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Tony Christini FOIA Request

From : Stephen Fanok <sfanok@cityofmorgantown.org>

Wed, Apr 30, 2014 11:45 AM

Subject : Tony Christini FOIA Request

To : Jeff Mikorski <jmikorski@cityofmorgantown.org>

Jeff,

Joe Pyles Auction has provided me with: (1) a list of all auction attendees, who registered to bid and (2) a copy of the contract signed by the highest bidder (Muhammad Salman, Daryoush Hooshyar, and Abdulmalek Sabbagh). I will provide you with copies so that you can forward to Mr. Christini.

Jared, of the the auction company, said that auctioneers do not ask bidders what their intended use of realty is. For that reason, Joe Pyles Auction has no documents that would indicate intended use.

Steve

Registered Bidders – Morgantown, WV National Guard Armory Auction

April 26th, 2014

- Afshari Allakbar – Morgantown, WV
- David Biafore – Morgantown, WV
- Andy Claydon – Morgantown, WV
- Frank Devono – Morgantown, WV
- Richard Giersch – Morgantown, WV
- Daryoush Hooshyar – Morgantown, WV
- Andrew Long – Glenshaw, PA
- Jerry Loranye – Morgantown, WV
- Mark Nessleroad – Morgantown, WV
- Abdul Sabbah – Bridgeport, WV
- Muhammad Salman – Bridgeport, WV
- Ajai Sandhir – Fairfax, VA
- Richard Shaffer – Morgantown, WV
- Argile Sheets – Morgantown, WV
- Steve Solomon – Morgantown, WV
- William Spurlock – Mt. Clare, WV
- Shawn Summers – Morgantown, WV
- Mike Wood – Morgantown, WV

119 Gas Company Road
Mt. Morris, PA 15349
(724) 324-9000 or
1-888-875-1599

JOE R. PYLE
Complete Auction & Realty Service
Joe R. Pyle - Broker

Route 2, Box 835
Shinnston, WV 26431
1-888-875-1599

This agreement, made under the date of April 26, 2014, Witnesseth, that Seller, Abdulmalek Sababagh, Muhammad Salman, Daryoush Hooshyar, agrees to sell and Buyer agrees to buy the following real estate (herein after referred to as "the Property") 1705 Milleground Rd. Morgantown, WV

For the price of 3,727,500 Three million seven hundred fifty Dollars, free and clear of all liens and encumbrances except real estate taxes not yet due and payable and as may otherwise be stated; but to be subject to all existing recorded restrictions and easements now in force, under the following terms and conditions:

1. A deposit is herewith made in the amount of 372,750 Dollars to apply against the purchase price upon compliance by the Buyer with this agreement. Said deposit will be held by Joe R. Pyle, Broker, in an escrow account. The deposit is only refundable in the event the Seller does not accept this agreement or cannot convey good and marketable title to the Property as set forth above.

2. The balance shall be paid in cash at the time of final settlement and delivery of deed which shall take place on or before at closing approx 4.5 days (see clause below)

3. Taxes, rent and other current charges, if any, shall be pro-rated to the date of the settlement.

4. Possession shall be given at closing or on or before at closing

5. All state, county or school transfer taxes imposed upon this sale shall be paid by buyer/seller

6. Should the Buyer fail to make settlement as herein provided the sum paid down as deposit on account of the purchase price, at the option of the Seller, may be retained by the Seller, either on account of the purchase money, or as liquidated damages. In the latter event, this agreement shall become null and void.

7. Buyer acknowledges that the size or acreage of the Property set forth in any circular and other advertising may not be accurate and in signing this agreement Buyer has relied only on Buyer's own inspection of the Property.

8. It is understood and agreed that Joe R. Pyle is acting as an agent for the Seller only and shall in no case whatsoever be held liable by either party for the performance of any term or covenant of this agreement or for damages for non-performance thereof.

9. Buyer acknowledges that Buyer has entered into this agreement as the result of an inspection of the Property made by Buyer and that the Property is being purchased as the result of that inspection, in an "AS IS" condition and basis.

10. This agreement is NOT contingent upon the Buyer obtaining financing or the satisfactory result of any inspections. If Buyer desires, or Buyer's lender requires, any inspections, including but not limited to: survey, environmental, structural, well, septic, or pest/termite or to determine whether the Property consists of wetlands, is subject to land use or zoning restrictions or has any required occupancy permits, Buyer shall be responsible for any and all costs associated with such inspections and any remedies Buyer or Buyer's lender may request because of any inspections performed. The result of any inspection(s) shall not be a contingency to Buyer's obligation to purchase the Property. Real estate sales people are not tradesmen and therefore, Joe R. Pyle and his sales agents has not and cannot represent that the structure, plumbing, electrical, heating, water supply, sewage system, or any other physical aspect of the Property to be in good or proper condition, and that is why the Property is being sold "AS IS".

11. This agreement shall extend and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Buyer acknowledges that all of the terms and conditions announced at the Auction Sale are hereby incorporated herein, and under the terms and conditions of the Auction Sale which the Property was offered, one of the conditions announced was that this agreement is subject to the approval of Seller. Pending such approval Buyer shall be bound by this agreement with the same force and effect as if no such approval were required. If this agreement is not approved by all Sellers, the deposit money paid on account hereof will be returned to Buyer, without interest, and this agreement shall become null and void.

NOTICE: "This document may not Sell, Convey, Transfer, Include or Insure the title to the coal and right of support underneath of surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all such coal and, in that connection, damage may result to the surface of the land and any home, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this Instrument."

Special Clauses: 45 day closing pending approval by Morgantown City Council at which time final deed will be prepared (special warranty) and balance will be due in full. If council approval is delayed closing and agreement only upon rejection will deposit refunded. Abdulmalek Sababagh 17 Skyline Dr Morgantown WV 26508

Buyer(s) Address: 102 Allison Ave 512 Worthington Dr #6
Bridgeport, WV Bridgeport WV 26330
Phone: (304) 203-4927
(304) 269-1448 - cell 304-629-1666

Buyer [Signature]
Buyer [Signature]

17 Skyline Dr
Morgantown WV
26508
cell 304 276-1577

Approved this _____ day of _____, 2____, by:

Seller _____
Seller _____
Seller _____
Seller _____

CR# 1746A
#4560M
#1015D

[Signature]
[Signature]

AN ORDINANCE BY THE CITY OF MORGANTOWN APPROVING THE SALE OF CITY OWNED REALTY (5.11 ACRES, MORE OR LESS, AND KNOWN AS THE MILEGROUND ARMORY), AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED CONSUMATING SAID SALE.

WHEREAS, a real estate auction of City owned realty (5.11 acres, more or less, and known as the Mileground Armory) was held on April 26, 2014, subject to all requirements set forth in Section 8-12-18 of the West Virginia Code;

WHEREAS, at the April 26, 2014, sale, the high bidders, at three million five hundred and fifty thousand dollars (\$3,550,000), were Muhammad Salman, Daryoush Hooshyar and Abdulmalek Sabbagh;

WHEREAS, in addition to the aforementioned sale price, a buyers' premium of an additional one hundred and seventy seven thousand five hundred dollars (\$177,500) will be paid by the high bidders, which will be retained by Joe Pyle Auctions upon approval of sale and closing; and

WHEREAS, the purpose of this ordinance is to approve said sale and authorize the City Manager to execute a deed consumating said sale.

NOW THEREFORE, the City of Morgantown hereby ordains that it approves the sale of its 5.11 acres, more or less, known as the Mileground Armory to Muhammad Salman, Daryoush Hooshar, and Abdulmalek Sabbagh, each with an equal share, for the price of three million five hundred and fifty thousand dollars (\$3,550,000), plus an additional one hundred and seventy seven thousand five hundred dollars (\$177,500) which will be paid by the high bidders to Joe Pyle Auctions upon approval of sale and closing, and authorizes the City Manager to execute a deed consumating said sale.

This ordinance shall be effective upon date of adoption.

First Reading:

MAYOR

Adopted:

CITY CLERK

Filed:

Recorded: