

CITY OF OBERLIN, OHIO

ORDINANCE No. 24-68 AC CMS

AN ORDINANCE AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 95 SOUTH MAIN STREET, LLC, FOR THE PURCHASE OF 0.064 ACRES OF LAND LOCATED ON THE NORTH SIDE OF EAST VINE STREET TO GO INTO IMMEDIATE EFFECT

WHEREAS, the City of Oberlin Public Works Department has successfully applied for funding from the Ohio Department of Transportation Municipal Bridge Program to replace the bridge on East Vine St. over Plum Creek, ODOT PID 119360; and

WHEREAS, This Council awarded the bridge design contract to American Structurepoint, Inc. by Ordinance 23-51 and authorized an amendment to said contract by Ordinance 24-07; and

WHEREAS, in the preparation of plans for the replacement of the bridge, it has been determined that additional right-of-way, 0.064 acres of Permanent Parcel Number 09-00-086-102-095, is necessary to construct, operate and maintain the new bridge; and

WHEREAS, 95 South Main Street, LLC is the owner of Parcel Number 09-00-086-102-095; and

WHEREAS, American Structurepoint, Inc. and its sub-consultant, O.R. Colan & Associates have complied with all of the requirements of the Uniform Relocation Act in its successful negotiations with the property owner on behalf of the City of Oberlin.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of members elected thereto concurring:

SECTION 1. That the Interim City Manager is hereby authorized and directed to enter into a Contract for Sale and Purchase of Real Property with 95 S. Main St. Oberlin LLC as Seller and the City of Oberlin as Buyer for a purchase price of Twenty-Five Thousand and Fifty Dollars (\$25,050.00) in substantially the form attached hereto as Exhibit A and to execute any and all other documents or instruments and to take such other actions as may be necessary or convenient to discharge the City's obligations under 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. To provide the necessary additional public right-of-way to construct, operate and maintain the East Vine St. bridge" and provided that at least five (5) members of the Council determine by motion, this Ordinance shall go into full force and effect immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: November 18, 2024

2nd Reading: _____

3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



EBONI A. JOHNSON
PRESIDENT OF COUNCIL

POSTED: 11/19/2024

EFFECTIVE DATE: 11/18/2024

EXHIBIT A

ODOT LPA RE 840-L
Rev. 02/2021

CSR
LPA

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITHOUT BUILDING(S)

PARCEL(S): 11-WD, T
119360

This Agreement is by and between the City of Oberlin, Ohio ["Purchaser"] and 95 S. Main St Oberlin LLC, an Ohio limited liability company ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$25,050.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) none.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and

void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Oberlin, Ohio and 95 S. Main St Oberlin LLC, an Ohio limited liability company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

95 S. MAIN ST OBERLIN LLC,
AN OHIO LIMITED LIABILITY COMPANY

Sign: Jill Sawyer
By: Jill Sawyer
Title: Member
Date: 9-25-2024

City of Oberlin, Ohio

Jeff Baumann
Public Works Director

Date: _____

EXHIBIT A

Page 1 of 2

Rev. 06/09

LPA RX 851 WD

DLS

Ver. Date 04/11/2024

PID 119360

**PARCEL 11-WD
LOR-CR 502-0.142 (E VINE ST)**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
"CITY OF OBERLIN, OHIO", LORAIN COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Lorain, City of Oberlin, being located in Original Russia Township Lot Numbers 86, Township 5, Range 18, Connecticut Western Reserve, being a part of Lot 183 and Lot 188 of the Original Plat of Oberlin, of record in Plat Book 5, Page 30, and being part of that tract of land described in a deed to **95 S Main St Oberlin LLC**, of record in **Instrument Number 2018-0670409** (herein referred to as "95 S Main tract"), all records herein are on file at the Office of the Recorder for Lorain County, Ohio, being a parcel on the left side of the centerline of right-of way for East Vine Street, as delineated on the centerline plat for LOR-CR 502-0.142 (E Vine St), of record in Plat Book _____, Page _____, said parcel being further bounded and described as follows:

Commencing for reference at the intersection of the existing north right-of-way line for East Vine Street (fka Mill Street; 49.50' R/W width), as delineated on said Original Plat of Oberlin, and the existing east right-of-way line for Main Street (R/W width varies), as delineated on said Original Plat of Oberlin, being the southwest corner of said Lot 188, being the southwest corner of said 95 S Main tract, (reference a drill hole found bearing South 89 degrees 37 minutes 56 seconds East at a distance of 0.11 feet), said point being 25.08 feet left of East Vine Street centerline of right-of-way station 100+39.45 and being 38.90 feet right of Main Street center line of right-of-way station 400+25.93;

Thence **South 89 degrees 37 minutes 56 seconds East**, along the existing north right-of-way line for said East Vine Street, along the south line of said 95 S Main tract, a distance of **88.24 feet** to a MAG spike set, said MAG spike being the **TRUE POINT OF BEGINNING** for this description and being 25.08 feet left of East Vine Street centerline of right-of-way station 101+27.69;

Thence **North 36 degrees 54 minutes 11 seconds East**, across said 95 S Main tract, a distance of **26.04 feet** to an iron pin set, said iron pin being 46.00 feet left of East Vine Street centerline of right-of-way station 101+43.19;

EXHIBIT A

LPA RX 851 WD

Page 2 of 2

Rev. 06/09

Thence **North 66 degrees 13 minutes 51 seconds East**, continuing across said 95 S Main tract, a distance of **28.49 feet** to an iron pin set on the north line of said 95 S Main tract, being on the south line of that tract of land described in a deed to City of Oberlin, Ohio, of record in Deed Volume 1179, Page 619 (herein referred to as "City of Oberlin Tract 1"), said iron pin being 57.65 feet left of East Vine Street centerline of right-of-way station 101+69.19;

Thence **South 88 degrees 15 minutes 49 seconds East**, along the north line of said 95 S Main tract, along the south line of said City of Oberlin Tract 1, along the south line of that tract of land described in a deed to City of Oberlin, Ohio, of record in Deed Volume 936, Page 234 (herein referred to as "City of Oberlin Tract 2"), a distance of **60.78 feet** to a 5/8-inch iron pin found with a cap inscribed "RAFTER A. LTD CORNER PIN" at the northeast corner of said 95 S Main tract, being a southwest corner of said City of Oberlin Tract 2, said iron pin being 56.20 feet left of East Vine Street centerline of right-of-way station 102+29.96;

Thence **South 01 degree 25 minutes 08 seconds West**, along the east line of said 95 S Main tract, along a west line of said City of Oberlin Tract 2, (passing a 3/4-inch iron pipe found in concrete at a distance of 13.71), a total distance of **31.12 feet** to the southeast corner of said 95 S Main St tract, being a southwest corner of said City of Oberlin Tract 2, being on the existing north right-of-way line for said East Vine Street, (reference a 3/4-inch iron pipe found bearing South 89 degrees 37 minutes 56 seconds East at a distance of 0.11 feet), said point being 25.08 feet left of East Vine Street centerline of right-of-way station 102+29.38;

Thence **North 89 degrees 37 minutes 56 seconds West**, along the existing north right-of-way line for said East Vine Street, along the south line of said 95 S Main tract, a distance of **101.69 feet** to the **TRUE POINT OF BEGINNING** for this description.

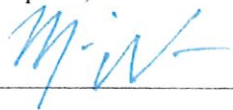
The above described right-of-way parcel contains a total area of **0.064 acres** (0.000 acres located within present road occupied), all of which is located within Lorain County Auditor's parcel number 09-00-086-102-095.

Bearings described hereon are based on South 89 degrees 37 minutes 56 seconds East for the centerline of right-of-way for East Vine Street, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

Where referenced, iron pins set are 5/8-inch diameter by 30-inch long rebar with a cap inscribed "ASI FIRM 1648".

The above described right-of-way parcel was prepared under the direct supervision of Michael J. Ward, Registered Professional Surveyor No. 8808, on February 16, 2024, is based on an actual field survey performed by American Structurepoint, Inc. between August 8, 2023 and August 25 2023, and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.



Michael J. Ward
Registered Professional Surveyor No. 8808



4/17/24
Date

EXHIBIT A

LPA RX 887 T
DLS
Ver. Date 04/11/2024

Page 1 of 2
Rev. 07/09

PID 119360

**PARCEL 11-T
LOR-CR 502-0.142 (E VINE ST)**

**TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A WALK AND COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
"CITY OF OBERLIN, OHIO", LORAIN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Lorain, City of Oberlin, being located in Original Russia Township Lot Numbers 86, Township 5, Range 18, Connecticut Western Reserve, being a part of Lot 188 of the Original Plat of Oberlin, of record in Plat Book 5, Page 30, and being part of that tract of land described in a deed to **95 S Main St Oberlin LLC**, of record in **Instrument Number 2018-0670409** (herein referred to as "95 S Main tract"), all records herein are on file at the Office of the Recorder for Lorain County, Ohio, being a parcel on the left side of the centerline of right-of-way for East Vine Street, as delineated on the centerline plat for LOR-CR 502-0.142 (E Vine St), of record in Plat Book _____, Page _____, said parcel being further bounded and described as follows:

Commencing for reference at the intersection of the existing north right-of-way line for East Vine Street (fka Mill Street; 49.50' R/W width), as delineated on said Original Plat of Oberlin, and the existing east right-of-way line for Main Street (R/W width varies), as delineated on said Original Plat of Oberlin, being the southwest corner of said Lot 188, being the southwest corner of said 95 S Main tract, (reference a drill hole found bearing South 89 degrees 37 minutes 56 seconds East at a distance of 0.11 feet), said point being 25.08 feet left of East Vine Street centerline of right-of-way station 100+39.45 and being 38.90 feet right of Main Street center line of right-of-way station 400+25.93;

Thence **South 89 degrees 37 minutes 56 seconds East**, along the existing north right-of-way line for said East Vine Street, along the south line of said 95 S Main tract, a distance of **65.74 feet** to the **TRUE POINT OF BEGINNING** for this description, said point being 25.08 feet left of East Vine Street centerline of right-of-way station 101+05.19;

Thence across said 95 S Main St tract along the following five (5) described courses:

1. **North 00 degrees 22 minutes 04 seconds East**, a distance of **2.92 feet** to a point, (reference a south wall of a 2-story building bearing North 01 degree 23 minutes 11 seconds East at a distance of 0.33 feet), said point being 28.00 feet left of East Vine Street centerline of right-of-way station 101+05.19;

EXHIBIT A

LPA RX 887 T

Page 2 of 2

Rev. 07/09

2. **South 89 degrees 37 minutes 56 seconds East**, a distance of **14.75 feet** to a point, (reference a southeast corner of a 2-story building bearing North 58 degrees 13 minutes 31 seconds West at a distance of 0.14 feet), said point being 28.00 feet left of East Vine Street centerline of right-of-way station 101+19.94;
3. **North 00 degrees 22 minutes 04 seconds East**, a distance of **7.00 feet** to a point, (reference the east wall of a 2-story building bearing North 88 degrees 47 minutes 25 seconds West at a distance of 0.02 feet), said point being 35.00 feet left of East Vine Street centerline of right-of-way station 101+19.94;
4. **South 89 degrees 37 minutes 56 seconds East**, a distance of **15.10 feet** to a point on the proposed north right-of-way line for said East Vine Street, said point being 35.00 feet left of East Vine Street centerline of right-of-way station 101+35.04;
5. **South 36 degrees 54 minutes 11 seconds West**, along the proposed north right-of-way line for said East Vine Street, a distance of **12.35 feet** to a point on the existing north right-of-way line for said East Vine Street, being on the south line of said 95 S Main tract, said point being 25.08 feet left of East Vine Street centerline of right-of-way station 101+27.69;

Thence **North 89 degrees 37 minutes 56 seconds West**, along the existing north right-of-way line for said East Vine Street, along the south line of said 95 S Main tract, a distance of **22.50 feet** to the **TRUE POINT OF BEGINNING** for this description.

The above described temporary easement contains a total area of **0.004 acres**, all of which is located within Lorain County Auditor's parcel number 09-00-086-102-095.

Bearings described hereon are based on South 89 degrees 37 minutes 56 seconds East for the centerline of right-of-way for East Vine Street, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above described temporary easement was prepared under the direct supervision of Michael J. Ward, Registered Professional Surveyor No. 8808, on February 16, 2024, is based on an actual field survey performed by American Structurepoint, Inc. between August 8, 2023 and August 25 2023, and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Michael J. Ward
Registered Professional Surveyor No. 8808



4/17/24
Date