

SPONSOR: E. Brown / C. Brown

ORDINANCE NO. 25-08

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE JACKSON CITY BOARD OF EDUCATION AND THE CITY OF JACKSON, OHIO, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

Section One. The Mayor is authorized to enter into an Agreement between the Jackson City Board of Education and the City of Jackson, Ohio, for the purchase of real property which is described in the Purchase Agreement, which is attached hereto as Exhibit "A". The agreement to be executed by the Mayor shall be substantially similar to the copy of the Agreement which is attached hereto as Exhibit "A".

Section Two. This Ordinance is hereby declared to be an emergency Ordinance necessary for the immediate preservation of the public peace, health, or safety of the City of Jackson, in that it is necessary to enter into this agreement as soon as possible in order that the Walgreens project may proceed in a timely manner and meet all pending deadlines. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code Section 731.30.

Section Three. In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause and shall take effect at the earliest time permitted by law.

Section Four. It is hereby found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that the deliberations of this Council that resulted in such formal actions, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Date: 2-11-08

Russell W. Jacobson
PRESIDENT OF COUNCIL

Jill Brown
CLERK OF COUNCIL

Approved:

Date: 2-12-08

Randy R. Heath
MAYOR

Exhibit “A”

AGREEMENT

This agreement (the "Agreement") is made as of February _____, 2008, between Jackson City Board of Education ("Board") of Jackson, OH, and City of Jackson ("City") of Jackson, OH, an Ohio municipal corporation.

1. **PROPERTY.** BOARD to convey to CITY a tract of land, more specifically described in Exhibit A attached hereto.

2. **PURCHASE PRICE.** The purchase price paid will be fifty thousand and 00/100 dollars (\$50,000.00) at closing.

3. **CONVEYANCE.** At the closing BOARD shall deliver to CITY a transferable and recordable general warrant deed, conveying to the other marketable title to the Property in fee simple, free and clear of all liens, rights to take liens, assessments and encumbrances, except the following (the "Permitted Encumbrances"): (a) real estate taxes and assessments not then due and payable, (b) such easements and restrictions of record as will not materially interfere with the use of the Property, (c) zoning, building and other laws, codes and ordinances, and (d) rights of tenants in possession, if any. The Permitted Encumbrances also shall include any matters waived or deemed waived by CITY pursuant to Paragraph 4.

4. **TITLE.** Pursuant to local custom and practice, CITY shall be responsible for a title examination. If the examination shows that title to all or part of the Property is unmarketable, as determined by Ohio law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, CITY shall notify BOARD of their

objections within a ten (10) day period or the same shall be deemed to have been waived. To the extent the objections involve monetary liens, BOARD, upon receipt of the objections, promptly undertake and complete prior to the closing all actions necessary to satisfy and eliminate the liens. To the extent the objections involve any other defects or encumbrances, BOARD may, but shall have no obligation to, remedy or remove the defect or encumbrance prior to the closing. If the BOARD elects not to remedy or remove the defect or encumbrance or is unable to do so, then the sole remedy shall be to elect either to (i) waive the defect or encumbrance and accept such title to the Property as BOARD is able convey or (ii) terminate the Agreement. If either party terminates this agreement, both parties shall be released from all obligations under this Agreement. All costs of the title examination shall be paid for by CITY.

5. **EXPENSES**. BOARD shall bear all expenses of deed preparation and transfer fees. CITY shall bear the costs of recording. Each party shall pay one half of any additional closing costs.

6. **PRORATIONS AND EXPENSES**. The real property taxes and assessments, if any, with respect to the Property shall be prorated as of the date of the closing in accordance with the custom in Jackson County, Ohio.

7. **PROPERTY CONVEYED "AS IS"**. CITY represents that it has fully inspected the property, has made all investigations as it deems necessary or appropriated and is relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the soils, subsurface drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments, acreage and other survey matters; and the character and suitability of the Property. In addition, CITY acknowledges that the Property is being purchased and is being conveyed "as is" with all faults and defects, whether patent or latent, as of the date of closing. There have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever.

8. **CONDITIONS**. This Agreement is conditioned upon CITY obtaining satisfaction in the form of a written agreement with a third party that the property described in Exhibit "A" will be developed in accordance with plans that have been presented to and agreed to by the CITY in conjunction with the Walgreens Project.

9. **CLOSING**. Unless extended by agreement of the parties, the closing for the delivery of Seller's deed, payment of the purchase price, and delivery of the other instruments provided for in this Agreement, shall be held no later than March 15, 2008.

10. **POSSESSION**. Exclusive possession of the Property shall be given to the CITY at closing.

11. **BROKERS**. BOARD represents that it is represented by a real estate broker and is responsible for any commission due.

12. **BINDING EFFECT**. This Agreement shall be binding upon and inure to the benefit of Board and CITY and their respective heirs, personal representative, successors and assigns.

SIGNED as of the date first written above.

JACKSON CITY SCHOOLS

CITY OF JACKSON

Randy Evans, President

Randy Heath, Mayor

Brenda Hill, Treasurer

DESCRIPTION OF A 2.582 ACRE TRACT

The following described tract is located in South Outlots 25, 26, 29, & 30 in the City of Jackson, Jackson County, Ohio. Being part of the Jackson City Board of Education's tract as recorded in Deed Book 205, at Page 190, Deed Book 256, at Page 325, Deed Book 293, at Page 427, and Deed Book 293, at Page 430. Being more accurately described as follows.

Beginning at an iron pin previously set at the southeast corner of Sternberger's Addition to the City of Jackson as recorded in Plat Book 2, at Page 139 said iron pin being the **POINT OF BEGINNING** for the herein described tract;

Thence North $02^{\circ}36'52''$ East, along the east line of Sternberger's Addition, a distance of 239.11 feet to an iron pin set at the southeast corner of Lot #1 in Sternberger's Addition;

Thence South $80^{\circ}36'05''$ East, through the tract of which this description is a part and along the northerly line of an undedicated alley that is maintained by the City of Jackson and is first mentioned in the deed from Globe Iron to Interlake Steel in 1956, a distance of 64.65 feet to a railroad spike previously set;

Thence South $25^{\circ}46'00''$ East, along an easterly line of the tract of which this description is a part, a distance of 14.00 feet to an iron pin previously set on a northerly line of Pizza Baker Inc.'s tract as recorded in Deed Book 314, at Page 923;

Thence South $64^{\circ}14'00''$ West, along the northerly line of said Pizza Baker Inc.'s tract, a distance of 11.00 feet to a point, located South $21^{\circ}55'05''$ East, a distance of 0.77 feet from an iron pin found;

Thence South $25^{\circ}46'00''$ East, along the westerly line of said Pizza Baker Inc.'s tract and along the westerly line of Boothe Real Estate and Insurance Agency's tract as recorded in Deed Book 285, at Page 594, a distance of 110.00 feet to an iron pin previously set;

Thence North $64^{\circ}14'00''$ East, along the southerly line of said Boothe Real Estate and Insurance Agency's tract, a distance of 120.00 feet to an iron pin set on the westerly line of Main Street (60.00' wide);

Thence South $25^{\circ}46'00''$ East, along the westerly line of Main Street, a distance of 92.15 feet to the northerly corner of the City of Jackson tract as recorded in Deed Book 300, at Page 399 and being a point in the center of McDowell's Run, passing an iron pin previously set at a distance of 69.76 feet;

Thence along the center of McDowell's Run and along the westerly lines of said City of Jackson tract, the following seven (7) courses;

South $37^{\circ}30'19''$ West, a distance of 125.97 feet to a point;

South $26^{\circ}47'57''$ West, a distance of 50.65 feet to a point;

South $35^{\circ}58'19''$ West, a distance of 59.32 feet to a point;

South $30^{\circ}04'50''$ West, a distance of 155.95 feet to a point;

South $24^{\circ}59'59''$ West, a distance of 159.56 feet to a point;

South $38^{\circ}34'44''$ West, a distance of 108.82 feet to a point;

South $62^{\circ}00'47''$ West, a distance of 16.31 feet to the southeasterly corner of Bunn Cemetery;

Thence North $02^{\circ}04'13''$ East, along the easterly line of Bunn Cemetery, a distance of 488.40 feet to an iron pin set on the south line of Sternberger's Addition, passing an iron pin set for reference at a distance of 20.00 feet;

Thence South 87°17'38" East, along the south line of Sternberger's Addition, a distance of 77.86 feet to the point of beginning.

Containing **2.582 acres**, 0.852 acres being all of Auditor's Parcel #H14-020-00-057-00, 0.877 acres being a part of H14-020-00-046-00, 0.737 acres being all of Auditor's Parcel #H14-020-00-057-01, 0.074 acres being part of Outlot 30 to which no Auditor's Parcel # could be found, and 0.042 acres being all of Auditor's Parcel #H14-020-00-058-00.

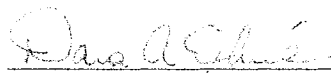
Being more particularly described and delineated on a 8 ½" by 14" plat (drawing #05092B02) attached hereto and made a part hereof. This description is valid only if the plat is attached and recorded with the description as a complete document in its original form and not retyped or altered in any way.

Bearings are rotated to the centerline of State Route 75 (now 93) as shown on Main Street construction plans.

All iron pins set or previously set for this survey are 5/8" rebar (30" long) with i.d. cap stamped "Dana Exline 7060."

The above description was prepared from an actual field survey completed on January 23, 2006 by Dana A. Exline, Ohio Professional Surveyor #7060.

Being subject to all legal right-of-ways and easements.




Dana A. Exline
Professional Surveyor #7060

State of Ohio

Date: 2/22/06

The description and delineation is correct for the purpose
submitted and is a true and correct copy of the original.

 3-1-06
BRIAN D. EXLINE
PROFESSIONAL SURVEYOR #7060

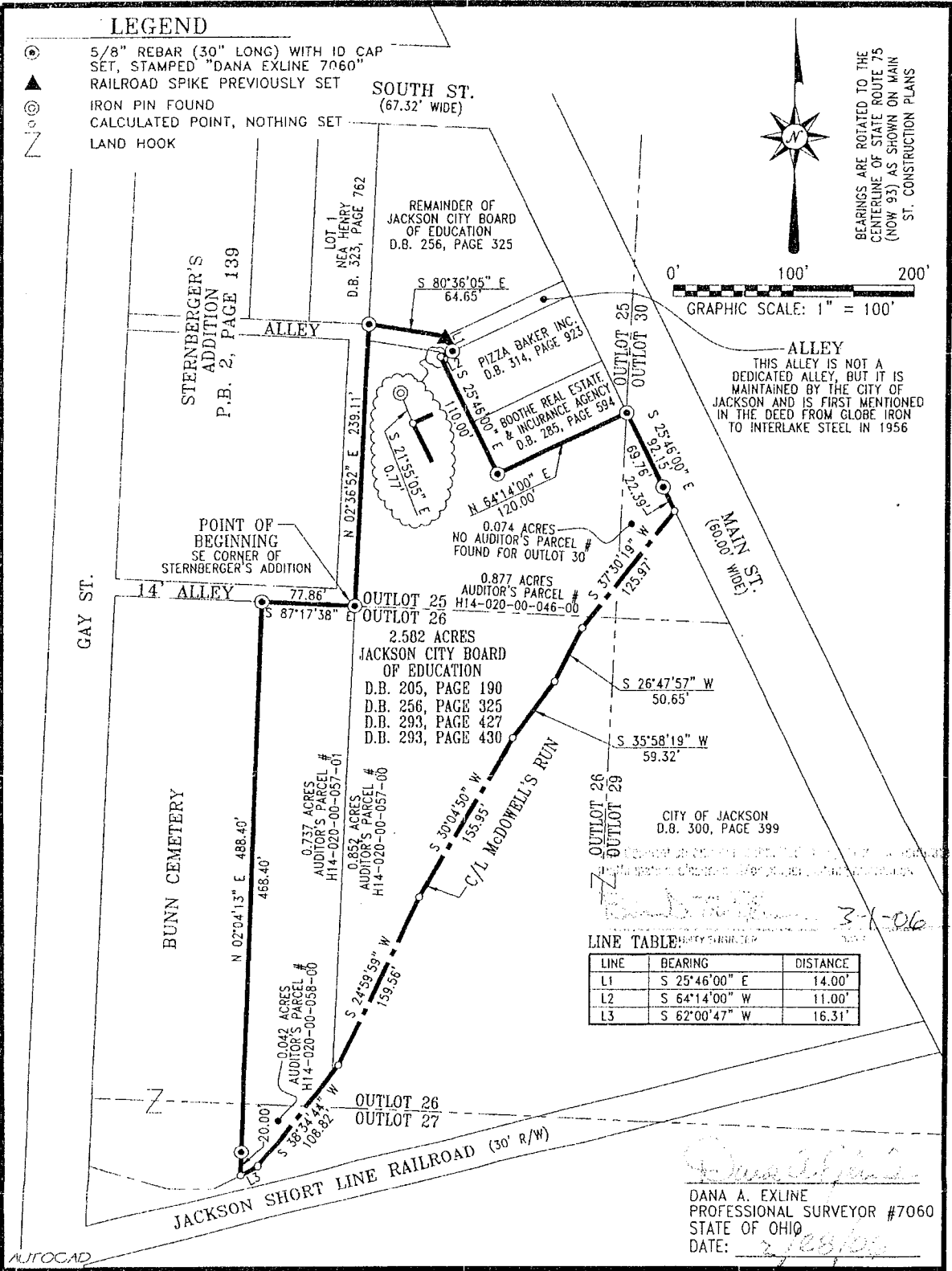
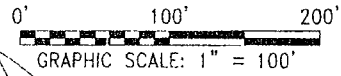
LEGEND

- ⊙ 5/8" REBAR (30" LONG) WITH ID CAP SET, STAMPED "DANA EXLINE 7060"
- ▲ RAILROAD SPIKE PREVIOUSLY SET
- ⊙ IRON PIN FOUND
- ⊙ CALCULATED POINT, NOTHING SET
- LAND HOOK

SOUTH ST.
(67.32' WIDE)



BEARINGS ARE ROTATED TO THE CENTERLINE OF STATE ROUTE 75 (NOW 93) AS SHOWN ON MAIN ST. CONSTRUCTION PLANS



ALLEY
THIS ALLEY IS NOT A DEDICATED ALLEY, BUT IT IS MAINTAINED BY THE CITY OF JACKSON AND IS FIRST MENTIONED IN THE DEED FROM GLOBE IRON TO INTERLAKE STEEL IN 1956

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 25°46'00" E	14.00'
L2	S 64°14'00" W	11.00'
L3	S 62°00'47" W	16.31'

DANA A. EXLINE
PROFESSIONAL SURVEYOR #7060
STATE OF OHIO
DATE: 1/23/06

- NOTES:**
- THIS BOUNDARY SURVEY DOES NOT PURPORT TO REFLECT ALL EASEMENTS AND/OR ENCUMBRANCES AFFECTING THE TITLE TO THE SUBJECT PROPERTY.
 - NO TITLE REPORT FURNISHED.
 - DEED REFERENCE: DEED BOOK 205, PAGE 190
DEED BOOK 256, PAGE 325
DEED BOOK 293, PAGE 427
DEED BOOK 293, PAGE 430

BOUNDARY SURVEY
2.582 ACRES
BEING LOCATED IN SOUTH OUTLOT 25
IN THE CITY OF JACKSON
TOWNSHIP 7 NORTH, RANGE 18 WEST
SALT LICK TOWNSHIP, JACKSON COUNTY, OHIO



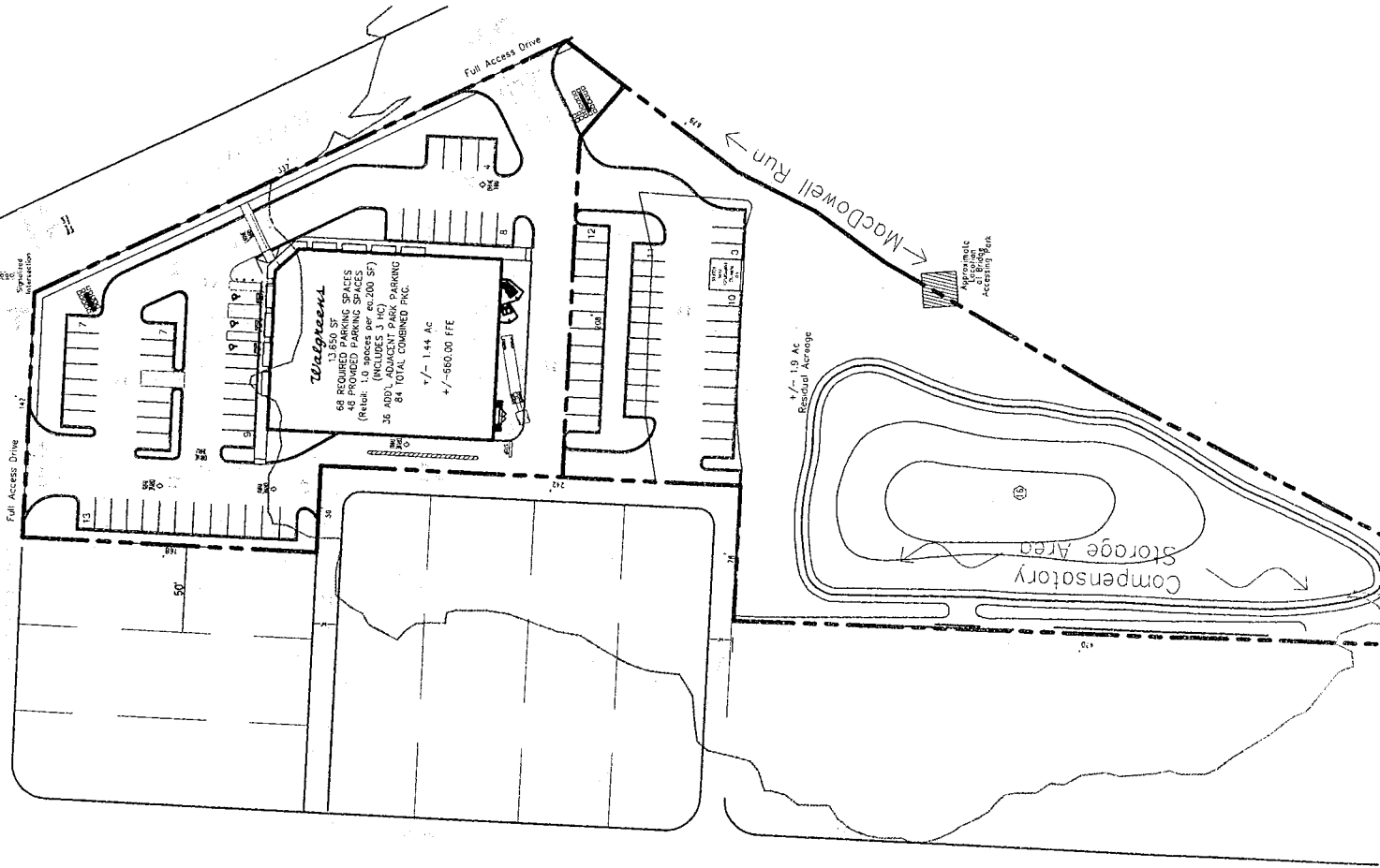
CALCULATED BY: D. EXLINE	SCALE: 1"=100'	DRAWING NO.: 05092802
DRAWN BY: E. RISNER	SURVEY DATE: 1/23/06	
CHECKED BY: D. EXLINE	RECORD RESEARCH DATE: 01/23/06	

- KEYED NOTES**
1. SEE DETAIL WORKING SURFACE EVIDENCE TO ALL ELEMENTS AND SURFACES.
 2. FILL IN CONCRETE.
 3. BRICKS.
 4. 6" CONCRETE CURB/OUTLET.
 5. 1'-0" x 4'-0" CONCRETE CURB ALONG DRIVE/PAVING BORDER WITH WALK PAINTED YELLOW.
 6. PAINTED PAVERING: WINDSOR STONE, BLUE PAINTED BORDER WITH WALK PAINTED YELLOW.
 7. PAINTED PAVERING: 1" WIDE WALK STOP BAR.
 8. PAINTED PAVERING: 1" WIDE WALK STOP BAR.
 9. PAINTED PAVERING: 1" WIDE WALK STOP BAR.
 10. APPROXIMATE.
 11. CONCRETE AND REINFORCING AREA.
 12. PRE-STRUCTURED "UNCLIPPED" PAVING SOL.
 13. LANDSCAPE AREA.
 14. 1'-0" x 4'-0" CONCRETE CURB ALONG DRIVE/PAVING BORDER WITH WALK PAINTED YELLOW.
 15. ACCESSIBLE PAVERING DESIGN TO MEET ALL COMPENSATORY STORAGE REQUIREMENTS.
 16. 2'-0" WIDE CONCRETE SIDEWALK.
 17. AREA TO BE EXCAVATED TO COMPENSATE FOR FILL IN FLOORPLAN.
 18. SHOWN INCLUDING FILL SOIL WITH RED Hatched HATCH.
 19. IMPROVEMENT.
 20. BOLLARD.

- MATERIAL LEGEND**
- CONCRETE SURFACE
 - GRASS
 - SPOT ELEVATION

NOTE: ALL ELEVATIONS ARE BASED ON CDS INFORMATION FOR CONCEPTUAL GRADING PURPOSES ONLY.

BASE FLOOD ELEVATION = 657.0. APPROXIMATE FILL IN THE FLOORPLAN = 397.0 CY. COMPENSATORY STORAGE FOR FILL IS REQUIRED AT 1:1 RATIO. GEOTECHNICAL STUDY WILL BE REQUIRED TO ASSESS THE SOIL FROM COMPENSATORY STORAGE AREA FOR USE AS FILL.



CONSULTANT PROJECT NO.
PROJECT TYPE

DRAWINGS/SPECIFICATIONS BY:
 WALGREENS CONSULTANT
 LANDLORD'S CONSULTANT

ALL CONSTRUCTION WORK UNLESS NOTED OTHERWISE BY:
 WALGREENS CONTRACTOR
 LANDLORDS CONTRACTOR (TURNKEY CONSTRUCTION)

BUILDING	
NEW	<input checked="" type="checkbox"/>
REPAIR/ALTER	<input type="checkbox"/>
RELOCATION	<input type="checkbox"/>
OTHERS	<input type="checkbox"/>

SITE / BUILDING / PARKING DATA

GROSS SITE AREA: 11.14 AC / 14,827,98 SF
 FLOOR AREA: 13,850 SF
 FLOOR AREA PER GROSS ACRE: 1,243 SF/GA
 PARKING SPACES REQUIRED: 68 SPACES (LO PEREA, 200 SF)
 BUILDING IS PARCELIZED INTO SEVERAL BUSINESS DISTRICTS: 105-84
 105-107 (130'-0" TYPICAL BUILDING SIZE)

Walgreens

Facilities Planning and Design 108 Walnut Rd., Deerfield, IL 60015
 TEL 847.840.2500

Flowd Browne Group
 300 Park Ave., New York, New York
 www.flowdbrowne.com

NO.	DATE	BY	DESCRIPTION	CONST.
1.	07/16/07	PERA	ISSUE FOR CLIENT REVIEW	
2.	03/12/07	PERA	ISSUE FOR CLIENT REVIEW	
3.	03/06/07	PERA	ISSUE FOR CLIENT REVIEW	

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ARCHITECT OR ENGINEER IN THE STATE OF OHIO AND THE SIGNATURE IS MY HAND AND SEAL.

STORE NUMBER 00000
 PROJECT NAME
WALGREENS
 (SW) SOUTH STREET AND MAIN STREET
 JACKSON, OHIO

DRAWING TITLE
PRELIMINARY SITE PLAN

CADD PLOT: SCALE: 1/2"=10'-0" (UNCOMPRESSED)

VOID PLOT: DRAWN BY: JIN

SUPERSEDES: DATE: 03/05/07

FLAN DATED: REVIEWED BY: JIR

L-1
 ORIGINAL SITE

