

ORDINANCE NO. 87-30 AC CMS

AN ORDINANCE APPROVING AN AGREEMENT WITH ARTHUR H. CLARK
AND CLARK BROTHERS, INC., FOR THE PAYMENT OF THE COST OF
ANY FUTURE EXTENSION OF CYPRESS AVENUE IN THE CLARKWOOD SUBDIVISION
IN THE CITY OF OBERLIN

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain,
State of Ohio, a majority of all members elected thereto concurring:


SECTION 1. That the Agreement between the City of Oberlin and Arthur H. Clark and Clark Brothers, Inc., which provides for the payment by Arthur H. Clark and/or Clark Brothers, Inc., their heirs, successors, and assigns, of any costs associated with the extension of Cypress Avenue and the utilities appurtenant thereto, a copy being attached hereto and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of the Council and that all 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, including Section 121.22 of the Ohio Revised Code.

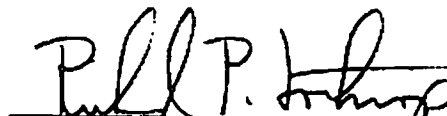
SECTION 3. That this ordinance shall take effect at the earliest date allowed by law.

PASSED: 1st Reading- June 1, 1987
2nd Reading- June 15, 1987
3rd Reading- July 6, 1987

ATTEST:



Clerk of Council



Chairman of Council

POSTED: July 8, 1987

AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of ^{May} May, 1987, by and between CLARK BROS., INC. and ARTHUR H. CLARK, individually, hereinafter collectively referred to as "DEVELOPER", and THE CITY OF OBERLIN, OHIO, hereinafter referred to as "CITY"

WITNESSETH:

WHEREAS, DEVELOPER platted and developed Clarkwood Subdivision in the City of Oberlin in the late 1960's and early 1970's, and,

WHEREAS, said plat called for the construction of Cypress Avenue as the most westerly street within said subdivision and,

WHEREAS, said Cypress Avenue has never been completed which has resulted in Sublot 108 and Sublot 68/⁶⁹ in said subdivision to not have a paved street along the total length of said sublots and has resulted in sewer, electric and water utilities to not have been extended across the total frontage of said sublots, and,

WHEREAS, DEVELOPER and the CITY desire to enter into an agreement which will call for the completion of said street and said utilities to the northerly line of said Sublot 108 and Sublot 68/⁶⁹ at some future date when Cypress Avenue is extended northward from its present terminus.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, it is agreed between the parties as follows:

1. DEVELOPER agrees that he will complete Cypress Avenue to the northerly line of said Sublot 108 and Sublot 68/⁶⁹ in accordance with current City specifications concerning streets, at DEVELOPER'S sole expense, at that point in time when DEVELOPER has elected to proceed to develop those lots north of said Sublot 108 and Sublot 68/⁶⁹ and extend Cypress Avenue in a northerly direction.

2. Additionally, DEVELOPER agrees that he will extend, at his sole cost and expense, the sanitary sewer, storm sewer, water and electric utilities from their present terminus across the remaining frontage of Sublot 108 and Sublot 68/⁶⁹ in said subdivision at that time when DEVELOPER proceeds to develop the sublots north of said Sublot 108 and Sublot 68/⁶⁹ and extends Cypress Avenue in a northerly direction from its present terminus.

3. DEVELOPER further agrees that the conditions and terms of this Agreement shall be binding upon DEVELOPER, his heirs, successors and assigns and shall run with the land.

4. It is the intent of this Agreement to ensure that DEVELOPER will assume the ultimate burden and expense of completing Cypress Avenue to the northerly line of Sublots 108 and 68/⁶⁹ and also assume the ultimate burden and expense of extending the water, sanitary sewer and storm sewer and electric utilities to the northerly line of Sublots 108 and 68/⁶⁹ in Clarkwood Subdivision.

IN WITNESS WHEREOF, the parties have hereto executed triplicate copies of this Agreement, each of which shall constitute an original, this 24th day of ~~May~~^{June}, 1987.

WITNESSES:

CLARK BROS., INC.

Erin P. Simon

by: Arthur H. Clark
Arthur H. Clark, President

Erin P. Simon

Arthur H. Clark
Arthur H. Clark, individually

CITY OF OBERLIN, OHIO

Erin P. Simon

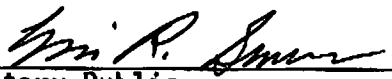
by: Dale S. Sugerman
Dale S. Sugerman, Oberlin
City Manager

Julie A. Simonson

STATE OF OHIO
SS:
LORAIN COUNTY

Before me, a Notary Public in and for said County, personally appeared the above named Clark Bros., Inc. by Arthur H. Clark, its president, and Arthur H. Clark, individually, and the City of Oberlin, Ohio, by Dale S. Sugerman, its City Manager, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporations 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 Oberlin, Ohio this 24th day of ^{June}~~May~~, 1987.



Notary Public
NO EXPIRATION DATE.

THIS INSTRUMENT PREPARED BY:

Eric R. Severs
City Solicitor
City of Oberlin, Ohio
85 South Main Street
Oberlin, Ohio 44074