

**CITY OF OBERLIN, OHIO**

**ORDINANCE No. 23-57 AC CMS**

AN ORDINANCE DECLARING REAL PROPERTY LOCATED AT 20 LOCUST STREET, BEING LORAIN COUNTY AUDITOR'S PERMANENT PARCEL NO. 09-00-096-101-003 TO BE SURPLUS AND NOT NEEDED FOR ANY CURRENT MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL SAID PROPERTY FOR A GROSS PURCHASE PRICE OF TWENTY-FIVE THOUSAND DOLLARS.

WHEREAS, the City of Oberlin is the owner of vacant land located at 20 Locust Street being Lorain County Auditor's Permanent Parcel No. 09-00-096-101-003, ("Property");

WHEREAS, the Property is not needed for any current municipal purposes, and the city desires to accept an offer to purchase the property from an adjoining property owner.

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

SECTION 1: That the real property located at 20 Locust Street, Oberlin, Ohio being Lorain County Auditor's Permanent Parcel No. 09-00-096-101-003 more fully described in **Exhibit A** attached hereto, is hereby declared to be surplus and not necessary for any current municipal purpose.

SECTION 2: That the City Manager is hereby authorized and directed to enter into an agreement to sell said Property in substantially the form attached hereto as **Exhibit B**, and to execute all such other instruments as may be necessary or convenient to transfer said Property pursuant to the terms of the Agreement.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: August 21, 2023

2nd Reading: \_\_\_\_\_

3rd Reading: \_\_\_\_\_

ATTEST:



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BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL

POSTED: 08/22/2023



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BRYAN BURGESS  
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 9/20/2023

**REAL ESTATE PURCHASE AND SALE AGREEMENT**  
**20 Locust Street**  
**Oberlin, Ohio 44074**

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement")** is made and entered into by and between the City of Oberlin, an Ohio municipal corporation, (hereinafter "Seller"), and Johnny W. Harris, (hereinafter "Buyer"), collectively referred to herein as the "Parties" being effective as of the date of the last execution hereof.

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

**1. PURCHASE OF PROPERTY.** Upon and subject to the terms and conditions hereinafter set forth, Seller agrees to sell, and Buyer agrees to purchase the real estate being vacant land situated at 20 Locust Street, Oberlin OH 44074, having been assigned Lorain County Auditor's Permanent Parcel Number 09-00-096-101-003, ("Property"), together with all right, title and interest of Seller in and to any land lying in the right of way of any street in front of or adjoining the Property to the center line thereof. A legal description of the Property is attached hereto as Exhibit "A."

**2. PURCHASE PRICE.** The purchase price for the Property (the "Purchase Price") shall be Twenty-Five Thousand Dollars (\$25,000.00).

**3. EVIDENCE OF TITLE AND OTHER COSTS AND EXPENSES.** The Buyer may obtain, at its election and at the Buyer's sole expense, a title search and title commitment with respect to the Property from a title agency selected by the Buyer (the "Title Agency"). The Buyer shall pay the cost of any owner's policy of title insurance or other assurance or guaranty of title desired by the Buyer. The Buyer shall pay any other closing costs or escrow fees imposed by any Title Agency engaged by the Buyer to handle the Closing, (hereinafter defined) or to issue a policy of title insurance. The Seller shall pay any transfer taxes or conveyance fee required for the transfer of the Property to Buyer and the cost necessary (if any) to update the legal description of the Property as may be required by the Lorain County Auditor. Buyer shall pay any other costs associated with the transfer of title. Transfer of title shall occur within forty-five (45) days of this last execution of this Agreement

**4. AS-IS TRANSFER.** The Buyer agrees and understands that the Seller's conveyance and the Buyer's acquisition of the Property shall be on an "AS-IS, WHERE IS" basis, and the Seller makes no warranties or representations whatsoever regarding the Property, including, without limitation, the zoning applicable thereto, the propriety of any proposed uses thereof, or the continuation of uses thereof, former or present, or the state of title or physical condition of the Property. Buyer has relied exclusively upon Buyer's own inspection of the Property and the conditions of title thereto.

**5. TAXES AND ASSESSMENTS.** Buyer shall be credited with real estate taxes and assessments that are a lien but not yet due and payable, if any, at Closing.

**6. DEED.** Upon payment of the Purchase Price, Seller shall tender to Buyer a Quit Claim deed (the "Deed") conveying to Buyer all of Seller's right, title and interest in and to the Property, subject to real estate taxes and assessments not then due and payable, if any, and those easements, conditions and restrictions of record. The Deed shall be prepared by Seller.

7. **POSSESSION.** Seller shall deliver full and exclusive possession of the Property to Buyer upon transfer of title.

8. **CASUALTY.** If the Property is damaged or destroyed by fire or other cause prior to the transfer of title, then Buyer shall complete the purchase and receive the proceeds from any insurance carried by Seller covering such damage or destruction.

9. **BROKERS.** Seller and Buyer warrant and represent to each other that no real estate broker initiated or otherwise brought about the sale of the Property, and no brokerage fees are or will become due.

10. **NOTICES.** Any notification provided for herein must be in writing and shall be deemed to have been given when mailed, postage prepaid, by registered or certified mail, addressed as follows:

To Seller:                   City of Oberlin  
                                  Attn: City Manager  
                                  69 South Main  
                                  Street Oberlin.  
                                  OH 44074

To Buyer:                   Johnny W. Harris  
                                  393 Lincoln Street  
                                  Oberlin OH 44074

12. **NON-FOREIGN STATUS.** Seller hereby certifies that Seller is not a "nonresident alien", "foreign corporation", "foreign partnership", "foreign trust," or "foreign state" within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

13. **SUCCESSORS AND ASSIGNS.** The terms of this Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors and assigns of the parties hereto. However, neither party may assign this Agreement without the other party's express written consent.

14. **SURVIVAL.** All covenants, promises, understandings, and agreements herein contained shall be made as of the date hereof; shall be deemed to be made again at the closing and shall survive the closing and delivery and recording of the Deed notwithstanding any inspections or investigations made by Buyer.

15. **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.

16. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts, which shall be construed as a single agreement.

(Signature Page to Follow)

**SELLER:  
CITY OF OBERLIN, OHIO**

By: Rosalind Hillard 10/2/2023  
Robert Hillard Date

Its: Acting City Manager

**BUYER:**  
Johnny W. Harris 10-5-23  
Johnny W. Harris Date

Approved as to form:

Jon D. Clark 10/2/23  
Jon D. Clark, Law Director Date

EXHIBIT A

Situated in the City of Oberlin, County of Lorain and State of Ohio: Being the east part of Village Lot No. 93 of said Village, Plat recorded in Volume 1, Page 17 of Lorain County Records and rerecorded in Plat Volume 5, Page 30 of Lorain County Records and being a part of Original Russia Township Lot 96 bounded, beginning at a point two (2) chains and ten (10) links 138.6 feet east from the east line of South Main Street in the South line of Lot No. ninety-three (93) and in the North line of Locust Street (formerly Mechanic Street); thence east in said line to land formerly owned by D. R. Alexander Deed Volume 45, Page 436; thence North in said Alexander's West line to the North line of said Lot No. ninety-three (93) and thence west to a point two (2) chains and ten (10) links 138.6 east of the east line of South Main Street and in the North line of said Lot ninety-three (93); thence South to the place of beginning, containing eighteen (18) rods of land. Also one other parcel of land, and known as being part of Oberlin Village Lot No. 92 and Recorded in Plat Volume 1, Page 18 of Lorain County Records and rerecorded in Plat Volume 5, Page 30 of Lorain County Records and part in the Southeast portion of the Lot deeded Sarah Morris, by Charles A. Felch Deed Volume 58, Page 249 and known as the West part of Village Lot Number Ninety-two (92) and recorded in Volume 58, page 249 and 250 of Lorain County Records of Deeds and described as follows: Beginning at the Northwest corner of land owned by Gerry Worcester, Deed Volume 110, Page 466 as described above, then East along said Worcester's North line, sixty-two (62) feet; thence North twenty-five (25) feet; thence West sixty-two feet; thence South Twenty-five (25) feet to the place of beginning. Be the same more or less, but subject to all legal highways.

Permanent Parcel No. 09-00-096-101-003

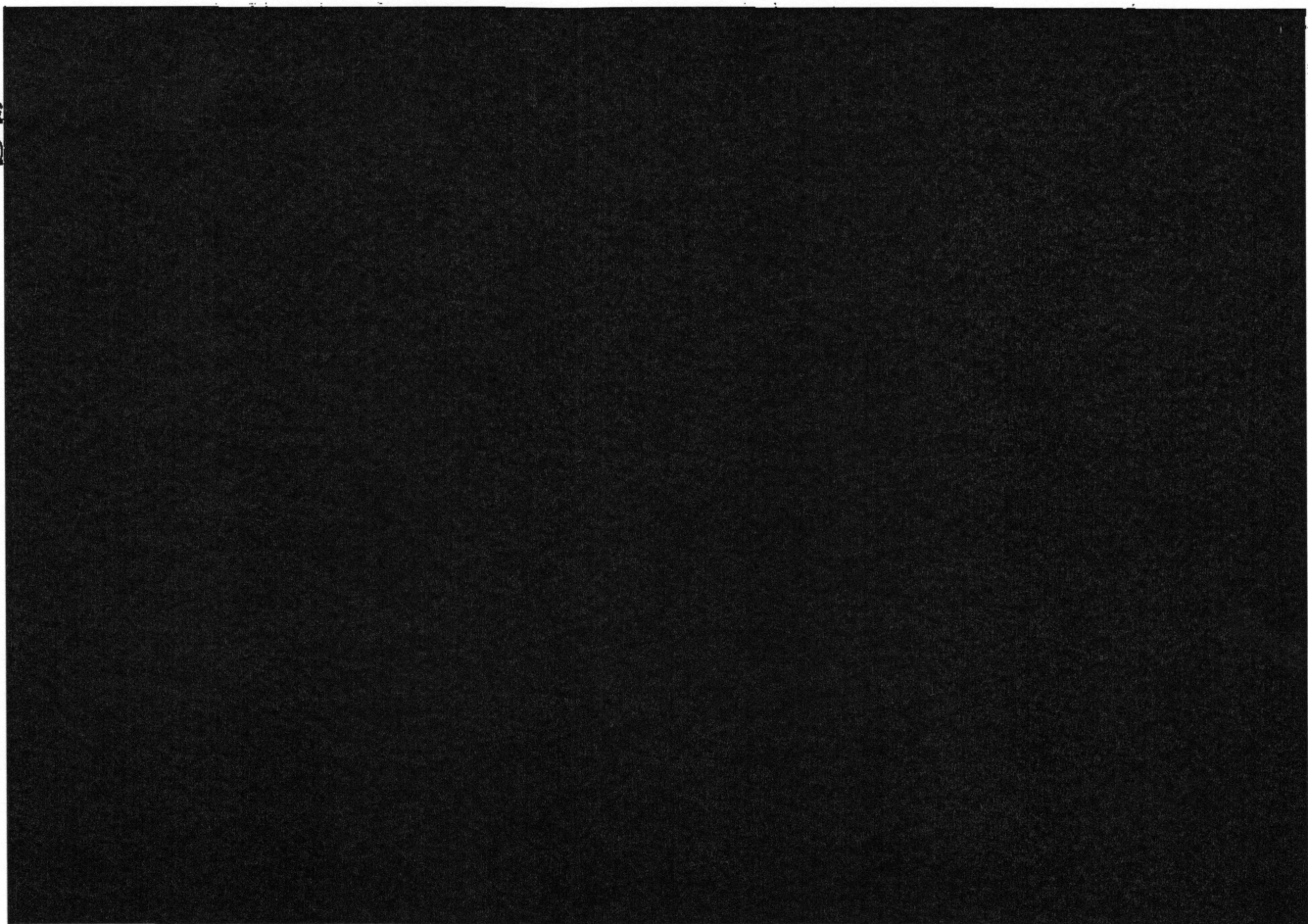
Commonly known as a vacant lot directly West of 26 Locust Street; starting 138.60 feet from the northeast corner of S. Main Street and Locust Street and ending 196.60 feet from the northeast corner of S. Main Street and Locust Street, Oberlin, Ohio 44074.

NOTE: The above legal description will be stamped to update legal: 2 descriptions, 1 parcel, at time of transfer per Lorain County Tax Map Department.

UPDATE LEGAL BEFORE NEXT TRANSFER

TRANSFER ENGINEERS DEPT.

2 Descriptions 1 Parcel  
10/22/20



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