions to be ini 63 personal communication (i.e. now 64 that the last offer or counteroffer 65 Facsimile signatures constitutes a 66 parties herein, and there are no or	ax duplicate is not available or fails to applicable, is instructed to telephore and such estimate shall be used in a rewill not provide an estimate, then 3 appears, if applicable, to be paid by the any taxes or assessment s not yet cellighborhood.  This Agreement is binding on Seller & to be enforceable this Agreement metialed by Buyer and Seller prior to act assessment and initialed by Buyer and seller prior to act assessment and initialed by Buyer and seller prior to act assessment and initialed by Buyer and seller prior to act assessment and initialed by Buyer and seller prior to act assessment and initialed by Buyer and seller prior to act assessment and initialed by Buyer and seller prior to act assessment and initialed by Buyer and representations or agreement. The theorem are presentations or agreement and the provided in the prior of the prio	assessments prorated to date of closing utilizing the latest of reflect the improved value of the property then the net the county auditor's office and obtain an estimate of place of the latest available current tax duplicate and shall 5% of the selling price times the millage rate shall be used ne Seller at closing. Seller represents they have not retified or of the existence of habitual sex offenders or  Buyer and their heirs, executors, administrators, ust be signed by Buyer & Seller with all changes, exceptance. The term acceptance shall mean the actual nail, voice mail message, etc) to the offeror, or their agent, yer and Seller. Executive in Multiple Counterparts and/or this written agreement is the entire agreement of the not which have not been incorporated herein.
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41 DEED AND CLOSING: Seller shall convey title by a non red-stamped general warranty deed (or fiduciary deed, if