

ORDINANCE NO. 57-23

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ASHTABULA COUNTY LAND REUTILIZATION CORPORATION TO DONATE THE REAL PROPERTY LOCATED AT 284 CLEVELAND COURT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Conneaut owns the property formerly known as 284 Cleveland Court, Conneaut, Ohio.

WHEREAS, the City can no longer afford the upkeep, maintenance and insurance on the property.

WHEREAS, the Ashtabula County Land Reutilization Corporation is a 501(c)(3) non-profit, quasi-governmental entity statutorily mandated to reutilize vacant property.

WHEREAS, the Ashtabula County Land Reutilization Corporation has expressed interest in taking ownership of the property.

BE IT ORDAINED, by the City of Conneaut, County of Ashtabula and State of Ohio:

SECTION 1. That the City Council herein authorizes the City Manager to enter into an Agreement, attached hereto as Exhibit A, with Ashtabula County Land Reutilization Corporation for the donation of the real property located at 284 Cleveland Court, Conneaut, Ohio.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council or any of its committees that resulted in such formal actions 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 declared to be an emergency measure in the interests of public peace, health and safety for the purpose of facilitating the land transfer and, shall take effect immediately upon passage and signing by the President of Council.

Passed this 8th day of MAY, 2023.



President of Council

ATTEST:



Clerk of Council

REAL ESTATE DONATION AGREEMENT

This Agreement is dated the ____ day of _____, 2023 by and between the **CITY OF CONNEAUT, OHIO** 249 Main Street, Conneaut, Ohio 44030, (the “Grantor”) and **ASHTABULA COUNTY LAND REUTILIZATION CORPORATION**, 25 West Jefferson Street, Jefferson, Ohio 44047 (the “Grantee”), for the purpose of donating one vacant lot as set forth below.

1. **PREMISES.** The Grantor agrees to transfer to Grantee one vacant parcel of land located at 284 Cleveland Court, Conneaut, Ohio (PPN: 12-114-00-021-00).

2. **PURCHASE PRICE.** The Grantee agrees to pay the Grantor all costs associated with this transaction, including, but not limited to, preparation of this agreement and the deed, fees for title examination and title guarantees, recording fees, conveyance fees, escrow fees, etc.

3. **ESCROW INSTRUCTIONS.** The parties agree that there shall be no escrow or closing. Upon the Grantee meeting the conditions set forth herein, the Grantor shall cause the donated property to be recorded and transferred. The Grantee shall advance any recording fees or conveyance taxes which may be due, if any. Grantees may seek a title search and title exam at their own costs.

4. **DEED.** The Grantor shall provide Grantees with a Quitclaim deed without representation or warranties upon the satisfaction of all conditions of this agreement. The Grantee shall provide, at grantee’s cost, a new legal description of the property prior to or at closing.

5. **TAXES.** The Grantee shall be responsible for all taxes and assessments against the property from the date of conveyance.

6. **“AS IS” TRANSFER.** GRANTEE ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS OF GRANTORS SET FORTH IN THIS AGREEMENT, THE TRANSFER OF

THE PREMISES, AS PROVIDED FOR IN THIS AGREEMENT, IS MADE ON AN "AS IS" BASIS. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY UPON GRANTEE'S INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PREMISES AND HAS NOT RELIED UPON ANY WRITTEN OR ORAL REPRESENTATIONS, WARRANTIES OR STATEMENTS, WHETHER EXPRESS OR IMPLIED, MADE BY GRANTORS OR ANY AFFILIATE, AGENT, EMPLOYEE, OR OTHER REPRESENTATIVE OF ANY OF GRANTORS OR BY ANY BROKER OR ANY OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT GRANTORS WITH RESPECT TO THE PREMISES, THE CONDITION OF THE PREMISES, OR ANY OTHER MATTER AFFECTING OR RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **POSSESSION.** Full and exclusive possession of the premises shall be delivered by the Grantor to the Grantee immediately upon recording of the deed.

8. **DAMAGE OR DESTRUCTION.** In the event that the premises are damaged further by fire or other casualty after the execution of this agreement, but prior to closing, the Grantor shall promptly notify Grantee of said casualty and, unless within ten (10) days after giving said notice Grantor thereupon elects not to repair such damage, the Grantor shall cause the necessary repairs to be made and the closing date shall be extended for the period of time necessary to permit completion of such repairs. If Grantor elects not to make such repairs, then Grantee shall elect either:

(a) To close the transaction, in which event Grantee shall be entitled to receive any additional insurance proceeds payable by reason of such damage; or,

(b) To terminate this Agreement, in which event all earnest money previously paid shall be returned to Grantee and thereafter neither party shall have any further liability to the other.

The party having an election shall make such election within ten (10) days after the occurrence which gives rise to such election. If any election is not made in accordance with the terms of this Agreement, the party that was to so elect shall be deemed to have affirmatively elected to take whatever steps are necessary to consummate this transaction in accordance with its terms, and this transaction shall proceed accordingly.

9. **NOTICES.** Any notice and elections provided for or required herein to Grantor or Grantee shall be in writing and deemed to have been given when mailed postpaid by registered or certified mail at the addresses shown above.

10. **BROKER.** The Grantor represents that no real estate broker or any other sales agent has been engaged by them in this transaction or has in any way initiated the transfer of the Premises to Grantee. Grantee and Grantor agree to indemnify and hold harmless each other from any claim for commission as a result of this transfer.

11. **INTERPRETATION.** The terms "Grantee/s" and "Grantor/s" shall include all parties designated and their respective administrators, successors, and assigns, and wherever the singular is used, it shall include the plural, and whatever the masculine gender is used, it shall include the feminine and neuter as the context of this Agreement permits or requires. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, assigns, heirs, and personal representatives.

12. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties. No other conditions, representations, warranties or agreements, expressed or implied, have been made or relied upon by Grantee or Grantor. Grantee may not assign its interest under this Agreement without the express written consent of the Grantor. This Agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns. Grantee and Grantor each represent that no real estate broker is owed a commission

in connection with the transfer of the Property. This Agreement shall be governed by the laws of the State of Ohio, and may be signed in any number of counterparts, all constituting, however, one and the same instrument.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between Grantor and Grantee. Grantee acknowledges that Grantor has made no representation or statement as to the Premises except those contained in this Agreement, and the parties hereto each acknowledge that they are not bound by any agreements, understandings and conditions except those stipulated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

Ashtabula County Land Reutilization Corp.
By, JIM TIMONERE, Chairman

Witness

Witness

James Hockaday, City Manager
City of Conneaut

Witness

Witness

EXHIBIT A

Situated in the City of Conneaut, County of Ashtabula and State of Ohio: Being part of Original Lot 4, Township 14, First Range in the Connecticut Western Reserve, and is also part of Block No. 229, in said City of Conneaut, bounded and described as follows, to-wit:

Beginning at a cross-cut in a concrete drive in the east line of Cleveland Court, 29.5 feet south from the southwest corner of lands of Laura F. Beaver; thence easterly and parallel with Laura G. Beaver's south line a distance of 89 feet to a cross-cut in a concrete drive; thence southerly and parallel to the west line of Harbor Street, for a distance of 4.65 feet to a cross-cut in concrete drive; thence easterly and parallel with Laura G. Beaver's south line for 21.5 feet to a concrete monument; thence southerly and parallel with the west line of Harbor Street for a distance of 9.35 feet to a cross-cut in a concrete drive; thence westerly and parallel to Laura G. Beaver's south line for a distance of 21.5 feet to a cross in the concrete drive; thence southerly and parallel to the west line of Harbor Street for a distance of 10.5 feet to a concrete monument in the north line of land of C.E. and D.E. Smith; thence westerly along the north line of C.E. and D.E. Smith and H.D. and K.A. Hoover, to a concrete monument in the east line of Cleveland Court; thence northerly along the east line of Cleveland Court 24.5 feet to the place of beginning.

Excepting a four foot strip of land along the north side of above noted land for a distance of 89 feet, together with four feet from the adjacent north property, shall be used a joint driveway.

PPN: 12-114-00-021-00

Property: 284 Cleveland Court, Conneaut, Ohio 44030