

SPONSOR: Paul J. Berridge

ORDINANCE NO. 66-09

AN ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JACKSON, OHIO AND PAUL J. BERRIDGE, FOR THE PURCHASE REAL PROPERTY AND WETLAND MITIGATION, AND DECLARING AN EMERGENCY.

WHEREAS, on May 12, 2004, the City of Jackson, Ohio and Paul J. Berridge entered into a Note/Agreement wherein the City had the option to purchase certain real property from Paul J. Berridge, and the time for the Note/Agreement was extended; and

WHEREAS, the City and Berridge have now reached a tentative agreement for the purchase of certain real property and the mitigation of City owned property, and the parties desire to enter into an Agreement for that purpose.

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

Section One. Jackson City Council hereby authorizes the Mayor of the City of Jackson, Ohio, to enter into an Agreement between the City of Jackson, Ohio and Paul J. Berridge, for the purchase of certain real property and for wetland mitigation of City property. A copy of the Agreement 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 in order to timely commence with the purchase process. 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: 8-26-04

[Signature]
PRESIDENT OF COUNCIL

[Signature]
CLERK OF COUNCIL

Approved:

Date: 8-29-05

[Signature]
MAYOR

AGREEMENT

THE CITY OF JACKSON, OHIO, an Ohio municipal corporation (hereinafter "CITY"), and PAUL J. BERRIDGE, (hereinafter "Berridge") hereby agree as follows:

WHEREAS, on June 29, 2004, the parties entered into a Note/Agreement; and

WHEREAS, the Note/Agreement was to expire as of May 12, 2009, but the term was extended; and

WHEREAS, the parties now desire to enter into an Agreement wherein the CITY will purchase certain real property from Berridge in exchange for complete satisfaction of the original Note/Agreement.

NOW, THEREFORE, THE CITY OF JACKSON, OHIO, an Ohio municipal corporation, and PAUL J. BERRIDGE, hereby agree as follows:

(A) Offer to buy; description of property.

Subject to the terms stated in this offer, CITY offers to buy, the following real estate located in the City of Jackson, Ohio:

Approximately fourteen (14) acres, including the present substation and electric lines. A complete survey of the property shall be provided prior to closing. (See attached map).

(B) Purchase price.

The purchase price for the property shall be Two Hundred Thousand and no/100 Dollars (\$ 200,000.00). One Hundred Thousand Dollars (\$100,000.00) shall be paid upon the execution of this Agreement, and the balance of One Hundred Thousand Dollars (\$100,000.00) shall be paid no later than January 15, 2010.

(C) Property, fixtures, and equipment subject to contract.

The property subject to this contract includes the land, all appurtenant rights, privileges, and easements, and all buildings and fixtures in their present condition.

(D) Possession, Conveyance; evidence of title; survey.

The CITY currently has possession and title to the real property described in Paragraph A pursuant to a Note/Agreement dated June 29, 2004 between the City and Paul J Berridge ("Berridge"). City shall deed any remainder of the real property conveyed to City pursuant to the original Note/Agreement back to Berridge, keeping the property

described in Paragraph A, above. Upon the payment of the purchase price the original agreement between the CITY and Berridge shall be completely and totally satisfied and complied with, and shall be terminated.

A survey of the property shall be made at CITY'S cost.

(E) Closing.

The transaction shall be closed within 90 days after acceptance of the offer and completion of the survey, unless the parties agree in writing to an extension. The closing shall be at a time and place mutually agreeable to the parties.

(F) Miscellaneous.

This contract constitutes the entire agreement between the parties, and there are no oral or written representations which have not been incorporated in the contract. Time is of the essence for all provisions of this contract. All certifications and warranties of seller shall survive the closing.

The parties agree that the completion of this Purchase Contract shall result in complete satisfaction and fulfillment of all terms of the prior Note/Agreement between the CITY and Berridge, and the same shall be terminated.

As part and terms of this Agreement, Berridge agrees to perform the following on behalf of the City of Jackson, Ohio:

1. To provide ditching on his property located along Longworth Street and State Route 32 (Appalachian Highway). Berridge agrees to open up two drainage ditches to alleviate standing water on the property which has recently been clear cut for timber purposes. The ditching shall be completed as soon as possible, taking weather conditions into consideration. It is anticipated by the parties that this will be completed within six (6) to twelve (12) months.
2. Berridge shall provide wetland mitigation for an area of land owned by the City of Jackson. This shall include the delineation of the wetland at the corner of Main Street and High Street in the City of Jackson, being approximately one-half (1/2) acre in size, commonly known as the "oxbow". Berridge shall perform on behalf of the CITY the application process, the preparation and the public hearing processes for the wetland mitigation, the actual mitigation process, and any other acts necessary to complete the wetland mitigation process. Once the necessary approval is obtained Berridge will create a wetland required by the mitigation at a site to be determined by the City. Berridge shall use his best efforts to complete this process as soon as possible, being completed on or before December 31, 2013.
3. Berridge shall fill in the area on City property located near High Street and Main Street, being an area commonly known and referred to in paragraph 2 as the "oxbow". The City shall provide the dirt for the filling process, and Berridge shall

provide the equipment and labor to provide the filling. Berridge shall fill the oxbow to approximately one (1) foot of level surface. This shall be done and completed as soon as possible after obtaining mitigation approval from the appropriate regulatory bodies, OEPA and/or Army Corps of Engineers..

This Agreement is dated this ____ day of _____, 2009.

CITY OF JACKSON, OHIO

PAUL J. BERRIDGE

By: _____
RANDY HEATH, MAYOR