

BY: Mr. Simonovich

TEMP. NO. 7310

ORDINANCE NO. 104-99

AN ORDINANCE TO VACATE A PORTION OF DURRELL AVENUE.

WHEREAS, the owners of property at 220 Duff Drive and 228 Duff Drive, which abut a portion of the public right-of-way of Durrell Avenue within the Orchard Estates Subdivision No. 3 as platted in 1955 in the City of Avon Lake, have petitioned to the City to vacate the portion of Durrell Ave., and

WHEREAS, the Planning Commission did consider said petition aforementioned and did by affirmative vote recommend at its regular meeting of December 15, 1998, that said vacating should be granted, and

WHEREAS, this Council is satisfied that there is good cause for the vacating as prayed for and that such will not be detrimental to the general interest, safety and welfare, and that said vacation ought to be granted with certain conditions, now therefore;

BE IT ODAINED BY THE COUNCIL OF THE CITY OF AVON LAKE,
STATE OF CHIO:

Section No. 1: That the portion of property on Durrell Avenue, consisting of approximately 8,280 square feet of public right-of-way at the western terminus of Durrell Avenue at the intersection of Duff Drive, be and the same is hereby vacated reserving and excepting unto the City of Avon Lake an easement within said right-of-way for all public utilities, including water, sanitary and storm, sewers, electric for public utilities, including water, sanitary and storm sewers, electric, telephone or gas lines, and further restricting the right to erect any permanent structures thereon.

Section No. 2: Said vacation of a portion of Durrell Avenue, as stated in Section 1 above, shall not occur until a written agreement, prepared by the Director of Law, between the City and property owners at 220 Duff Drive and 228 Duff Drive is executed/~~and performed.~~ Said contract shall state among its terms that the property owners at 220 Duff Drive and 228 Duff Drive shall, at the time and in the manner prescribed by the City of Avon Lake, be responsible for installation of curb, sidewalk installation,

landscaping, top soil and seeding.

Section No. 3: That the Engineering Department of the City of Avon Lake is hereby directed to cause to be recorded the vacation plat with the County Recorder.

Section No. 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 O.R.C.

Section No. 5: That this Ordinance shall be in full force and effect from and after the earliest period allowed by law.

1st reading: 5-10-99

2nd reading: 5-24-99

3rd reading:

PASSED: 6-14-99


President of Council

POSTED: 6-18-99

6-14-99
Approved

ATTEST: 



AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE CITY OF AVON LAKE, hereinafter called the "Grantor", owner of real property located at Durrell Avenue and Duff Drive, Avon Lake, Ohio, and more specifically described on Exhibits A and B attached hereto and made a part hereof, hereinafter called the "Premises", does intend to vacate and convey a portion of Durrell Avenue, located on the right of way on the west side of Duff Drive and Durrell Avenue to James S. Hamel, owner of 04-00-007-130-012, subplot 43, (Exhibit A), and James Blazina, owner of 04-00-007-139-001, subplot 45, (Exhibit B), hereinafter "Grantees", together with their heirs, successors, and assigns. Said agreement and vacation is subject to the following covenants and conditions.

1. Improvements are required. However, the improvements to the vacated portion of Durrell Drive will not be required until Canterbury Road has been connected to Duff Drive.

2. Once the aforementioned connection has occurred, there remains additional duties and improvements to be performed by both the Grantor as well as the Grantees.

3. The Grantor will be responsible for the barricade removal, asphalt paving removal, concrete curb removal, and catch basin relocation. The barricade that is to be removed is approximately 24 feet in length. The asphalt paving to be removed is

4. The Grantees will be responsible for the following improvements which must be completed before the conveyance occurs. The grantees are responsible for concrete curb installation, sidewalk installation, landscaping, top soil, and seeding. The concrete curb to be installed is to be 77 LN Feet. The sidewalk to be installed is to be approximately 45 SQ. Feet. The landscaping to be performed is to be approximately 1000 SQ. Feet. The top soil required is a minimum of 5 CU. Yards. The seeding required is approximately 1000 SQ. Feet. When all of the aforementioned conditions have been satisfied by the Grantees, along with the aforementioned conditions imposed on the City of Avon Lake, Ohio, the vacated parcel of land described in Exhibit A will be conveyed to James S. Hamel and the vacated parcel of land described in Exhibit B will be conveyed to James Blazina. James S. Hamel and James Blazina will be jointly and severally liable and responsible for the completion of the conditions.

5. All construction shall be subject to inspection and approval by the City Engineer, and all work shall meet the standards and requirements of the City of Avon Lake.

6. The costs of City inspection for above improvements shall be paid by the Grantor.

7. All the above mentioned work shall be completed and approved within 180 days following the connection of Duff and Canterbury. JS# JB mu

IN WITNESS WHEREOF, said CITY OF AVON LAKE, OHIO, JAMES S. HAMEL, and JAMES BLAZINA have hereunto set their hands this 14 day of

STATE OF OHIO,)
): SS:
COUNTY OF LORAIN,)

Before me, a Notary Public in and for said County and State, personally appeared the above-named VINCENT M. URBIN, who acknowledged that he did sign the foregoing agreement and that the same was the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal
this 14 day of June, 1999.

Kathleen A. Lynch
NOTARY PUBLIC
KATHLEEN A. LYNCH
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES 9/30/01

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF :

James S. Hamel
JAMES S. HAMEL

HR St

Kathleen A. Lynch

STATE OF OHIO,)
): SS:
COUNTY OF LORAIN,)

Before me, a Notary Public in and for said County and State, personally appeared the above-named JAMES S. HAMEL, who acknowledged that he did sign the foregoing agreement and that the same was the free act and deed.

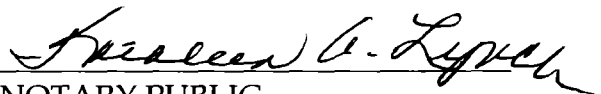
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal
this 14 day of June, 1999.

Kathleen A. Lynch
NOTARY PUBLIC

STATE OF OHIO,)
): SS:
COUNTY OF LORAIN,)

Before me, a Notary Public in and for said County and State, personally appeared the above-named JAMES BLAZINA, who acknowledged that he did sign the foregoing agreement and that the same was the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal
this 14 day of June, 1999.


NOTARY PUBLIC

KATHLEEN A. LYNCH
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES 9/30/01