

**ORDINANCE NO. 2021-011**

**AN ORDINANCE AUTHORIZING THE CITY OF FINDLAY, OHIO TO ENTER INTO AN AGREEMENT WITH RA NIK LTD. WHEREBY RA NIK LTD. SHALL DONATE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO SAID PROPERTY AS SET FORTH HEREIN AND ATTACHED HERETO AS EXHIBIT A.**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Findlay, State of Ohio:

SECTION 1: That "Exhibit A" included herein and attached hereto be and the same is hereby approved.

SECTION 2: This Ordinance shall take effect and be in force from and after the earliest period provided by law.

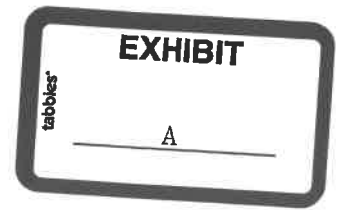
  
\_\_\_\_\_  
PRESIDENT OF COUNCIL

  
\_\_\_\_\_  
MAYOR

PASSED March 2, 2021

ATTEST Dennis DeVos  
CLERK OF COUNCIL

APPROVED March 2, 2021



## Agreement

This Agreement is made on the \_\_\_\_\_ day of January, 2021 between, Ra Nik Ltd., an Ohio Limited Liability Company, hereinafter referred to as "the Grantor" and The City of Findlay, Ohio hereinafter called the "Grantee". It is agreed that upon the terms and conditions set forth in this Agreement that Grantor shall transfer and convey all of its right, title and interest in and the Grantee shall accept and be the successor to all such rights and interests in the real property identified on attached Exhibit A hereto.

### Consideration:

The parties acknowledge and agree that there shall be no consideration or payment of money or goods or any kind made by the Grantee in exchange for Grantor's transfer of the real property to the Grantee. In addition, Grantor is not seeking a tax deduction, gift paperwork or any other tax benefit for this transfer.

### Restrictions, easements, limitations:

Grantee shall take title to the real property subject to all matters of record.

### Time is of the essence:

It is agreed that time is of the essence with respect to all dates specified in this Agreement and any amendments thereto. Closing shall take place on or before \_\_\_\_\_, 2021.

### Documents for Closing:

Grantor shall prepare or cause to be prepared a Quit Claim Deed transferring the real property identified on attached Exhibit A to the Grantee. Grantor shall provide all closing services through a title insurance company of its choice licensed in the State of Ohio. The deed to be delivered at closing shall be a deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the property granted there that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied. It shall be known as a Quitclaim Deed.

### Closing Costs and Expenses:

Grantor shall not be responsible for any closing fees. All other costs, expenses, fees or other amounts due and paid through closing shall be paid by the Grantee. Such fees shall include but shall not be limited to closing fees, title examination fees, title opinion or insurance fees, real estate taxes, conveyance fees, and recording fees.

### Property Condition:

Grantee acknowledges and agrees that Grantor has not made and hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future as to (i) the nature, square footage, condition, value or quality of the geology, the presence of environmental hazards, or the suitability of the real property for any and all activities and uses which the Grantee may elect to conduct hereon, (ii) the manner, construction, condition, quality, state of repair or lack of repair of the real property, (iii) the compliance of the property, its operation or use with any laws, rules ordinance or regulations of any government or other body and (iv) income that can be derived from the real property.

Grantee hereby expressly acknowledges and agrees that Grantee has thoroughly inspected and examined the real property to the extent deemed necessary by the Grantee in order to enable the Grantee to accept the property. Grantee hereby acknowledges that it is relying solely upon its inspection, testing, and evaluation of the real property and is accepting the real property "as is, here is" and "with all faults" basis and not on any information provided by the Grantor. Grantee acknowledges that it has sufficient information regarding the real property; is relying on its own experts and not the Grantor for any information.

GRANTOR:

Ra Nik, Ltd., an Ohio Limited  
Liability Company

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By: Robert J. Nichols  
Its: Authorized Member

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By: Marlene R. Rayl, Trustee of  
the Bert A. Rayl Living Trust date  
September 23, 1997  
Its: Authorized Member

GRANTEE:

The City of Findlay, Ohio

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By:  
Its:

## Exhibit A

Situated in the City of Findlay, County of Hancock and State of Ohio:

Known as part of the Southwest fractional quarter, Section Eighteen (18), Township One (1) North, Range Eleven (11) East, North and East of 1<sup>st</sup> Principal Meridian Survey. Beginning at a point 169.4 feet South of the South property line of Clinton Court Street (30 feet wide) on the West line of alley located 220 feet East of East property line of Main Street (100) feet wide; thence North 89° 20' East 217.24 feet parallel to Clinton Court Street, to a point; thence South, 0° 06' East 241.8 feet more or less to an iron pin 395.20 feet North of the North line of East Front Street (66 feet wide); thence North 89° 15' West 218.02 feet to a point in the West line of an alley extended, said extended West line being 200.0 feet (plat distance) East of the East line of Main Street in said City of Findlay, and passing an iron pin at 146.60 feet; thence North 238.0 feet, more or less, along said extended West line of alley to the place of beginning containing 1.20 acres.

Parcel No. 610000342650