

CITY OF OBERLIN, OHIO

ORDINANCE No. 23-52 AC CMS

AN ORDINANCE DECLARING CERTAIN MUNICIPALLY OWNED REAL PROPERTY TO BE SURPLUS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A TRANSFER AGREEMENT TO DONATE SAID PROPERTY TO THE REVITALIZATION STRATEGIES GROUP, LLC OR ITS AUTHORIZED ASSIGNS AND WAIVING APPLICABLE BUILDING PERMIT AND UTILITY ACCESS FEES AS AN EMERGENCY MEASURE.

WHEREAS, the City of Oberlin (“City”) is the owner of certain parcels of vacant land identified on **Exhibit A** attached hereto (“Property”);

WHEREAS, the City acquired said land from the Lorain County Land Reutilization Corporation through disposition authorized by Section 323.78 of the Ohio Revised Code; and

WHEREAS, the City desires to make said land available to facilitate housing opportunities in Oberlin; and

WHEREAS, the Revitalization Strategies Group LLC, (“RSG”), is a Texas Limited Liability Company whose business operations include the construction, development, leasing and sales of housing and the creation of homeownership opportunities; and

WHEREAS, the City has the authority under Sections 13 and 16 of Art. VIII of the Constitution of the State of Ohio to donate land to enhance the availability of adequate housing in the state and to improve the economic and general well-being of the people of the state.

NOW THEREFORE, be it ordained by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1: That the parcels of real property identified on **Exhibit A**, attached hereto, are hereby declared to be surplus and not necessary for any current municipal purpose.

SECTION 2: That the City Manager is authorized and directed to execute a transfer agreement, in substantially the form attached hereto as **Exhibit B**, a quit-claim deed containing covenants and restrictions to assure that the land is utilized for the purposes for which it is donated and all other instruments necessary to transfer said property to an Ohio entity to be formed and wholly owned by the RSG solely to facilitate the development and preservation of housing and the creation of homeownership opportunities within the City of Oberlin.

SECTION 3: That the City does hereby waive the requirement for the payment of building permits and utility access fees by the RSG as to the properties being conveyed pursuant to this ordinance.

SECTION 4. 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 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 5. 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 facilitate the development and preservation of housing in the City of Oberlin without delay and provided that 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 at the earliest period allowed by law.

PASSED: 1st Reading: July 3, 2023

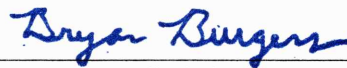
2nd Reading: August 21, 2023

3rd Reading: September 5, 2023

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



BRYAN BURGESS
PRESIDENT OF COUNCIL

POSTED: 09/06/2023

EFFECTIVE DATE: 09/05/2023

REAL ESTATE TRANSFER AGREEMENT

This Agreement ("Agreement"), is made by and between the CITY OF OBERLIN, OHIO ("City") and the REVITALIZATION STRATEGIES GROUP, LLC, ("RSG").

WHEREAS, City is a Chartered Ohio municipal corporation and political subdivision organized pursuant to the Constitution and laws of the State of Ohio and is the owner of certain parcels of vacant land identified on Exhibit A attached hereto ("Property").

WHEREAS, City acquired said Property from the Lorain County Land Reutilization Corporation through disposition authorized by Section 323.78 of the Ohio Revised Code; and

WHEREAS, City desires to make said Property available to facilitate housing opportunities for persons within the City of Oberlin; and

WHEREAS, RSG is a Texas Limited Liability Company whose business operations include the construction, development, leasing, sale and preservation of housing and the creation of homeownership opportunities; and

WHEREAS, City has the authority under Sections 13 and 16 of Art. VIII of the Constitution of the State of Ohio to donate land to enhance the availability of adequate housing in the state and to improve the economic and general well-being of the people of the state.

NOW, THEREFORE, City and RSG agree as follows:

WITNESSETH:

1. Donation and Transfer of Property. City does hereby agree to donate and transfer to RSG, under the conditions hereinafter provided, all of City's right, title, and interest in and to the Property.
2. Use of the Property: The Property shall be used by RSG solely for the construction, leasing and sale of single-family residential housing to enhance the availability of adequate housing and for the creation of homeownership in Oberlin through such means as RSG shall deem appropriate in RSG's sole discretion.
3. Assignment: Prior to or at the time of Transfer, RSG shall, at its sole expense, form an Ohio limited liability company (the "Company"), of which RSG shall be the sole member. The Company's articles of organization shall be filed by RSG with the Ohio Secretary of State prior to Closing and shall be acceptable to the City. City and RSG shall execute an assignment of this Agreement under which City will transfer the Property to the Company, and RSG shall assign all of its rights, duties, and obligations under this Agreement to the Company. Upon the assignment, the obligations of RSG under this agreement shall be the joint and several obligations of the Company and RSG. The Company and RSG shall indemnify the City with respect to all matters arising after the Transfer.

4. Inspections by RSG. Prior to Transfer, RSG shall have the opportunity to obtain approvals of such governmental and quasi-governmental authorities and to conduct and obtain such tests, surveys, studies, reports and inspections to determine in its sole discretion if the Property is suitable for RSG's acquisition. City shall provide RSG with reasonable access to the Property so that RSG may conduct its inspections. If any tests, surveys, studies, reports and inspections disclose any condition unacceptable to RSG, then RSG shall deliver written notice to City, and City, at its sole option, may remedy the condition that RSG has objected to. In the event that City is unwilling or unable to cure any objection made by RSG prior to Transfer, RSG may, by written notice to City, either (i) terminate this Agreement, at which time the parties shall be released from all further obligations under this Agreement, or (ii) waive such condition. City agrees that it shall initiate the rezoning of Permanent Parcel Nos. 0900096103023 and 0900096103024 to the R1(A) zoning district classification or, in the alternative, shall cooperate with RSG in the initiation of such rezoning and related proceedings.

5. Evidence of Title and Other Costs and Expenses: At RSG's election and at its expense, a title search and title commitment with respect to the Property from a title agency selected by RSG (the "Title Agency"). The commitment shall be issued within thirty (30) days of the last execution of this Agreement, but such time may be extended if required to complete the Survey as provided in Paragraph 7 below. RSG shall pay the cost of any owner's policy of title insurance or other assurance, or guaranty of title desired by RSG, and RSG shall pay any other Transfer costs or escrow fees imposed by any Title Agency engaged by RSG to handle the Transfer (hereinafter defined) or to issue a policy of title insurance. City shall pay any transfer taxes required for the transfer of the Real Estate to RSG and the cost of recording the deed at Transfer. If City is, for any reason, unable to convey marketable title at Transfer, or if RSG has any objection to the status of title to the Property, the Transfer shall be delayed for a period of time, not to exceed thirty (30) days to remedy any defect in or objection to the title. Marketability of title shall be determined in accordance with the Ohio State Bar Title Standards. In the event any such condition affecting Marketability of title or any objection of RSG cannot be remedied, RSG's sole remedy shall be to terminate this Agreement.

6. Condition of the Property. The Property will be transferred in its present "AS-IS" condition. City makes no representation, covenant, or warranty whatsoever, express or implied, regarding the property, including, without limitation, the Property's compliance with the requirements of any law, rule, specification, or contract pertaining thereto; the applicable zoning requirements; the propriety of any proposed uses or the continuation of uses thereof, former or present; the title thereto and the condition thereof. RSG shall be solely responsible for conducting its own tests, studies, and inspections in order to satisfy itself as to the condition of the Property and its suitability of the Property for its intended use. RSG acknowledges that it is accepting title to the Property "AS IS" "WHERE IS" AND "WITH ALL FAULTS."

7. Survey and Legal Description/Lot Split. Prior to Transfer, City shall secure at its expense a survey and legal description of the Property or any component thereof that is required by the County Land Map Department. In addition, prior to Transfer, the City shall secure at its expense a survey and legal description for the combination of Parcel Nos. 0900074104006, 0900074104007 and 0900074104008 as well as Parcel Nos. 0900096103023 and 0900096103024.

8. **Utilities and Taxes.** Real estate taxes and assessments, if any, that are a lien but not yet due shall be prorated as of the date of transfer on the basis of a 360-day year and the amounts shown on the then latest available County Auditor's tax duplicate.

9. **Transfer.** The Transfer of the Property (the "Transfer") shall be made by a duly executed quit-claim deed conveying title to the Property to RSG. The Deed shall contain the following terms and restrictions:

- (a) a restriction to assure that the Property is developed and used for the purposes for which it is donated;
- (b) a restriction to prohibit the use of natural gas for the operation of HVAC systems and appliances without the consent of City;
- (c) a reversion of title to any component of the Property in the event an occupancy permit has not been issued within three (3) years of the Transfer.

The Transfer shall be completed as soon as practicable. Possession of the Property shall be given to RSG on the date of Transfer. City shall be responsible for the cost of recording the deed and any other administrative cost associated with the Transfer of Property.

10. **Notices.** Notices required or permitted hereunder shall be in writing and shall be deemed to have been given from the time of receipt by the addressee if delivered in person or sent by facsimile or courier or as of the third business day after deposit in the United States mail, postage prepaid for registered or certified mail. Notices shall be directed to the Board and City at the following addresses:

To City: City of Oberlin, Ohio
69 South Main Street
Oberlin, OH 44074
Attention: City Manager
rhillard@cityofoberlin.com
(440) 775-7217

To RSG Revitalization Strategies Group, LLC
Attention: Michael Bowen

or to the attention of such other person or to such other address or addresses as either party may from time to time designate by notice to the other in the manner herein provided.


11. **Entire Agreement.** All understandings and agreements made heretofore between RSG and City are merged into this Agreement, including the Exhibits hereto, which fully and completely express the agreement between the parties and the same is entered into after full investigation, neither party relying upon any statement, representation, agreement or understanding, oral or written, not set forth in this Agreement or an addendum hereto signed by the parties.

12. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Law. This Agreement shall be governed by the laws of the State of Ohio.

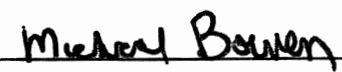
IN WITNESS WHEREOF, the parties on the date set forth have signed this Agreement.

CITY OF OBERLIN, OHIO

By:  9-7-2023
Robert Hillard Date

Its: City Manager

REVITALIZATION STRATEGIES GROUP, LLC

By:  12-2-2023
Date

Its: President

Approved as to form:

 9/6/23
Jon D. Clark, Law Director Date

EXHIBIT A

<u>ADDRESS</u>	<u>PERMANENT PARCEL NO.</u>
225 Sumner Street	0900096109013
N. Prospect Street	0900074104006 0900074104007 0900074104008
878 Kimberly Circle	0900088104018
Smith Street	0900096103023 0900096103024.
69 S. Park Street	0900086110035