

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
PURCHASE CONTRACT FOR PROPERTY SOLD PURSUANT TO R.C. 5501.34 and 5501.45

ODOT Agreement No. 2023-1	County: Delaware
Brad Ruble Property Manager for ODOT	Route: n/a
400 E. William St. Delaware, Ohio 43015 740-833-8172 ODOT Address and Phone Number	Section: n/a Parcel(s): APN# 41741116009000
City of Sunbury Attn: Steve Pyles 740-965-2684 Purchaser(s) Name and Phone Number	State Job No.: 06994(1) PID: 116576
PO Box 508 Sunbury, Ohio 43074 Purchaser(s) Address	Purchaser: Site or P.M.: site Parcel Size: Acres .88 Square Feet
0 Morning St. Sunbury, Ohio 43074 Location of State-Owned Property: See Exhibit A	

This Agreement, entered into as of the last date signed by either of the parties, by and between the State of Ohio, by and through its Director of Transportation or said Director's duly authorized representative ["Seller"] and City of Sunbury, of Delaware Ohio ["Purchaser"]; and

WHEREAS, in accordance with section 5501.45 of the Ohio Revised Code, on, January 9, 2023, Seller offered for sale a certain parcel (or parcels) of property more particularly described in Exhibit A attached hereto and by this reference incorporated herein ["Subject Property"]; and

WHEREAS, the Purchaser is a political subdivision of the State of Ohio such that under R.C. 5501.45(E), Seller may convey the Subject Property upon such consideration as the Director of Transportation determines to be fair and reasonable, without competitive bidding; and

WHEREAS, the Subject Property was found to have an appraised fair market value of **FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$45,000.00)**; and

WHEREAS, Purchaser has accepted Seller's offer to purchase the Subject Property and has agreed to pay the entire appraised fair market value of **FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$45,000.00)**.

NOW THEREFORE, in consideration of the foregoing and the further consideration of the promises, agreements and covenants hereinafter contained, Seller and Purchaser hereby contract as follows:

1. Purchaser will pay to Seller the sum of **FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$45,000.00)** [**“Total Purchase Price”**] due and payable at the time of the consummation and closing of this Agreement.
2. Purchaser will not under any circumstances advertise or agree to sell or otherwise alienate the Subject Property, or any portion thereof, to any third party until after the Director’s Deed, as contemplated by this Agreement and described in § 4, below, has been delivered to Purchaser. If Purchaser fails to abide with the terms of this section, then, at its exclusive option, Seller may cancel the within contemplated sale and conveyance to Purchaser.
3. Purchaser will assume and pay all taxes, assessments and penalties that might be due and payable on said property as of the date of this Agreement, and Purchaser will be exclusively responsible for any and all taxes, assessments and penalties subsequently assessed and accrued.
4. Seller, upon fulfillment of all the obligations and terms of this Agreement, will convey the Subject Property to the Purchaser. The conveyance instrument will be a Director's Deed that quit-claims all the rights, titles and interests of the State of Ohio in and to the Subject Property. Said Director's Deed will be delivered to Purchaser at the time of closing of this Agreement, at which time Purchaser will pay to Seller the Total Purchase Price as described in § 1 above.
5. The consummation and closing of this Agreement will occur at such time and place as the parties may agree, but not later than thirty (30) days after Seller notifies Purchaser in writing that the Seller is ready to consummate and close this Agreement; Seller anticipates that Director’s Deed needed to consummate and close this Agreement will be available within ninety (90) days of the date on which this Agreement is executed by the parties.
6. Except as may have been otherwise specified in Seller’s notice of sale of the Subject Premises, Purchaser will not take possession of the Subject Property until the consummation and closing of this Agreement occurs.
7. This Agreement shall be a valid and binding contract for sale and purchase of the Subject Property at such time as it is fully executed by both Seller and Purchaser and Purchaser's Fiscal Officer has provided the certification of funds provided under Section 5705.31.
8. If the Subject Property, or a portion thereof, is damaged or destroyed by fire or other cause between the date on which this Agreement is executed by the parties and the date on which this Agreement is consummated and closed, then at its exclusive option Seller may:
 - (a) Elect to proceed with the consummating and closing this Agreement, in which event Seller will restore the Subject Property to substantially the same condition it was at the time of the execution of this Agreement; or

- (b) Elect to rescind this Agreement, in which event the parties will be released from all duties, obligations and liabilities created by this Agreement and the Down Payment will be refunded to Purchaser.

9. Seller is conveying the Subject Property in an AS-IS, WHERE-IS condition, WITH ALL FAULTS, including all defects, known or unknown; provided, however Seller (without a duty to inspect and discover) shall disclose to Purchaser any and all defects or faults known to Seller. Both Seller and Purchaser are acting at arm's length to protect their own interests, and Purchaser has and will use its own independent judgment concerning the sale and purchase of the Subject Property. Seller does not make to Purchaser, and Seller expressly disclaims, any representations, warranties and/or guarantees, express or implied, oral, or written, of any kind whatsoever as to the Subject Property, including but not limited to any warranties of title.

10. Purchaser assumes all environmental liability and responsibility with respect to the land and its improvements and further agrees to indemnify and hold harmless the State of Ohio and its Department of Transportation, employees, agents, contractors and officials against any and all damages, claims, liability, loss, fines, or expenses, including, but not limited to, attorney's fees and litigation costs, related to the discovery, presence, disposal, release or clean-up of contaminants, hazardous materials, or wastes affecting the Subject Property, or the soil, water, vegetation, buildings or personal property located thereon, whether known or unknown, as well as any personal injury or property damage related to such contaminants, hazardous materials or other pollutants. The foregoing indemnity agreement will survive the consummation and closing of this Agreement.

11. This Agreement will be a valid and binding contract for sale and purchase of the Subject Property at such time as it is fully executed by both Seller and Purchaser.

12. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors, and assigns.

13. This Agreement will be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

14. This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either Seller or Purchaser.

15. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto, namely the State of Ohio, Department of Transportation and the City of Sunbury have executed this Agreement on the date(s) indicated immediately below their respective signatures.

By: _____
Joe St. John, Mayor
Date: _____, 2023

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

Jack Marchbanks, Ph.D., Director
By: Tammy Boring
District 6 Real Estate Administrator
Date: _____, 2023

#30492

WARRANTY DEED

T. W. BABCOCK AND
R. D. BABCOCK
TO
THE STATE OF OHIO

Mailed to Charles Handman 10/16/42

KNOW ALL MEN BY THESE PRESENTS: That T. W. Babcock and R. D. Babcock, of the Village of Johnstown, County of Licking and State of Ohio in consideration of the sum of--One Thousand and No/100--to them paid by The State of Ohio of the---of--, County of-- and State of--- the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY to the said The State of Ohio its successors and assigns forever, the following REAL ESTATE, situated in the County of Delaware in the State of Ohio and in the Village of Sunbury and bounded and described as follows:

Beginning at a large fence post, corner to the lot now or formerly owned by H. O. Kempton on the C. A. & C. Railway Company's right-of-way line; thence north no degrees forty-three minutes west (Odeg. 43' W.) with the west line of property now or formerly owned by John Knoder, one hundred thirty feet (130') to an iron pin; thence North no degrees forty-three minutes West (N O deg. 43' W.) with the line of premises now or formerly owned by Knoder and Stanforth a distance of ninety-two feet (92') to a large fence post thirteen and five-tenths feet (13.5') East of the Southeast corner of Inlot No. 88 in Sunbury Village (passing over an iron bar at fifty-two (52) feet, corner to said premises now or formerly owned by Knoder and Stanforth); thence north eighty-five degrees eighteen minutes West (85 deg. 18' W.) twenty-five feet (25') to a large gas pipe; thence South no degrees forty-three minutes East (S.O deg. 43' E.) ninety-two (92) feet to a gas pipe; thence north eighty-five degrees twenty-eight minutes West (N. 85 deg. 28' W.) one hundred seventy and five-tenths (170.5) feet to a large machine bolt on the East line of premises now or formerly owned by Buckingham; thence with the line of premises now or formerly owned by Buckingham, Linnabay and Peckham South four degrees five minutes West (S. 4 deg. 5' W.) one hundred sixty-nine and five-tenths feet (169.5') to a bolt at the corner of premises now or formerly owned by W. Townley; thence with the line of said premises now or formerly owned by Townley South sixty-seven degrees twenty minutes East (S. 67 deg. 20' E.) one hundred eighteen and six-tenths (118.6) feet to a bolt on the right-of-way line of the C. A. & C. Railway Company; thence with said line North fifty-five degrees no minutes East (N. 55 deg. 0' E.) one hundred twenty-two (122) feet to the place of beginning; containing eighty-eight one-hundredths (88/100) acres of land in Range Seventeen (17) Township Four (4), Section Four (4), Lot Ten (10), Sunbury Village lands.

EXCEPTING from the above parcel the following described premises: Situated in the Village of Sunbury, County of Delaware, State of Ohio, and more particularly described as follows: Beginning at a point in the easterly line of premises conveyed to said The Standard Oil Company, by O. W. Whitney and Pearle Stanforth by Warranty Deed dated ___ day of May, 1916, and recorded in Vol. 141, page 437, of the public records of Delaware County, Ohio, and which point is located thirty-four and thirty-six hundredths (34.36) feet distant southerly as measured along said easterly line from the northeast corner of said premises so conveyed to the Standard Oil Company; thence S. 16 deg. 08' W. 36.5 feet to a point; thence S. 6 deg. 58' 30" W. 99.08 feet to a point; thence south 4 deg. 57' W. 72.96 feet to a point in the southerly boundary line of said premises so conveyed to the Standard Oil Company; thence along said Southerly boundary north 55 deg. 0' E. 31.47 feet to the southerly corner of said premises so conveyed to the Standard Oil Company; thence along the easterly line of said premises so conveyed to the Standard Oil Company, N. O deg. 43' W. a distance of 187.64 feet to the point of place of beginning, being the same premises conveyed by The Standard Oil Company to The Village of Sunbury, by deed recorded in Vol. 175, page 299 of the Records of Deeds of Delaware County, Ohio.

This conveyance is made subject to the following conditions and restrictions contained in a deed of record in Vol. 184, page 521, Deed Records of Delaware County, Ohio, to-wit:

W. J. [Signature]

DESCRIPTION FOR CLOSING ONLY
<input type="checkbox"/> RPC Approval Required
<input type="checkbox"/> Municipal Approval Required
Delaware County Engineer

This conveyance is made by the Grantor and accepted by the Grantees upon the conditions and subject to the restriction that for and during the period of twenty-five (25) years from and after the date hereof the said premises shall not be used in whole or in part for the sale, offering for sale, storage or distribution of any motor fuels or lubricants or petroleum products of any kind; and the said Grantees for themselves, their heirs and assigns hereby covenants with the grantor, its successors and assigns, that during said period of twenty-five (25) years from and after date hereof neither the Grantees nor anyone claiming by, through or under him shall use or permit to be used the said premises or any part thereof for the sale, offering for sale, storage or distribution of motor fuels or lubricants or petroleum products of any kind.

And being the same premises conveyed to T. W. Babcock and R. D. Babcock by deed of record in Vol. 184, page 521, Deed Records of Delaware County, Ohio.

There is also conveyed a right--of way and easment over the following described premises, as described in Vol. 201, page 449, Delaware County Deed Records:

Situated in the Village of Sunbury, County of Delaware and State of Ohio, beginning at a large fence post at the Northeast corner of said premises heretofore conveyed to said Grantor by Whitney and Stanforth and conveyed by said Grantor to said Grantees, said beginning point being Thirteen and five-tenths Feet (13.5') East of the Southeast corner of Inlot No. 68, Sunbury Village; thence South no degrees forty-three minutes East (S. 0 deg. 43' E.) forty (40) feet to an iron bar, corner to John Knoder; thence with Knoder's line North Sixty-seven Degrees Thirty-two Minutes East (n. 67 deg. 32' E.) Twenty-six and Seventy-four Hundredths (26.74) feet to a stake; thence North no degrees forty-three minutes West (N. 0 deg. 43' W.) twenty-seven and thirty-five hundredths (27.35) feet to a gas pipe; thence North four degrees forty-two minutes East (N. 4 deg. 42' E.) one hundred and fifty-two (152) feet to the line of Granville Street; thence with the street line North Thirty-eight degrees Eighteen Minutes W. (N. 38 deg. 18' W.) thirty-seven and 51/100 (37.51) feet to a point on the street line thirteen and five-tenths (13.5) feet East of (at a right angle) to the West line of Morning Street; thence South four degrees forty-two minutes West (S. 4 deg. 42' W.) one hundred and seventy-eight (178) feet to the place of beginning.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging to the said The State of Ohio its successors and assigns forever.

And the said T. W. Babcock and R. D. Babcock for themselves and their heirs, do hereby covenant with the said The State of Ohio its successors and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER: except the conditions and restrictions hereinabove recited, and the general taxes and special assessments falling due and becoming payable in December, 1942 and thereafter.

and that they will forever WARRANT AND DEFEND the same with the appurtenances unto the said The State of Ohio its successors and assigns, against the lawful claims of all persons whomsoever, except as above recited.

IN WITNESS WHEREOF, The said T. W. Babcock and Bessie Babcock, his wife, and R. D. Babcock and Pearl M. Babcock, his wife, who hereby release all of their respective rights of dower in the premises, have hereunto set their hands, this 20th day of August, 1942.

Signed and acknowledged in presence of
Grace S. Lauer
E. C. Melick
Marian Clements

T. W. Babcock
Bessie Babcock
R. D. Babcock
Pearl M. Babcock

THE STATE OF OHIO, LICKING COUNTY, SS:
BE IT REMEMBERED, That on this 20th day of August, 1942 before me, the subscriber, a Notary Public in and for said County, personally came the above named T. W. Babcock, Bessie Babcock, R. D. Babcock and Pearl M. Babcock the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed for the uses and purposes therein mentioned.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

seal

E. C. Melick, Notary Public com. exp. 2-2644

Received Sept 28, 1942 at 1:50 PM
Recorded Oct. 1 1942