

TRANSFERRED
IN COMPLIANCE WITH SEC. 819-202
OHIO REV. CODE

FEB 18 1985

JULIAN A. PIJOR
LORAIN COUNTY AUDITOR

ORDINANCE NO. 124-83

AN ORDINANCE VACATING THAT PORTION OF WEST 20TH STREET IN THE CITY OF LORAIN, OHIO, BETWEEN LIVINGSTON AVENUE AND REID AVENUE AND AUTHORIZING THE SERVICE DIRECTOR OF THE CITY OF LORAIN TO ENTER INTO AN AGREEMENT TO VACATE AND DECLARING AN EMERGENCY.

WHEREAS, a petition signed on April 4, 1983 by 100% of the owners of property abutting the frontage and that portion of West 20th Street in the City of Lorain, Ohio, between Livingston Avenue and Reid Avenue, the legal description of which is attached hereto and marked Exhibit "A", was clearly presented to City Council praying that said part of the street be vacated; and

WHEREAS, on the 25th day of July, 1983, the Buildings and Lands Commi referred said matter for public hearing; and

WHEREAS, on the 6th day of September, 1983, a public hearing was held to consider the matter of vacating the subject street; and

WHEREAS, after deliberations and following the public hearing held on September 6, 1983, the Buildings and Lands Committee of Lorain City Council approved said vacation; and

WHEREAS, City Council, upon hearing is satisfied that there is good c for such vacation as prayed for; that it will not be detrimental to the gen. interest and ought to be made; and

WHEREAS, under the provisions of Section 723.06 ORC notice of pendenc and prayer of said petition is not required.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OHIO:

SECTION I. That that part of West 20th Street between Livingston Avenue Reid Avenue as described in the legal description attached hereto and marked as Exhibit "A", be the same is hereby vacated, subject however to the reservations that the City of Lorain, Ohio reserves unto itself, easement rights for the maintenance of existing sanitary sewers, storm sewers and water lines in, under and across the vacated premises.

SECTION II. That the Service Director of the City of Lorain, Ohio is hereby authorized and empowered to enter into on behalf of the City of Lorain, Ohio, the "Agreement to Vacate", attached hereto marked as Exhibit "B" and made a part hereof.

SECTION III. That that part of the street vacated herein shall become and the title thereto shall vest in St. Joseph Hospital of Lorain, Ohio.

SECTION IV. That it is found and determined that all formal actions of the Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22, Ohio Revised Code.

SECTION V. That this ordinance is hereby declared to be an emergency, the nature of the emergency being the immediate need to vacate the portion of West 20th Street in the City of Lorain, Ohio, between Livingston Avenue and Reid Avenue. Therefore, this ordinance shall take effect immediately upon its passage and approval by the Mayor providing it receives the statutory requirements for passage, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 6 September, 1983

[Signature]
PRESIDENT OF COUNCIL

#16529

APPROVED
LORAIN CO.
MAP DEPT.
DATE 2-18-86
PAGE 2-01-003 F
BY T-McNair
VOID AFTER

LEGAL DEPARTMENT
CITY OF LORAIN, OHIO
EDWARD M. ZALESKI
LAW DIRECTOR
CITY HALL - 7TH FLOOR
LORAIN, OHIO 44082-1893
PHONE: (216) 244-8883

Situated in the City of Lorain, County of Lorain and State of Ohio, and being known as part of Original Black River Township Lot No. 3, Tract No. 1, and more definitely described as follows:

Beginning in the easterly sideline of Reid Avenue, 66 feet wide, at the northwesterly corner of Block 1 in Hogan's Third Addition as recorded in Volume 3, Page 31 of Lorain County Plat Records;

Thence north 6 degrees 58' west, a distance of 66.00 feet to the southwesterly corner of Sublot No. 13 in Block 8 in W.A. Braman's Subdivision as recorded in Volume 3, Page 18 of Lorain County Plat Records;

Thence north 83 degrees 02' east in the southerly line of Sublots Nos. 13 and 1 in Block 8, a distance of 300.00 feet to a point in the westerly sideline of Livingston Avenue, 80 feet wide;

Thence south 6 degrees 58' east, a distance of 66.00 feet to a point in the northerly line of Block 1 in Hogan's Third Addition;

Thence south 83 degrees 02' west in the northerly line of Block 1, a distance of 300.00 feet to the place of beginning;

Enclosing a parcel containing 0.455 acre, to be the same more or less but subject to all legal highways.

LEGAL DEPARTMENT
CITY OF LORAIN, OHIO
EDWARD M. ZALESKI
LAW DIRECTOR
CITY HALL - 7TH FLOOR
LORAIN, OHIO 44092-1693
PHONE: (216) 244-3883

EXHIBIT "A"

AGREEMENT TO VACATE

This Agreement made this _____ day of _____, 1983, by and between ST. JOSEPH HOSPITAL OF LORAIN, OHIO, (hereinafter referred to as "Hospital"), and THE CITY OF LORAIN, OHIO (hereinafter referred to as "City"),

WITNESSETH

WHEREAS, Hospital has heretofore filed its petition requesting that the City vacate that portion of West 20th Street in the City of Lorain, Ohio, between Livingston Avenue and Reid Avenue, the legal description of which is attached hereto and marked "Exhibit A", and

WHEREAS, City has existing utilities consisting of a storm sewer line which is a 74 inch by 54 inch brick sewer, and a sanitary sewer line which is a 27 inch by 23 inch brick sewer line, as shown in Map No. 2320-A, which is attached hereto and marked "Exhibit B", and

WHEREAS, Hospital desires to construct an addition to its existing hospital facilities located on 20th Street in the City of Lorain, and a portion of the new facility, as contemplated, will cover and be built over a portion of the property vacated, as depicted in Exhibit B, and

WHEREAS, the parties desire to define their respective rights, duties and obligations in connection with the vacation of the real estate described in Exhibit A, and the maintenance of the utilities described above.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties agree as follows:

[1] City agrees to vacate that section of 20th Street in the City of Lorain between Reid Avenue and Livingston Avenue, the legal description of which appears as Exhibit A to this Agreement.

[2] Hospital shall immediately file an application with the State of Ohio, Department of Health, for a Certificate of Need, to enable the Hospital to construct an addition to its existing facilities located on 20th Street in the City of Lorain, which addition will consist of a North Wing to the Hospital as depicted in Exhibit B. Hospital shall diligently pursue its application to completion and use its best efforts to obtain approval of its application. Should the application or such amended application as is filed by the Hospital be denied by the State of Ohio, Department of Health, then Hospital agrees to rededicate the real estate described in Exhibit A, to the City.

[3] Upon the vacation of that portion of 20th Street described in Exhibit A, Hospital shall execute, in favor of the City, an Easement Agreement granting to the City a non-exclusive easement for the purposes of maintaining its existing underground utility services, said easement being set forth in Exhibit C.

[4] Prior to the actual construction of the North Wing as depicted in Exhibit B, Hospital agrees to replace, at its sole cost and expense, the presently existing storm sewer line which is a 74 inch by 54 inch brick sewer, and the presently existing sanitary sewer line, which is a 27 inch by 23 inch brick sewer line, and any water lines that are located under that area which is to be covered by what will be the new lobby of the Hospital, as depicted in Exhibit B. It is contemplated that the Hospital will replace approximately 54 feet, which is the width of the building which will cover that portion of

the vacated real estate. Hospital further will construct, at its sole expense, four (4) new manholes, two (2) on the east side of the building and two (2) on the west side of the building, which will provide access to the storm sewer and sanitary sewer lying beneath the lobby area as set forth in Exhibit B.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year first above written.

CITY OF LORAIN, OHIO

by:

ST. JOSEPH HOSPITAL OF LORAIN, OHIO

by:

EXHIBIT A

Situated in the City of Lorain, County of Lorain and State of Ohio, and being known as part of Original Black River Township Lot No. 3, Tract No. 1, and more definitely described as follows:

Beginning in the easterly sideline of Reid Avenue, 66 feet wide, at the northwesterly corner of Block 1 in Hogan's Third Addition as recorded in Volume 3, Page 31 of Lorain County Plat Records;

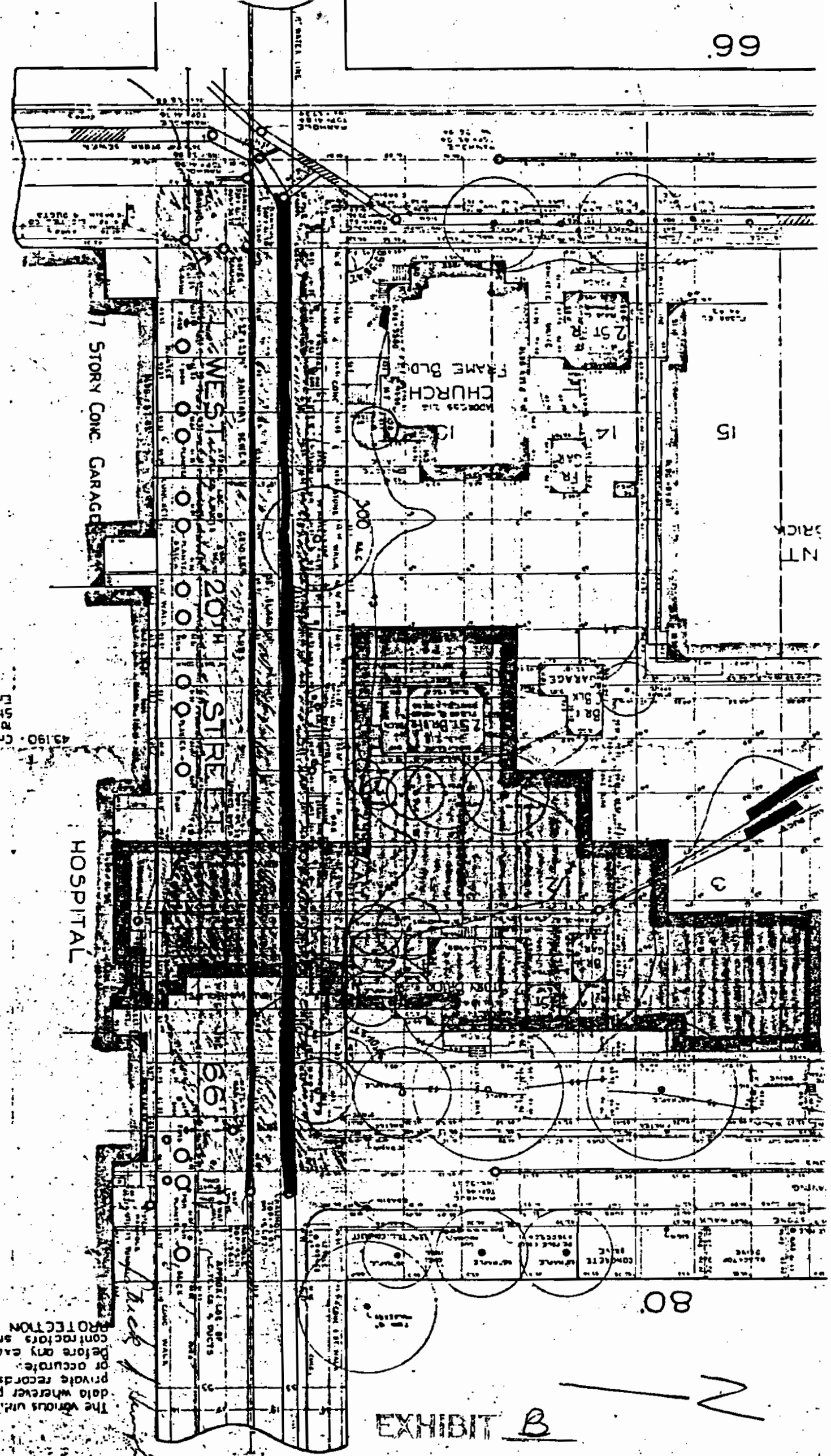
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Thence south 83 degrees 02' west in the northerly line of Block 1, a distance of 300.00 feet to the place of beginning;

Enclosing a parcel containing 0.455 acre, to be the same more or less but subject to all legal highways.



7 STORY CONC. GARAGE

WEST 20TH STREET

CHURCH

HOSPITAL

EXHIBIT B

80

43190 - Cross cut on top
 to Church at north
 Street and Red
 Engineers Ben

The various utility lines show
 data wherever possible and
 provide records which ma
 or accurate.
 Before any excavations are
 contractors shall contact
 PROTECTION SERVICE

Architect
Jack J. [unclear]

NT
BRICK

15

14

13

12

11

10

300

250

150

100

50

0

WATER LINE

SEWER LINE

PHONE LINE

ELECTRIC LINE

TRUCK DRIVE

TRUCK DRIVE

TRUCK DRIVE

TRUCK DRIVE

TRUCK DRIVE

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TRUCK DRIVE

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

ST. JOSEPH HOSPITAL OF LORAIN, OHIO, the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of the City of Lorain, Ohio, the Grantee, does hereby grant unto Grantee, its successors and assigns, an easement and right-of-way, together with the rights and privileges hereinafter set forth, for the maintenance of its existing sanitary sewer, storm sewer and water lines in, under and across the following described premises:

Situated in the City of Lorain, County of Lorain and State of Ohio, and being known as part of Original Black River Township Lot No. 3, Tract No. 1, and more definitely described as follows:

Beginning in the easterly sideline of Reid Avenue, 66 feet wide, at the northwesterly corner of Block 1 in Hogan's Third Addition as recorded in Volume 3, Page 31 of Lorain County Plat Records;

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Enclosing a parcel containing 0.455 acre, to be the same more or less but subject to all legal highways.

In addition to said easement and right-of-way, the following rights are hereby granted to the City of Lorain, Ohio:

[1] To inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way across the premises, such underground lines, pipe, conduits and other usual fixtures and appurtenances as may by Grantee deemed necessary or become necessary for or in connection with the underground utilities located under the right-of-way;

[2] To enter and pass on, over and across any part of the premises described above when reasonably necessary for access to and from said right-of-way;

Grantor reserves the right to use the right-of-way area in ways not inconsistent with the use of the area by the Grantee, subject to Grantee's rights enumerated herein. In the event that Grantee digs up the right-of-way or portion thereof, or otherwise uses the right-of-way for any of the purposes herein enumerated which require the removal of flower, shrubbery or improvements built by the Grantor over the right-of-way, Grantee shall exercise ordinary care in removing them, and shall return earth excavated by Grantee to the area. Grantee shall not be responsible for replacing flowers, shrubbery or improvements. It is specifically understood and agreed that Grantee shall not be responsible for damage to improvements of Grantor located on or above the right-of-way so long as it uses ordinary care in the maintenance of its facilities located under the right-of-way.

The easement and rights herein granted are subject to equal rights of other utilities in that portion of the premises as set forth above for utility purposes.

To have and to hold said easement rights and the right-of-way to Grantee, its successors and assigns, forever. And Grantor does for itself and its successors and assigns, covenant that it is well seized of the above described premises and has good right to grant the foregoing rights and privileges.

EASEMENT

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ST. JOSEPH HOSPITAL OF LORAIN, OHIO, the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of the City of Lorain, Ohio, the Grantee, does hereby grant unto Grantee, its successors and assigns, an easement and right-of-way, together with the rights and privileges hereinafter set forth, for the maintenance of its existing sanitary sewer, storm sewer and water lines in, under and across the following described premises:

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To have and to hold said easement rights and the right-of-way to Grantee, its successors and assigns, forever. And Grantor does for itself and its successors and assigns, covenant that it is well seized of the above described premises and has good right to grant the foregoing rights and privileges.

IN WITNESS WHEREOF, we hereunto set our hand as of the
_____ day of _____ 1983.

In the Presence of:

ST. JOSEPH HOSPITAL OF LORAIN, OHIO

by:

Its _____

STATE OF OHIO

SS

LORAIN COUNTY

Before me, a Notary Public in and for said County,
personally appeared the above named St. Joseph Hospital of Lorain,
Ohio, by _____ its

_____ who acknowledged that he did sign the foregoing instrument for and on
behalf of said Corporation, by authority of its Board of Directors,
and that the same is the free act and deed of said Corporation and the
free act and deed of him personally and as such officer.

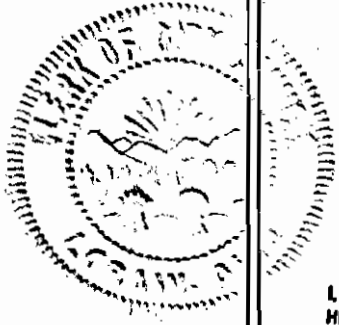
IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at Lorain, Ohio, this _____ day of
_____, 1983.

Notary Public

ATTEST Arlene K. Kokinda CLERK

APPROVED: 7 September, 1983

W E Parker
MAYOR



I, ARLENE K. KOKINDA, CLERK OF COUNCIL OF THE CITY OF LORAIN, OHIO, DO
HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND ACCURATE COPY OF
ORDINANCE/RESOLUTION NO. 12-20-83 PASSED ON THE 6th DAY OF
September, 1983 BY SAID COUNCIL AND
TAKEN FROM THE RECORDS ON FILE IN THE OFFICE OF THE CLERK OF COUNCIL.

12-20-83 Arlene K. Kokinda
DATE CLERK OF COUNCIL

LEGAL DEPARTMENT
CITY OF LORAIN, OHIO
EDWARD M. ZALESKI
LAW DIRECTOR
CITY HALL - 7TH FLOOR
LORAIN, OHIO 44052-1883
PHONE: (316) 244-8883