

CITY OF OBERLIN, OHIO

ORDINANCE No. 17-41 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF REAL PROPERTY FROM THE ARTHUR AND ADA CLARK FAMILY LIMITED PARTNERSHIP, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Oberlin, Ohio:

SECTION 1: That the City Manager is authorized and directed to enter into an agreement with The Arthur and Ada Clark Family Limited Partnership for the purchase of real property having been designated as Lorain County Auditor's Permanent Parcel No. 09-00-096-103-043 ("Property") in the form attached hereto as **Exhibit A** and to accept as a donation to the City a portion of the purchase price as is set forth in said agreement.

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.

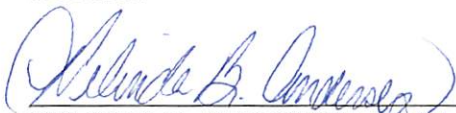
SECTION 3: That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: to enable the City Manager to commence the due diligence investigation of the Property without delay and shall take effect immediately upon passage.

PASSED: 1st Reading: July 3, 2017 (E)

2nd Reading: _____

3rd Reading: _____

ATTEST:


BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL


RONNIE J. RIMBERT
PRESIDENT OF COUNCIL

POSTED: 07/04/2017

EFFECTIVE DATE: 07/03/2017



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

160 Cleveland Street
Elyria, OH 44035
Phone: 440-322-5300
Fax: 440-366-5444

Date: January 8, 2018

To: City of Oberlin
85 S. Main Street
Oberlin, OH 44074

RE: File No. 25850
Clark to City of Oberlin
Vacant Land South Pleasant Street
Oberlin, OH 44074

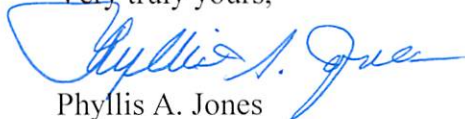
Enclosed please find the following:

Owners Policy No. OX-12081950.

General Warranty Deed recorded as Inst. #2017-0656055.

Thank you for choosing Old Republic National Title Insurance Company. Should you need anything additional, please feel free to contact us.

Very truly yours,


Phyllis A. Jones

OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
160 CLEVELAND STREET
ELYRIA, OH 44035
PHONE: (440) 322-5300



Policy Number **OX-12081950** File Number: 25850

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

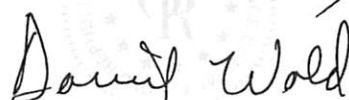

Authorized Officer or Licensed Agent

By



President

Attest



Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS (con't)

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

CONDITIONS (con't)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



SCHEDULE A

Name and Address of Title Insurance Company:
Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401-2499

File No.: **25850**

Policy No.: **OX-12081950**

Address Reference: **Vacant Land South Pleasant Street, Oberlin, OH 44074**

Amount of Insurance: **\$90,000.00**

Date of Policy: **December 22, 2017 at 09:13:09 am**

1. Name of Insured:

City of Oberlin

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

City of Oberlin

4. The Land referred to in this policy is described as follows:

Situated in the City of Oberlin, County of Lorain, and State of Ohio and known as being part of Original Russia Township Lot No. 96, and being further bounded and described as follows: Beginning at the intersection of the centerlines of Smith Street and Main Street (State Route 58); Thence, North 00 Deg. 49' 22" East a distance of 881.81 feet along the centerline of said Main Street, to a point thereon; Thence, South 89 Deg. 33' 34" East a distance of 508.92 feet along the Southerly line of land conveyed to the City of Oberlin by deed recorded in Deed Volume 479, page 693 of Lorain County Recorder's Records, to a point being the Northeasterly corner of land conveyed to City of Oberlin by deed recorded in Document No. 20040-016199 of Lorain County Recorder's Records on July 20, 2004, and being the Principal Place of

Beginning; Thence continuing South 89 Deg. 33' 34" East a distance of 163.44 feet to a point on the Westerly line of South Pleasant Street; Thence, South 00 Deg. 45' 02" West a distance of 219.12 feet along the Westerly line of said South Pleasant Street, to a point thereon, being the Northeasterly corner of land conveyed to Columbia Gas of Ohio, Inc.; Thence, North 89 Deg. 14' 58" West a distance of 108.90 feet along the Northerly line of said land conveyed to Columbia Gas of Ohio, Inc., to the Northwestern corner thereof; Thence, South 00 Deg. 45' 02" West a distance of 59.94 feet along the Westerly line of said land conveyed to Columbia Gas of Ohio, Inc., to the Southwesterly corner thereof; Thence, North 89 Deg. 14' 58" West a distance of 54.89 feet to a point on the Easterly line of land conveyed to the City of Oberlin by deed recorded in Document No. 20040-016199 of Lorain County Recorder's Records on July 20, 2004; Thence, North 00 Deg. 49' 22" East a distance of 278.18 feet along the Easterly line of said land conveyed to the City of Oberlin, to the Principal Place of Beginning, containing 0.8966 Acres. This boundary description was prepared by Thomas A. Simon, Registered Professional Surveyor No. S-7775 and is based on a boundary survey performed by Laundon, Simon, Kelser & Associates, Inc., in May, 2003

Permanent Parcel No.: 09-00-096-103-043



FILE NO: 25850

SCHEDULE B

File No.: 25850

Policy No.: OX-12081950

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Defects, liens, encumbrances, adverse claims or other matters created, if any, first appearing in the public record or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof;
3. Encroachments, overlaps, boundary line disputes or any other matter which would be disclosed by an accurate survey or inspection of the premises;
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records;
5. Rights of parties in actual possession of all or any part of the premises;
6. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
7. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to Date of Policy. (**Note: This Exception will only appear on the Loan Policy**)
8. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority including but not limited to Board of Revision or other administrative proceedings.

Note: Item numbers 1, 2, 5 and 7 shown above are hereby deleted.

9. Taxes and Assessments for the first half 2017 and thereafter.
Permanent Parcel No. 09-00-096-103-043



FILE NO: 25850

Continuation of Schedule B

10. Anything to the contrary notwithstanding this policy shall not be construed to guarantee or insure the total quantity of land or acreage as described in Schedule "A" above.
 11. Rights of the public in that portion of the subject premises lying within the limits of Smith Street and Main Street (State Route 58).
 12. Anything to the contrary notwithstanding, this Policy, when issued shall not insure for loss or damage, and the Company shall not be liable for attorneys' fees and defense costs, by reason of any requirement by the County for a new survey and description prior to transfer pursuant to those standards governing conveyances as adopted by Lorain County, as authorized by O.R.C. Section 319.20.
 13. Right of Way from C. A. Barden and Harriet C. Barden to The Ohio Fuel Gas Company, filed June 19, 1947, as recorded in Deed Volume 415, Page 76, of Lorain County Records, appears certain conditions which affect insured premises.
 14. Reservation in the instrument from The New York Central Railroad Company to William F. Cobb, filed January 18, 1967, as recorded in Deed Volume 939, Page 308 of Lorain County Records, appears certain conditions, which affect insured premises.
 15. Conditions in the instrument from Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of Penn Central Transportation Company to Arthur H. Clark, filed February 8, 1978, as recorded in Deed Volume 1197, Page 905 of Lorain County Records, appears certain conditions, which affect insured premises.
 16. Conditions in the instrument from Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of Penn Central Transportation Company to City of Oberlin, filed February 17, 1978, as recorded in Deed Volume 1198, Page 579 of Lorain County Records, appears certain conditions, which affect insured premises.
 17. Shopping Center Easement Agreement by and between A. H. Clark, Ada L. Clark and Arthur H. Clark and McDonald's Corporation, a Delaware Corporation, filed March 22, 1991, as recorded in Official Records Volume 379, Page 901 of Lorain County Records, appears certain conditions, which affect insured premises.
 18. Temporary Easement Agreement by and between A. H. Clark, ada L. Clark and Arthur H. Clark and McDonald's Corporation, a Delaware Corporation, filed March 22, 1991, as recorded in Official Records Volume 379, Page 916 of Lorain County Records, appears certain conditions, which affect insured premises.
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FILE NO: 25850

Continuation of Schedule B

19. Encroachment Agreement by and between McDonald's Corporation, a Delaware Corporation and A. H. Clark and Ada L. Clark and Arthur H. Clark, filed April 11, 1991, as recorded in Official Records Volume 385, Page 771 of Lorain County Records, appears certain conditions, which affect insured premises.
20. Agreement by and between A. H. Clark, Ada L. Clark and Arthur H. Clark and McDonald's Corporation, a Delaware corporation, filed July 16, 1993, as recorded in Official Records Volume 739, Page 341 of Lorain County Records, appears certain conditions, which affect insured premises.

TRANSFERRED

IN COMPLIANCE WITH SEC. 319-202

OHIO REV. CODE

DEC 22 2017

J. CRAIG SNODGRASS, CPA, CGFM
LORAIN COUNTY AUDITOR



Doc ID: 020290600003 Type: OFF
Kind: DEEDS
Recorded: 12/22/2017 at 09:13:09 AM
Fee Amt: \$36.00 Page 1 of 3
Lorain County, Ohio
Judith M Nedwick County Recorder
File **2017-0656055**

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, James A. Clark, Liquidator for The Arthur and Ada Clark Family Limited Partnership, a Delaware limited partnership (the "Grantor"), for valuable consideration paid, grant, with general warranty covenants, to the City of Oberlin, an Ohio municipal corporation (the "Grantee"), whose TAX MAILING ADDRESS will be 85 South Main Street, Oberlin, Ohio 44074, the premises described more fully as follows (hereinafter the "Property"):

Please see Exhibit A attached.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee, the City of Oberlin, its successors and assigns forever. And I, as Liquidator for the Limited Partnership, the said Grantor, do for the Limited Partnership and its successors and assigns covenant with the said Grantee, the City of Oberlin, its successors and assigns, that at and until the ensealing of these presents, the Limited Partnership is well seized of the Property, has good and indefeasible estate in FEE SIMPLE, and as Liquidator for the Limited Partnership, I have good right to bargain and sell the same in manner and form as above written, that the same are free and clear from all encumbrances whatsoever, except (i) matters which would be disclosed by an accurate survey and inspection of the Property; (ii) zoning and building ordinances and regulations; (iii) general and special real estate taxes and assessments that are a lien on the date of transfer of title but are not yet due and payable; (iv) covenants, conditions, restrictions, agreements and easements of record; and that as Liquidator for the Limited Partnership, I will WARRANT AND DEFEND the Property, with the appurtenances thereunto belonging, to the said Grantee, the City of Oberlin, its successors and assigns forever, against all lawful claims and demands of all persons.

I have hereunto set my hand this 21st day of December, 2017.

James A. Clark, Liquidator for The Arthur and
Ada Clark Family Limited Partnership

EXHIBIT "A"

Situated in the City of Oberlin, County of Lorain, and State of Ohio and known as being part of Original Russia Township Lot No. 96, and being further bounded and described as follows: Beginning at the intersection of the centerlines of Smith Street and Main Street (State Route 58); Thence, North 00 Deg. 49' 22" East a distance of 881.81 feet along the centerline of said Main Street, to a point thereon; Thence, South 89 Deg. 33' 34" East a distance of 508.92 feet along the Southerly line of land conveyed to the City of Oberlin by deed recorded in Deed Volume 479, page 693 of Lorain County Recorder's Records, to a point being the Northeasterly corner of land conveyed to City of Oberlin by deed recorded in Document No. 20040-016199 of Lorain County Recorder's Records on July 20, 2004, and being the Principal Place of Beginning; Thence continuing South 89 Deg. 33' 34" East a distance of 163.44 feet to a point on the Westerly line of South Pleasant Street; Thence, South 00 Deg. 45' 02" West a distance of 219.12 feet along the Westerly line of said South Pleasant Street, to a point thereon, being the Northeasterly corner of land conveyed to Columbia Gas of Ohio, Inc.; Thence, North 89 Deg. 14' 58" West a distance of 108.90 feet along the Northerly line of said land conveyed to Columbia Gas of Ohio, Inc., to the Northwesterly corner thereof; Thence, South 00 Deg. 45' 02" West a distance of 59.94 feet along the Westerly line of said land conveyed to Columbia Gas of Ohio, Inc., to the Southwesterly corner thereof; Thence, North 89 Deg. 14' 58" West a distance of 54.89 feet to a point on the Easterly line of land conveyed to the City of Oberlin by deed recorded in Document No. 20040-016199 of Lorain County Recorder's Records on July 20, 2004; Thence, North 00 Deg. 49' 22" East a distance of 278.18 feet along the Easterly line of said land conveyed to the City of Oberlin, to the Principal Place of Beginning, containing 0.8966 Acres. This boundary description was prepared by Thomas A. Simon, Registered Professional Surveyor No. S-7775 and is based on a boundary survey performed by Laundon, Simon, Kelser & Associates, Inc., in May, 2003

Permanent Parcel No. 09-00-096-103-043

Legal description reviewed by SS
on 09/06/17 per ORC, Section 5713.09

Prior Deed Reference: 20080246942

The Arthur and Ada Clark Family Limited Partnership to The City of Oberlin, Ohio
ORT order no. 25850

STATE OF OHIO)
) ss.
COUNTY OF LORAIN)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named James A. Clark, Liquidator for The Arthur and Ada Clark Family Partnership, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such Liquidator.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 21st day of December, 2017

Notary Public

JAY C. MARCIE
Attorney At Law
Notary Public, State of Ohio
Lifetime Commission

This instrument prepared by:
Jay C. Marcie, Esq.
Marcie & Associates LPA.
1001 Jaycox Road, Suite 1
Avon, Ohio 44011
(440) 937-6600

OLD REPUBLIC NATIONAL TITLE
INSURANCE CO
160 CLEVELAND STREET
ELYRIA, OH 44035

PURCHASE AND SALE AGREEMENT

COPY

This Agreement (the "Agreement") is made and entered into at Oberlin, Ohio this 20 day of July 2017, by and between The Arthur and Ada Clark Family Limited Partnership ("Seller") and the City of Oberlin, Ohio ("Purchaser").

WITNESSETH:

1. PREMISES. Purchaser hereby agrees to buy and Seller hereby agrees to sell the real property situated in the City of Oberlin, Ohio and known as Lorain County Permanent Parcel Number 09-00-096-103-043.

2. PURCHASE PRICE. The purchase price for the Premises shall be \$90,000.00 ("Purchase Price") and shall be payable as follows:

- a. \$50,000.00 payable in cash, which shall be deposited in escrow with the Escrow Agent on or prior to the Closing Date.
- b. The remaining \$40,000.00 balance shall be forgiven and considered a donation to the City of Oberlin from the Seller.

3. CONTINGENCIES. The parties agree that the transaction contemplated by this Agreement is contingent upon and subject to the following:

a. Purchaser, at Purchaser's sole cost and expense, shall have 60 days after the execution hereof to have qualified professionals perform environmental inspections. Seller shall cooperate in making the Premises reasonably available for such inspections. If Purchaser, in Purchaser's sole discretion, is not satisfied with the condition of the Premises as disclosed by such inspections, Purchaser shall so notify Seller in writing within 10 days of receipt of such inspection. If Purchaser does not object in writing to the results of any said inspections within the time period set forth herein, this transaction shall close as set forth in paragraph 7 hereof. If Purchaser objects in writing to the results of any of said inspections within said time period, Purchaser shall have the option, to be exercised by delivering written notice to Seller to (a) accept the Premises in its existing condition without diminution in Purchase Price, or (b) terminate this Agreement, at which time this Agreement shall be null and void and neither party shall have any further liability or obligation to each other.

4. CONDITION OF THE PROPERTY. Subject to the provisions of paragraph 3 hereof, Purchaser agrees to accept the Premises "as is" in its present physical condition.

5. TITLE.

a. The Seller shall deliver or cause to be delivered to the Purchaser a good and sufficient General Warranty Deed ("Deed"), in form satisfactory to Purchaser, conveying to Purchaser good and marketable title to the Premises free and clear of all liens and encumbrances whatsoever, except taxes and assessments, both general and special, which are currently a lien but not yet due and payable, zoning ordinances, and restrictions, conditions, reservations and easements of record ("Permitted Exceptions").

b. Seller shall furnish Purchaser with a Commitment to Issue Title Insurance (the "Commitment") from Old Republic Title Company ("Title Company") which shall be delivered to Purchaser within fourteen (14) days after execution of this Agreement. The Commitment shall indicate that a special tax search was conducted. Purchaser shall have five (5) business days from receipt of the Commitment to approve or disapprove the Commitment.

In the event of a defect in title, Seller shall have thirty (30) days after notice thereof to remove the title defect and to provide Purchaser with evidence thereof. In the event Seller is unable or unwilling to remove said title defect, Purchaser may either (a) accept title to the Premises subject to such title defect and complete the transaction without diminution of the Purchase Price, or (b) terminate this Agreement by written notice to Seller and thereupon Purchaser shall recover all documents and funds paid or deposited hereunder, Seller shall pay all costs incurred for the title search and commitment and the parties shall be relieved of any further liability hereunder.

c. Seller shall furnish at the Closing an Owner's Policy of Title Insurance, with standard exceptions deleted, unless waived by Purchaser, in the amount of the Purchase Price showing title good in Purchaser at the time of Closing, subject to the Permitted Exceptions. Seller shall pay for the cost of the Commitment and the premium for the Owner's Title Policy.

6. PRORATIONS. Real estate taxes and assessments, both general and special, shall be prorated as of the date of title transfer using the then last officially certified rate and valuation for such proration

7. CLOSING. The parties agree that the recording of the Deed of Record (the "Closing") with the Lorain County Recorder shall be not later than 60 days after the execution of this Agreement. Seller shall deliver possession to Purchaser on the date of the Closing. The parties further agree that title to the Premises shall not pass until such Closing, and that time is of the essence.

8. ESCROW PROCEDURE. All documents and funds pertaining to this conveyance are to be placed in escrow two (2) days prior to the Closing as specified herein. The escrow agent for this transaction shall be the Title Company ("Escrow Agent"). This Agreement shall be used as Escrow Instructions, subject to the usual form of Acceptance of the Escrow Agent, to the extent not inconsistent herewith. In the event of any such inconsistency, this Agreement shall control.

9. CHARGES AND CREDITS. The Escrow Agent shall make the required prorations and charge the expenses of this transaction as follows:

A. To the Seller: (i) the cost of the title search, Commitment, special tax search, (ii) any transfer tax or conveyance fee, (iii) the amounts due to discharge any liens encumbering the Premises required to be discharged, (iv) the prorations due Purchaser under this Agreement, and (v) one-half (1/2) the cost of the escrow fee.

B. To the Purchaser: (i) the cost of filing the Deed, (ii) the premium for the Owner's Policy of Title Insurance, (iii) one-half (1/2) the cost of the escrow fee.

10. BROKERS. Seller and Purchaser represent to each other that they have not dealt with any broker or finder with respect to the transaction contemplated hereby except for Newmark Grubb Knight Frank ("Broker") and Michael P. Petrigian ("Agent"). In accordance with the aforementioned, the undersigned Seller irrevocably authorizes the Escrow Agent to pay from escrow any Real Estate Commission Fees from escrow at closing.

Seller and Purchaser each represent and warrant that except for the Broker and Agent, no other brokers have been retained or involved by either party in connection with this transaction and that no other brokerage commissions are due in connection with this transaction. Seller and Purchaser each shall defend, indemnify and hold the other harmless from any brokerage commission or other charge or fee asserted by any person, firm or corporation claiming to be hired by such party other than the Broker.

11. NOTICES. All notices required or desired to be given hereunder shall be in writing and shall be delivered by telecopy or by deposit in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses and notice shall be deemed effective upon delivery:

	Address
If to Purchaser:	The City of Oberlin, Ohio ATTN: City Manager 85 South Main Street Oberlin, Ohio 44074

	Address
If to Seller:	The Arthur and Ada Clark Family Limited Partnership P.O. Box 299 Oberlin, Ohio 44074

12. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, heirs, personal representatives and assigns.

13. FULL AND FINAL AGREEMENT. This Agreement constitutes the entire agreement between the parties. The representations, warranties and agreements herein shall survive the transfer of title.

14. ACKNOWLEDGEMENT. All parties hereto acknowledge receipt of a full and complete copy of this Agreement and declare that no conditions, promises, representations, or agreements, other than those herein contained, have been made or were relied upon.

The parties hereto have executed this Agreement on the date and at the place above stated.

Print Name and Signature(s):

Purchaser:

Seller:

The City of Oberlin, Ohio

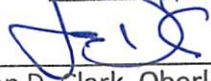
The Arthur and Ada Clark Family Limited Partnership

By: 
Robert Hillard, City Manager

By: 
James A. Clark, Liquidator

APPROVED AS TO FORM

Date: 7/6/17


Jon D. Clark, Oberlin City Law Director