

Referred to Committee of the Whole April 15,  
2019. Recommended for adoption 5/13/19. Please  
substitute for the original.

RESOLUTION NO. 9069-19

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the Mayor and Director of Law to enter into a purchase agreement with Cove United Methodist Church *aka* Detroit Avenue Methodist Church Inc., an Ohio non-profit corporation, owner of the property located at 12525 Lake Avenue, Lakewood, Ohio (PPN 312-28-006), and to execute all documents necessary to effectuate the purchase and sale according to the terms of that agreement.

WHEREAS, the City has determined that it is in the best interests of the citizens to purchase Cove United Methodist Church *aka* Detroit Avenue Methodist Church property, and has come to terms with the property owner for its purchase and sale; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power of local self-government, and the power to enact laws that are for the health, safety, welfare; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this resolution is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that it is necessary and in the best interest of the City to purchase this vacant property and immediately put it to use for the benefit of the citizens; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor and Director of Law are hereby authorized to enter into an agreement, in substantially the same form as attached as Exhibit A, with The Cove United Methodist Church, an Ohio non-profit corporation, owner of the property located at 12525 Avenue, Lakewood, Ohio (PPN 312-28-006), and to execute all documents necessary to effectuate the purchase and sale according to the terms of that agreement.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least two thirds of the members

of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CLERK

Approved: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

## AGREEMENT OF SALE

Cove United Methodist Church, *aka* Detroit Avenue Methodist Church Inc., herein called “Seller,” agrees to sell to the City of Lakewood, an Ohio municipal corporation and political subdivision, herein called “Buyer,” and Buyer agrees to purchase from Seller, the real property, herein called “the Property,” at 12525 Lake Road, Lakewood, Ohio, described fully in the attached **Exhibit “A”**, which is hereby incorporated within this Agreement, on the following terms and conditions:

### **ARTICLE 1. PURCHASE PRICE**

1.01. **Amount.** The purchase price for the Property shall be the sum of \$900,000.00, payable by Buyer to Seller as follows:

- (a) **Down Payment.** The sum of \$50,000.00 in down payment, which Seller agrees to deposit into escrow within five days from the date hereof.
- (b) **Balance.** The further sum of \$850,000.00, plus any additional amounts provided for under Section 2.08, on closing as herein provided.

### **ARTICLE 2. ESCROW AND CLOSING**

2.01. **Opening of Escrow.** An escrow shall be opened, pursuant to this Agreement at Providence Title Agency, 27540 Detroit Rd., #106, Westlake, Ohio 44145 (the “Escrow Agent”), within 5 days from the date hereof, such time being agreed to be of the essence.

2.02. **Conditions of Escrow.** The close of such escrow and the Buyer’s obligation to purchase the Property pursuant to this Agreement are expressly conditioned on:

- (a) **Marketable Title.** The conveyance to Buyer or Buyer’s nominee of good and marketable title to the Property, as evidenced by an Owner’s Fee Policy of Title Insurance issued by First American Title Insurance Company, subject only to liens, encumbrances, restrictions, easements, or conditions as may be approved in writing by Buyer. Upon the execution of this Agreement, Seller shall cause to be ordered from the title company a commitment for an Owner’s Policy, and a copy of each shall be sent to Buyer for Buyer’s review. Within ten days of receipt of the commitment, Buyer shall notify Seller in writing of any liens, encumbrances, restrictions, easements, or conditions shown therein which are objectionable to Buyer. If so notified, the items that are objectionable to Buyer shall be considered “title defects” and shall be removed by Seller on or before the closing date. If the title defects cannot be removed by Seller by the closing date, or any extensions of the closing date as may be agreed to by the Buyer for the correction of these title defects, this Agreement shall be null and void and all funds and documents previously delivered to the parties or deposited into escrow shall be returned to the respective parties who delivered or deposited such funds or documents, and there shall be no further liability between the parties.

- (b) **Delivery of Possession.** Delivery of possession of said property to Buyer or Buyer's nominee, immediately on closing, free and clear of all uses and occupancies except as Buyer may waive in writing.
- (c) **Inspection of Property.** Buyer satisfactorily completing a diligent inspection of the property and satisfying itself as to the feasibility of the Property for its intended use within thirty (30) days of the effective date of this Agreement. Buyer's inspection may include, without limitation, tests of the subsurface soil conditions of the property, boundary surveys, engineering reports, feasibility studies, and environmental inspections. Buyer and Buyer's agents shall have access to the property for such inspections. Notwithstanding the foregoing, Buyer intends to waive any due diligence period and contingencies upon execution of this Agreement and proceed to closing forthwith if Buyer's due diligence has been completed prior thereto.

2.03. **Failure of Conditions.** Should any of the conditions specified in Paragraph 2.02 of this Agreement fail to occur within thirty (30) days after the effective date of this Agreement, Buyer shall have the power, exercisable by giving written notice to the Escrow Agent and to Seller, to cancel such escrow, terminate this Agreement, and recover any amounts paid by Buyer to Seller or to the Escrow Agent on account of the purchase price of said property. The exercise of such power by Buyer shall not, however, constitute a waiver by Buyer of any other rights it may have against Seller for breach of this Agreement. The Escrow Agent shall be, and is hereby, irrevocably instructed by Seller on such failure of conditions and receipt of such notice from Buyer to refund immediately to Buyer all moneys and instruments deposited by Buyer in escrow pursuant to this Agreement.

2.04. **Prorations.** There shall be prorated between Seller and Buyer on the basis of 30-day months, as of midnight on the day of closing:

- (a) Real property taxes and assessments levied or assessed against said property as shown on the latest available tax bills, if any.

2.05. [Intentionally deleted.]

2.06. **Brokers' Commissions.** Any and all commissions due to real estate or other brokers as a result of this sale of said property shall be paid by Seller. Seller represents and warrants to Buyer that Seller has engaged any brokers in connection with Seller's interest in the property, except Alex Russo, Cushman & Wakefield/CRESCO Real Estate, 3 Summit Park, Suite 200, Cleveland, Ohio 44131. Buyer represents and warrants to Seller that Buyer has not engaged any brokers in connection with Buyer's interest in the property.

2.07. **Expenses of Closing.** The expenses of closing described in this Article shall be paid in the following manner:

- (a) The full cost of securing the title guarantee or Title Policy described in Paragraph 2.02(a) of this Agreement shall be paid by Buyer.

- (b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Buyer or Buyer's nominees in the manner described in this Agreement shall be paid by Buyer.
- (c) Any costs of transfer and recordation of title shall be paid by Buyer.
- (d) Any tax imposed on the conveyance of title to said property to Buyer or Buyer's nominee shall be paid by Seller.
- (e) Any fee charged by the Escrow Agent other than the cost of title guarantee or title insurance required by this Agreement shall be paid by Seller and Buyer in equal proportions.
- (f) Each party shall pay its own attorneys' fees.

**2.08. Security for Buyer's Performance; Operating Expenses.** For the purpose of securing the performance of Buyer under the terms and provisions of this Agreement, Buyer shall deliver to Escrow Agent within five (5) days from the date hereof, the sum of \$50,000.00, the down payment, which shall be paid to Seller in the event Buyer breaches this Agreement as provided in Paragraph 5.02 hereof. At closing, the down payment shall be paid over to the Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Buyer shall have given written notice to the Escrow Agent that one or more of the conditions to its obligations set forth in Paragraph 2.02 have not been met, or, in the opinion of Buyer, cannot be satisfied in the manner and as provided for in this Agreement, the down payment shall be forthwith returned by the Escrow Agent to Buyer. In addition to the Purchase Price as stated in Section 1.01 and irrespective if Buyer closes on the property, Buyer agrees to reimburse Seller for any and all documented, reasonable operating expenses incurred by Seller to maintain the Property between the effective date of this Agreement and the closing date, which operating expenses are estimated to be \$3,500 per month. The provisions of this Section 2.08 shall survive closing and/or the termination of this Agreement.

**2.09. Time and Place of Closing.** Closing shall be made to consummate the sale of the Property pursuant to this Agreement at the offices of the Escrow Agent, within thirty (30) days after the expiration of the inspection period, unless extended by mutual agreement of the parties, provided, however, that the closing shall occur on or before June 30, 2019.

**2.10 As-Is Conveyance; Form of Deed.** Buyer agrees that, upon the closing, Buyer shall be deemed to have accepted the property in its then existing condition, "as is, where is and with all faults" without representation or warranty of any kind or nature by Seller except as expressly set forth in this agreement or the transfer documents. At closing, Seller shall make, execute and deliver to Buyer a recordable limited warranty deed, conveying the Property to Buyer free and clear of all liens and encumbrances except any encumbrances permitted under Section 2.02(a), those matters expressly excepted hereinabove, real estate taxes and assessments which shall be paid and/or prorated as provided herein, and the restrictions set forth on attached **Exhibit "E"**. A form of the deed is attached hereto as **Exhibit "F"**.

## ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

3.01. **Warranties of Seller.** Seller hereby represents and warrants to Buyer as follows:

- (a) There are no parties in possession of any part of said property as lessees, tenants at sufferance, or trespassers;
- (b) [Intentionally deleted];
- (c) To Seller's knowledge, which knowledge is limited to the Trustees signing this Agreement in their fiduciary capacity only, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to said Property, or any part thereof;
- (d) [Intentionally deleted];
- (e) [Intentionally deleted];
- (f) Since May 31, 2018, the Seller has not received any notices of violation of any laws, rules, regulations and ordinances related to wetlands, the American with Disabilities Act, or environmental obligations.
- (g) All work and labor performed and all materials furnished with respect to any improvements or repairs to the Property have been paid in full, and there will be no mechanic's liens or the possibility thereof in connection with any such work or labor performed on or materials furnished to the Property;
- (h) To Seller's knowledge, which knowledge is limited to the Trustees signing this Agreement in their fiduciary capacity only, there are no actions, suits or proceedings against Seller with respect to the property, and there are no investigations or actions, suits or proceedings at law or in equity pending or threatened against Seller that would adversely affect this transaction or the Property being sold hereunder.
- (i) There are no employment contracts, service contracts, or similar contracts or agreements relating to the management, ownership or operation of the Property except as set forth on **Exhibit "B"** attached hereto and made a part hereof;
- (j) Seller will assign to Buyer on or before the closing date, by delivering them into escrow, any and all guarantees or warranties with respect to the condition of the property, including all improvements, fixtures, equipment and personal property being conveyed hereunder, that remain in effect;
- (k) [Intentionally deleted];
- (l) Attached hereto and marked **Exhibit "C"** is a true and accurate schedule of insurance carried on the premises. Such insurance shall not be modified between the date hereof and the closing date. No written notices or requests have been received by Seller, limited to the Trustees

signing this Agreement, from any insurance company issuing any of such policies which have not been complied with;

- (m) Seller shall authorize Buyer to enquire with all of the gas and electrical utility companies as to the status of the accounts relating to the Property. Attached hereto and marked **Exhibit "D"** are true and accurate lists of the gas and electrical utility bills relating to the Property received immediately before the effective date of this Agreement;
- (n) To Seller's knowledge, which knowledge is limited to the Trustees signing this Agreement in their fiduciary capacity only, all documents delivered or required hereunder to be delivered to Buyer and all warranties herein made by Seller are accurate and complete, and there has been no material change in any of the facts, circumstances or subject matter of this transaction of which Buyer has not been informed.
- (o) The sale and transfer of the aforesaid Property is, or shall be prior to the closing date, duly authorized in accordance with the law and within the scope of authority of the party or parties conveying the Property, and evidence of such authority shall be presented to Buyer prior to the closing of this transaction.

#### **ARTICLE 4. CONTROL OF PROPERTY DURING ESCROW**

4.01. **Destruction of Improvements.** Should any of the improvements of said Property be destroyed or substantially damaged prior to closing as herein provided, Buyer shall have the power, exercisable by the giving of written notice by Buyer to the Escrow Agent and to Seller, to cancel such escrow, terminate this Agreement, and recover any and all amounts paid to the Escrow Agent on account of the purchase price of said Property. Any such improvement on said Property shall be deemed substantially damaged for the purpose of this section if the cost of restoring such improvement to the condition it is in at the date of this Agreement exceeds 25 percent of the purchase price of said Property as provided in this Agreement. If said Property is damaged, but such damage is not substantial enough to give Buyer the right to terminate this Agreement, then Seller will assign to Buyer all of Seller's right, title and interest in all insurance proceeds payable with respect to such damage and the purchase price will be reduced by the amount of Seller's deductible, if any.

#### **ARTICLE 5. BREACH**

5.01. **By Seller.** Should Seller default on the full and timely performance of any obligations under the terms of this Agreement for any reason other than Buyer's default, Buyer may:

- (a) Enforce specific performance of this Agreement; and/or,
- (b) Request that the down payment shall be forthwith returned to Buyer.

5.02. **By Buyer.** Should Buyer fail to consummate the purchase of said Property, the conditions to Buyer's obligations set forth in Paragraph 2.02 of this Agreement having been satisfied and Buyer being in default, and Seller not being in default hereunder, Seller may:

- (a) Receive the down payment from the Escrow Agent, such sum being agreed on as liquidated damages for the failure of Buyer to perform the duties, liabilities, and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take said cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event; or
- (b) Enforce specific performance of this Agreement.

## **ARTICLE 6. MISCELLANEOUS**

6.01. **Assignment of Agreement.** This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the express written consent of Seller, such consent not to be unreasonably withheld, conditioned or delayed. On delivery to Seller of an instrument in writing whereby the assignee of the Buyer assumes all of the provisions of this Agreement to be performed by Buyer, then, in that event, Buyer shall be released and discharged of all further liability hereunder.

6.02. **Survival of Covenants.** Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing for a period of six (6) months and shall not be merged therein.

6.03. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address set forth opposite the signature of such party hereto.

6.04. **Ohio Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Ohio. All obligations of the parties created hereunder are performable in Lakewood, Cuyahoga County, Ohio.

6.05. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.06. **Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the aforesaid subject matter.

6.07. **Time of Essence.** Time is of the essence of this Agreement.

6.08. **Descriptive Heading.** The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the parties.



6.09. **Counterparts.** This Agreement may be executed in counterparts.

6.10. **Time Limit.** In the event a fully executed copy of this Agreement has not been returned to either party by May 21, 2019, the other party shall have the right to terminate this Agreement on written notice to the party.

*(The signature page follows.)*

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands on the dates noted below.

SELLER

**Cove United Methodist Church,  
fka Detroit Avenue Methodist Church Inc.**

By: \_\_\_\_\_ [signature]

Mary Soirefman

Its: Chair of Trustees

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

By: \_\_\_\_\_ [signature]

Steven R. Bailey

Its: District Superintendent

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

By: \_\_\_\_\_ [signature]

Charles R. Dixon

Its: Trustee

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

BUYER

**City of Lakewood, Ohio**

By: \_\_\_\_\_ [signature]

Michael P. Summers

Its: Mayor

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

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

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

Director of Law

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

**EXHIBIT "A"**

Legal Description of the Property

Situated in the City of Lakewood, County of Cuyahoga and State of Ohio and known as being a part of Parcel A-1 as shown in Cove Church Resubdivision of part of Original Rockport Township Section No. 21 as recorded in Volume 231, Page 87 of Cuyahoga County Map Records. Property is further described as land conveyed to Detroit Avenue Methodist Church, Inc. in deed Volume 11880, Page 879 recorded on December 12, 1966. Church name was changed to Cove United Methodist Church in deed Volume 12772, Page 831 recorded 011 February 10, 1971 in Cuyahoga County Deed Records.

Parcel No.: 312-28-006

Street address: 12525 Lake Road, Lakewood, Ohio 44107

Prior Instrument Reference:

**EXHIBIT "B"**

List of Employment Contracts, Service Contracts  
or Similar Contracts or Agreements

(See attached 7 pages.)

Cove United Methodist Church  
 Expenses from January 2019 through Mar 2019

	Total	Monthly Average	
Utilities			
Electric	1,126.08	375.36	actual billing
Water & Sewer	13.58	14.00	no water use
Gas	1,478.36	492.79	actual billing
Landscaping			Don will mow
Snowplow	1,500.00	500.00	budget for Jan - Apr
Waste	392.57	130.86	monthly charge
Property Insurance	2,462.75	820.92	
Repairs	15,455.00		
Property Manager	1,090.00	363.33	
Total	23,518.34	2,697.26	

NORTH COAST DISTRICT UMC  
Account Activity, January 2019 - March 2019

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Reference	Journal	Date	Month	Description	Debit	Credit
<b>20-5460-000</b>	<b>Professional Services</b>			<b>Beginning Balance</b>	<b>0.00</b>	
11822	AP	1/10/2019	January 2019	Donald Gall - CO Property Mgr	535.00	
11858	AP	2/7/2019	February 2019	Donald Gall - CO Property Mgr Jan 19	125.00	
11895	AP	3/7/2019	March 2019	Donald Gall - CO property manager	430.00	
				Subtotal	1,090.00	
				Current Balance	1,090.00	
<b>20-5611-000</b>	<b>Property Insurance</b>			<b>Beginning Balance</b>	<b>0.00</b>	
11926	AP	3/28/2019	March 2019	AmVenture Insurance Agenc - CO Insurance - 3/11/19 Q	2,462.75	
				Subtotal	2,462.75	
				Current Balance	2,462.75	
<b>20-5635-000</b>	<b>Electricity</b>			<b>Beginning Balance</b>	<b>0.00</b>	
11807	AP	1/3/2019	January 2019	Illuminating Company - CO Church electric	643.96	
11807	AP	1/3/2019	January 2019	Illuminating Company - CO Sign electric	64.01	
11852	AP	1/31/2019	January 2019	Illuminating Company - CO Church Electric	415.33	
11852	AP	1/31/2019	January 2019	Illuminating Company - CO Sign electric	64.01	
11896	AP	3/7/2019	March 2019	Illuminating Company - CO church electric	552.83	
11896	AP	3/7/2019	March 2019	Illuminating Company - CO sign electric	64.16	
				Adjustment for estimated billing-Dec 18 - Feb 19	-678.22	
				Subtotal	1,126.08	
				Current Balance	1,126.08	
<b>20-5645-000</b>	<b>Water &amp; Sewer</b>			<b>Beginning Balance</b>	<b>0.00</b>	
11820	AP	1/10/2019	January 2019	City of Lakewood - CO Water	13.58	
				Water & Sewer	13.58	
				Subtotal	13.58	
				Current Balance	13.58	
<b>20-5655-000</b>	<b>Gas</b>			<b>Beginning Balance</b>	<b>0.00</b>	
11851	AP	1/31/2019	January 2019	Dominion East Ohio - CO Gas	500.87	
11888	AP	2/28/2019	February 2019	Dominion East Ohio - CO gas	527.70	
11927	AP	3/28/2019	March 2019	Dominion East Ohio - CO gas	449.79	
				Subtotal	1,478.36	
				Current Balance	1,478.36	



Cove United Methodist Church  
 Expenses from June 2018 to December 2018

	Total	Monthly Average	
Utilities			
Electric	2,520.73	504.15	estimated billing
Water & Sewer	68.10	14.00	no water use
Gas	838.18	119.74	actual billing
Landscaping	275.91		Don will mow
Snowplow		500.00	budget for Jan - Apr, 4 payments of \$500 each
Waste	706.20	123.00	monthly charge
Property Insurance	3,788.50	631.42	
Repairs	5,938.29		
Property Manager	4,885.00	485.00	avg Nov & Dec
Total	19,020.91	2,377.31	



Cove United Methodist Church						
Account Activity, June 2018 - December 2018						
Reference	Journal	Date	Month	Description	Debit	
<b>20-5460-000</b>	<b>Professional Services</b>					<b>Beginning Balance</b>
2153	AP	7/5/2018	July 2018	Donald Gall - CO property manager	755.00	
2163	AP	8/9/2018	August 2018	Donald Gall - CO property manager	1,025.00	
11660	AP	9/6/2018	September 2018	Donald Gall - Cove Property Mgr Aug	1,080.00	
11692	AP	10/4/2018	October 2018	Donald Gall - Cove property mgr Sep 18	1,055.00	
11726	AP	11/1/2018	November 2018	Shred Rite, LLC - Cove shredding	138.00	
11734	AP	11/8/2018	November 2018	Donald Gall - Property Mgr Oct 18	350.00	
11775	AP	12/6/2018	December 2018	Donald Gall - CO Property Mgr	620.00	
11785	AP	12/13/2018	December 2018	Spalding/Emig Company - CO Building appraisal	2,000.00	
			Professional Services		7,023.00	Subtotal
					7,023.00	Current Balance
<b>20-5611-000</b>	<b>Property Insurance</b>					<b>Beginning Balance</b>
2170	AP	8/30/2018	August 2018	Church Insurance Agency C - CO Insurance Sep - Nov	1,894.25	
11774	AP	12/6/2018	December 2018	Church Insurance Agency C - CO Insurance	1,894.25	
			Property Insurance		3,788.50	Subtotal
					3,788.50	Current Balance
<b>20-5635-000</b>	<b>Electricity</b>					<b>Beginning Balance</b>
2152	AP	7/5/2018	July 2018	Illuminating Company - CO Electric	528.74	
11661	AP	9/6/2018	September 2018	Illuminating Company - Cove electric Jul & Aug	899.38	
11661	AP	9/6/2018	September 2018	Illuminating Company - Cove sign Jul & Aug	132.44	
11693	AP	10/4/2018	October 2018	Illuminating Company - Cove sign electric	65.28	
11725	AP	11/1/2018	November 2018	Illuminating Company - Cove electric	388.84	
11725	AP	11/1/2018	November 2018	Illuminating Company - Cove sign electric	72.46	
11763	AP	11/29/2018	November 2018	Illuminating Company - CO sign electric	58.20	
11776	AP	12/6/2018	December 2018	Illuminating Company - CO electric	375.39	
						Subtotal
					2,520.73	

<b>Cove United Methodist Church</b>						
<b>Account Activity, June 2018 - December 2018</b>						
Reference	Journal	Date	Month	Description	Debit	
			Electricity		2,520.73	
				Current Balance		
<b>20-5645-000</b>	<b>Water &amp; Sewer</b>					<b>0.00</b>
2151	AP	7/5/2018	July 2018	City of Lakewood - CO Water	40.74	
2168	AP	8/30/2018	August 2018	City of Lakewood - CO water/sewer	13.58	
11659	AP	9/6/2018	September 2018	City of Lakewood - Cove Water Aug	13.78	
				Subtotal	68.10	
				Current Balance	68.10	
<b>20-5655-000</b>	<b>Gas</b>					<b>0.00</b>
2150	AP	6/28/2018	June 2018	Dominion East Ohio - CO gas - cancel budget bi	44.03	
2160	AP	7/26/2018	July 2018	Dominion East Ohio - CO gas	42.41	
2169	AP	8/30/2018	August 2018	Dominion East Ohio - CO gas	42.72	
11683	AP	9/27/2018	September 2018	Dominion East Ohio - Cove gas	42.27	
11718	AP	10/25/2018	October 2018	Dominion East Ohio - Cove gas	42.63	
11762	AP	11/29/2018	November 2018	Dominion East Ohio - CO church gas	146.73	
11805	AP	12/27/2018	December 2018	Dominion East Ohio - CO Gas	477.39	
				Subtotal	838.18	
				Current Balance	838.18	
<b>20-5665-000</b>	<b>Waste</b>					<b>0.00</b>
2158	AP	7/12/2018	July 2018	Republic Service #224 - CO new dumpster	98.65	
11662	AP	9/6/2018	September 2018	Republic Service #224 - Cove dumpster Jul	120.08	
11674	AP	9/13/2018	September 2018	Republic Service #224 - Cove refuse	120.88	
11715	AP	10/25/2018	October 2018	Republic Service #224 - Cove dumpster	120.19	
11735	AP	11/8/2018	November 2018	Republic Service #224 - Cove refuse	123.24	

Cove United Methodist Church						
Account Activity, June 2018 - December 2018						
Reference	Journal	Date	Month	Description		Debit
11784	AP	12/13/2018	December 2018	Republic Service #224 - CO Garbage		123.16
					Subtotal	706.20
			Waste		Current Balance	706.20
					<b>Beginning Balance</b>	<b>0.00</b>
<b>20-5740-000</b>	<b>Repairs/Maintenance</b>					
2147	AP	6/7/2018	June 2018	City of Lakewood - CO Sidewalk assessment		3,637.52
2156	AP	7/12/2018	July 2018	E&H Hardware Group, LLC - CO cleaning supplies		42.52
2161	AP	8/9/2018	August 2018	Packard Repair Service - CO Rekey church/garage		2,015.00
11714	AP	10/25/2018	October 2018	Treasurer State of Ohio - Cove Boiler Inspection		53.25
11736	AP	11/8/2018	November 2018	Stack Heating & Cooling - Cove boiler startup		95.00
11764	AP	11/29/2018	November 2018	Stack Heating & Cooling - CO Boiler repair		95.00
					Subtotal	5,938.29
			Repairs/Maintenance		Current Balance	5,938.29
					<b>Beginning Balance</b>	<b>0.00</b>
<b>20-5810-000</b>	<b>Landscaping</b>					
2164	AP	8/16/2018	August 2018	City of Lakewood - CO mow high grass		200.00
11660	AP	9/6/2018	September 2018	Donald Gall - Cove gas for mower		5.00
11692	AP	10/4/2018	October 2018	Donald Gall - Cove gas for mower		10.00
11703	AP	10/11/2018	October 2018	E&H Hardware Group, LLC - Cove landscaping		60.91
					Subtotal	275.91
			Landscaping		Current Balance	275.91

**EXHIBIT "C"**

Schedule of Insurance on the Premises

(See Exhibit "B," "Property Insurance" Line Items.)

**EXHIBIT “D”**

List of Most Recent Gas and Electric Utility Bills

(See Exhibit “B,” “Electricity,” “Water & Sewer,” and “Gas” Line Items.)

**EXHIBIT "E"**  
Deed Restrictions

(To be provided; in a similar form as:

Seller's intent is to restrict the resale of the Property by Buyer for a period of 5 years to a third party. If the Property is sold prior to the 6th year for more the purchase price, 50 percent of the additional funds over the aggregate of (1) the purchase price and (2) Buyer's documented carrying costs, including but not limited to demolition and renovation expenses, the carrying costs to be more specifically defined herein, shall be shared with the Seller on a 50/50 basis.)

**EXHIBIT "F"**

Form of Limited Warranty Deed

**LIMITED WARRANTY DEED**

**COVE UNITED METHODIST CHURCH, fka Detroit Avenue Methodist Church Inc.** (“Grantor”), for valuable consideration paid, grants, with limited warranty covenants, to **CITY OF LAKEWOOD, OHIO**, an Ohio municipal corporation (“Grantee”), whose tax mailing address is 12650 Detroit Avenue, Lakewood, Ohio 44107, the real property more fully described in the legal description attached as Exhibit “A”, which is incorporated herein by reference (the “Property”).

The Property is conveyed subject to, and there are excepted from the limited warranty covenants, the following:

1. All legal highways;
2. Zoning, building and other laws, ordinances, codes and regulations;
3. Easements, rights-of-way, conditions, covenants and restrictions of record; and,
4. Real estate taxes that are a lien on the Property, but not yet due and payable.

The Property is conveyed to Grantee subject to the following restrictive covenant, and Grantee by its acceptance of this Deed agrees that:

1. In the event that Grantee sells the Property to a third party for an amount in excess of \$900,000, Grantor shall be entitled to reimbursement of fifty percent (50%) of such purchase price in excess of the sum of (a) \$900,000 and (b) Grantee’s carrying costs and funds expended associated with the upkeep of the Property from the date of recording of this Deed until the date the Property is transferred to a third party.
2. The preceding restrictive covenant (i) shall remain in effect for a period of five (5) years from the date of this Deed, (ii) shall run with the land, (iii) shall be binding upon Grantee and Grantee’s successors and assigns and, (iv) shall inure to the benefit of and be enforceable by actions at law or in equity by Grantor or Grantor’s successors in title or interest to all or any part of or interest in the Property.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

GRANTOR:

**COVE UNITED METHODIST CHURCH,  
fka Detroit Avenue Methodist Church Inc.**

By: \_\_\_\_\_  
Mary Soirefman

Its: Chair of Trustees

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



Steven R. Bailey  
Its: District Superintendent

By: \_\_\_\_\_  
Charles R. Dixon  
Its: Trustee

GRANTEE:

CITY OF LAKEWOOD, OHIO

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

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OHIO            )  
                                  )  
\_\_\_\_\_ COUNTY )        SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named **MARY SOIREFMAN**, the Chair of Trustees of **COVE UNITED METHODIST CHURCH**, the Grantor in the above-captioned Deed, who acknowledged that she did sign the foregoing Limited Warranty Deed and that the same is her free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
  )  
\_\_\_\_\_ COUNTY )            SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named **STEVEN R. BAILEY**, the District Superintendent of **COVE UNITED METHODIST CHURCH**, the Grantor in the above-captioned Deed, who acknowledged that he did sign the foregoing Limited Warranty Deed and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
  )  
\_\_\_\_\_ COUNTY )            SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named **CHARLES R. DIXON**, the Trustee of **COVE UNITED METHODIST CHURCH**, the Grantor in the above-captioned Deed, who acknowledged that he did sign the foregoing Limited Warranty Deed and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
  )  
\_\_\_\_\_ COUNTY )            SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF LAKEWOOD, OHIO**, the Grantee in the above-captioned Deed, who acknowledged that he/she did sign the foregoing Limited Warranty Deed and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

This Instrument Prepared By:

John W. Monroe, Esq.  
Mansour Gavin LPA  
1001 Lakeside Avenue, Suite 1400  
Cleveland, Ohio 44114  
216-523-1500

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Situated in the City of Lakewood, County of Cuyahoga and State of Ohio and known as being a part of Parcel A-1 as shown in Cove Church Resubdivision of part of Original Rockport Township Section No. 21 as recorded in Volume 231, Page 87 of Cuyahoga County Map Records. Property is further described as land conveyed to Detroit Avenue Methodist Church, Inc. in deed Volume 11880, Page 879 recorded on December 12, 1966. Church name was changed to Cove United Methodist Church in deed Volume 12772, Page 831 recorded 011 February 10, 1971 in Cuyahoga County Deed Records.

Parcel No.: 312-28-006

Street Address: 12525 Lake Road, Lakewood, Ohio 44107

Prior Instrument Reference: