

ORDINANCE NO. 89-16 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH THE OBERLIN GOLF CLUB COMPANY OF OBERLIN, OHIO, FOR
THE SALE OF THE PYLE ROAD RESERVOIR

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 City Manager is hereby authorized and directed
to enter into an agreement with the Oberlin Golf Club Company of Oberlin,
Ohio, for the sale of certain surplus municipal real property, commonly
known as the "Pyle Road Reservoir", being further described in "Exhibit
A" attached hereto, pursuant to the terms of the purchase agreement attached
hereto as "Exhibit B", for the sum of \$120,500.00 cash.

SECTION 2. That the City Manager is hereby further authorized and
directed to execute any and all documents and deeds necessary and proper
for the completion of said transaction.

SECTION 3. 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 4. That this ordinance shall take effect at the earliest
date allowed by law.

PASSED: 1st Reading- February 21, 1989 - DEFEATED
2nd Reading-
3rd Reading-

ATTEST:

Clerk of Council

Chairman of Council

POSTED:

EFFECTIVE DATE:

EXHIBIT A

PERMANENT PARCEL NO.: 09-00-093-000-004

Situated in the Township of Russia, County of Lorain and State of Ohio; and being a part of Original Lot No. 93 in said Township, bounded and described as follows:

Beginning at a point in the Northerly line of Original Lot No. 93 and Easterly line of lands owned by Cecil and Lillian Humphrey; thence in the Easterly line of said Humphrey premises, South $0^{\circ} 57' 15''$ West, 552.00 feet to the principal place of beginning of lands herein described; thence continuing South $0^{\circ} 57' 15''$ West, 679.00 feet to a point in the Southerly line of Grantors' premises; thence in the Northerly line of lands now owned by Norman J. and Gertrude M. Burke, North $89^{\circ} 51' 15''$ East, 500.00 feet to a point; thence North $0^{\circ} 57' 15''$ East, 670.00 feet to a point; thence South $89^{\circ} 51' 15''$ West, 500.00 feet to a point and place of beginning of lands herein described; containing within said bounds 7.69 acres of land.

PERMANENT PARCEL NO.: 09-00-093-000-025

Situated in the City of Oberlin, Township of Russia, County of Lorain, State of Ohio and known as being part of Original Lot No. 93 of said Township, bounded and described as follows:

Beginning at a point in the centerline of Pyle South Amherst Road at the Northeasterly corner of lands conveyed to the Oberlin Golf Club Company as recorded in Deed Volume 863, Page 556 of the Lorain County Record of Deeds, said point also being the Southeasterly corner of lands formerly conveyed to William S. and Olive Carson by deed dated October 1, 1945 and recorded in Deed Volume 371, Page 461 of the Lorain County Record of Deeds.

Thence in the centerline of Pyle South Amherst Road, South $0^{\circ} 55' 45''$ West, a distance of 40.40 feet to a point.

Thence South $82^{\circ} 51' 15''$ West, a distance of 219.33 feet to a point.

Thence South $87^{\circ} 26' 36''$ West, a distance of 150.00 feet to a point.

Thence South $82^{\circ} 51' 15''$ West, a distance of 416.50 feet to a point.

Thence South $63^{\circ} 05' 30''$ West, a distance of 303.74 feet to a point in the Easterly line of lands conveyed to the City of Oberlin by deed dated March 26, 1953 and recorded in Deed Volume 565, Page 478 of the Lorain County Record of Deeds.

Thence in said line, North $1^{\circ} 03' 45''$ East, a distance of 45.29 feet to an iron pin at the Northeasterly corner of lands so conveyed to the City of Oberlin, said point also being in the Southerly line of lands formerly conveyed to Carson as aforesaid.

Thence in said line, the following courses and distances:

North $63^{\circ} 05' 30''$ East, a distance of 289.46 feet to an iron pin.

North $82^{\circ} 51' 15''$ East, a distance of 561.00 feet to an iron pin.

South $52^{\circ} 08' 45''$ East, a distance of 16.96 feet to an iron pin.

North $82^{\circ} 51' 15''$ East, a distance of 225.00 feet to a point in the centerline of Pyle South Amherst Road and the place of beginning of lands herein described.

Containing within said bounds 1.0181 acres of land.

PERMANENT PARCEL NO.: 09-00-093-000-028

PARCEL NO. 1

Situated in the Township of Russia, County of Lorain and State of Ohio; and being part of Original Lot No. 93 in said Township, bounded and described as follows:

Beginning in the Northwestern corner of Grantor's premises in the Southerly line of lands owned by W.S. and Olive Carson; thence in said Southerly line of Carson's lands North $89^{\circ} 51' 15''$ East, 500.00 feet to a point; thence South $0^{\circ} 57' 15''$ West, 250.00 feet to a point; thence South $89^{\circ} 51' 15''$ West, 500.00 feet to a point in the Easterly line of lands now owned by Cecil and Lillian Humphrey; thence in said Easterly line of Humphrey's lands North $0^{\circ} 57' 15''$ East, 250.00 feet to the place of beginning of lands herein described; containing within said bounds 2.86 acres of land.

PARCEL NO. 2

Situated in the Township of Russia, County of Lorain and State of Ohio and being a part of Original Lot No. 93 in said Township, bounded and described as follows:

Beginning at a point in the Northerly line of Original Lot. No. 93 and Easterly line of lands now or formerly owned by the Lorain and West Virginia Railway Co.; thence along the Easterly line of said Railway Company, Southwesterly at a distance of about 650.00 feet to an angle in said line; thence continuing in said Easterly Railway line Southerly a distance of about 840.00 feet to a point distant 192.10 feet Northerly from an angle in said Railway line; thence North $89^{\circ} 51' 15''$ East, 408.75 feet to a point in the Easterly line of Grantor's premises and Westerly line of lands now owned by Norman J. and Gertrude M. Burke; thence in the Westerly line of said premises North $0^{\circ} 57' 15''$ East, a distance of 250.00 feet to the Southwesterly corner of lands now owned by W.S. and Olive Carson; thence continuing North $0^{\circ} 57' 15''$ East in said Westerly line of Carson's lands, a distance of 1222.00 feet to a point in the Northerly line of Original Lot No. 93; thence in said Lot line South $89^{\circ} 51' 15''$ West, a distance of about 275.00 feet to the place of beginning of lands herein described; containing within said bounds 12.82 acres of land.

EXCEPTING from the above described premises about 1.973 acres of land as conveyed to the Oberlin Golf Club Company by deed found recorded in Volume 1198, Page 61 of Lorain County Records.

Lorain County Auditor's Permanent Parcel Nos.

09-00-093-000-004

and

09-00-093-000-025

and

09-00-093-000-028

EXHIBIT B

PURCHASE AND SALE AGREEMENT

DRAFT ONLY
NOT FOR SIGNATURE

This Agreement is made and entered into this _____ day of February, 1989, by and between THE CITY OF OBERLIN, OHIO, an Ohio Municipal Corporation, hereinafter referred to as "CITY", and THE OBERLIN GOLF CLUB COMPANY, hereinafter referred to as "PURCHASER", under the following terms and conditions:

WHEREAS, the CITY is the owner of a water reservoir and associated land and certain improvements, commonly known and referred to as the "Pyle Road Reservoir", of which it has no present need and which is not necessary or desirable for the proper operation of any municipal utility or for any other municipal purpose, and,

WHEREAS, the CITY, by Ordinance Number 85-68 AC CMS, passed on December 2, 1985, authorized the sale of said real property pursuant to public notice and sealed bid, and,

WHEREAS, PURCHASER responded to said public notice and invitation to bid and did submit the highest bid above the minimum acceptable bid as determined by the CITY, and,

WHEREAS, it is in the best interests of the CITY to sell said improved real property to said PURCHASER,

NOW, THEREFORE, it is agreed between the parties as follows:

W I T N E S S E T H:

1. The CITY agrees to sell and the PURCHASER agrees to purchase those certain parcels of improved real property

consisting of the "Pyle Road Reservoir" and adjacent real estate and improvements, which are more particularly described in "Exhibit A" which is attached hereto and incorporated herein by reference.

2. PURCHASER agrees to pay the sum of One Hundred Twenty Thousand Five Hundred Dollars (\$120,500.00) cash for said property by depositing said money with the Escrow Agent as designated * hereinafter on or before ^{May 15} ~~April 21~~, 1989.

3. In addition to the purchase price, PURCHASER shall pay all costs and expenses relating to said transaction, such including, but not limited to, the cost for the preparation of the title search, Title Guaranty, State of Ohio conveyance tax, Lorain County Auditor's transfer fee, cost of preparing and recording the Quit-Claim Deed to be provided by the CITY, all escrow fees, and all taxes and assessments, if any, which shall be the responsibility of the PURCHASER.

4. The CITY will convey title to the PURCHASER by Ohio Quit-Claim Deed, accompanied by a Title Guaranty in the amount of the purchase price and standing in the name of the PURCHASER.

5. The parties hereto designate Lorain County Title Company to be the Escrow Agent concerning this matter.

Upon the execution of this Agreement and approval of same by the Oberlin City Council by duly passed Ordinance, the Escrow Agent shall proceed to have the title search and Title Guaranty prepared concerning the property, shall have the Quit-Claim Deed from the CITY to the PURCHASER prepared by counsel for the CITY,

and have same executed and placed in escrow, and shall proceed to obtain any releases necessary concerning any mortgage indenture or other liens of record and encumbering the property.

Upon receipt of the preliminary title report, the escrow shall inform the PURCHASER of the approximate amount of additional monies necessary in order to close the transaction and pay those obligations of PURCHASER concerning this transaction as set forth in Paragraph 3 hereinbefore. Upon receipt of notice from the escrow as to the estimated amount of said additional costs and expenses, the PURCHASER shall immediately proceed to deposit the total amount due concerning the sale, and including the expenses of sale, with the escrow, and the escrow, upon receiving approval from the CITY, shall proceed to close the transaction, file the deed for record, and disburse the proceeds of sale to the CITY. The closing in this matter shall occur as soon as practicable * after ^{March 15} April 21, 1989.

6. PURCHASER understands that the conveyance by the CITY of the property set forth herein is contingent upon the City Council of the City of Oberlin approving this transaction by duly authorized and passed Ordinance, and upon the CITY obtaining the appropriate mortgage indenture release or releases, if necessary, from the Trustee of certain mortgage bonds previously executed by the CITY. If for any reason the CITY is not able to obtain approval by Council of this transaction, and the releases, if any, necessary from the Trustee of any bonds or trust indentures securing the property, then, in that event, this transaction is

void and all parties shall be released from the obligations of same, and any monies previously deposited with the CITY by the PURCHASER shall be returned to them.

7. PURCHASER agrees and understands, as per the Notice to Bidders and legal ad, that PURCHASER shall take the property subject to any and all taxes, assessments, and existing easements and restrictions of record.

8. PURCHASER further agrees and understands that it is purchasing this property "as is", and that the CITY makes no warranties or guarantees as to the condition of said property, or the precise boundary lines or acreage concerning said property.

PURCHASER further agrees and understands that if it fails to tender the remaining balance of the purchase price and pay all costs and expenses of this transaction, as set forth hereinbefore, pursuant to this contract, or fail or refuse to complete this transaction for any cause except those attributable to the inability of the CITY to perform hereunder, then, in that event, the CITY shall be entitled to retain Ten Percent (10%) of the purchase price as liquidated damages, the parties specifically agreeing that said Ten percent (10%) is reasonably related to the actual damages incurred by the CITY.

9. The parties hereto represent that time is of the essence in this matter and that the provisions set forth in this Agreement shall survive the closing of this transaction and the filing of the deed herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands to triplicate copies of this Agreement, each of which shall constitute an original, this _____ day of February, 1989.

WITNESSES:

CITY OF OBERLIN, OHIO

DRAFT ONLY
NOT FOR SIGNATURE

by: _____

J. Chris Nielson,
Interim City Manager

PURCHASER:

THE OBERLIN GOLF CLUB CO.

DRAFT ONLY
NOT FOR SIGNATURE

by: _____

APPROVED AS TO LEGAL FORM: _____

Eric R. Severs
Oberlin City Solicitor

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