

**ORDINANCE NO. 2014 - 58**

**AN ORDINANCE AUTHORIZING THE EXTENSION OF TIME FOR THE COMPLETION OF CERTAIN CONTINGENCIES AND CLOSING FOR THE SALE OF REAL PROPERTY OWNED BY THE CITY OF WILLOWICK, OHIO AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Willowick, Ohio, as owner of the real estate consisting of three (3) vacant parcels under permanent parcel numbers 28-A-043R-00-018-0 (approximately 1.61 acres); 28-A-043R-00-020-0 (approximately 0.77 acres); and 28-A-043R-00-024-0 (approximately 0.56 acres), (collectively, the "Real Estate") had previously entered into a Purchase Agreement on or about February 6, 2014, for the sale of the Real Estate to The Woda Group, Inc. pursuant to the authorization of City Ordinance No. 2014-9; and

**WHEREAS**, the City and The Woda Group, Inc. desire a limited modification of the Purchase Agreement to thereby permit a defined extension of time for The Woda Group, Inc. to obtain governmental approvals and closing, respectively;

**NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Willowick, County of Lake, State of Ohio:**

**SECTION 1.** That the Mayor of the City of Willowick is hereby authorized to enter into the Purchase Agreement Addendum in a form substantially similar to the Purchase Agreement Addendum annexed as Exhibit A and incorporated herein and to execute any and all documentation necessary to formalize the validity and implementation of that Purchase Agreement Addendum with The Woda Group, Inc., as purchaser.

**SECTION 2.** That all formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting and 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 constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provides for the usual daily operation of a municipal department; wherefore, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

**ADOPTED BY COUNCIL:** 12/16, 2014

  
\_\_\_\_\_  
Robert Patton, President of Council

**SUBMITTED** to the Mayor for his approval

on DEC 17, 2014

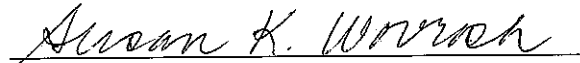
**APPROVED** by the Mayor on

DEC 17, 2014



Richard J. Bonde, Mayor

**ATTEST:**



Susan Wovrosh, Clerk of Council

## EXHIBIT A

Situated in the City of Willowick, County of Lake, and State of Ohio: and known as being a part of Original Willoughby Township Lot 1 in Tract 16 of said Township, and bounded and described as follows: Beginning at a point on the center line of Lake Shore Boulevard (60 feet wide) at the most easterly corner of the land conveyed to William E. and Elizabeth C. Hefner by deed dated December 29, 1952, and recorded in Volume 329, on Page 546 of Lake County Records. Thence North  $39^{\circ} 30' 15''$  West along the northeasterly line of the land so conveyed to William E. and Elizabeth C. Hefner, a distance of about 810.50 feet to the mean low water mark of Lake Erie. Thence North  $57^{\circ} 27' 14''$  East along the mean low water mark of Lake Erie a distance of 173.95 feet to a point. Thence South  $38^{\circ} 31' 20''$  East a distance of about 334.00 feet to an iron pin stake crossing the high bank at 244.00 feet from said iron pin stake and also passing through iron pin stakes located 88.00 feet and 216.50 feet from said iron pin stake. Thence South  $39^{\circ} 47' 00''$  West along a line parallel to the center line of Lake Shore Boulevard a distance of 121.85 feet to an iron pin stake, passing through iron pin stakes at 50.00 feet intervals. Thence South  $10^{\circ} 03' 55''$  East a distance of 54.07 feet to an iron pin stake. Thence South  $39^{\circ} 30' 15''$  East along a line parallel to the northeasterly line of the land conveyed as aforesaid to William E. and Elizabeth C. Hefner a distance of 381.84 feet to a point on the center line of Lake Shore Boulevard, passing through an iron pin stake on the northwesterly line of Lake Shore Boulevard and also passing through iron pin stakes at 50.00 feet intervals. Thence South  $39^{\circ} 47' 00''$  West along the center line of Lake Shore Boulevard a distance of 21.00 feet to the place of beginning and containing 1.618 acres of land according to the survey of Frank N. Riley, Registered Surveyor and Professional Engineer, made in September, 1955, be the same more or less, but subject to all legal highways. Excepting from the above-described premises any part thereof resulting from change in the shoreline of Lake Erie occasioned by other than natural causes or by natural causes other than accretion. Subject to rights, obligations and duties imposed by law by virtue of being littoral.

PPN: 28-A-43-R-18

## EXHIBIT B

Beginning at a point on the centerline of Lake Shore Boulevard, 60 feet wide, at the most southerly corner of a 1.754 acre parcel conveyed to Cecil M. Ricker and Jean Ricker, as recorded in Volume 652, page 232 of Lake County Records of Deeds. Thence North 39° 07' 30" West along the southwesterly line of land conveyed to Cecil M. Ricker and Jean Ricker, as aforesaid, a distance of 742.00 feet to the high water mark of Lake Erie, passing through an iron pipe stake at 30.57 feet on the northwesterly line of Lake Shore Boulevard and an iron pin stake at 662.00 feet on the top of the high bank. Thence South 57° 40' 34" West along the high water mark of Lake Erie, a distance of 5.27 feet to a point, said point being the northerly corner of land conveyed to Selm Schuller, as aforesaid, a distance of 334 feet to a point being the most easterly corner of lands conveyed to Selm Schuller, as aforesaid. Thence South 39° 47' 00" West along a line parallel to the centerline of Lake Shore Boulevard, a distance of 48.76 feet to a point, said point being the northerly corner of land conveyed to Marvin Silver and Jack M. Silver as recorded in Volume 812, Page 1066 of Lake County Records of Deeds. Thence South 39° 30' 15" West along the northeasterly line of Marvin Silver and Jack M. Silver, a distance of 323.97 feet from the centerline of Lake Shore Boulevard, Thence North 39° 47' 00" East along a line parallel to the centerline of Lake Shore Boulevard, a distance of 75.00 feet to a point. Thence South 39° 07' 30" East along a line parallel to the southwesterly line of Cecil M. Ricker and Jean Ricker, as aforesaid, and a distance of 25.00 feet therefrom, a distance of 323.97 feet to a point on the centerline of Lake Shore Boulevard. Thence North 39° 47' 00" East along the centerline of Lake Shore Boulevard a distance of 25.00 feet to the place of beginning, containing approximately 0.787 acres of land, be the same more or less, but subject to all legal highways.

Excepting from the above-described premises any part thereof resulting from change in the shoreline of Lake Erie occasioned by other than natural causes or by natural causes other than accretion. Subject to rights, obligations and duties imposed by law by virtue of being littoral.

PPN: 28A-043R-00-020

### EXHIBIT C

Situated in the City of Willowick, County of Lake, and State of Ohio: beginning at a point on the centerline of Lake Shore Boulevard, 60 feet wide, at the easterly corner of land conveyed to Marvin Silver and Jack M. Silver as recorded in Volume 812, Page 1066 of Lake County Records of Deeds. Thence No.  $39^{\circ} 30' 15''$  West along the Northeasterly line of land conveyed to Marvin Silver and Jack M. Silver as aforesaid, a distance of 323.97 feet to a point, said point being South  $39^{\circ} 30' 15''$  East a distance of 100.00 feet from the Northerly corner of lands conveyed to Marvin Silver and Jack M. Silver, as aforesaid. Thence North  $39^{\circ} 47' 00''$  along a line parallel to the centerline of Lake Shore Boulevard, a distance of 75.00 feet to a point. Thence South  $39^{\circ} 07' 30''$  East a distance of 323.97 feet to a point on the centerline of Lake Shore Boulevard, said point being  $39^{\circ} 47' 00''$  East a distance of 75.24 feet from the easterly corner of lands conveyed to Marvin Silver and Jack M. Silver, as aforesaid. Thence South  $39^{\circ} 47' 00''$  West along the centerline of Lake Shore Boulevard, 60 feet wide, a distance of 75.24 feet to the place of beginning containing approximately 0.558 acres of land, be the same more or less, but subject to all legal highways.

PPN: 28A-043R-00-024

**EXHIBIT A**

**PURCHASE AGREEMENT ADDENDUM**

This Purchase Agreement Addendum (“Addendum”) is made and entered into as of the last date set forth below by and between the City of Willowick, an Ohio municipal corporation (whose mailing address is 30435 Lakeshore Blvd. Willowick, Ohio 44095 (“Seller”) and The Woda Group, Inc. (whose mailing address is 229 Huber Village Blvd., Suite 100, Westerville, Ohio 43081 (“Buyer”).

**RECITALS**

- A. Seller and Buyer entered into a Purchase Agreement (“Agreement”) dated February 6, 2014 concerning Buyer’s acquisition of certain real property owned by Seller consisting of Lake County, Ohio Permanent Parcel Nos. 28A043R000180 (30707 Lakeshore Blvd.), 28A043R000200 (VL; no known address), and 28A043R000240 (VL; no known address), containing approximately 2.94 acres, more or less, situated on the north side of Lakeshore Blvd., City of Willowick, Lake County, Ohio (“the Property”).
- B. Seller and Buyer desire to extend the time for which Buyer may obtain governmental approvals and closing as set forth below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Seller and Buyer agree as follows:

1. That the contingency periods set forth in paragraph 6 of the Agreement shall be extended to February 27, 2015.
2. That the closing Date for the transaction that is the subject of the Agreement shall be extended to a date on or before March 31, 2015.
3. All other provisions of the Agreement shall remain unamended and in force. Wherever the provisions of this Addendum conflict with the terms of the Agreement, the provisions of this Addendum shall apply. Terms defined in the Agreement shall have the same meaning in this Addendum. This Addendum may be signed in counterparts, each of which shall be effective when signed and will be deemed an original, and all of which will be taken to be one and the same instrument, for the same effect as if the parties had signed the signature page. Facsimile copies of signatures have the same effect as an original signature page.

**[Signature Page to Follow]**

**SELLER:**

**City of Willowick, Ohio**

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

**The Woda Group, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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