

ORDINANCE NO. 98-94 AC CMS

AN ORDINANCE APPROVING AN OPTION AGREEMENT WITH JACK LESNICK AND J.A.L.S., A PARTNERSHIP, FOR THE PURCHASE OF APPROXIMATELY 77.5 ACRES OF REAL PROPERTY AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the proposed Option to Purchase Real Estate and attached Supplement to Option, copies of which are attached hereto, marked Exhibit A, and incorporated herein by reference, are hereby approved, and the City Manger 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 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 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to authorize an option relating to real property as soon as possible in order to allow property examination and testing to proceed in a timely manner", and shall take effect immediately upon passage.

PASSED: 1st Reading - Nov 16, 1998
 2nd Reading - Dec 7, 1998 (E)
 3rd Reading -

ATTEST:


Eugene F. Simon, CLERK OF COUNCIL


Frances M. Baumann, CHAIR OF
COUNCIL

POSTED: Dec 8, 1998

EFFECTIVE DATE: Dec 8, 1998

City of
Oberlin

85 South Main Street, Oberlin, Ohio 44074
(440) 775-1531

December 9, 1998

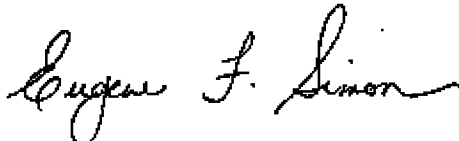
Mr. Jack Lesnick, General Partner
2425 West River N. Apt. #223
Elyria, OH 44035

Dear Mr. Lesnick:

For your records, I am enclosing a copy of Ordinance No. 98-94 AC CMS which was passed by Oberlin City Council at its December 7, 1998 on emergency and the Option to Purchase Real Estate documentation.

Thank you.

Yours sincerely,



Eugene F. Simon
Clerk of Council

/efs

Enclosures (2)

"Ohio's Best College Town"

—OHIO Magazine

OPTION TO PURCHASE REAL ESTATE

For valuable consideration received to their full satisfaction, the undersigned (collectively, "Optionors"), having the business address indicated, hereby grant to the City of Oberlin, an Ohio municipal corporation having a business address at 85 South Main Street, Oberlin, OH 44074 ("Optionee"), the exclusive right and option to purchase all the real property located in Lorain County, Ohio, described on Exhibit A attached hereto and made a part hereof, but excluding 1.64527 acres located at the southeast corner of the property and described on Exhibit B attached hereto and made a part hereof, the precise boundaries and acreage of which shall be determined by a survey to be made and paid for by the Optionee, together with all of Optionors' interest in and to all adjoining public or private roads or rights-of-way, all easements, rights, privileges appurtenant thereto and all buildings and improvements thereon.

The option period shall extend from the date hereof until October 31, 1999. The option consideration, purchase price, manner of exercising the option herein granted and other terms of the purchase and sale transaction which is to occur if Optionee exercises this option are contained in a Supplement to this Option to Purchase Real Estate dated as of the date hereof, between Optionors and Optionee.

IN WITNESS WHEREOF, this option was executed by Optionors as of the 7th day of November, 1998.
~~DECEMBER~~

Karen L. Smith
Eugene F. Simon
Witnesses as to Optionor

Jack Lesnick

Jack Lesnick
Jack Lesnick
2425 West River N. Apt. #223
Elyria, Ohio 44035

Karen L. Smith
Eugene F. Simon
Witnesses as to Optionor

J.A.L.S.

Jack Lesnick
By: Jack Lesnick, General Partner
2425 West River N. Apt. #223
Elyria, OH 44035

Karen L. Smith
Eugene F. Simon
Witnesses as to Optionor

Shirley C. Crost
By: Shirley C. Crost, General Partner
488 Whitman Boulevard
Elyria, Ohio 44035

Karen L. Smith
Eugene F. Simon
Witnesses as to Optionor

Jack Lesnick
By: Anna Ruth Lesnick Trust, General Partner
By: Jack Lesnick, Trustee
2425 West River N. Apt. #223
Elyria, Ohio 44035

Karen S. Smith
Eugene F. Simon
Witnesses as to Optionor

Shirley C. Crost
By: Anna Ruth Lesnick Trust, General
Partner
By: Shirley Crost, Trustee
2425 West River N. Apt. #223
Elyria, Ohio 44035

STATE OF OHIO)
COUNTY OF LORAIN) SS:

The foregoing instrument was acknowledged before me this 7th ~~November~~ ^{DECEMBER}, 1998 by Jack Lesnick, Optionor, individually, as a General Partner of J.A.L.S., Optionor, an Ohio general partnership, on behalf of the partnership, and as a Trustee of the Anna Ruth Lesnick Trust, General Partner of J.A.L.S., Optionor, on behalf of the Trust.

Karen S. Smith
Notary Public

Karen S. Smith
Notary Public, State of Ohio
My Commission Expires July 6, 1999

STATE OF OHIO)
COUNTY OF LORAIN) SS:

The foregoing instrument was acknowledged before me this 7th ~~November~~ ^{DECEMBER}, 1998 by Shirley C. Crost, as a General Partner of J.A.L.S., Optionor, an Ohio general partnership, and as a Trustee of the Anna Ruth Lesnick Trust, General Partner of J.A.L.S., Optionor, on behalf of the Trust.

Karen S. Smith
Notary Public

Karen S. Smith
Notary Public, State of Ohio
My Commission Expires July 6, 1999

This instrument was prepared by
Jonathan F. Buchter, Esq.
Squire, Sanders & Dempsey L.L.P.
Counsellors at Law
4900 Key Tower
127 Public Square
Cleveland, OH 44114-1304

SUPPLEMENT TO OPTION TO PURCHASE REAL ESTATE

This Supplement is made between the City of Oberlin ("Optionee") and Jack Lesnick and J.A.L.S., an Ohio general partnership, (collectively, "Optionors") and contains additional terms and conditions relating to Optionee's exclusive right and option to purchase (as supplemented hereby, the "option") all of the real property in Lorain County, Ohio, described in Exhibit A attached to an Option to Purchase Real Estate dated the date hereof, being approximately 79.06 acres but excluding 1.64527 acres located at the southeast corner of the property and described in Exhibit B attached hereto and made a part hereof, the precise boundaries and acreage of which shall be determined by a survey to be made and paid for by the Optionee, together with all of Optionors' interest in and to all adjoining public or private roads and in and to all easements, rights and privileges appurtenant thereto (said property being hereinafter referred to as the "Premises").

WITNESSETH

1. Length of Option. The option period will begin on the date hereof and expire at midnight on October 31, 1999.

2. Option consideration. Consideration for the option period shall be the sum of Seventeen Thousand Five Hundred Thirteen Dollars (\$17,513), receipt of which is acknowledged by Optionors. The consideration payment to Optionors shall be divided between Optionors as they shall determine by separate agreement. The consideration for the option period is not refundable, except as specified in Paragraph 6 hereof, but all such payments will be credited against the Purchase Price, as described in Paragraph 4 hereof, if Optionee exercises the option.

3. Exercise of Option. To exercise the option, Optionee shall give written notice thereof to Optionors before the end of the option period. If Optionee fails to exercise the option within the time and upon the conditions specified, then the option and all of Optionee's rights to purchase the Premises shall terminate, Optionors shall retain the consideration paid for the option, and Optionee shall have no further claims against Optionors.

4. Purchase Price. The total amount to be paid for the Premises (the "Purchase Price") shall be Five Hundred Eighty-Three Thousand Eight Hundred Twenty-Eight and no/100 Dollars (\$583,828). The Purchase Price shall consist of a sum of cash (the "Cash Consideration") and the balance of the Purchase Price in the form of tax-exempt bonds (the "Balance") to be deposited in escrow before the closing as provided in Paragraph 7. The division of both the Cash Consideration and the Balance between Optionors shall be as they determine by separate agreement.

The Cash Consideration shall be paid to Optionors as of the time of filing for record the deed conveying the Premises to Optionee (the "Closing"). The amount of the Cash Consideration shall be Seventy Five Thousand Dollars (\$75,000) in cash, with all amounts paid as consideration for the option to be credited against the Cash Consideration. The Balance shall also be delivered to Optionee at the Closing and shall consist of general obligation bonds issued by the Optionee in the aggregate principal amount of \$508,828, registered in the name of the Optionors, bearing tax-exempt interest at an annual rate of five-and-one-half percent (5.5%). The term of the bonds shall be fifteen (15) years with thirty level principal payments and thirty interest payments on the outstanding principal balance to be made in semi-annual installments on June 1 and December 1 of each year beginning June 1, 2000 and ending on December 1, 2014. Optionors acknowledge that the Balance shall be represented by a single series of bonds and are not a part of a larger issue. The bonds representing the Balance shall not be redeemable without the consent of the holder.

5. Inspections and Survey of Premises. During the term of this option and, if this option is exercised, during the period before Closing, Optionee and its authorized representatives may enter the Premises for the purpose of inspecting and surveying the same and making soil borings, engineering, wetlands, environmental and other studies of the Premises.

Upon the signing of the Option, Optionee shall cause the Premises to be surveyed by a licensed surveyor. Optionee shall pay the costs thereof and provide Optionors with a copy of the survey and the description of the Premises. The survey shall include a calculation of the acreage of the Premises, and shall bear the legend that it was prepared for and at the instance of Optionee, Optionors and The Lorain County Title Company (the "Title Company"). The survey shall disclose the location of all easements, encroachments, utility lines, access to public highways abutting the premises and shall confirm, if such is the case, that the internal boundaries of parcels comprising the premises are continuous each without the other without any gap or gore. Optionee shall deliver a copy of the survey and the description prepared therefrom to the Title Company.

6. Title. Upon the signing of the option, Optionee shall place an order with the Title Company and pay the cost of a title examination with respect to the Premises and cause a copy of such examination to be furnished to Optionors.

Optionee shall notify Optionors of any title defects, liens, or encumbrances disclosed by the title examination which are unacceptable to Optionee (a "Title Objection") except that the lien of real estate taxes and assessments not delinquent and any matters of record as to which Optionee fails to notify Optionors are Title Objections shall be deemed to be Permitted Encumbrances. Any mortgage, judgment or other liens encumbering the Premises ("Liens") shall be deemed to be Title Objections without specific notice thereof to Optionors and the same shall be discharged by Optionors at the time of, or prior to, Closing. If Optionee notifies Optionors of a Title Objection (other than Liens to be removed by Optionors), Optionors shall promptly notify Optionee whether or not Optionors will attempt to cure or remove the Title Objection. If Optionors notify Optionee that Optionors cannot or will not cure or remove the Title Objection, then Optionors shall promptly refund all consideration paid for the option and thereupon the option shall terminate. If Optionors attempt to cure or remove the Title Objection, then Optionors shall have thirty (30) days after notice thereof to do so. If Optionors thereafter notify Optionee that Optionors have been unable to cure or remove any such title defect or encumbrances within said period, Optionee shall promptly thereafter elect either to (a) terminate the option or (b) waive such defect or encumbrance and continue to purchase the Premises without reduction of the Purchase Price. In the event of any such termination by Optionee, Optionors shall promptly refund to Optionee the consideration paid to Optionors for the option and thereafter neither Optionors nor Optionee shall have any further obligation to the other hereunder.

7. Conveyance; Escrow Deposit. On or before such date within forty-five (45) days after Optionee's notice (but not sooner than fourteen (14) days after such notice), to Optionors of exercise of the option as Optionee may specify in such notice (but not sooner than fourteen (14) days after such notice), Optionors shall deliver to the Title Company, as Escrow Agent, duly executed general warranty deed or deeds, with appropriate release of dower, conveying the Premises to Optionee, warranting the same to be free and clear of all title defects, liens, or encumbrances except Permitted Encumbrances, and a policy of title insurance issued by the Title Company. On or before such date, Optionors and Optionee shall deposit with Title Company any other documents reasonably required by the Title Company to complete the transaction resulting from Optionee's exercise of the option.

If there has been no change in the encumbrances on the title, since the date of the original title examination, the Title Company shall promptly notify Optionee that the transaction is ready to close following receipt of the Down Payment. Within five (5) days thereafter, Optionee shall deposit the Cash Consideration and the Balance in escrow. As soon as all funds and documents are in

If there has been no change in the encumbrances on the title, since the date of the original title examination, the Title Company shall promptly notify Optionee that the transaction is ready to close following receipt of the Down Payment. Within five (5) days thereafter, Optionee shall deposit the Cash Consideration and the Balance in escrow. As soon as all funds and documents are in escrow and if the Title Company is in a position to complete the transaction in accordance with the agreement resulting from Optionee's exercise of the option, the Title Company shall file the deed for record and disburse the Cash Consideration and the Balance to Optionors (after deductions for adjustments resulting from proration of taxes, consideration for the option and for costs chargeable to Optionors). Title Company shall promptly deliver thereafter to Optionee and Optionors its escrow statement in duplicate and deliver to Optionee the recorded deed, the policy of title insurance and any other funds or documents to which Optionee may be entitled.

8. Possession. Optionors shall deliver possession of the Premises to Optionee on the Closing date free of occupancy by Optionors or by any tenant or other third person.

9. Taxes and Assessments. Real estate taxes and special assessments shall be prorated by the Title Company as of the Closing date on the basis of a calendar year and the amounts shown on the most currently available County Treasurer's tax duplicate. In the event the Premises do not constitute a separate parcel for real estate tax purposes on the most currently available tax duplicate, the Title Company shall allocate the taxes and special assessments for proration purposes on the basis of the acreage involved in tax parcels that include portions of the Premises and Optionors and Optionee shall make appropriate adjustments, and make the appropriate payment, based upon split tax bills and/or current taxes and current special assessments payable when such information is available. The Escrow Agent shall deduct from the Cash Consideration the amount resulting from proration of taxes and assessments (unless paid) and credit the same to Optionee and Optionee shall be responsible for paying the same as they become due and payable.

10. Escrow Instructions. If Optionee exercises the option, this purchase agreement resulting therefrom shall constitute instructions to the Title Company subject to its usual conditions of acceptance of escrow, without requirement for further signatures by Optionors or Optionee, and subject to supplemental instructions by Optionors or Optionee to the extent not inconsistent with the terms hereof.

11. Closing Costs. Optionors shall pay (a) one-half (1/2) of the escrow fee, (b) the cost of releasing any Liens, (c) the cost of the title insurance and (d) the amount due Optionee by reason of the proration of taxes and assessments. These costs shall be divided between Optionors as they shall determine by separate agreement. Optionee shall pay (a) one-half (1/2) of the escrow fee, (b) the cost of the survey and (c) the cost of recording the deed.

12. Optionors' Representations. Each Optionor represents (which representations shall survive the Closing) to Optionee, as of the date of the option and as of the Closing date and in connection with that portion of the Premises it will convey, that:

(a) Optionors have full authority to execute the option and consummate the sale contemplated thereby and there are no approvals or consents required of Optionors which have not been obtained;

(b) Optionors have not, and to Optionors' knowledge, Optionors' tenants have not, treated, generated, stored, leaked or disposed of any Hazardous Substance on or under the Premises in violation of any applicable federal, state, or local law or regulation; nor are Optionors aware of any such treatment, generation, storage, leakage or disposal of a Hazardous Substance on or under the premises by others prior to or during Optionors' ownership of the Premises. For purposes of this Supplemental

Agreement, the term "Hazardous Substance" means any substance or material which has been determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state, or local governmental authority, including oil and petroleum products. Optionors shall furnish to Optionee copies of any environmental assessment and/or soil boring reports concerning the Premises which Optionors have or obtain prior to Closing;

(c) There are not any underground storage tanks on the Premises; and

(d) There is no pending or, to Optionors' knowledge, threatened condemnation proceedings or other litigation affecting the Premises.

13. Optionors' Covenants. Optionors covenant to Optionee that from the date hereof until the earlier of (i) expiration or termination of the option or (ii) the Closing date:

(a) Optionors will not enter into any leases of the Premises.

(b) Optionors will not grant any easement or other rights in the Premises or any portion thereof.

14. Non-Foreign Person Certification. Optionors represent that Optionors are not foreign persons within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and shall deposit in escrow any certification to such effect as the Escrow Agent or Optionee may reasonably request prior to Closing.

15. Notice. Any notice required or permitted under the option shall be in writing and shall be effective upon receipt if delivered in person or sent by a reputable overnight courier service or as of the date the same is deposited, postage paid, in the United States certified or registered mail, addressed as follows:

To Optionee: City of Oberlin
85 South Main Street
Oberlin, OH 44074
Attn: City Manager

To Optionors: Jack Lesnick
2425 West River N. Apt #223
Elyria, OH 44035

J.A.L.S.
2425 West River N. Apt #223
Elyria, OH 44035

Shirley C. Crost
488 Whitman Boulevard
Elyria, Ohio 44035

or to such other addresses as may be designated by notice to the others in the manner herein provided.

16. Counterparts of Option. The option has been executed in multiple counterparts, each of which shall be deemed an original.

17. Successors and Assigns. The option shall be binding on, and inure to the benefit of, Optionors and Optionee and their respective heirs, successors, personal representatives, and assigns.

IN WITNESS WHEREOF, this Supplement was executed as of ~~November 7th~~ DECEMBER, 1998.

Karen L. Smith

Eugene F. Simon

Witnesses as to Optionor

Jack Lesnick

Jack Lesnick

Jack Lesnick
2425 West River N. Apt. #223
Elyria, Ohio 44035

Karen L. Smith

Eugene F. Simon

Witnesses as to Optionor

J.A.L.S.

Jack Lesnick

By: Jack Lesnick, General Partner
2425 West River N. Apt. #223
Elyria, OH 44035

Karen L. Smith

Eugene F. Simon

Witnesses as to Optionor

Shirley C. Crost

By: Shirley C. Crost, General Partner
488 Whitman Boulevard
Elyria, Ohio 44035

Karen L. Smith

Eugene F. Simon

Witnesses as to Optionor

Jack Lesnick

By: Anna Ruth Lesnick Trust, General Partner
By: Jack Lesnick, Trustee
2425 West River N. Apt. #223
Elyria, Ohio 44035

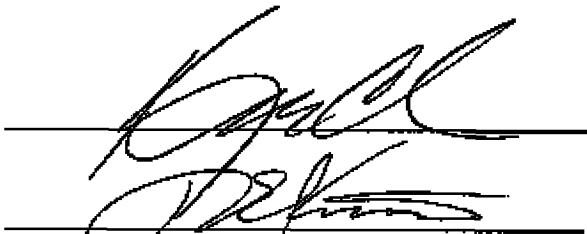
Karen L. Smith

Eugene F. Simon

Witnesses as to Optionor

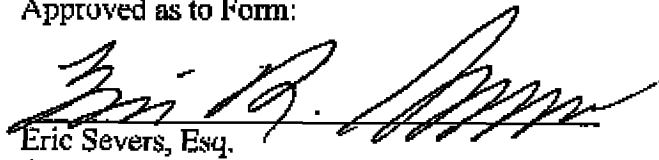
Shirley C. Crost

By: Anna Ruth Lesnick Trust, General Partner
By: Shirley Crost, Trustee
2425 West River N. Apt. #223
Elyria, Ohio 44035



Witnesses as to Optionee

Approved as to Form:



Eric Severs, Esq.
City Solicitor
City of Oberlin, Ohio

City of Oberlin


By Robert DiSpirito, City Manager

Optionee's address:

85 South Main Street
Oberlin, OH 44074

This instrument was prepared by
Jonathan F. Buchter, Esq.
Squire, Sanders & Dempsey L.L.P.
Counselors at Law
4900 Key Tower
127 Public Square
Cleveland, OH 44114-1304

Exhibit A.

Situated in the State of Ohio, County of Lorain, City of Oberlin, Township on Russia, being a portion of Original Township Lots 104 and 105 and being 79.090 acres (surveyed), 79.057 acres (Deed) as conveyed to Lew Lesnick, as recorded in Deed Volume 803 at page 579, Lorain County Recorders Office. Said 79.090 acres being more particularly described as follows:

Beginning for Reference at a Monument (found) at the centerline intersection of Hamilton Road (60' Wide) with State Route 58 (100' Wide);

Thence South $01^{\circ}19'08''$ West, along the centerline of State Route 58, for a distance of 358.00 feet to the **TRUE POINT OF BEGINNING**;

Thence South $01^{\circ}19'08''$ West, continuing along said centerline, for a distance of 446.65 feet to a railroad spike (found);

Thence North $89^{\circ}41'37''$ West, along the north line of a 0.96 acre tract conveyed to Framers Produce Credit, for a distance of 299.87 feet to a iron pin (found), passing an iron pin (found) at 50.00 feet;

Thence South $01^{\circ}17'29''$ West, along the west line of said 0.96 acre tract, for a distance of 140.28 feet to a iron pin (found) in the grantors south line;

Thence North $89^{\circ}43'16''$ West, along the grantors south line, for a distance of 3511.32 feet to a iron pin (found) in the grantors southwest corner also being the northwesterly corner of a 55.08 acres tract conveyed to Edith M. Ward (Volume 460 at page 165), passing an iron pin (found) at the northwest corner of a 3.5 acre tract conveyed to W. & W. Development Company (Volume 1321 at page 680) at 668.93 feet;

Thence North $01^{\circ}01'03''$ East, along the grantors westerly line, also being the easterly line of a 10.94 acre tract conveyed to The City of Oberlin (Volume 1903 at page 888), for a distance of 957.35 feet to a railroad spike (found) in the centerline of Hamilton Road (60' Wide), passing an iron pin (found) at 927.35 feet;

Thence South $89^{\circ}31'53''$ East, along the grantors north line and the centerline of said Hamilton Road, for a distance of 3421.36 feet to the northwesterly corner of a 3.20 acre tract conveyed to Doyle and Gayle Jones;

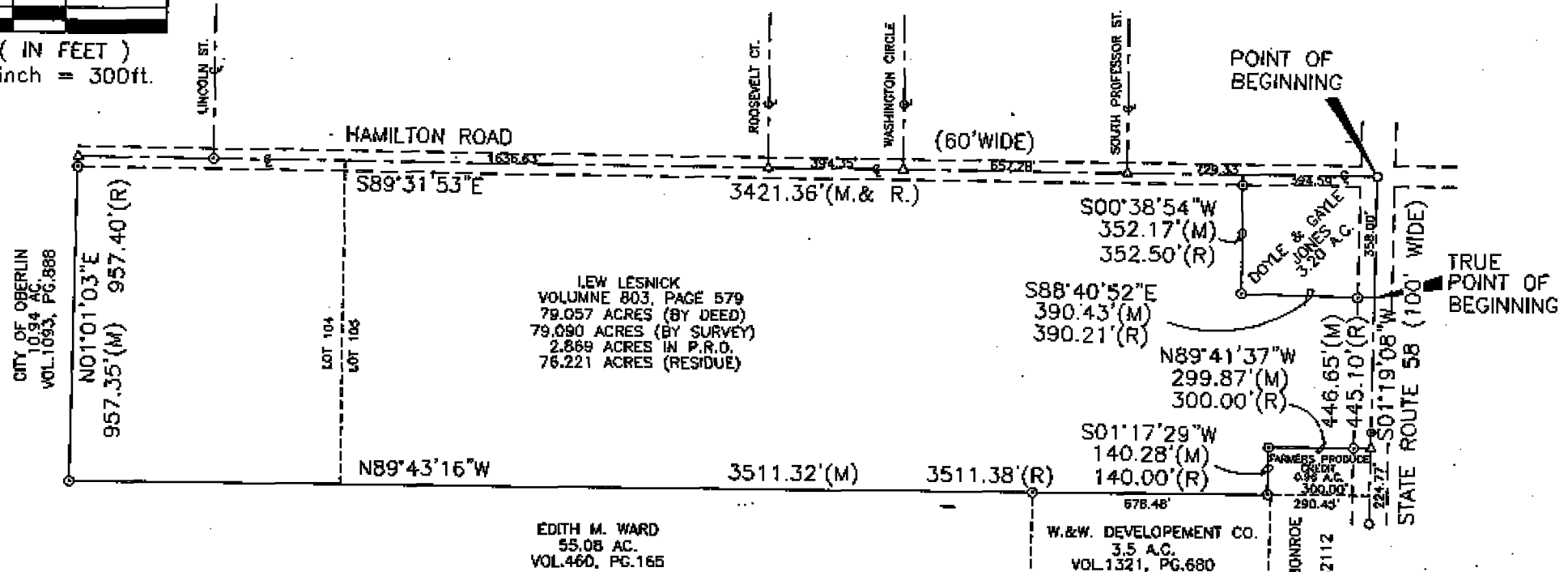
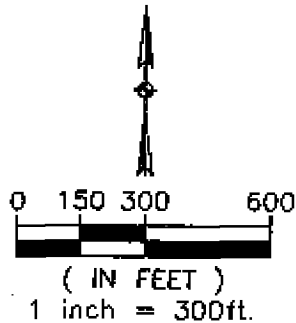
Thence South $00^{\circ}38'54''$ West, along the west line of said 3.20 acre tract, for a distance of 352.17 feet to a iron pin (found) at the southwesterly corner of said tract, passing an iron pin (found) at 30.00 feet;

Thence South $88^{\circ}40'52''$ East, along the south line of said 3.20 acre tract, for a distance of 390.43 feet to the **True Point of Beginning**, passing an iron pin (found) at 340.43 feet, containing 79.090 acres of land more or less, of which the present roadway occupies 2.869 acre of land, more or less, leaving a residue acreage of 76.221 acres of land, more or less. Subject to all easements, right-of-way and restrictions of record.

Bearings used herein are based on the centerline of State Route 58 as shown on Ohio Department of Transportation Highway Plans LOR - 58 - (7.98 - 14.01) dated 1969, being South $01^{\circ}19'08''$ West.

This instrument was prepared by David M. Lucas, Professional Surveyor #7866 for GGC Surveyors, Inc. and was prepared from an actual field survey.

BOUNDARY SURVEY
OF
79.090 ACRE TRACT
LOCATED IN
STATE OF OHIO, LORAIN COUNTY, RUSSIA TOWNSHIP
BEING PART OF ORIGINAL TOWNSHIP LOTS 104 AND 105



NOTES

THIS INSTRUMENT WAS PREPARED
FROM AN ACTUAL FIELD SURVEY.

BEARING SHOWN HEREON ARE BASED ON THE
CENTERLINE OF STATE ROUTE 58 AS SHOWN
ON O.D.O.T. HIGHWAY PLANS LOR-58-(7.98-14.01)
DATED 1969, BEING N 01° 08' 08" E.

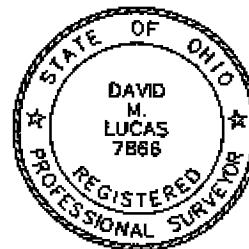
HAMILTON ROAD RIGHT OF WAY IS DEDICATED 60 FEET WIDE
IN LORAIN COUNTY ROAD RECORD VOLUME I PAGE 299
DATED JANUARY 1937.

STATE ROUTE 58 RIGHT OF WAY IS DEDICATED 100 FEET WIDE
AS SHOWN ON O.D.O.T. HIGHWAY PLANS LOR-58-(7.98-14.01)
DATED 1969.

LEGEND

- ⊙ = FOUND IRON PIN
- = FOUND MONUMENT
- △ = FOUND RAILROAD SPIKE
- (M) = MEASURED DISTANCE
- (R) = RECORD DISTANCE

David M. Lucas 12-3-98
DAVID M. LUCAS DATE
PROFESSIONAL SURVEYOR
NO. 7866



Prepared By: G G C Surveyors, Inc.
104 Mill Street
Gahanna, Ohio 43230
Office: (614) 471-7310
Fax: (614) 471-7320

JOB NO.
98149

VA 1006 438

CME/ds 1/15/74 2cc

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EXECUTOR'S DEED

KNOW ALL MEN BY THESE PRESENTS, that whereas, the Last Will and Testament of Lew Lesnick, deceased, was admitted to Probate and recorded in the Probate Court of Lorain County, Ohio, being Case No. 55315, and on the 3rd day of October, 1972, Jack Lesnick was duly appointed and qualified as Executor of said Last Will and Testament of said decedent by said Probate Court, and is now the lawful Executor of the Last Will and Testament of said Lew Lesnick, deceased.

And, whereas, said Last Will and Testament, among other provisions, contains the following, to wit:

"I authorize my Executor at any and all times to execute, acknowledge and deliver any and all instruments of conveyance or transfer, powers of attorney, proxies and other paper writings by him deemed necessary or incident to the planary exercise of the authority and powers in or by Ohio, My Last Will and Testament vested in or conferred upon him."

And, whereas, the said testator died seized in fee simple of the real estate hereinafter described, and whereas said real estate was held in the name of the testator although belonging to J.A.L.S., a Partnership,

Now, therefore, I, Jack Lesnick, Executor as aforesaid, in pursuance of the said provisions of the Last Will and Testament of said Lew Lesnick, deceased, and by virtue of the statute in such cases made and provided, and of the powers vested in me, do hereby grant, bargain, sell and convey to J.A.L.S., a Partnership, its heirs, successors and assigns forever, the following real estate situated:

Situated in the Township of Russia, County of Lorain, State of Ohio and known to the public as being in Russia Township Lot No. 10 and bounded as follows:

Hereby, my partner, within named J.A.L.S., a Partnership.

Witness my hand and seal in this office, this 1st day of January, 1974.

EXHIBIT A

Beginning at an iron pin at the Northeastly corner of original Russia Township Lot No. 105. Said point being the point of intersection of the centerline of Hamilton Street, 50.00 feet in width and the centerline of the Ashland-Oberlin Road 60.00 feet in width; thence from this point South $1^{\circ} 17'$ West along the Easterly line of said Lot No. 105 and in the centerline of the Ashland-Oberlin Road, a distance of 358.00 feet to the Southeastly corner of land conveyed to Doyle J. Jones and Gail A. Jones by deed dated March 16, 1971 and recorded in Deed Vol. 1020, Page 938 of Lorain County Records and the principle place of beginning of the premises herein described; thence continuing South $1^{\circ} 17'$ West in the centerline of the Ashland-Oberlin Road, a distance of 446.10 feet to the Northeastly corner of land conveyed to Farmers Production Credit Association of Ashland by deed dated June 15, 1973 and recorded in Deed Vol. 1083, Page 556 of Lorain County Records; thence Westerly in the Northerly line of land so conveyed to Farmers Production Credit Association of Ashland, a distance of 306.00 feet to an iron pin in the Northwestly corner thereof; thence Southerly in a line parallel to the centerline of the Ashland-Oberlin Road, and along the Westerly line of land so conveyed to Farmers Production Credit Association of Ashland, a distance of 140.00 feet to an iron pin at the Southwestly corner thereof; thence Westerly along the Northerly line of land conveyed to Northern Ohio Telephone Company by deed dated Nov. 29, 1969 and recorded in Deed Vol. 1006, Page 825 of Lorain County Records and along the Northerly line of land conveyed to Thomas P. Ward by deed dated June 17, 1954 and recorded in Deed Vol. 602, Page 107 of Lorain County Records, a distance of 2731.71 feet to a point on the Westerly line of said original Lot No. 105; thence North $0^{\circ} 58'$ East along the Westerly line of said Lot No. 105 and along the Easterly line of land conveyed to Jack Lesnick by deed dated May 19, 1971 and recorded in Deed Vol. 1024, Page 396 of Lorain County Records to a point in the centerline of Hamilton Street; thence South $89^{\circ} 30'$ East along the Northerly line of said Lot No. 105 and along the centerline of Hamilton Street, a distance of 1631.70 feet to the Northwestly corner of land conveyed to Doyle J. Jones and Gail A. Jones as first aforesaid; thence South $0^{\circ} 30'$ West along the Westerly line of land so conveyed to Doyle J. Jones and Gail A. Jones as aforesaid, a distance of 352.60 feet to the Southwestly corner thereof; thence South $88^{\circ} 43'$ East along the Southerly line of land so conveyed to Doyle J. Jones and Gail A. Jones, as aforesaid, a distance of 390.21 feet to centerline of the Ashland-Oberlin Road and the principle place of beginning and containing within said bounds 61.70 acres of land, be the same more or less, but subject to all legal highways.

Bearings and distances used in this description were based on a survey by J. W. Warden and Associates, Registered Surveyors, March 22, 1956.

Vol 1006 p 460

Know all Men by these Presents

That we, LEW LESNICK and ANNA LESNICK, husband and wife,

who claim title by or through instrument, recorded in Vol. 1024, Page 396, County Recorder's Office, for the consideration of Ten and no/100-----Dollars (\$) received to our full satisfaction of

JACK LESNICK

the Grantee,

whose TAX MAILING ADDRESS will be

488 Whitman Street, Elyria, Ohio 44035

Views: Given, Granted, Released, Released and Reaver Quit-claim and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee his heirs and assigns forever, all such right and title as we, the said grantor, have or ought to have in and to the following described piece or parcel of land, situated in the Township of Russia County of Lorain and State of Ohio:

and being a part of Original Russia Township Lot No. 104 and bounded and described as follows:

Beginning at a point in the center line of Hamilton Street and the southwest corner of land owned by Lew Lesnick; thence east along the center line of Hamilton Street a distance of approximately 789.67 feet to a point; thence south parallel to the west line of land owned by Lew Lesnick a distance of approximately 937.40 feet to a point on the northerly line of land owned by Thomas Ward; thence west along the northerly line of land owned by Thomas Ward and Thomas P. and E. M. Ward, a distance of approximately 789.67 feet to a point on the easterly line of land owned by Odell Geiger; thence north along the easterly line of land owned by Odell Geiger a distance of 937.40 feet to the principal place of beginning and containing within said bounds approximately 17.36 acres of land be the same more or less but subject to all legal highways. Permanent Parcel No. 09-00-104-000-007

EXHIBIT A

To Have and to hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantee, his heirs and assigns, so that neither the said grantor, nor their heirs, nor any other persons claiming title through or under them, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by their presents be excluded and forever barred.

And for valuable consideration, we

do hereby remise, release and forever quit-claim unto the said grantee, his heirs and assigns, all our right and appurtenancy of ~~claim~~ in the above described premises.

In Witness Whereof, we have hereunto set our hands, the day of May, nine hundred and seventy-one.

Signed and acknowledged in presence of

John Campbell

Anna Lesnick

State of Ohio, ss. Before me, a Notary Public in and for said County and State, personally appeared the above named LEW LESNICK and ANNA LESNICK, husband and wife,

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I have hereunto set my hand and official seal, at Elyria, Ohio, this 19th day of May, A. D. 1971.

TRANSFERRED
IN COMPLIANCE WITH SEC. 3112.01
OHIO REV. CODE

MAY 24 1971

Stuart L. Talbot
Notary Public
State of Ohio

Joseph M. ...
EXNOT
C.E.M.

783
INDEXED

LEW LESNICK and ANNA LESNICK,
husband and wife

TO

LEW LESNICK

Transferred

State of Ohio
County of LORAIN

Received for Record on the
May 24 1971

at 12 o'clock P.M.

and Recorded MAY 24 1971

Book 396
Page 396

Recorders Fee \$ 3.00

This document prepared by
Stuart L. Talbot
Attorney at Law
5 W. College Street, Elyria, Ohio

Aug-98	PARCEL MAINTENANCE	TAX YEAR: 1998	V 1.00
Parcel : 09-00-104-000-007	Mail Acct:		
* dis : 60 OBERLIN CITY/OBERLIN CSD	Mail Nm1 : LESNICK JACK		
da id : 60-09-104B -001-00	Mail Nm2 :		
n Nm1 : LESNICK JACK	Mail Ad1 : 2425 WEST RIVER N APT 223		
n Nm2 :	Mail Ad2 : ELYRIA OH 44035		
n Ad1 : 2425 WEST RIVER N APT 223	Contract : Bnk/Forcl: Sug Cd:		
n Ad2 : ELYRIA OH 44035	Reason :		
ort By : LESNICK JACK	Adjusts : AGR		
nd : 22300 7810	BOR flag :	Exempt Appl:	
pr : 0 0	Division :	Cauv Appl: 665	
tal : 22300 7810	New Const:	Agdist Year:	
uv : 1680 590	Remarks :		
Date : 02/09/96 A 06/23/87 T	Cert Delq:		
ass : 110 Neigh Cd: 11600	Sales Dt : 5/24/1971 # Parc:		
L no. : Census :	Amount : 0 LD-LB :		
egal 1 :	Source : Valid :		
egal 2 :	Convey # : Exempt no:		
egal 3 : AGR DIST LAND 87	Vol/Pg : /		
egal 4 :	(Hit NEXT SCREEN to change Loc Adr)		
res : 17.360	Loc Addr : S R 58		
List (C)hnge (N)ew (D)el (U)ndel (Y)ear <NEXT,PREV>		D:Act C:Act F:Ac	

Action, Parcel

★ DV 1024-396

EXHIBIT A

2>Aug-98 PARCEL MAINTENANCE TAX YEAR: 1998 V 1.00
 Parcel : 09-00-105-000-015 Mail Acct:
 ix dis : 60 OBERLIN CITY/OBERLIN CSD Mail Nm1 : LESNICK JACK
 nda id : 60-09-105B -007-00 Mail Nm2 :
 wn Nm1 : J A L S Mail Ad1 : 2425 WEST RIVER N APT 223
 wn Nm2 : Mail Ad2 : ELYRIA OH 44035
 wn Ad1 : 2425 W RIVER N APT 223 Contract : Bnk/Forcl: Sus Cd:
 wn Ad2 : ELYRIA OH 44035 Reason :
 ort By : J A L S Adjusts : AGR
 and : 97700 34200 BOR flag : Exempt Appl:
 mpr : 0 0 Division : Cauv Appl: 665
 otal : 97700 34200 New Const: Agdist Year:
 auv : 6070 2120 Remarks :
 -Date : 02/09/96 A 06/23/87 T Cert Delq:
 lass : 100 Neigh Cd: 11600 Sales Dt : 2/14/1974 # Parc:
 /L no. : 105 Census : Amount : 0 LD-LB :
 egal 1 : J A L S APP Source : Valid :
 egal 2 : Convey # : Exempt no:
 egal 3 : Vol/Pg : /
 egal 4 : (Hit NEXT SCREEN to change Loc Adr)
 cress : 51,700 Loc Addr : HAMILTON
 List (C)hngs (N)ew (D)el (U)ndel (Y)ear <NEXT,PREV> D:Act C:Act F:Ac
 Action, Parcel: DV.1096-458.....

DV1096-458

EXHIBIT A

City of Oberlin

85 South Main Street, Oberlin, Ohio 44074

LEGAL NOTICE -- PUBLIC HEARING

Please take notice that the City of Oberlin, Ohio, will hold a public hearing on November 3, 1997, at 7:00 p.m. in City Council Chambers, 85 S. Main Street, Oberlin, Ohio. The purpose of the Public Hearing is to consider the request of C W & W Development Company, an Ohio Partnership, to rezone approximately 1.64527 acres of real property located on State Route 58 South and known as 520 South Main Street, Oberlin, Ohio, from R1A Single Family Dwelling District to C-2 General Business District Use as detailed in the following description:

Situated in the Township of Russia, the City of Oberlin, County of Lorain, State of Ohio, and being part of original Russia Township Lot No. 105, bounded and described as follows:

Beginning at an iron pin found in a monument box at the centerline intersection of Hamilton Road and Oberlin-Ashland Road (State Route 58), said point being the Northeast corner of original Lot No. 105;

Thence south 01°09'08" west along the centerline of Oberlin-Ashland Road, a distance of 735.15 feet to the principle place of beginning

Thence continuing south 01°09'08" west along the centerline of Oberlin-Ashland Road, a distance of 50.01 feet to a point on the northeast corner of land conveyed to Farmers Production Credit Association of Ashland in Vol. 1082, page 556;

Thence north 89°55'22" west along the north line of land conveyed in Vol. 1082, page 556, a distance of 50.01 feet to an iron pin set on the westerly right-of-way line of Oberlin-Ashland Road;

Thence north 89°55'22" west along the north line of land conveyed in Vol. 1082, page 556, a distance of 249.99 feet to an iron pin found;

Thence south 01°09'08" west along the west line of land conveyed in Vol. 1082, page 556, a distance of 140.00 feet to an iron pin found on the north line of land conveyed to W&W Development in Vol. 1321, page 680;

Thence north 89°55'22" west along the north line of land conveyed in Vol. 1321, page 680, a distance of 300.00 feet to a point, said line passes through an iron pin set at 270.00 feet;

Thence north 01°09'08" east, a distance of 190.01 feet to a point;

Thence south 89°55'22" east, a distance of 549.99 feet to a point on the westerly right-of-way line of Oberlin-Ashland Road, said line passes through an iron pin set at 20.00 feet and 302.17 feet;

Thence south 89°55'22" east, a distance of 50.01 feet to the principal place of beginning.

Containing within said bounds 1.64527 acres of land, more or less, but subject to all legal highways as surveyed by the Bramhill Engineering and Surveying Company in June 1996.

BY ORDER OF:



Eugene F. Simon, Clerk of Oberlin City Council

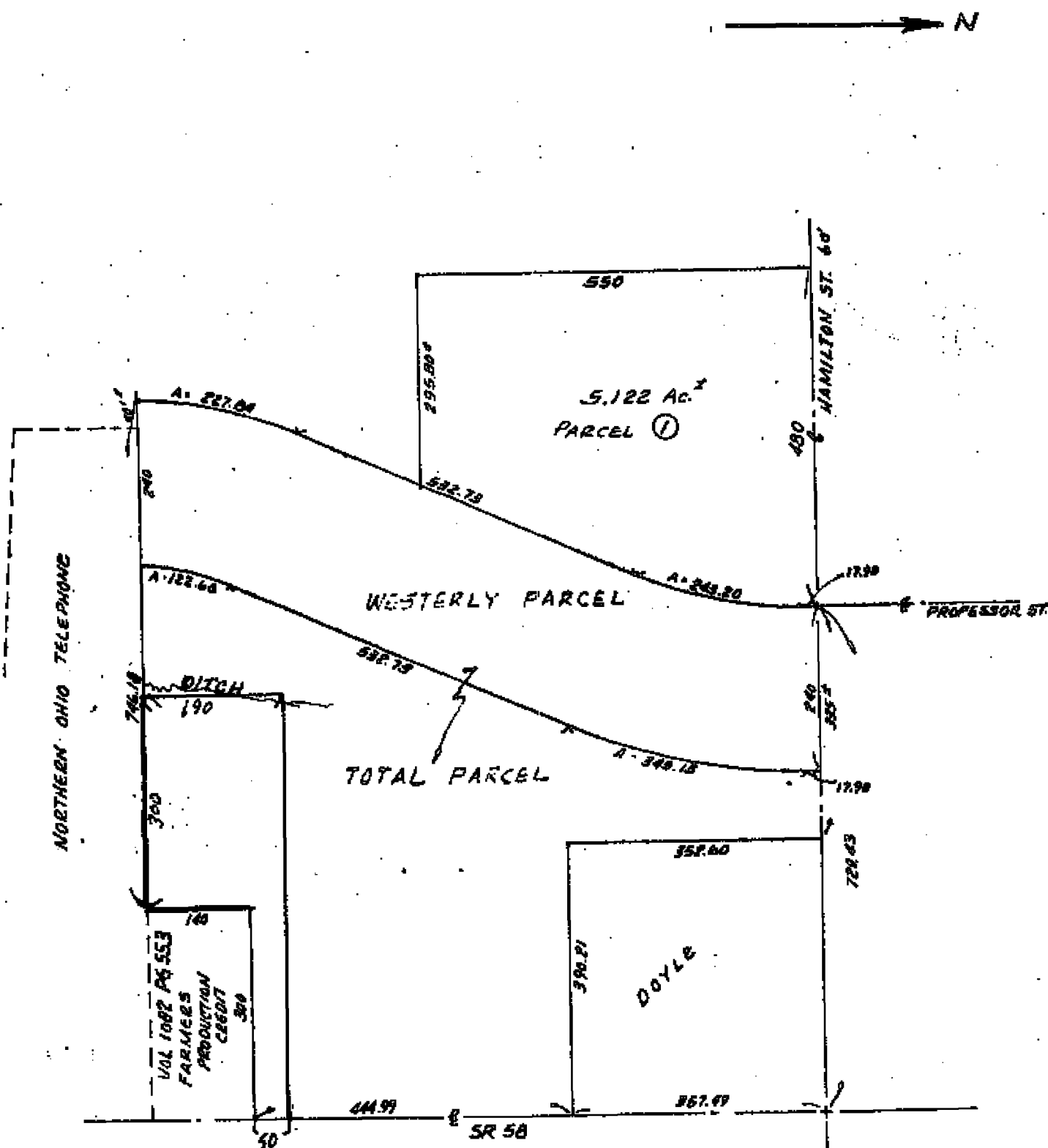
EXHIBIT B

PUBLISH: OBERLIN NEWS TRIBUNE - 1 TIME

DATE: September 23, 1997

a:publichearing/CW&W

Accounts Payable/Income Tax	775-7213	Finance/Utility Billing	775-7211 / 775-7212	Public Works Office	775-7217
Cemetery	775-7252	Fire Department	774-3211	Recreation Department	775-7254
City Manager	775-1531	Municipal Court	775-1751	Street Department	775-7270
Clerk of Council	775-7203	Municipal Light & Power	775-7260	Wastewater Department	775-7280
Code Administrator	775-1531	Planning Commission	775-7250	Water Department	775-7291
Community Services Department	775-7251	Police Department	774-1061	City Hall Fax	775-7208
Economic Development Office	775-7257	Prosecutor's Office	775-7298	Municipal Light & Power Fax	775-1546
				IDD.	775-7244



PART of O.L. 105 - RUSSIA TWP.
NOW in CITY of OBERLIN, OHIO

EXHIBIT B

PREPARED FOR J.A.L.S. BY
McGLINCHY & ASSOCIATES INC

75521

10/27/80
1/9/81