

TITLE

AN ORDINANCE FOR THE PURPOSE OF THE CITY'S MAYOR, AND THE DIRECTOR OF SAFETY AND SERVICE, ON BEHALF OF THE CITY OF WARREN, TO ENTER INTO A WRITTEN AGREEMENT AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 999 MAHONING AVENUE NW, FORMERLY KNOWN AS THE "POWERHOUSE," FOR THE PURPOSE OF SECURING THE PARCEL FOR THE SUMMIT DAM REMOVAL, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 13211/2023

WHEREAS, the Property located at 999 Mahoning Avenue NW, Warren, Ohio, formerly known as the "Powerhouse", including Permanent Parcels identified as 39-003012, 39-003013, and 39-530624, hereinafter collectively referred to as the "Property", is being offered for sale by Warren Redevelopment and Planning Corporation to Mayor and the Safety and Service Director, on behalf of the City of Warren; and

WHEREAS, the City of Warren finds that the Property is necessary to facilitate the removal of the Summit Street dam; and

WHEREAS, the Mayor and the Safety and Service Director, on behalf of the City of Warren, and Warren Redevelopment and Planning Corporation wish to enter into a written agreement to purchase the Property; and

WHEREAS, said proposed written contract to purchase the Property is attached to this draft ordinance as "Exhibit A"; and

WHEREAS, this Council desires to authorize the execution of the proposed written contract to purchase the Property attached hereto as "Exhibit A"; NOW, THEREFORE,

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: That the City's Mayor and Director of Public Safety and Service be, and hereby are, authorized, for and on behalf of the City of Warren, to enter into a written agreement with Warren Redevelopment and Planning Corporation to purchase the real Property located at 999 Mahoning Avenue NW, Warren Ohio, formerly known as the "Powerhouse", including Parcels 39-003012, 39-003013, and 39-003014, described specifically in the Warranty Deed attached hereto as "Exhibit B" and incorporated herein, for all purposes, as if fully rewritten herein.

Section 2: That any such contract as provided for within Section 1 of this Ordinance shall be the same as, or substantially similar to, the proposed written contract to purchase the Property attached hereto as "Exhibit A", the terms and conditions of said attached "Exhibit A" is hereby approved and authorized by this Council. Said "Exhibit A" is hereby incorporated herein, for all purposes, as if fully rewritten herein.

Section 3: The purchase price, together with any cost or expense incurred by the City in connection with the acquisition of the Property, including taxes to be paid by the City after acquiring the Property, shall be reimbursed to the City from the money received through the Environmental Protection Agency's grant to remove the Summit Street dam.

Section 4: The purchase of the Property shall be consummated in such a manner and on such terms as the Director of Law may approve, and the funds for the said purchase shall be paid from Account No. 401-252-561-000 Capital Projects Fund.

Section 5: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare, and safety, and for the further reason that the Property is necessary to facilitate the upcoming removal of the Summit Street dam. WHEREFORE, this Ordinance shall take effect and be in force from and after the date of its passage by a vote of two-thirds of all members elected to Council and approval by the Mayor.

Passed in Council this 22ND day of FEBRUARY, 2023.

SIGNED: [Signature] ATTEST: [Signature]
PRESIDENT OF COUNCIL CLERK

FILED WITH THE MAYOR: 2-22-2023

DATE APPROVED: 2-22-2023

[Signature]
MAYOR, CITY OF WARREN, OHIO

Exhibit "A"
to Draft No. 0351

PURCHASE AND SALE AGREEMENT

The undersigned, **City of Warren, Ohio**, an Ohio Municipal Corporation (hereinafter referred to as "Purchaser"), hereby agrees to purchase from the seller thereof, **Warren Redevelopment and Planning Corporation**, an Ohio Not for Profit Corporation, (hereinafter referred to as "Seller"), the premises known as being Permanent Parcels 39-003012; 39-003013 and 39-003014 and known for street numbering purposes as **999 Mahoning Ave NW, Warren, Ohio**.

This agreement is subject to the following terms and conditions:

1. The purchase price for said subject premises shall be Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) and shall be paid in the following manner:
 - a. Purchaser shall receive a credit towards the purchase price in the amount of Ten Thousand Dollars (\$10,000.00) paid by the City of Warren and assigned to Purchaser under a separate instrument dated October 19, 2021.
 - b. Balance of the purchase price shall be paid at closing subject to the prorations and adjustments contained in this agreement.
 - c. Ohio law requires that closing funds over \$10,000.00 be electronically transferred to the closing/escrow agent. Purchaser should consult the closing/agent for wiring requirements to assure that the funds are received in a timely matter.
2. The Seller shall convey title to the aforescribed premises to Purchaser by deed of general warranty. Said deed shall warrant title to said subject premises to be free and clear from all liens, clouds and encumbrances whatsoever except zoning ordinances, easements, and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer but which are not then due and payable.
3. The parties hereby appoint Valley Title & Escrow Agency, Inc. to perform all title work and escrow/closing services to consummate this transaction.
4. The Seller shall, at their expense, furnish the Purchaser with an Owner's Policy of Title Insurance issued in the amount of the purchase price.

5. The risk of loss or damage to subject premises by fire or otherwise except ordinary wear and tear shall remain with and is expressly assumed by the Seller until the title passes at the time of the delivery of the Deed.
6. Real estate taxes and assessments, general and special, shall be prorated as of the date of closing. The basis for proration of the real estate taxes and assessments, general and special, shall be the tax rate and valuation as shown on the latest available Auditor's Tax Duplicate.
7. This transaction shall be consummated within ninety (90) days from the signing of this agreement by the Purchaser or as soon thereafter as practicable. Possession of the premises shall be given at closing.
8. The Seller shall be responsible for the following expenses:
 - a. Cost of Owner's Policy of Title Insurance;
 - b. Any amount to be credited to the Purchaser as a result of the prorations hereinabove stated;
 - c. Any applicable real estate transfer tax;
 - d. One-half of the escrow fee;
 - e. Preparation of the deed.
9. The Purchaser shall be responsible for the following expenses:
 - a. Cost of recording deed;
 - b. One-half of the escrow fee;
 - c. Attorney fees to Gilbert L. Rieger; if any
 - d. Cost of the survey, if needed.
10. Purchaser is purchasing the premises in its present condition and Seller agrees that its condition will not be changed, altered or modified between the time of executing this agreement and the date of closing.
11. This agreement sets forth the entire understanding of the parties with respect to this transaction. It may not be modified, rescinded, changed, or amended without the specific written consent of the parties hereto. This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, and assigns.

Said Corporation hereby sets its official seal this _____ day of _____, 2022

SELLER:

Warren Redevelopment and Planning Corp., an
Ohio Not for Profit Corporation, By:

Kim Phillips, Its Chairman

, its Executive Director

PURCHASER:

The City of Warren, Ohio., an Ohio Municipal
Corporation, By:

William D. Franklin, Its Mayor Date

Eddie Colbert, its Safety-Service Director Date

APPROVED AS TO LEGAL FORM

APPROVED AS TO CERTIFICATION OF FUNDS

Enzo C. Cantalamessa
LAW DIRECTOR

Vincent Flask
CITY AUDITOR

Agreement to Assign Option Contract for Sale and Purchase

Subject Property: 999 Mahoning Ave NW, Warren, Ohio

Legal Description: Described in Exhibit A Attached

This agreement is made between The City of Warren, Ohio (ASSIGNOR) and Warren Redevelopment and Planning Corp. (ASSIGNEE) regarding purchase of the above referenced SUBJECT PROPERTY.

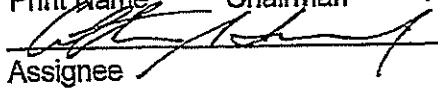
Whereas The City of Warren (BUYER) has entered into a Option Agreement with Habosky-Davidson Enterprises, Inc. (SELLER) for the purchase of SUBJECT PROPERTY, and whereas BUYER wishes to assign its rights, interests and obligations in the Option Agreement, it is hereby agreed between ASSIGNOR and ASSIGNEE as follows:

1. ASSIGNEE shall pay ASSIGNOR a NON-REFUNDABLE assignment fee of **\$10,000**, which represents the amount the Assignor has paid to the Seller for the Option Contract.
2. ASSIGNEE accepts all terms and conditions of the contract for Sale and Purchase between BUYER and SELLER in its entirety.
3. ASSIGNEE acknowledges receipt of legible copies of the original Contract for Sale and Purchase in its entirety including all Addendum(s) associated with this transaction.
4. Additional terms and conditions of this Assignment are as follows:
 - a) This assignment contract is non-assignable without the express written consent of the ASSIGNOR. No changes to the Option Contract can be made without written Consent of BUYER.
 - b) Disclosures and Acknowledgement:
 - i) ASSIGNOR and affiliated associates make no warranty, expressed or implied, regarding inspection reports or other reports provided to ASSIGNEE by ASSIGNOR or third parties concerning this property.
 - ii) ASSIGNEE acknowledges they are conducting a transaction dealing directly with ASSIGNOR for the purchase of SUBJECT PROPERTY. ASSIGNEE is not relying upon or being represented by a REAL ESTATE BROKERAGE in this transaction.

AGREED AND ACCEPTED

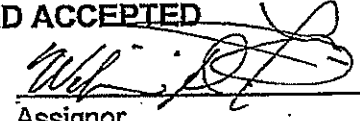


Assignee
Kim Phillips
Print Name Chairman

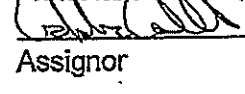


Assignee
Anthony A. Iannucci
Print Name Executive Director

10/20/2021
Date



Assignor
William D. Franklin
Print Name Mayor



Assignor
Eddie Colbert
Print Name Director

10-19-21
Date

10.19.21
Date

EXHIBIT

A

Situated in the City of Warren, County of Trumbull and State of Ohio, and known as being City Lot No. 1018, 1019 and parts of Lots 20 and 21, as-recorded in Volume 439, Page 27, Volume 337, Page 508 and in Volume 278, Page 357, respectively, of the Trumbull County Record of Deeds, and is further bounded and described as follows: Beginning at a point in the northeasterly corner of Lot No. 1018, said corner also being the southeasterly corner of the Consolidated Railroad Co., (also known as Conrail) right of way line; thence S. 18° 21' 30" E. along the westerly right of way line of Mahoning Avenue N.W., a distance of 404.55 feet to a point; thence southwesterly on a curve to the right, said curve having a radius of 30 feet, length of 49.417' and a cord of 44.016' to a point of tangency in the northerly right of way line of Summit Street N.W.; thence S. 76° 01' 14" W. along said right of way line of Summit St. N.W., to the point of the low water mark on the east bank of the Mahoning River (meaning by "low water mark" when the water is level with the top of the dam adjacent to said property); thence northerly along said low water mark, to a point in the northwesterly corner of Lot 1018, said corner also being the southwesterly corner of the Consolidated Railroad Co. right of ways thence N. 67° 06' 30" E. to the place of beginning, and containing within said bounds 1.84 acres, more or less being the same premises described in Ordinance No. 9385/83 excepting that part of the premises taken for highway purposes.

LESS AND EXCEPTING that certain 2,458 square feet of land conveyed by John P. Karousis and Pete J. Karousis to the State of Ohio by Warranty Deed recorded in Volume 910, Page 387 of the Official Records of Trumbull County, Ohio and that certain 48 square feet of land conveyed by John P. Karousis and Pete J. Karousis to the State of Ohio by Warranty Deed recorded in Volume 910, Page 389 of the Official Records of Trumbull County, Ohio.

Permanent Parcel No. 39-003012 & 39-003013 & 39-003014

Exhibit "B"
to Draft No. 0351

202111160026782 P.1 of 2
TRUMBULL COUNTY RECORDER'S OFFICE
202111160026782 F. 53450 11/16/2021 2:11 PM
Trumbull County Recorder Tod Latal



GIS/MAP DEPT. NOTE:
NEXT TRANSFER
WILL REQUIRE SURVEY

TRUMBULL COUNTY
NOV 15 2021 JRK
GIS/TAX MAP DEPT

REAL PROPERTY TRANSFER TAX
TRANSFERRED AND PAID

1.50 NOV 16 2021
In the amount of 300.00 CT
Adrian S Biviano, Trumbull County Auditor

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT, Habosky-Davidson Enterprises, Inc., an Ohio Corporation, the Grantor, who claims title by or through instrument recorded in Document Number 200412220040776, Trumbull County Recorder's Office, for the consideration thereunto given, and especially for the sum of Ten and no/100 Dollars (\$10.00) received to their full satisfaction of Warren Redevelopment and Planning Corporation, an Ohio Non-Profit Corporation, the Grantee, whose TAX MAILING ADDRESS will be

333 Harmon Ave NW
Warren, OH 44423

does

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantees, their heirs and assigns, the following described premises:

Situated in the City of Warren; County of Trumbull and State of Ohio

and known as being City Lot No. 1018, 1019 and parts of Lots 20 and 21, as recorded in Volume 439, Page 27, Volume 337, Page 508 and in Volume 278, Page 357, respectively, of the Trumbull County Record of Deeds, and is further bounded and described as follows:

Beginning at a point in the northeasterly corner of Lot No. 1018, said corner also being the southeasterly corner of the Consolidated Railroad Co., (also known as Conrail) right of way line; thence S. 18° 21' 30" E. along the westerly right of way line of Mahoning Avenue N.W., a distance of 404.55 feet to a point; thence southwesterly on a curve to the right, said curve having a radius of 30 feet, length of 49.417' and a cord of 44.016' to a point of tangency in the northerly right of way line of Summit Street N. W.; thence S. 76° 01' 14" W. along said right of way line of Summit St. N.W., to the point of the low water mark on the east bank of the Mahoning River (meaning by "low water mark" when the water is level with the top of the dam adjacent to said property); thence northerly along said low water mark, to a point in the northwesterly corner of Lot 1018, said corner also being the southwesterly corner of the Consolidated Railroad Co. right of ways thence N. 67° 06' 30" E. to the place of beginning, and containing within said bounds 1.84 acres, more or less being the same premises described in Ordinance No. 9385/83 excepting that part of the premises taken for highway purposes.

LESS AND EXCEPTING that certain 2,458 square feet of land conveyed by John P. Karousis and Pete J. Karousis to the State of Ohio by Warranty Deed recorded in Volume 910, Page 387 of the Official Records of Trumbull County, Ohio and that certain 48 square feet of land conveyed by John P. Karousis and Pete J. Karousis to the State of Ohio by Warranty Deed recorded in Volume 910, Page 389 of the Official Records of Trumbull County, Ohio.

Property Tax ID: 39-003012, 39-003013, 39-003014
Property Address: 999 Mahoning Ave., Warren, OH 44483

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantees, their heirs and assigns forever.

AND THE SAID Grantor for themselves and their heirs, executors and administrators, hereby covenant with the said Grantees, their heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and

full power to bargain, sell, and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances,

EXCEPT, reservations, conditions, limitations, easements and restrictions of record, zoning ordinances, if any, and real estate taxes and assessments both general and special, which are a lien but not yet due and payable

and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

Executed this 10th day of November, 2021.

Habosky-Davidson Enterprises, Inc., an Ohio Corporation

Mark G. Davidson
By MARK G. DAVIDSON
Its President

By _____
Its _____

State of Ohio)
County of Trumbull) SS

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Before me, a Notary Public, in and for said County and State, personally appeared the above named Habosky-Davidson Enterprises, Inc., an Ohio Corporation by MARK G. DAVIDSON its PRESIDENT and by _____ its _____, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In Testimony Whereof, I have hereunto set my hand and official seal, at Warren, OH this 10th day of November, 2021.

Jacqueline Williams
Notary Public



JACQUE L. WILLIAMS
Notary Public, State of Ohio
My Commission Expires 6-1-2024

This instrument was prepared by:

Gilbert L. Rieger
2833 Elm Rd. NE
P.O. Box 1429
Warren, OH 44482
330-392-6171
File # 117481