

# **NORWALK PLANNING COMMISSION**

Norwalk, Ohio

## **Agenda**

DATE: November 8, 2023  
TIME: 7:00 p.m.  
LOCATION: City Hall Conference Room

### **SCHEDULE OF BUSINESS**

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. APPROVAL OF MINUTES
  - September 13, 2023
- IV. COMMUNICATIONS
- V. UNFINISHED BUSINESS
- VI. NEW BUSINESS

#### **Item No. 23-091a**

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY NOT REQUIRED FOR MUNICIPAL PURPOSES, APPROVING AN AGREEMENT IN FURTHERANCE THEREOF, AND DIRECTING THE NORWALK COMMUNITY IMPROVEMENT CORPORATION TO SELL SAID PROPERTY IN ACCORDANCE WITH THE AGREEMENT

First Reading

October 17, 2023

Tabled & Referred to Planning Commission

October 17, 2023

#### **Item No. 23-092a**

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY NOT REQUIRED FOR MUNICIPAL PURPOSES, APPROVING AN AGREEMENT IN FURTHERANCE THEREOF, AND DIRECTING THE NORWALK COMMUNITY IMPROVEMENT CORPORATION TO SELL SAID PROPERTY IN ACCORDANCE WITH THE AGREEMENT

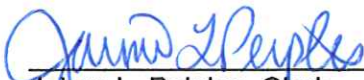
First Reading

October 17, 2023

Tabled & Referred to Planning Commission

October 17, 2023

- VII. MISCELLANEOUS BUSINESS
- VIII. ADJOURNMENT



Jaime L. Peiples, Clerk  
Planning Commission

Commission members please note: If you cannot attend the meeting, please notify the clerk.  
cc: Law, Mayor, Zoning, Planning Committee Chair (Schumm)

## **NORWALK PLANNING COMMISSION**

September 13, 2023  
7:00 p.m.

City Hall  
Conference Room

### **MINUTES**

Alan Furey called the meeting to order. ROLL CALL showed the following members present: Alan Furey, Scott Mercer, Jennie Hipp, Kate Downey, Keith Kovarik, Bill Kalfs, and Chuck Fritz.

Mrs. Hipp moved to approve the minutes from May 10, 2023, as presented. Mr. Fritz seconded. All members voted in favor. Motion carried.

**COMMUNICATIONS** - none

**UNFINISHED BUSINESS** – none

### **NEW BUSINESS**

#### Item No. 23-075

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NORWALK, OHIO CHANGING THE ZONING OF SPECIFIED PROPERTY FROM R-1 TO B-4

Mr. Loughton shared a visual of the property for which the rezone was requested. He said the 27-acre property is the site of the former LeMar Lake Park and is zoned single family residential. The owners are requesting the property be re-zoned to B-4. Mr. Loughton pointed out the surrounding zones that are also zoned B-4.

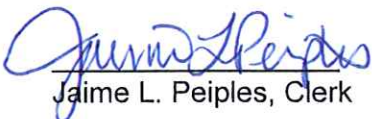
Mrs. Hipp asked if the property shares a driveway with the house at the entrance. Mr. Loughton said yes.

Property owners Cynthia Dixon and Lee Madewell were present and said they would like to open a winery on the property. Ms. Dixon said the rezoning is a necessary step to be able to apply for a liquor license. Mr. Madewell said they have owned the property for almost four years and have spent much time cleaning and fixing up the site. Ms. Dixon said they would like to open the winery next spring if everything goes as planned.

Mr. Fritz moved to send Council a recommendation to approve *Item No. 23-075*. Mr. Mercer seconded. Mr. Furey, Mr. Kalfs, Mr. Mercer, Mrs. Downey, Mr. Fritz, Mr. Kovarik, and Mrs. Hipp voted in favor. Motion carried.

**MISCELLANEOUS BUSINESS** – none

**ADJOURNMENT** There being no further business to discuss, the meeting was adjourned.

  
Jaime L. Peiples, Clerk



Work Session:	10-10-23	Tabled:		
First Reading:	10-17-23	Referred:	to PC	10-17-23
Second Reading:		Adopted:		
		Defeated:		

CITY OF NORWALK, OHIO  
ORDINANCE NO. 2023 - \_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY NOT REQUIRED  
FOR MUNICIPAL PURPOSES, APPROVING AN AGREEMENT IN  
FURTHERANCE THEREOF, AND DIRECTING THE NORWALK COMMUNITY  
IMPROVEMENT CORPORATION TO SELL SAID PROPERTY IN  
ACCORDANCE WITH THE AGREEMENT**

Being duly authorized by the Charter of the City of Norwalk, the **Mayor** of the City of Norwalk, does hereby respectfully propose the following legislation:

**WHEREAS**, the City is the owner of certain real property that was a part of the former Wheeling & Lake Erie Railroad right-of-way, which property is not required for any municipal purpose; and

**WHEREAS**, the City has before it an offer to purchase approximately 0.32 acres of the property; and

**WHEREAS**, Ohio Revised Code Section 1724.10 authorizes a municipal corporation to designate a Community Improvement Corporation ("C.I.C.") to act as the agency and instrumentality of the municipal corporation to prepare and carry out a plan of industrial, commercial, distribution, research, and economic development for the municipal corporation and to perform the functions and activities set forth in said Section 1724.10; and

**WHEREAS**, by Agreement dated December 13, 2000, of record in Volume 77, Pages 78 – 84 of the Official Records of Huron County, Ohio, and approved by Ordinance No. 2000-043, the City of Norwalk designated the Huron County Development Council to serve as the City's C.I.C.; and

**WHEREAS**, Council finds that the proposed sale of the property upon the terms and conditions set forth in the proposed Purchase Agreement enhances the commercial and economic development of the City and the City's policy to promote the health, safety, morals and general welfare of the inhabitants of the City of Norwalk; and

**WHEREAS**, pursuant to Section 6.04 of the Charter of the City of Norwalk, Ohio, this matter has been referred to the Planning Commission which, in turn, has submitted its report and recommendations to Council:

**THEREFORE, BE IT ORDAINED**, by the Council of the City of Norwalk, Huron County, Ohio, two-thirds of the legislative authority concurring:

Section 1: That Council finds that the real property which is a part of the former Wheeling & Lake Erie Railroad right-of-way, more fully described in **Exhibit A** attached hereto and made a part hereof by reference (the "Property"), is not required by the City for any municipal purpose and that the sale of the Property to KG Real Estate Investments, LLC, would enhance the commercial and economic development of the City and the City's policy to promote the health, safety, morals and general welfare of the inhabitants of the City of Norwalk.

Section 2: That Council hereby approves the sale of the Property to KG Real Estate Investments, LLC, upon the terms and conditions set forth in the Purchase Agreement, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference, which Agreement is hereby approved.

Section 3: That the Mayor is hereby authorized and directed to execute the aforesaid Purchase Agreement on behalf of the City, and to take such further actions as may be necessary to carry out the terms of the Purchase Agreement.

Section 4: That, pursuant to the authorization of Ohio Revised Code Section 1724.10(B)(2) and paragraph 12 of the Agreement, dated December 13, 2000, by and between the City of Norwalk, Ohio, and the Huron County Development Council, said Huron County Development Council, in its capacity as the Norwalk Community Improvement Corporation (C.I.C.), is authorized and directed to sell and convey the Property upon the terms and conditions set forth in said **Exhibit A**.

Section 5: That, pursuant to the aforesaid authority, the C.I.C. is authorized and directed to act as the agent for City in completing the transaction set forth in **Exhibit A** and is authorized and directed to perform on behalf of the City all acts required of the City pursuant to **Exhibit A**.

Section 6: That Council determines the consideration and other terms of the sale set forth in **Exhibit A** to be fair and equitable.

Section 7: That upon the closing of the transaction described in **Exhibit A**, the C.I.C. shall pay to the City the balance of the sale proceeds following deductions for closing costs attributable to the City.

Section 8: That the Mayor is authorized and directed to take all actions necessary to carry out this Ordinance.

**WHEREFORE**, this Ordinance will be in full force and effect from and after the earliest period allowed by law.

**ATTESTATION:**

It is hereby attested and affirmed that the foregoing Ordinance received the necessary affirmative roll call votes required for passage on the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Clerk of Council

**ORDINANCE APPROVED:**

\_\_\_\_\_  
David W. Light, Mayor

\_\_\_\_\_  
Date



## EXHIBIT A

### PURCHASE AGREEMENT

**AGREEMENT**, entered into by and between THE CITY OF NORWALK, OHIO, a municipal corporation organized and existing under the laws of the State of Ohio (the "Seller") and KG REAL ESTATE INVESTMENTS, LLC, an Ohio limited liability corporation (the "Purchaser"), WITNESSETH:

WHEREAS, the Seller is the owner of a certain parcel of real property which property is a portion of the former Wheeling & Lake Erie Railroad right-of-way, located in the City of Norwalk, Huron County, Ohio and more fully described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Purchaser is desirous of purchasing approximately 0.32 acres of the right-of-way as set forth on Exhibit A attached hereto (the "Property") upon the terms and conditions contained herein; and

WHEREAS, the Parties hereto agree that the purchase of the Property by the Purchaser would enhance the general economic development of the City of Norwalk and otherwise contribute to the health, safety, and welfare of the inhabitants of the City:

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

1. **Purchase of the Property:** The Purchaser offers and agrees to purchase from the Seller and the Seller agrees to sell to the Purchaser, the Property, more fully described in Exhibit A attached hereto and made a part hereof by reference.
2. **Purchase Price:** The Purchaser shall pay to the Seller the Purchase Price of Six Thousand Dollars (\$6,000.00), to be paid at closing.
3. **Title:** The Seller shall deliver or cause to be delivered title to the Property by quit claim deed. Seller makes no warranties or covenants as to title to the Property or as to liens, defects in title, claims of third parties, or encumbrances whatsoever, if any. Purchaser agrees to pay for and accept title to the Property by means of a quit claim deed, subject to any and all liens, encumbrances, zoning regulations existing easements, covenants, conditions, reservations, agreements and restrictions of record, defects in title, claims of third parties, government ordinances, and public utility easements, if any, and further subject to real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable. Said deed shall be delivered to the Purchaser at closing. The Purchaser may, at its expense, secure a title guarantee evidencing title vested in the Seller prior to closing, subject to the above-described exceptions, but the inability to obtain such title evidence will not be grounds for delaying closing or voiding this Agreement.
4. **Special Easement:** The Parties acknowledge that the Property is subject to an Easement held by the Wheeling & Lake Erie Railway Company, recorded in Volume 424, Page 148 of the Deed records of Huron County, Ohio. The Purchaser agrees to purchase the Property subject to said Easement and hereby releases the Seller from any claim, liability, assertion or rights related to the Easement or the exercise of the Easement by the Wheeling & Lake Erie Railway Company or any successor or assign thereof.
5. **Condition and Inspection of the Property:** The Seller hereby warrants that it has inspected the Property, is familiar with its condition, and accepts the Property in its current condition. The Seller accepts the Property without in an "as is" condition, without warranty of any kind from the Seller as to the Property's condition or suitability including, but not limited to, suitability for any particular purpose. The Purchaser,

in entering into this Agreement, acknowledges that has not relied upon any statements, representations, guarantees or warranties made by the Seller or by any employee, agent or representative of the Seller.

6. **Survey, Legal Description, Lot Split:** The Purchaser shall pay for a survey of the Property and the preparation of a legal description of the property to be conveyed. The purchaser shall provide the survey and legal description to the Seller for preparation of the deed. The Parties further acknowledge that, to complete the sale contemplated herein, up a lot-split may be required . The Purchaser shall pay the cost of obtaining approval of any lot-split required for the Property. The Purchaser shall, at its expense, provide such plats or maps as may be required by the Huron County Recorder's Officer or the Huron County Auditor's Office. The aforesaid costs shall be paid by the Purchaser in addition to the Purchase Price.
7. **Environmental Hazards:** The Purchaser acknowledges that the Property formerly utilized as a railroad right-of-way and that, by reason of such use, the Property may be at risk of environmental contamination. The Purchaser agrees to purchase the Property subject to any environmental hazards or risk that are or may be present. Furthermore, the Purchaser shall bear the cost of any environmental assessment, inspection, or remediation of the Property required by any governmental agency having authority over the Property.
8. **Norwalk Community Improvement Corporation:** The Parties understand and agree that, in order to complete the sale contemplated herein, the Seller shall transfer the Property through the Norwalk Community Improvement Corporation (the "CIC"), an organization organized and existing pursuant to Ohio Revised Code Section 1724.10 and Norwalk Ordinance No. 2000-043. The Parties acknowledge that this transaction requires the Seller to transfer its rights and obligations under this Agreement to the CIC and the assumption of such rights and obligations by the CIC. The Parties agree to avail themselves of the authority of the CIC provided by statute, ordinance and any agreement entered into pursuant to statute and ordinance.
9. **Closing and Other Expenses:** The Parties shall incur and pay the expenses associated with this transaction as follows:
  - a) The Seller shall pay the costs of preparation of the deed of conveyance.
  - b) In addition to the expenses listed in paragraph 6, the Purchaser shall pay the costs of the recording of the deed of conveyance and any Purchaser's mortgage, the costs of the survey of the Property and preparation of a legal description therefor, any lot split, title report, guarantee or title if requested by the Purchaser, and the costs of any inspections requested by the Purchaser.
  - c) Each party shall bear and pay its own legal fees, if any.
  - d) Each Party shall pay all other costs incurred by each of them in connection with this transaction.
10. **Contingencies:** This Agreement and the Parties' respective obligations hereunder are contingent upon the following:
  - a) The approval of this Agreement and the sale of the Property through appropriate legislation by the Council of the City of Norwalk, Ohio.



- b) The action of the CIC to carry out the transfer of title to the Property.
- c) The action of any governmental unit or agency having authority over this transaction or the Property to approving the sale of the Property or any lot split required to complete the sale of the Property.
- d) The ability of the Seller to convey title to the Property in accordance with paragraph 3 of this Agreement.

In the event of the failure of any of the foregoing contingencies, this Agreement shall become null and void and the Parties released from their respective obligations hereunder. In such an event any monies expended by either Party pursuant to this Agreement shall become the expense of that Party and shall not be reimbursed by the other Party.

11. **Closing:** Closing shall occur on or before one hundred eighty (180) days from the effective date of approval by the Council of the City of Norwalk, Ohio, of this Agreement and of the sale of the Property. The Purchase shall deposit the sale price with the Seller at closing.
12. **Litigation or Referendum:** If any legislation necessary to the completion of this transaction is not adopted or passed by the Council of the City of Norwalk, Ohio, or if any legislation necessary to the completion of this transaction is challenged by or subject to any litigation or referendum and such litigation or referendum results in the repeal or unenforceability of any such legislation, then this Agreement shall become void, and the Parties released from their respective obligations hereunder. In such an event any monies expended by either Party pursuant to this Agreement shall become the expense of that Party and shall not be reimbursed by the other Party. In the event any such litigation or referendum shall delay or postpone closing as set in paragraph 11 of this Agreement, then the Purchaser shall have the option of declaring this Agreement void. Such option shall be exercised in writing delivered to the Seller in accordance with paragraph 15 hereof. Upon exercise of the option provided in this paragraph this Agreement shall become void and the Parties released from their respective obligations hereunder. In such an event any monies expended by either Party pursuant to this Agreement shall become the expense of that Party and shall not be reimbursed by the other Party.
13. **Miscellaneous:** The Parties acknowledge that the terms of this Agreement have been negotiated and agreed to by the Seller and the Purchaser without the intervention of any broker, realtor, or third party of any kind other than legal counsel. The Parties represent that no sales commission or similar compensation is due or owing by reason of this transaction.

14. **Notices:** Any notice of any kind required by this Agreement shall be given in writing delivered to the other Party by certified U.S. mail to the following addresses:

**Seller:** City of Norwalk, Ohio  
 Attention Mayor David Light  
 38 Whittlesey Avenue  
 Norwalk, Ohio 44857

**Purchaser:** KG Real Estate Investments LLC  
 161 W. Garfield Road  
 Aurora, Ohio 44202

15. **Assignment:** This Agreement may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which may be granted or withheld at the absolute discretion of the Party.
16. **Entire Agreement:** This Agreement is made for the direct benefit of the Seller and Purchaser involved herein, their successors and assigns. This Agreement shall be deemed to contain the whole and complete agreement by and between the Seller and Purchaser, it being agreed that there are no conditions, representations, warranties and/or agreements which are not expressly written, incorporated into, or referenced by this Agreement, or existing outside of this Agreement.

**IN WITNESS WHEREOF,** the City of Norwalk, Ohio, the Seller, has caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

The City of Norwalk, Ohio

By: \_\_\_\_\_  
 David W. Light, Mayor

Sworn to before me and signed in my presence this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Notary Public



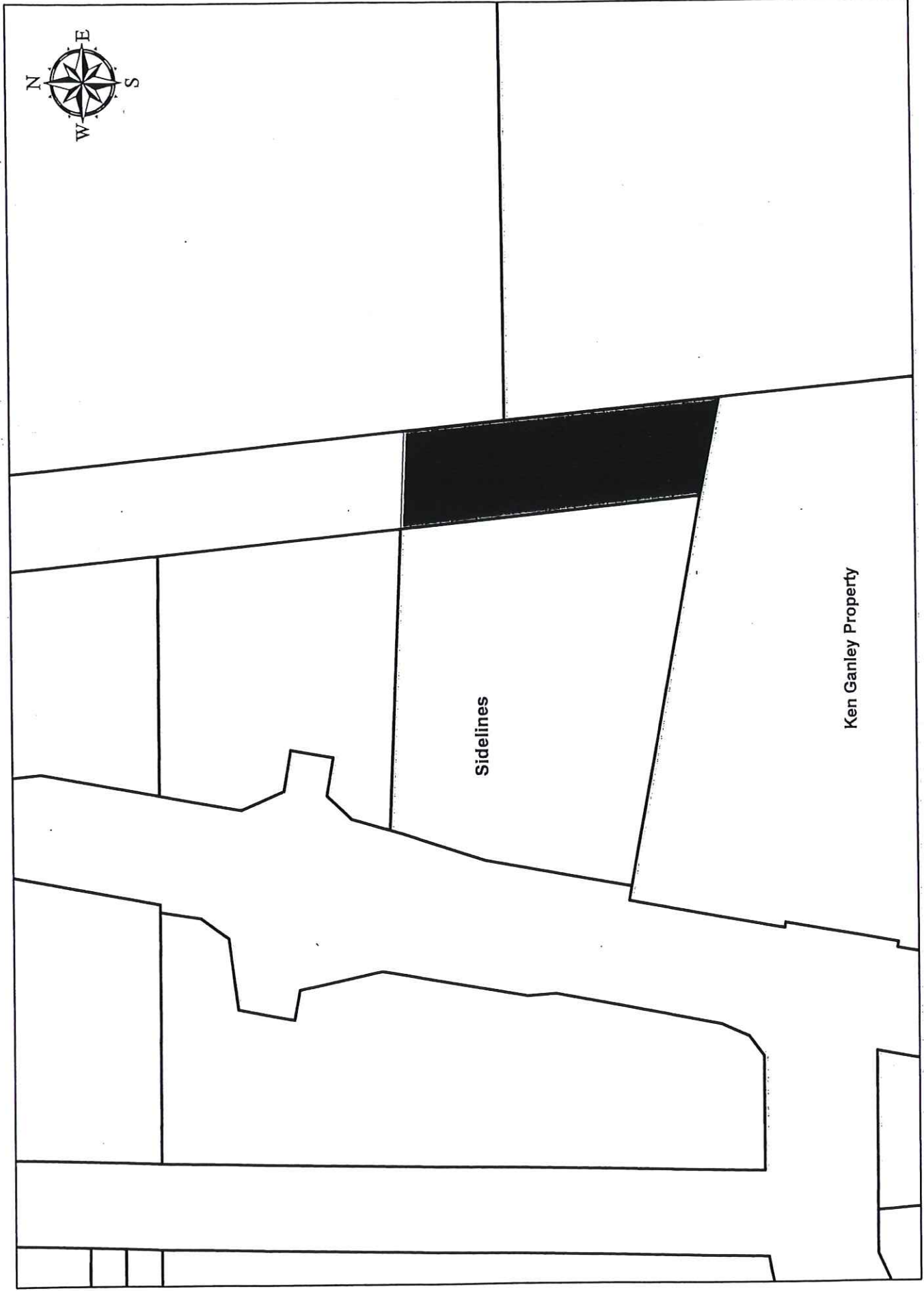
**N WITNESS WHEREOF**, KG Real Estate Investments LLC, the Purchaser, has caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

KG REAL ESTATE INVESTMENTS, LLC

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

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

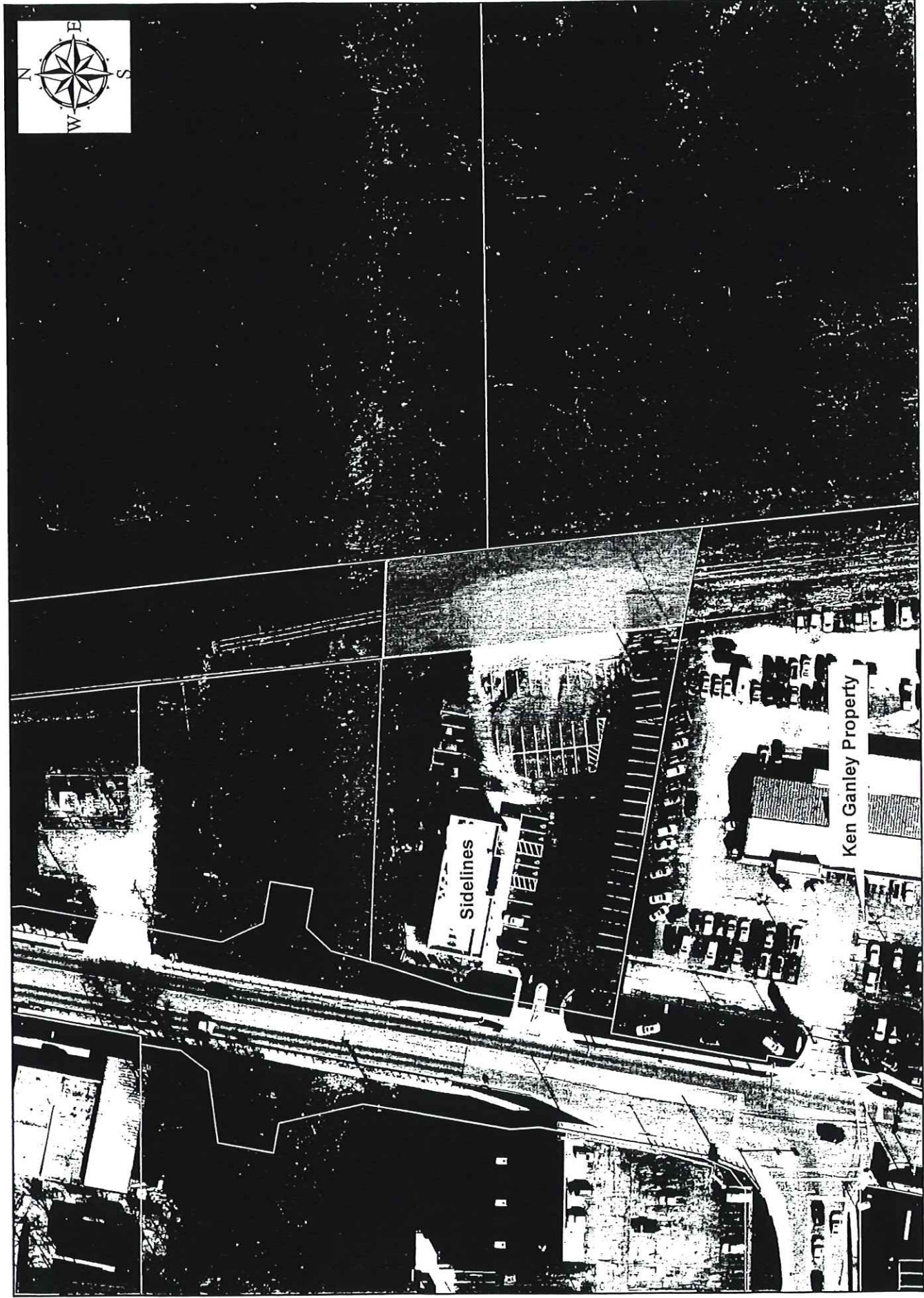
\_\_\_\_\_  
Notary Public



**EXHIBIT A      Highlighted area is approximately 0.32 acres**



# EXHIBIT A



Highlighted area is approximately 0.32 acres



Work Session:	10-10-23	Tabled:		
First Reading:	10-17-23	Referred:	To PC	10-17-23
Second Reading:		Adopted:		
		Defeated:		

CITY OF NORWALK, OHIO  
ORDINANCE NO. 2023 - \_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY NOT REQUIRED FOR MUNICIPAL PURPOSES, APPROVING AN AGREEMENT IN FURTHERANCE THEREOF, AND DIRECTING THE NORWALK COMMUNITY IMPROVEMENT CORPORATION TO SELL SAID PROPERTY IN ACCORDANCE WITH THE AGREEMENT**

Being duly authorized by the Charter of the City of Norwalk, the **Mayor** of the City of Norwalk, does hereby respectfully propose the following legislation:

**WHEREAS**, the City is the owner of certain real property that was a part of the former Wheeling & Lake Erie Railroad right-of-way, which property is not required for any municipal purpose; and

**WHEREAS**, the City has before it an offer to purchase approximately 1.33 acres of the property; and

**WHEREAS**, Ohio Revised Code Section 1724.10 authorizes a municipal corporation to designate a Community Improvement Corporation ("C.I.C.") to act as the agency and instrumentality of the municipal corporation to prepare and carry out a plan of industrial, commercial, distribution, research, and economic development for the municipal corporation and to perform the functions and activities set forth in said Section 1724.10; and

**WHEREAS**, by Agreement dated December 13, 2000, of record in Volume 77, Pages 78 – 84 of the Official Records of Huron County, Ohio, and approved by Ordinance No. 2000-043, the City of Norwalk designated the Huron County Development Council to serve as the City's C.I.C.; and

**WHEREAS**, Council finds that the proposed sale of the property upon the terms and conditions set forth in the proposed Purchase Agreement enhances the commercial and economic development of the City and the City's policy to promote the health, safety, morals and general welfare of the inhabitants of the City of Norwalk; and

**WHEREAS**, pursuant to Section 6.04 of the Charter of the City of Norwalk, Ohio, this matter has been referred to the Planning Commission which, in turn, has submitted its report and recommendations to Council:

**THEREFORE, BE IT ORDAINED**, by the Council of the City of Norwalk, Huron County, Ohio, two-thirds of the legislative authority concurring:

Section 1: That Council finds that the real property which is a part of the former Wheeling & Lake Erie Railroad right-of-way, more fully described in **Exhibit A** attached hereto and made a part hereof by reference (the "Property"), is not required by the City for any municipal purpose and that the sale of the Property to POBKAT 1, LLC, would enhance the commercial and economic development of the City and the City's policy to promote the health, safety, morals and general welfare of the inhabitants of the City of Norwalk.



- Section 2: That Council hereby approves the sale of the Property to POBKAT 1, LLC, upon the terms and conditions set forth in the Purchase Agreement, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference, which Agreement is hereby approved.
- Section 3: That the Mayor is hereby authorized and directed to execute the aforesaid Purchase Agreement on behalf of the City, and to take such further actions as may be necessary to carry out the terms of the Purchase Agreement.
- Section 4: That, pursuant to the authorization of Ohio Revised Code Section 1724.10(B)(2) and paragraph 12 of the Agreement, dated December 13, 2000, by and between the City of Norwalk, Ohio, and the Huron County Development Council, said Huron County Development Council, in its capacity as the Norwalk Community Improvement Corporation (C.I.C.), is authorized and directed to sell and convey the Property upon the terms and conditions set forth in said **Exhibit A**.
- Section 5: That, pursuant to the aforesaid authority, the C.I.C. is authorized and directed to act as the agent for City in completing the transaction set forth in **Exhibit A** and is authorized and directed to perform on behalf of the City all acts required of the City pursuant to **Exhibit A**.
- Section 6: That Council determines the consideration and other terms of the sale set forth in **Exhibit A** to be fair and equitable.
- Section 7: That upon the closing of the transaction described in **Exhibit A**, the C.I.C. shall pay to the City the balance of the sale proceeds following deductions for closing costs attributable to the City.
- Section 8: That the Mayor is authorized and directed to take all actions necessary to carry out this Ordinance.

**WHEREFORE**, this Ordinance will be in full force and effect from and after the earliest period allowed by law.

**ATTESTATION:**

It is hereby attested and affirmed that the foregoing Ordinance received the necessary affirmative roll call votes required for passage on the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Clerk of Council

**ORDINANCE APPROVED:**

\_\_\_\_\_  
David W. Light, Mayor

\_\_\_\_\_  
Date

## EXHIBIT A

### PURCHASE AGREEMENT

**AGREEMENT**, entered into by and between THE CITY OF NORWALK, OHIO, a municipal corporation organized and existing under the laws of the State of Ohio (the "Seller") and POBKAT 1, LLC (the "Purchaser"), WITNESSETH:

WHEREAS, the Seller is the owner of a certain parcel of real property which property is a portion of the former Wheeling & Lake Erie Railroad right-of-way, located in the City of Norwalk, Huron County, Ohio, containing approximately 1.33 acres, and whose location is shown on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Purchaser owns property contiguous to the Property is desirous of purchasing the Property upon the terms and conditions contained herein; and

WHEREAS, the Parties hereto agree that the purchase of the Property by the Purchaser would enhance the general economic development of the City of Norwalk and otherwise contribute to the health, safety, and welfare of the inhabitants of the City:

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

1. **Purchase of the Property:** The Purchaser offers and agrees to purchase from the Seller and the Seller agrees to sell to the Purchaser, the Property, more fully shown on Exhibit A attached hereto and made a part hereof by reference.
2. **Purchase Price:** The Purchaser shall pay to the Seller the Purchase Price of Thirty-nine Thousand Nine Hundred Dollars (\$39,900.00), to be paid at closing.
3. **Title:** The Seller shall deliver or cause to be delivered title to the Property by quit claim deed. Seller makes no warranties or covenants as to title to the Property or as to liens, defects, or encumbrances whatsoever, if any. Purchaser agrees to pay for and accept title to the Property by means of a quit claim deed, subject to any and all liens, encumbrances, defects in title, challenges to title, zoning regulations, existing easements, covenants, conditions, reservations, agreements and restrictions of record, government ordinances, and public utility easements, if any, and further subject to real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable. Said deed shall be delivered to the Purchaser at closing.
4. **Special Easement:** The Parties acknowledge that the Property is subject to an Easement held by the Wheeling & Lake Erie Railway Company, recorded in Volume 424, Page 148 of the Deed records of Huron County, Ohio. The Purchaser agrees to purchase the Property subject to said Easement and hereby releases the Seller from any claim, liability, assertion, or rights related to the Easement or the exercise of the Easement by the Wheeling & Lake Erie Railway Company or any successor or assign thereof.
5. **Condition and Inspection of the Property:** The Purchaser hereby warrants that Purchaser has inspected the Property, is familiar with its condition, and accepts the Property in its current condition. The Purchaser accepts the Property in an "as is" condition, without warranty of any kind from the Seller as to the Property's condition or suitability including, but not limited to, suitability for any particular purpose. The Purchaser, in entering into this Agreement, acknowledges that it has not relied upon any statements, representations, guarantees or warranties made by the Seller or by any employee, agent or representative of the Seller.



6. **Survey, Legal Description, Lot Split:** The Purchaser shall pay for a survey of the Property and the preparation of a legal description. The purchaser shall provide the survey and legal description to the Seller for preparation of the deed. The Purchaser shall pay the cost of obtaining approval of any lot-split for the Property which may be required. The Purchaser shall pay for any map, plat, or other drawing or document of the Property required by the Huron County Recorder's Office. The aforesaid costs shall be paid by the Purchaser in addition to the Purchase Price.
7. **Environmental Hazards:** The Purchaser acknowledges that the Property was formerly utilized as a railroad right-of-way and that, by reason of such use, the Property may be at risk of environmental contamination. The Purchaser agrees to purchase the Property subject to any environmental hazards or risk that are or may be present. Furthermore, the Purchaser shall bear the cost of any environmental assessment, inspection, or remediation of the Property required by any governmental agency having authority over the Property.
8. **Norwalk Community Improvement Corporation:** The Parties understand and agree that, in order to complete the sale contemplated herein, the Seller shall transfer the Property through the Huron County Development Council which serves as the Seller's Community Improvement Corporation (the "CIC"), pursuant to Ohio Revised Code Section 1724.10 and an agreement of record in Volume 77, Pages 78 – 84 of the Official Records of Huron County, Ohio. The Parties acknowledge that this transaction requires the Seller to transfer title through the CIC and the assumption of such authority by the CIC. The Parties agree to avail themselves of the authority of the CIC provided by statute, ordinance and any agreement entered into pursuant to statute and ordinance.
9. **Closing and Other Expenses:** The Parties shall incur and pay the expenses associated with this transaction as follows:
  - a) The Seller shall pay the costs of preparation of the deed of conveyance.
  - b) The Purchaser shall pay the costs of the recording of the deed of conveyance, any map or plat required by the Huron County Recorder's Office, and any Purchaser's mortgage.
  - c) The Purchaser shall pay the costs of the survey of the Property and preparation of the legal descriptions therefor, the costs of any lot split, and the costs of any inspections requested by the Purchaser.
  - d) Each party shall bear and pay its own legal fees, if any.
  - e) Each Party shall pay all other costs incurred by each of them in connection with this transaction.
10. **Contingencies:** This Agreement and the Parties' respective obligations hereunder are contingent upon the following:
  - a) The approval of this Agreement and the sale of the Property through appropriate legislation by the Council of the City of Norwalk, Ohio.
  - b) The action of the CIC to carry out the transfer of title to the Property.

- c) The action of any governmental unit or agency having authority over this transaction or the Property approving the sale of the Property or any lot split required to complete the sale of the Property.
- d) The completion of a pending sale of a separate portion of the railroad right-of-way located south of and adjoining to the property which is the subject of this Agreement.
- e) The ability of the Seller to convey title to the Property in accordance with paragraph 3 of this Agreement.

In the event of the failure of any of the foregoing contingencies, this Agreement shall become null and void and the Parties released from their respective obligations hereunder. In such an event any monies expended by either Party pursuant to this Agreement shall become the expense of that Party and shall not be reimbursed by the other Party.

11. **Closing:** Closing shall occur on or before sixty (60) days after the approval by the Council of the City of Norwalk, Ohio, of this Agreement. Closing shall be held in the Office of the Law Director of the City of Norwalk, Ohio.
12. **Litigation or Referendum:** If any legislation necessary to the completion of this transaction is challenged by or subject to any litigation or referendum and such litigation or referendum results in the repeal or unenforceability of any such legislation, then this Agreement shall become void, and the Parties released from their respective obligations hereunder. In such an event any monies expended by either Party pursuant to this Agreement shall become the expense of that Party and shall not be reimbursed by the other Party. In the event any such litigation or referendum shall delay or postpone closing as set in paragraph 11 of this Agreement, then the Purchaser shall have the option of declaring this Agreement void. Such option shall be exercised in writing delivered to the Seller in accordance with paragraph 14 hereof. Upon exercise of the option provided in this paragraph this Agreement shall become void and the Parties released from their respective obligations hereunder. In such an event any monies expended by either Party pursuant to this Agreement shall become the expense of that Party and shall not be reimbursed by the other Party.
13. **Miscellaneous:** The Parties acknowledge that the terms of this Agreement have been negotiated and agreed to by the Seller and the Purchaser without the intervention of any broker, realtor, or third party of any kind other than legal counsel. The Parties represent that no sales commission or similar compensation is due or owing by reason of this transaction.
14. **Notices:** Any notice of any kind required by this Agreement shall be given in writing delivered to the other Party by certified U.S. mail to the following addresses:

**Seller:** City of Norwalk, Ohio  
 Attention Mayor David Light  
 38 Whittlesey Avenue  
 Norwalk, Ohio 44857



**Purchaser: POBKAT 1, LLC**  
 300 Milan Avenue  
 Norwalk, Ohio 44857

15. **Assignment:** This Agreement may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which may be granted or withheld at the absolute discretion of the Party.
16. **Entire Agreement:** This Agreement is made for the direct benefit of the Seller and Purchaser involved herein, their successors and assigns. This Agreement shall be deemed to contain the whole and complete agreement by and between the Seller and Purchaser, it being agreed that there are no conditions, representations, warranties and/or agreements which are not expressly written, incorporated into, or referenced by this Agreement, or existing outside of this Agreement.

**IN WITNESS WHEREOF**, the City of Norwalk, Ohio, the Seller, has caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

The City of Norwalk, Ohio

By: \_\_\_\_\_  
 David W. Light, Mayor

Signed and acknowledged in the presence of:

\_\_\_\_\_  
 witness

\_\_\_\_\_  
 address

\_\_\_\_\_  
 witness

\_\_\_\_\_  
 address

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Notary Public

**IN WITNESS WHEREOF**, Patrick O'Brien, President of POBKAT 1, LLC, the Purchaser, has caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

POBKAT 1, LLC

By: \_\_\_\_\_  
Patrick O'Brien, President

Signed and acknowledged in the presence of:

\_\_\_\_\_  
witness

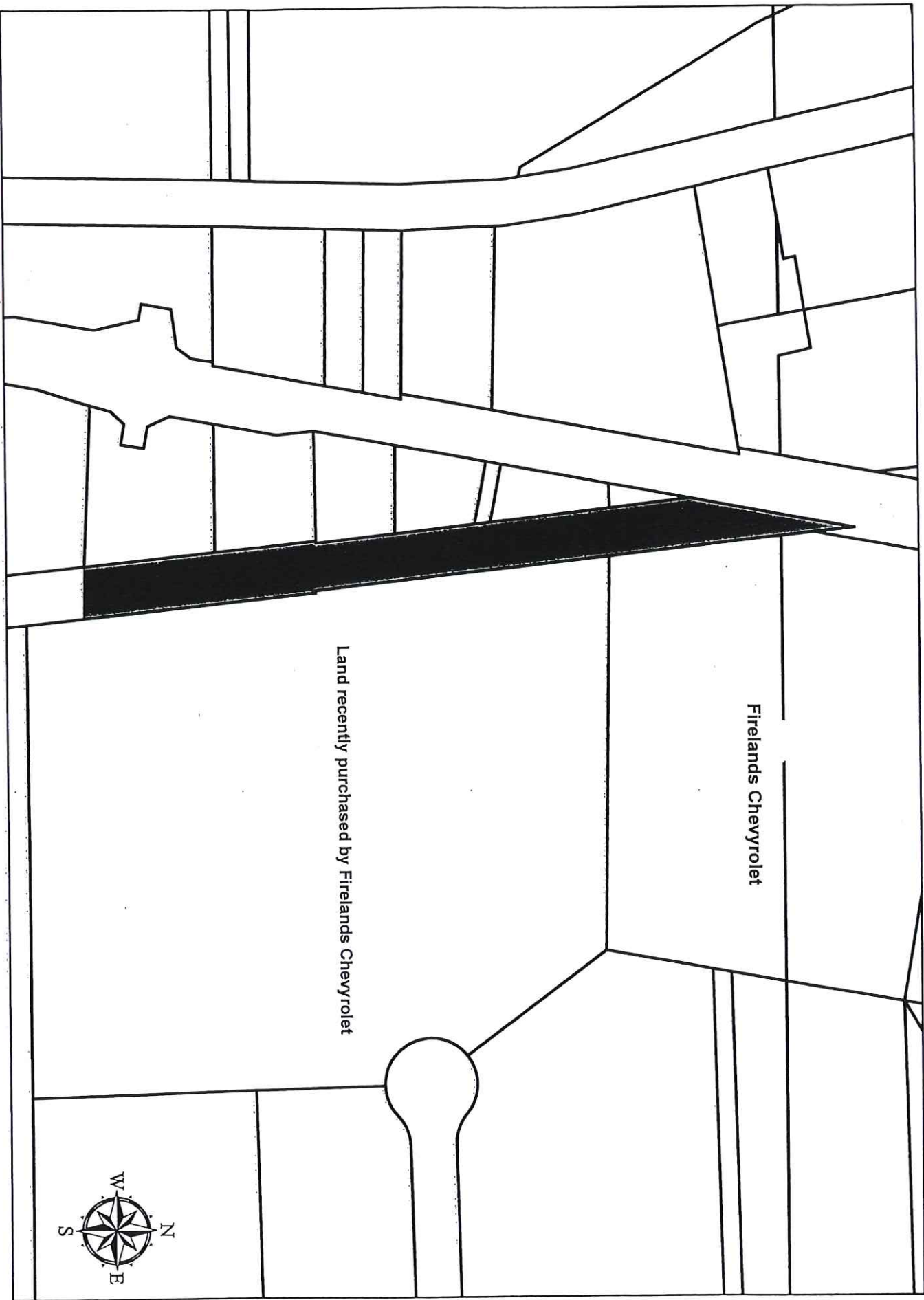
\_\_\_\_\_  
address

\_\_\_\_\_  
witness

\_\_\_\_\_  
address

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

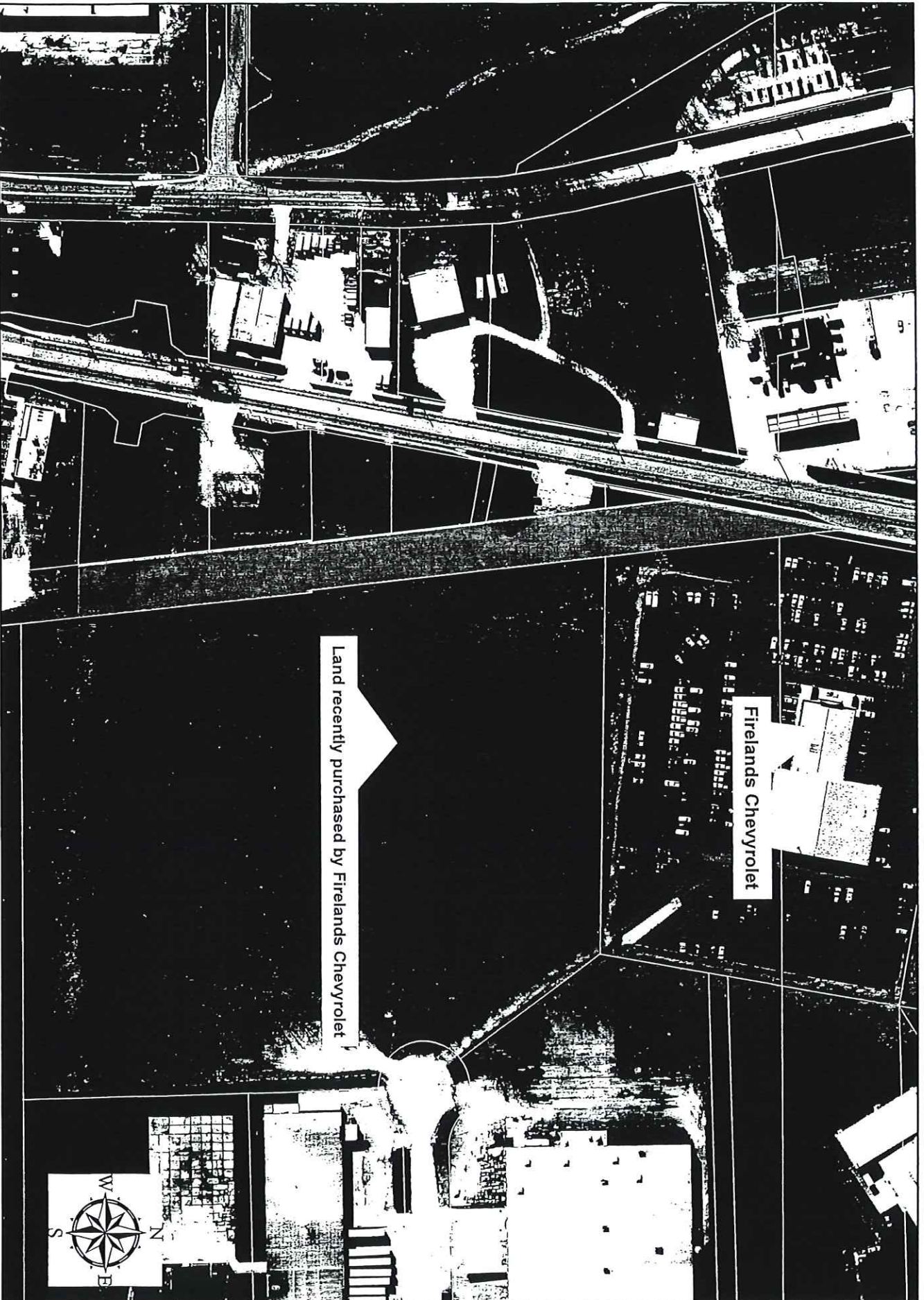
\_\_\_\_\_  
Notary Public



Highlighted area is approximately 1.33 acres

EXHIBIT A





Highlighted area is approximately 1.33 acres

EXHIBIT A