

ORDINANCE NO. 90-70 AC CMS

AN ORDINANCE DETERMINING CERTAIN UNIMPROVED REAL PROPERTY OWNED BY THE CITY OF OBERLIN TO NOT BE NECESSARY FOR ANY MUNICIPAL PURPOSE AND APPROVING AN AGREEMENT BETWEEN THE CITY OF OBERLIN AND THE BOARD OF COMMISSIONERS OF LORAIN COUNTY, OHIO

WHEREAS, the City of Oberlin is the owner of approximately four (4) acres of unimproved real property hereafter described which is not needed or necessary for any municipal purpose; and

WHEREAS, the Board of Commissioners of Lorain County, Ohio, are desirous of purchasing said property from the City for the sum of \$48,000 cash; and

WHEREAS, the City is willing to sell said property to the Board of Commissioners of Lorain County, Ohio, upon certain conditions;

NOW, THEREFORE, 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 following real property owned by the City of Oberlin, Ohio, is hereby declared to be surplus and not needed or necessary for any municipal purpose:

Situated in the Township of Russia, City of Oberlin, County of Lorain and State of Ohio and being a part of Original Lot No. 77 of said township, bounded and described as follows:

Beginning at a point in the Easterly line of Artino Avenue as appears in the Artino Avenue Industrial Park Plat as recorded in Plat Volume 39, Page 15 of the Lorain County Record of Plats at the Northwesterly corner of land conveyed to the City of Oberlin as recorded in Deed Volume 1187, Page 733 of the Lorain County Record of Deeds; said point also being in the centerline of the Hill Ditch.

Thence in the Easterly line of Artino Avenue, North 0 degrees 37 minutes 30 seconds East, a distance of 296.42 feet to an iron pin set at a point of curve.

Thence in a curve deflecting to the Right with a radius of 60.00 feet, a central angle of 94 degrees 36 minutes 32 seconds, a tangent distance of 65.03 feet, an arc distance of 99.07 feet and a chord distance of 88.20 feet which bears North 47 degrees 55 minutes 46 seconds East to an iron pin set in the Southerly line of a proposed street.

Thence in the Southerly line of said proposed street, South 84 degrees 45 minutes 58 seconds East, a distance of 391.59

feet to an iron pin set.

Thence South 1 degree 02 minutes 30 seconds West, a distance of 425.00 feet to an iron pin set in the Northerly line of land conveyed to the City of Oberlin as aforesaid.

Thence in said line, North 76 degrees 52 minutes 24 seconds West, a distance of 463.03 feet to the place of beginning of land herein described.

Containing within said bounds 4.0757 Acres of land.

Surveyed by Laundon, Simon, Cahl & Associates, Inc., in August, 1990.

SECTION 2. That the proposed agreement attached hereto as "Exhibit A", between the City of Oberlin and the Board of Commissioners of Lorain County, Ohio, for the purchase by the Board of Commissioners of Lorain County, Ohio, of said surplus real property owned by the City for the sum of \$48,000 is hereby authorized and approved, and the City Manager is hereby directed to execute the same on behalf of the City.

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 this 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 - October 1, 1990
2nd Reading - October 15, 1990 (Emergency)
3rd Reading -

ATTEST:


CLERK OF COUNCIL


CHAIRMAN OF COUNCIL

POSTED: October 17, 1990

EFFECTIVE DATE: October 15, 1990

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, for the purchase and sale of certain unimproved real estate, is entered into upon the date set forth below, by and between THE CITY OF OBERLIN, OHIO, a Chartered Ohio Municipal Corporation, 85 South Main Street, Oberlin, Ohio 44074, hereinafter referred to as "SELLER", and THE BOARD OF COMMISSIONERS OF LORAIN COUNTY, OHIO, 226 Middle Avenue, Elyria, Ohio 44074, hereinafter referred to as "PURCHASER", under the following terms and conditions:

1) The undersigned PURCHASER agrees to buy from the SELLER, and the undersigned SELLER agrees to sell to the PURCHASER, approximately 4.0 Acres of unimproved real estate located adjacent to Artino Avenue in the City of Oberlin, Lorain County, Ohio, and more particularly described in "Exhibit A" attached hereto and incorporated herein by reference.

2) The purchase price for the property is Forty-eight Thousand Dollars (\$ 48,000.00), which shall be paid by PURCHASER to SELLER in cash, through Escrow, at the time of closing and the filing of the Deed from SELLER to PURCHASER herein.

3) The parties hereto mutually agree and designate the Lorain County Title Company, Elyria, Ohio, to be the Escrow Agent concerning this transaction.

4) The parties hereto expressly agree that all documents, Deed, instruments, and funds necessary to the completion of this transaction shall be placed in Escrow with the Escrow Agent as

designated hereinbefore no later than five (5) days prior to the closing date for this transaction. The closing date for this transaction shall be November 30, 1990, or such earlier date as the parties shall agree in writing. Possession of the premises shall be delivered to the PURCHASER on the date of closing and transfer of Title.

5) The parties hereto mutually agree and designate The Lorain County Title Company, Elyria, Ohio, to be the title company to conduct the title search and issue the title guarantee concerning the property herein, said title guarantee to stand in the name of the PURCHASER and be in the amount of the purchase price.

6) The SELLER agrees to deliver to the PURCHASER an Ohio Quit Claim Deed to the property being conveyed herein, accompanied by a title guarantee in the amount of the purchase price, such indicating good and marketable title to the property, free and clear of any liens and encumbrances whatsoever, with the exception of any restrictions, reservations, easements, or conditions of record as may be approved in writing by PURCHASER. Upon the execution of this Agreement, SELLER shall cause to be ordered from the title company a Commitment for a Title Guarantee, a copy of which shall be sent to PURCHASER for PURCHASER'S review. Within ten (10) days of receipt of the Commitment, PURCHASER shall notify SELLER in writing of any liens, encumbrances, restrictions, easements, or conditions shown therein which are objectionable

to PURCHASER. Items deemed objectionable by PURCHASER shall be considered "title defects".

7) SELLER and PURCHASER agree that if a title defect is discovered, SELLER shall have Thirty (30) days from the date of notice of said defect to remedy or remove the defect, or secure title insurance against same. If SELLER is unable to remove said defect or secure title insurance against same within said period of time, then PURCHASER shall have the option of accepting title to the property as proffered by SELLER and completing this transaction, or voiding this Agreement, whereupon all documents and money shall be returned to the appropriate parties, and each party shall pay for his own costs and expenses incurred incident to this transaction.

8) All taxes and assessments, both general and special, shall be pro-rated as of the date of title transfer, upon the basis of the calendar year, using the amounts and rates as shown upon the last available Lorain County Auditor's Tax Duplicate.

9) SELLER shall retain an easement along the Southerly boundary of the property being conveyed herein, a copy of the legal description for same being attached hereto and marked "Exhibit B", in order to access the Hill Ditch for maintenance and for the installation of future utilities. The easement retained shall be conveyed by PURCHASER to SELLER at closing by separate easement prepared by and satisfactory to SELLER.

10) SELLER and PURCHASER mutually agree and represent that there has been no real estate company or agent involved with

this transaction and that there is no real estate commission earned or due concerning the sale of the property being conveyed herein.

11) This transaction is contingent upon the City Council of the City of Oberlin, Ohio, approving this transaction by duly authorized and passed Ordinance, and the Board of Commissioners of Lorain County, Ohio, approving this transaction by duly authorized and passed Resolution.

12) The expenses and costs of sale concerning this transaction shall be divided among the parties hereto in the following manner:

- a) SELLER agrees to pay for the cost of the title examination and title guarantee, one-half of the Escrow fee charged herein, pro-ration of taxes to the date of record title transfer herein, State of Ohio Conveyance Tax, Lorain County Transfer Fee, cost for the preparation of the Quit-Claim Deed to be provided herein, and the cost for preparing and recording any Satisfaction of Mortgages or Lien Releases that may be required herein.
- b) PURCHASER agrees to pay one-half the Escrow Fee charged herein, and the cost for recording the Quit-Claim Deed to be provided herein.

13) Upon its execution, this Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors or assigns.

14) The provisions of this Agreement shall survive the closing of this matter and shall not merge in the Deed of conveyance herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands to triplicate copies of this Agreement, each of which shall constitute an original, on this 16th day of October, 1990.

WITNESSES:

Julia A. Simonson
Karen L. Smith

SELLER:

THE CITY OF OBERLIN, OHIO

by: Deborah G. Kimber
Deborah G. Kimble, City Manager

PURCHASER:

BOARD OF COMMISSIONERS OF
LORAIN COUNTY, OHIO

Ryan Blair
Carol Testa

by: Mary Jo Vasi 10/18/90
Mary Jo Vasi

by: _____
Herbert J. Jacoby

by: George T. Koury, Jr.
George T. Koury, Jr., President
Per Resolution No. 90-994

Approved as to form:

Eric R. Severs
Eric R. Severs, Oberlin City Solicitor

Approved as to form:

John S. Keressi
John S. Keressi, Assistant Lorain County
Prosecutor

PREPARED BY: Eric R. Severs, Attorney at Law
First Floor, Central Trust Building
5 South Main Street
Oberlin, Ohio 44074-1627
Supreme Court Reg. #0005864

EXHIBIT A

DESCRIPTION PROVIDED TO THE LORAIN COUNTY BOARD OF MENTAL RETARDATION

Situated in the Township of Russia, City of Oberlin, County of Lorain and State of Ohio and being a part of Original Lot No. 77 of said township, bounded and described as follows:

Beginning at a point in the Easterly line of Artino Avenue as appears in the Artino Avenue Industrial Park Plat as recorded in Plat Volume 39, Page 15 of the Lorain County Record of Plats at the Northwesterly corner of land conveyed to the City of Oberlin as recorded in Deed Volume 1187, Page 733 of the Lorain County Record of Deeds; said point also being in the centerline of the Hill Ditch.

Thence in the Easterly line of Artino Avenue, North $0^{\circ} 37' 30''$ East, a distance of 296.42 feet to an iron pin set at a point of curve.

Thence in a curve deflecting to the Right with a radius of 60.00 feet, a central angle of $94^{\circ} 36' 32''$, a tangent distance of 65.03 feet, an arc distance of 99.07 feet and a chord distance of 88.20 feet which bears North $47^{\circ} 55' 46''$ East to an iron pin set in the Southerly line of a proposed street.

Thence in the Southerly line of said proposed street, South $84^{\circ} 45' 58''$ East, a distance of 391.59 feet to an iron pin set.

Thence South $1^{\circ} 02' 30''$ West, a distance of 425.00 feet to an iron pin set in the Northerly line of land conveyed to the City of Oberlin as aforesaid.

Thence in said line, North $76^{\circ} 52' 24''$ West, a distance of 463.03 feet to the place of beginning of land herein described.

Containing within said bounds 4.0757 Acres of land.

Surveyed by Laundon, Simon, Cahl & Associates, Inc. in August, 1990.

EXHIBIT B

EASEMENT DESCRIPTION FOR HILL DITCH AND FUTURE UTILITIES

Situated in the Township of Russia, City of Oberlin, County of Lorain and State of Ohio and being a part of Original Lot No. 77 of said township, bounded and described as follows:

Beginning at a point in the Easterly line of Artino Avenue as appears in the Artino Avenues Industrial Park Plat as recorded in Plat Volume 39, Page 15 of the Lorain County Record of Plats at the Northwesterly corner of land conveyed to the City of Oberlin as recorded in Deed Volume 1187, Page 733 of the Lorain County Record of Deeds; said point also being in the centerline of the Hill Ditch.

Thence in the Easterly line of Artino Avenue, North 0°-37'-30" East, a distance of 20.31 feet to the northwesterly corner of this easement;

Thence along the northerly line of the easement, South 79°-20'-56" East, a distance of 459.36 feet to the northeasterly corner of this easement;

Thence along the easterly line of the easement, South 1°-02'-30" West, a distance of 40.57 feet to an iron pin at the southeasterly corner of this easement;

Thence along the southerly line of this easement and the northerly line of land conveyed to the City of Oberlin as aforesaid, North 76°-52'-24" West, a distance of 483.03 feet to the place of beginning of the easement herein described.

Containing within said bounds 0.3163 Acres, more or less.

JCN/kss