

CITY OF OBERLIN, OHIO

ORDINANCE No. 22-10 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PURCHASE THE REAL PROPERTY KNOWN AS LORAIN COUNTY PERMANENT PARCEL NO. 0900086112039, OBERLIN, OHIO AS AN EMERGENCY MEASURE

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

SECTION 1: The City Manager is hereby authorized to enter into an agreement to purchase the real property known as Lorain County Permanent Parcel No. 0900086112039, (“Property”) for a purchase price of \$2,600.00 in substantially the form attached hereto as **Exhibit A**, or with such revisions as may be determined to be necessary by the City Manager, and to execute such other documents or instruments necessary or convenient to conclude the purchase of said Property.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning or related 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 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 satisfy the contract contingency requiring Council approval to enable the City Manager to commence the due diligence investigation of the Property without delay and provided it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: February 7, 2022
2nd Reading: _____
3rd Reading: _____

ATTEST:


BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL


HEATHER ADELMAN
PRESIDENT OF COUNCIL

POSTED: 02/08/2022

EFFECTIVE DATE: 02/07/2022

MAR 15 2022 AM 11:33

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 11th day of March, 2022, ("Effective Date") by and between **SPRING V. FREY, LORRAINE ZIEBA, JOELLEN KESSLER and LINDA GEREK**, (collectively "Seller"), and the **CITY OF OBERLIN**, an Ohio Chartered Municipal Corporation and Political Subdivision of the State of Ohio, ("Buyer").

In consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **Purchase And Sale:** Upon and subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the real estate ("Premises") consisting of one (1) parcel containing approximately 1.3 acres of vacant land in the City of Oberlin being Lorain County Auditor's Permanent Parcel No. 09-00-086-112-039 described on **Exhibit A** attached hereto and made a part hereof, together with all right, title and interest of Seller in and to any land lying in the right of way adjoining the Premises.

2. **Purchase Price.** The purchase price for the Premises (the "Purchase Price") shall be Two Thousand Six Hundred Dollars (\$2,600.00) which amount shall be payable at closing in accordance with the terms of this Agreement.

3. **Contingencies.**

3.1 Buyer shall have a period of thirty (30) days following the Effective Date (the "First Due Diligence Period"), to, in its sole discretion, investigate and evaluate the Premises. Such investigations may include but not be limited to a boundary survey, a determination that the condition, soils, environmental conditions, wetland status, utilities, drainage, access, applicable zoning regulations and any and all other matters for which Buyer deems inspections to be necessary are satisfactory to Buyer for its intended use of the Premises. Seller shall cooperate with and provide any and all information in its possession to Buyer and Buyer's agents with regard to Buyer's inspections of the Property.

If Buyer, in its sole discretion, determines that the Premises is not suitable for Buyer's purposes for any reason, then Buyer may terminate this Agreement by notifying Seller of such election not later than the expiration of the First Due Diligence Period, and in such event both parties hereto shall be relieved of all further obligations hereunder. Buyer shall have the right to extend the First Due Diligence Period for up to an additional ninety (90) days (the "Second Due Diligence Period") for the purpose of conducting any additional inspections as it may determine by notifying Seller of its election on or before the expiration of the First Due Diligence Period. If Buyer is not satisfied

with such additional inspections then Buyer may terminate this Agreement by notifying Seller of such election not later than the expiration of the Second Due Diligence Period, and in such event both parties hereto shall be relieved of all further obligations hereunder.

3.2 During the period that this Agreement is in effect, and until the transfer of title, Buyer and Buyer's agents shall have the right of ingress and egress over and through the Premises for the purposes of inspections, surveys, engineering and/or architectural drawings, and other such observations as are desired by Buyer. Buyer shall promptly repair any damage to the Property resulting from its inspections.

3.3 In addition to the foregoing contingencies, Buyer's obligations to perform pursuant to this Agreement are contingent upon the approval of the Oberlin City Council, by ordinance, and upon Buyer's satisfaction with the condition of title as provided in Paragraph 7 below.

4. Closing: The deed and all other finds and documents pertaining to the purchase of the Premises shall be deposited in escrow with Fidelity National Title Company, 5340 Meadow Lane Court, Sheffield Village, Ohio 44035, as escrow agent ("Escrow Agent"), within three (3) business days prior to the closing date as defined herein. Closing of this transaction shall take place, provided all the terms and conditions of this Agreement have been satisfied as provided for in this Agreement. The term "closing" means the date upon which the funds shall be transferred and the deed of title to the Premises is recorded.

5. Escrow Instructions: This Agreement shall serve as escrow instructions, subject to Escrow Agent's standard conditions of acceptance, with Buyer's indemnity provisions deleted, and otherwise not contrary to any of the terms hereof. Escrow Agent is hereby authorized to close the transaction and to make all prorations and allocations which, in accordance with this Agreement, are to be made between the parties hereto.

6. Deed of Conveyance: Seller shall deposit in escrow a general warranty deed, (prepared by Buyer), conveying to Buyer the absolute fee simple ownership of the Premises, free and clear of all liens, conditions, easements, claims, restrictions and encumbrances whatsoever, except real estate taxes and assessments not then due and payable and those easements and restrictions of record disclosed in the Commitment (hereinafter defined) or the Survey and which are acceptable to Buyer. Prior to depositing the deed in escrow, Seller shall deliver to Buyer a true copy thereof for Buyer's approval.

7. Evidence of Title & Title Insurance: The title Company shall issue to Buyer a fee policy of title insurance ("Title Policy") issued by Fidelity National Title Company ("Title Company") in an amount equal to the aforesaid purchase price, assuring that title to the Premises is in the condition required by Section 6 hereof, with, at Buyer's option and cost, all so-called "survey exceptions" and/or "mechanic's lien" exceptions deleted. The Title Policy shall identify, by recording information, all covenants, conditions, restrictions and easements of record encumbering the Premises (a general exception for covenants, conditions, restrictions and easements of record, or similar language, shall not be acceptable). Buyer shall obtain a commitment ("Commitment") for the Title Policy from Title Company within Ten (10) business

13. **Costs of Closing:** Escrow Agent shall charge Seller the proration of taxes and assessments, if any and the cost of discharging all mortgages and other monetary liens encumbering the Premises. Escrow Agent shall charge Buyer with the cost of title examination, the Commitment, and the premium of the Title Policy.

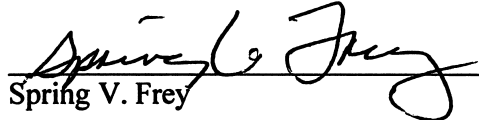
14. **Status of Seller:** Seller hereby certifies that Seller is not a "nonresident alien", "foreign corporation", "foreign partnership", "foreign trust" or "foreign estate" within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

15. **Parties:** The terms "Buyer" and "Seller" shall include all parties designated and their respective successors and assigns, and wherever the singular is used, it shall include the plural, and wherever the masculine gender is used, it shall include the neuter and feminine as the context requires. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective assigns, heirs, personal representatives, or nominees.

16. **Entire Agreement:** This Agreement contains the entire agreement between Seller and Buyer and the parties hereto are not bound by any agreements, understandings or conditions except those stipulated herein.

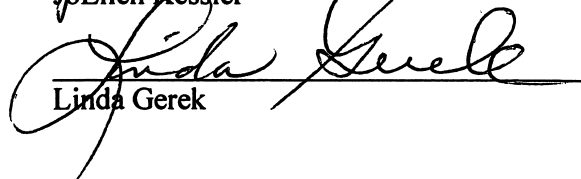
IN WITNESS WHEREOF, the parties hereto have affixed their hands as of the date first set forth above.

SELLER:


Spring V. Frey

Lorraine Zieba


JoEllen Kessler


Linda Gerek

BUYER:

City of Oberlin

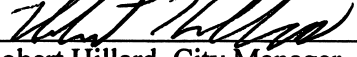
By: 
Robert Hillard, City Manager

EXHIBIT A

Situated in the City of Oberlin, County of Lorain and State of Ohio, and known as being a part of Sublot No. 41 in Viet's Addition of a part of Original Russia Township Lot No. 896, as shown by the recorded plat in Volume 1 of Maps, Page 38 of Lorain County Records and being all the land contained within the "Y" of the Lake Shore and Michigan Southern Railway Company's right of way and as shown on Page 21 of Volume 67 of the Records of Deeds of Lorain County, Ohio. Also that small Lot or Tract of land in said Lot 41 of Viet's Addition lying next South of said "Y" and which said Tract fronts on Spring Street and lies next North of the land deeded by Henry Viets and Samantha J. Viets to George Dixon as found recorded in Volume 71, Page 74 of said records. The last described parcel is about 40 feet in width from North to South on Spring Street, and 173 feet deep from East to West, being bounded irregularly on the North by the Southerly arm of the Lake Shore and Michigan Southern Railway right of way for the "Y" heretofore mentioned, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 09-00-086-112-039

Subject: Fwd: signed contract
From: "Walter A. Frey, Jr." <wafrey@centurylink.net>
Date: Wed, Feb 23, 2022 12:13 pm
To: Lynn Miller <office@avonlakeucc.org>
Attach: 20220222_091248.jpg
20220222_091248.jpg

Sent from my iPhone

Begin forwarded message:

From: lorraine zieba <lzieba@yahoo.com>
Date: February 22, 2022 at 9:20:34 AM EST
To: "Jr. Walter A. Frey" <wafrey@centurylink.net>, Walter <wafrey@centurylink.com>, Spring Frey <springfrey@gmail.com>
Subject: signed contract
Reply-To: lorraine zieba <lzieba@yahoo.com>

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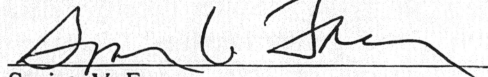
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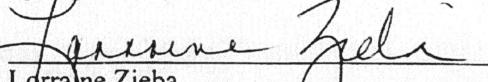
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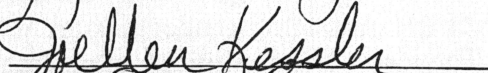
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Lorraine Zieba

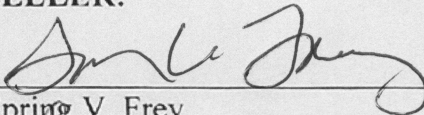

JoEllen Kessler


Linda Gerek

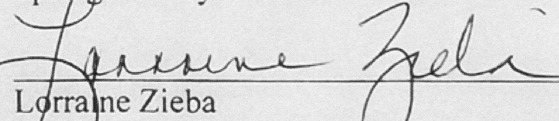
BUYER:

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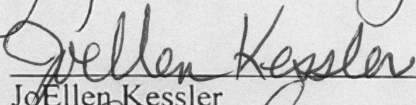
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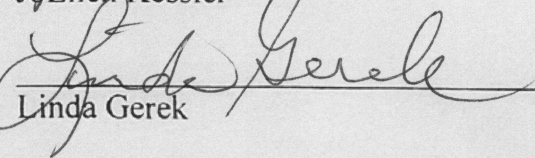
Spring V. Frey



Lorraine Zieba



JoEllen Kessler



Linda Gerek

BUYER:

City of Oberlin

By: _____
Robert Hillard, City Manager