

## CITY OF OBERLIN, OHIO

### ORDINANCE NO. 26-06 AC CMS

AN ORDINANCE DECLARING 8.6994 ACRES OF REAL PROPERTY LOCATED ON U.S. ROUTE 20 TO BE SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL SAID PROPERTY TO GPH HOLDINGS, LLC TO GO INTO IMMEDIATE EFFECT.

WHEREAS, the City of Oberlin is the owner of 8.6994 acres of vacant land located on the South side of US Route 20 in Oberlin, having been assigned Lorain County Auditor's Permanent Parcel No. 14-00-027-000-007 ("Property"); and

WHEREAS, GPH Holdings, LLC, an Ohio Limited Liability Company, desires to purchase said Property for \$22,000 per acre for development and use as soccer fields in combination with 6.2100 acres of abutting property owned by GPH Holdings, LLC, and the City has determined that this price represents fair market value.

WHEREAS, the City Manager has executed an agreement with GPH Holdings, LLC for the sale of the Property ("Agreement"), which Agreement is subject to approval by the Oberlin City Council.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio.

SECTION 1. That it is hereby determined that 8.6994 acres of land owned by the City of Oberlin, which is the subject of the Agreement, is not needed for any current or reasonably foreseeable future municipal purpose and that the sale of the land is in the best interest of the City; and

SECTION 2: That the terms of the Agreement between the City of Oberlin and GPH Holdings, LLC, for the sale of 8.6994 acres of land owned by the City of Oberlin, substantially in the form attached hereto as **Exhibit A**, is hereby approved, and the execution of said Agreement by the City Manager is hereby ratified.

SECTION 3: That the City Manager is hereby authorized and directed to do all things necessary to fulfill the terms of the Agreement and complete the sale, including the execution of the deed of conveyance.

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 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 5. To facilitate the productive use of land not currently needed for municipal purposes, and provided that at least five (5) members of Council are determined 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: February 2, 2026  
2nd Reading: \_\_\_\_\_  
3rd Reading: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL

  
\_\_\_\_\_  
EBONI A. JOHNSON  
PRESIDENT OF COUNCIL

POSTED: 02/03/2026

EFFECTIVE DATE: 02/02/2026

## **PRE-ANNEXATION AND DEVELOPMENT AGREEMENT**

**THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as by and between the City of Oberlin, an Ohio chartered municipal corporation, (hereinafter "City"), and GPH Holdings, LLC, an Ohio Limited Liability Company (hereinafter "Developer"), collectively City and Developer shall be referred to herein as (the "Parties"), being effective as of the date of the last execution hereof (hereinafter "Effective Date").

**WHEREAS**, the City is the owner of an adjacent parcel, having been assigned Lorain County Auditor's Permanent Parcel No. 14-00-027-000-007, also known as "Vacant land, U.S. Route 20, Oberlin, Ohio 44074" and will consist of three parcels: **PARCEL A** (17.5469 Acres), **PARCEL B** (3.2637 Acres); and **PARCEL C** (8.6994 Acres) as identified in **Exhibit B** which is attached hereto and made a part hereof, of which the Developer desires to purchase 8.6994 acres of vacant land which is also known as **PARCEL C** which is located at 46789 U.S. Route 20, Oberlin, Ohio 44074 (hereinafter "City Parcel" or "**PARCEL C**"), said City Parcel being described on **Exhibit A – "PARCEL C – Lot Split Legal description"** which is attached hereto and made a part hereof; and

**WHEREAS**, the City Parcel is within the corporate limits of the City of Oberlin, which Developer desires to purchase to construct additional outdoor natural grass and turf soccer fields and, possibly, an additional indoor sports training facility (the "Expansion Project"); and

**WHEREAS**, the Developer owns certain real property located in Pittsfield Township, Lorain County, Ohio, adjacent to U.S. Route 20 and contiguous to the Oberlin corporate boundary having been assigned Lorain County Auditor's Permanent Parcel No. 14-00-027-000-006 (the "Existing Facility"); and

**WHEREAS**, the Developer intends to erect an additional 30,325 square foot climate controlled clear span steel building upon Lorain County Auditor's Permanent Parcel No. 14-00-027-000-006 as a part of the Expansion Project; and

**WHEREAS**, Developer, has offered to purchase said City Parcel for \$22,000.00 per acre to facilitate the construction and operation of the Expansion Project, in accordance with this Agreement; and

**WHEREAS**, the Existing Facility is located within the Pittsfield Township and is within the "District" identified in and subject to a certain Annexation Agreement dated November 9, 2006, made by and between the City of Oberlin and the Pittsfield Township Board of Trustees; and

**WHEREAS**, the Parties intend to (a) transfer the City Parcel to Developer, (b) combine the City Parcel with the Existing Facility, ("Combination Parcel"), (c) annex the Existing Facility into the City of Oberlin, and (d) facilitate the construction and operation of the Expansion Project, in accordance with this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

**1. PURCHASE OF CITY PARCEL.** Upon and subject to the terms and conditions hereinafter set forth, City agrees to sell, and Developer agrees to purchase the City Parcel.

**2. PURCHASE PRICE.** The purchase price for the City Parcel (the "Purchase Price") shall be One Hundred Ninety-One Thousand Three Hundred Eighty-Six Dollars and 80 Cents (\$191,386.80).

**3. ESCROW, EVIDENCE OF TITLE, AND COSTS AND EXPENSES.** An escrow with a Title Agency ("Escrow Agent") shall be established to transfer title to the City Parcel in accordance with the terms of this Agreement. The Escrow Agent will be selected jointly by the Parties. The Developer may obtain, at its election and at the Developer's expense, a title search and title commitment with respect to the City Parcel from the Title Agency. The Developer shall pay the cost of any owner's policy of title insurance or other assurance or guaranty of title desired by the Developer. The City and Developer shall share equally in the cost of escrow imposed by any title agency engaged to handle the Closing, (hereinafter defined). The City shall pay any transfer taxes or conveyance fees required for the transfer of the City Parcel to the Developer. Developer shall pay any other costs associated with the transfer of title of the City Parcel.

Closing shall occur only after this Agreement has been executed by both Parties. If Developer fails to commence construction of Expansion Project within twenty-four (24) months of Closing, the City may repurchase the City Parcel at the Purchase Price.

All documents and funds related to the purchase of the City Parcel shall be deposited into escrow with the Escrow Agent in time to permit the Closing on a date (the "Closing Date"). However, if such day would fall on a Saturday, Sunday or legal holiday, then the Closing Date shall be the next day that is not a Saturday, Sunday or legal holiday. The term "Closing" means the recording of the Deed (hereinafter defined) and the disbursement of funds by the Escrow Agent in accordance with the terms hereof.

**4. ZONING AND PERMITTED USES.** The parties are of the opinion that, upon annexation of the Existing Facility, the uses thereof then existing shall, if in conflict with any prospective rezoning, constitute a law non-conforming use and that such non-conforming use shall extend to the Combination Parcel. Notwithstanding, the City agrees to use all best efforts to apply the appropriate zoning classification to permit the intended use of the Combination Parcel.

**5. TAXES AND ASSESSMENTS.** Developer 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, City shall tender to Developer a Quit Claim deed (the "Deed") conveying to Developer all of the City's right, title, and interest in and to the City Parcel, subject to real estate taxes and assessments not then due and payable, if any, and those easements, conditions and restrictions of record and further subject to a reservist of a perpetual easement over, under, and across the City Parcel for the purpose of installing, operating, maintaining, repairing, replacing, and removing utilities, including, but not limited to, water, sewer, gas, electric,

and telecommunications facilities. The easement shall encumber an area 715.09 feet in length and 50 feet in width, more or less, located along the western boundary of the City Parcel. Said easement is depicted on Exhibit B attached hereto.

7. **POSSESSION.** The City shall deliver possession of the City Parcel to Developer upon transfer of title.

8. **FINANCING.** The closing of this transaction shall be conditioned upon the Developer's obtaining a mortgage-secured loan in the amount necessary to purchase the City Parcel. Developer shall exercise diligence and good faith in obtaining such funding. Developer shall obtain all approvals for financing within thirty (30) days of the Effective Date. In the event the Developer shall fail or be unable to obtain such approvals within the time required hereunder, and unless such time period has been extended by written agreement between the Parties, this Agreement shall terminate automatically, and all funds and documents deposited shall be returned to the depositor thereof and neither party shall have any further obligation to the other by reason of this Agreement.

9. **COMBINATION OF PROPERTY AND ANNEXATION:** City and Developer acknowledge that to transfer the City Parcel to Developer, it will be necessary that Developer combine the City Parcel with the Existing Facility ("Combination Parcel"). Developer agrees that after the transfer of title of the City Parcel to the Developer and upon request of the City, the Developer shall prepare and file an annexation petition under O.R.C. §709.02, including metes-and-bounds descriptions certified by a registered surveyor. Developer shall also execute any and all documents and will take all such additional actions as may be necessary or convenient to enable the annexation of the Combined Parcel that comprises the Existing Facility to the City of Oberlin. The City shall adopt necessary resolutions of support, appear before the Lorain County Commissioners to institute and prosecute such annexation on behalf of Developer and shall appoint an Agent for such annexation proceedings. The annexation surveying, legal descriptions, and filing costs shall be borne by the Developer.

10. **BROKERS.** The City and Developer warrant and represent to each other that no real estate broker initiated or otherwise brought about the sale of the City Parcel.

11. **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 City: City of Oberlin  
Attn: City Manager  
69 South Main Street  
Oberlin, OH 44074  
440-775-7206  
GHolcomb@CityofOberlin.com

With Copy to: Jon D. Clark, Law Director  
City of Oberlin  
85 South Main Street  
Oberlin, Ohio 44074  
(440) 776-8716  
jclark@cityofoberlin.com

To Developer: GPH Holdings, LLC  
Attn: Antral Csiszar  
7520 Guilford Rd.  
Seville, OH 44273  
(303) 6987-6938  
tony@upper90futbolclub.com

With Copy to: Fortune Law Limited  
c/o Wesley T. Fortune, Esquire  
4431 Carroll Southern Road  
Carroll, Ohio 43112  
wfortune@wtflegal.com

**12. NON-FOREIGN STATUS.** The City hereby certifies that the City 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 successors and assigns of the parties hereto. However, this Agreement may not be assigned by either party 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; they 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 the Developer.

**15. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the City and Developer, and the parties hereto are not bound by any agreements, understandings, or conditions except those stipulated herein.

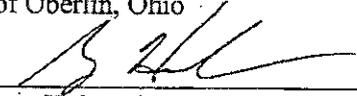
**16. RATIFICATION.** The Agreement is subject to and will be in full force and effect and binding upon the Parties upon approval by the Oberlin City Council by ordinance.

**17. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in identical counterparts, and the same shall be construed together as a single agreement.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the City has caused this Agreement to be executed this 28  
day of January 2026.

City of Oberlin, Ohio

By:   
Greg Holcomb

Its: City Manager

IN WITNESS WHEREOF, the Developer has caused this Agreement to be executed this  
28 day of Jan., 2026.

GPH Holdings, LLC

By:   
Antal Csiszar

Its: Authorized Member

Approved as to form:

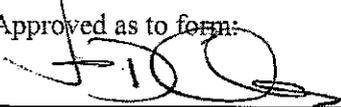
  
Jon D. Clark, Law Director

EXHIBIT A

**VECTOR**  
SURVEYING SERVICES, LLC

Oberlin, Ohio  
Office: 440-865-8445

**Parcel C**  
**Lot Split Legal description**

Being a parcel of land located in part of Original Pittsfield Township Lot 27, City of Oberlin, Township 4 North, Range 18 West, Connecticut Western Reserve, County of Lorain, State of Ohio

Beginning at a 5/8" iron pin with "Carlson" cap found on the southwest corner of Original Lot 27, a northeast corner of the City of Oberlin Corporate Limit and the southwest corner land now or formerly owned by Bert Latran as recorded in Instrument No. 1994-0305400 of the Lorain County Recorder's Office, thence North 89° 18' 07" East a distance of 1127.42 feet along the south line of said Latran's land, a north line of the City of Oberlin Corporate Limit and the south line of Original Lot 27 to a 5/8" iron pin with "Vector/Hozalski" cap found on the southeast corner of said Latran's land, a northwest corner of the City of Oberlin Corporate Limit and at an angle point in the south line of Original Lot 27, thence North 0° 54' 20" East a distance of 607.49 feet along the east line of said Latran's land and a west line of the City of Oberlin Corporate Limit to a 5/8" iron pin set on the east line of said Latran's land, a west line of the City of Oberlin Corporate Limit and a northwest corner of "Parcel A" severed from the land of the grantor, said point being the principal place of beginning;

- 1 Thence North 0° 54' 20" East a distance of 715.09 feet along the east line of said Latran's land and a west line of the City of Oberlin Corporate Limit to a 5/8" iron pin set on the east line of said Latran's land, a west line of the City of Oberlin Corporate Limit and the southwest corner of "Parcel B" severed from the land of the grantor;
- 2 Thence North 89° 13' 12" East a distance of 408.70 feet, severing the land of the grantor, along the south line of said "Parcel B" to a 5/8" iron pin set on the southeast corner of said "Parcel B", an east line of the City of Oberlin Corporate Limit and the west line of land now or formerly owned by GPH Holdings, LLC as recorded in Instrument No. 2019-0728441 of the Lorain County Recorder's Office;
- 3 Thence South 0° 05' 03" West a distance of 467.98 feet along the west line of said land now or formerly owned by GPH Holdings, LLC and an east line of the City of Oberlin Corporate Limit to a point on the southwest corner of said land now or formerly owned by GPH Holdings, LLC and a northeast corner of the City of Oberlin Corporate Limit, referenced by a 1/2" iron pipe found North 89° 38' 44" East a distance of 0.13 feet from corner;
- 4 Thence North 89° 38' 44" East a distance of 330.00 feet along the south line of said land now or formerly owned by GPH Holdings, LLC and a north line of the City of Oberlin Corporate Limit to a 1/2" iron pipe found on the southeast corner of said land now or formerly owned by GPH Holdings, LLC, the southwest corner of land now or formerly owned by Oberlin Warehouse, LLC

as recorded in Instrument No. 2017-0629758 of the Lorain County Recorder's Office, a north line of the City of Oberlin Corporate Limit and a northwest corner of said "Parcel A";

- 5 Thence South  $0^{\circ} 05' 03''$  West a distance of 250.00 feet, severing the land of the grantor, along a west line of said "Parcel A" to a  $5/8''$  iron pin set on a northwest corner of said "Parcel A";
- 6 Thence South  $89^{\circ} 38' 44''$  West a distance of 748.92 feet, severing the land of the grantor, along a north line of said "Parcel A" to the principal place of beginning, and being 8.6994 acres, but subject to all legal highways, easements and restrictions of record and a 50 foot wide appurtenant utility easement reserved by the grantor in which "Parcel A" and "Parcel B" are the dominant tenement.

Bearings are relative to the Ohio State Plane Coordinate System, North Zone (3401), NAD83(2011) Epoch 2010.00, and corrected via the Ohio Real Time Network.

Prior Deed Reference: Instrument No. 2023-0907549

All iron pins set are  $5/8'' \times 30''$  rebar with yellow plastic caps stamped "HOZALSKI P.S. 8677 VECTOR SURVEYING". This description was prepared July, 2025 by Timothy D. Hozalski, Registered Surveyor No. 8677 from an actual survey of the premise dated May, 2019, January, 2023 and July, 2025 (Job/Plat#: 22-098-C1, 22-098-C2 and 22-098-C3).



*Timothy D. Hozalski*

