

DISPOSITION AGREEMENT

THIS AGREEMENT is made and executed this ___ day of _____, 2026, at Lorain, Ohio, by the City of Lorain, Ohio a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio, (which together with any successor or public officers hereinafter designated by or pursuant to law is hereinafter call "City") and the Lorain County Port Authority, a Port Authority duly organized under the Constitution and laws of the State of Ohio, (hereinafter call "Port Authority")

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code Chapter 4582.38, the City is willing to transfer the real property described in Exhibit "A" attached hereto to the Port Authority upon the terms and conditions set for herein;

WHEREAS, the City acting through the City Council has by Ordinance No. _____, authorized the Director of Public Safety/Service to enter into Contracts for the Disposition of Land for the Property described in Exhibit "A" attached; and so forth

NOW, THEREFORE, in consideration of the Covenants and Agreement contained herein, the City and Port Authority agree as follows:

SECTION 1: AGREEMENT TO TRANSFER AND ACCEPT PROPERTY

The City agrees to transfer to the Port Authority and the Port Authority agrees to accept from the City the parcel of real property commonly known as 1050 Reid Avenue, Lorain, Ohio, assigned Lorain County Permanent Parcel Nos. 02-01-004-113-009, 02-01-003-122-010, 02-01-003-122-011, 02-01-003-122-012, 02-01-003-122-013, 02-01-003-122-014, 02-01-003-122-099 and 016, and 02-01-003-122-015, and more fully described in Exhibit "A", attached hereto and incorporated herein by reference. The property to be conveyed shall include the land, all appurtenant rights, privileges and easement (all of the foregoing hereinafter collectively called the "Property").

SECTION 2. CONVEYANCE OF PROPERTY

(a) Form of Deed. The City will convey on the closing date a marketable title to the Port Authority evidenced by a good and sufficient Limited Warranty Deed conveying good and indefeasible fee simple title to the Property, free and clear of all encumbrances whatsoever, except the following:

(i) The following easements:

Any easements of record and in addition thereto such easements as are necessary for public utilities (including, but not limited to, sanitary and storm sewers, electric, telephone and other transmission lines, gas and water lines).

(ii) Taxes and assessments; and

(iii) Zoning ordinances.

(b) Closing Date. The closing date of this transaction shall be no later than _____, 2026 unless mutually extended by the parties.

(c) Escrow Agent. At the option of the City, this transaction shall be placed in escrow with Land America Lawyers Title Co. (formerly Lorain County Title Co.) at 424 Middle Avenue, Elyria, Ohio (hereinafter referred to as the "Escrow Agent"). An executed copy of the Agreement shall be deposited with the Escrow Agent by no later than _____, 2026. All other documents and funds necessary for the completion of this transactions shall be placed in escrow with the Escrow Agent on or before the Closing Date.

(d) Duties of Escrow Agent. If an Escrow Agent is selected by the City, then on the closing date the Escrow Agent shall file for record the Limited Warranty and this Disposition Agreement and any other instruments required to be recorded and shall thereupon deliver to each of the parties the funds and documents to which they shall be respectively entitled, together with its escrow statement, provided that the Escrow Agent shall then have on hand all funds and documents necessary to complete this transaction and provided the Escrow Agent has stated in writing that it shall be in a position to and will issue and deliver, upon the filing of the deed for record, the title insurance policy.

(e) Possession. Possession of the Property shall be delivered to the Port Authority upon filing of the Deed.

(t) Seller's Removal of Stored Materials. Prior to the Closing Date, Seller shall have removed from the Property all of the materials stored on the grounds outside the building, such that the grounds are restored to grade

SECTION 4. CHARGES

In closing this transaction the City shall pay the following costs:

(a) The cost of Title Examination and any Title Insurance Commitment.

This transaction is exempt from the real property conveyance fee under 5(a) of the Statement of Reason for Exemption from Real Property Conveyance Fee. (Selling or purchasing from a State or government Agency.)

(b) Any past due utilities and other expenses with respect to the Property shall be paid by Seller. Seller and Buyer shall cooperate to arrange for utilities to the Property to be transferred to Buyer at Closing.

(c) Other normally pro-rated items shall be pro-rated as of the Closing Date.

(d) Seller shall pay all fees, to the extent there are any, for obtaining and recording releases of any liens or encumbrances.

SECTION 5. BROKERS COMMISSION

The City and the Port Authority each represent and warrant to the other that neither party has had any dealings with any real estate agent or broker so as to entitle such agent or broker to any commission in connection with the transfer of the Property to the Port Authority. If for any reason any such commission shall become due, the party dealing with such agent shall pay any such commission and agrees to indemnify and save the other party harmless from any and all claims for any such commission and from any attorney's fees and litigation or other expenses relating to any such claims.

SECTION 6. NOTICES

Unless otherwise expressly required by the terms of this Agreement, notice required or permitted to be given by the parties shall be delivered personally or served by certified for registered mail to the parties at the addresses set forth below, unless different addresses are given by one party or another:

AS TO THE CITY;

City of Lorain, Ohio
Director of Public Service/Safety
200 West Erie Avenue, 7th Floor
Lorain, Ohio 44052

Director of Law
City of Lorain,
Ohio
200 West Erie Ave., 7th Floor
Lorain, Ohio 44052

AS TO THE PORT AUTHORITY:

Lorain County Port Authority
Mr. Jim Miller, Executive Director
226 Middle Avenue Room 500
Elyria, Ohio 44035

SECTION 7. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns; provided, however, that neither party shall assign this Agreement without the prior written consent of the other party.

SECTION 8. INTEGRATED CONTRACT/NOW WARRANTIES PROVIDED

This agreement shall be deemed to contain all of the terms and conditions agreed upon, and City and the Port Authority agree that any modifications must be in writing and signed by all parties.

SECTION 9. SPECIAL PROVISIONS

(a) Approval of City. Any provision of the Agreement requiring the approval of the City, the satisfaction of the City, certificate or certification by the City shall be interpreted as requiring action by the Safety Service Director of the City of Lorain granting, authorizing or expressing such approval, satisfaction certificate, or certification, as the case may be, unless such provision expressly provided otherwise. The City agrees that any provision of this Agreement requiring the approval, satisfaction or certification of the City shall be deemed to have reference to approval, satisfaction or certification based on an objective, reasonable standard.

(b) Prohibition of mechanic's and Other Liens. The Port Authority shall not permit any mechanics' or other liens to be filed or exist against the Property or improvements by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lorain Port Authority in connection with any improvements. If any such lien is at any time filed, the Port Authority shall give written notice thereof to the City and, within ninety (90) days after the notice of the filing thereof (subject to the right to contest hereinafter set forth), cause the same to be discharged of record by payment, deposit, bond, order of a Court or competent jurisdiction or otherwise. The Port Authority, after providing written notice to the City of such lien, shall have the right (in its name or, to the extent lawful, in the City's name, or both) to contest (at the Port Authority's expense) the validity or amount of any such lien by appropriate proceedings timely instituted, the Port Authority and the improvements will be endangered or the improvements or any part thereof will be subject to loss or forfeiture due to such refusal to discharge the lien; in such event, the Port Authority shall promptly cause such mechanics' or other liens to be discharged.

(c) Port Authority may convey said property to the Lorain County Community Action Agency, (hereinafter "LCCAA") to be used for the continued operation of a licensed Head Start day care and administrative offices.

SECTION 10. PROPERTY BEING CONVEYED IN PRESENT CONDITION

The Port Authority is accepting the Property in its present condition and with no warranties or representations that survive the closing as to the existence of any sub-surface, environmental, or any other conditions. The City agrees to provide all information and public records in its possession regarding the property. Port accepts this property in its as is condition.

IN WITNESS WHEREOF, the City and the Port Authority have caused this Agreement to be executed by duly authorized representatives as of the date first written above.

CITY OF LORAIN, OHIO

By: _____
Rey Carrion
Safety Service Director

Lorain Port Authority

By: _____
Jim Miller
Executive Director

Approved as to Form:

Law Director's Office
City of Lorain, Ohio

EXHIBIT "A"
(Legal Description of 1050 Reid Avenue, Lorain, Ohio 44052)

PARCEL "A"

Situation in the City of Lorain, County of Lorain, and State of Ohio, and known as being Sublot No. 1 in Selah Chamberlain Trustee's Allotment of part of Original Black River Township Lots Nos. 3, 4 and 6, Tract No. 1, as shown by the recorded plat in Volume 2, Page 11 of Lorain County records, and having a frontage of 50 feet of the Southerly side of Ninth Street, (Formerly Second Avenue), and extending back between parallel lines 154 feet, 6 inches, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-004-113-009

Situated in the City of Lorain, County of Lorain, and State of Ohio and known as being Sublot No. 1, Block No. 9, in Selah Chamberlain Trustees Allotment, of part of Original Black River Township Lot Nos. 4 and 5, tract No. 1, as shown by the recorded plat in Volume 2, Page 11 of Lorain County Records, and being 50 feet front on the Southerly side of Second Avenue now known as Ninth Street, and extending back of equal width along the Westerly line of Reid Street known as Reid Avenue 154 feet 6 inches deep to the Northerly line of a 16 foot alley, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-004-113-010

PARCEL "B"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being Northerly 75 feet of Sublot No. 1 and 3, Block No. 13 in Selah Chamberlains Trustee's Allotment, of part of Original Black River Township Lots Nos. 3, 4, and 6, Tract No. 1, as shown by the recorded plat in Volume 2, Page 11 of Lorain County Records, and together forming a parcel of land 100 feet front on the Southerly side of Tenth Street (formerly Third Avenue) and extending back of equal width 75 feet along the Westerly side of Reid Avenue, as appears by said plat, be the same more or less, but subject to all legal highways. Said parcel is also known as permanent parcel number 02-01-003-122-010.

PARCEL "C"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being Sublots Nos. 1 and 3, Block No. 13 in Selah Chamberlain Trustee's Addition of part of Original Black River Township, Lot Nos. 3, 4 and 6, Tract No. 1, as shown by the recorded plat in Volume 2 pf Maps, Page 11 of Lorain County Records, and bounded and describes as follows: Beginning on the Westerly line of Reid Avenue, at a point 75.5 feet Southerly from the Northeast corner of said Sublots No. 1 and 3, 100 feet to the Westerly line of said Sublots No. 3; thence Easterly on a line running parallel with the Northerly lines of said Sublot s Nos. 1 and 3, 100 feet to the Westerly line of Reid Avenue, thence Northerly, along the Westerly line of Reid Avenue, 39 feet to the place of beginning, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-011

PARCEL "D"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being the Southerly 40 feet of Sublots Numbers 1 and 3 in Block No. 13 of Selah Chamberlain Trustee's Allotment of part of Original Black River Township Lots. Nos. 3, 4 and 6 Tract 1, as shown by the recorded plat in Volume 2 of Maps, Page 11 of Lorain County Records, and together forming a parcel of land being 40 feet front on the Southwesterly side of Reid Avenue (formerly Reid Street) and extending back of equal width 100 feet along the Northwesterly line of a 16 foot alley to an alley 16 feet wide in the rear, as appears by said plat, be the same more or less but subject to all legal highways.

P.P.N. 02-01-003-122-012

PARCEL "E"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being the Northerly 75.74 feet of Sublot No. 2, Block No. 13 in Selah Chamberlain Trustee's Allotment of a part of Original Black River Township Lots Nos. 3, 4, and 6, Tract No. 1, as shown by the recorded plat of said Allotment in Volume 2 of Maps, Page 11 of Lorain County Records.

Said part of said Sublot No. 2 has a frontage of 75.74 feet on the Westerly side of Reid Avenue and extends back between parallel line 50 feet as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-013

PARCEL "F"

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Sublot No. 2, Block No. 13, in Selah Chamberlain Trustee's Allotment of a part of Original Black River Township Lots Nos. 3, 4, and 6, Tract No. 1, as shown by the recorded Plat of said Allotment in Volume 2 of Maps, Page 11 of Lorain County Records. Said Part of said Sublot No. 2, Block No. 13, is bounded and describes as follows:

Beginning in the Westerly line of Reid Avenue at a point which is 36.92 feet Northerly. As measured along the Westerly line of Reid Avenue, from the Northerly line of 11th St; thence Northerly along the Westerly line of Reid Avenue 41.84 feet to a point; thence Westerly in a line parallel with the Northerly line of 11th Street, about 50 feet to the Westerly line of said Sublot No. 2; thence Southerly along the Westerly line of said Sublot No. 2, 41.84 feet line of 11th Street, about 50 feet to the place of beginning be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-014

PARCEL "G"

Situated in the City of Lorain, County of Lorain, and State of Ohio: known as being Sublots Nos. 4 and 5, Block No. 13 in Selah Chamberlain Trustee's Allotment of a part of Original Black River Township Lots. Nos. 3, 4 and 6, Tract No. 1, as shown by the recorded plat in Volume 2 of Maps, Page 11 of Lorain County Records.

Said Sublot No. 4, Block No. 13, has a frontage of 50 feet on the Northerly side of Eleventh Street, formerly Fourth Avenue, and extends back between parallel lines along the Easterly side of an alley 154 feet 6 inches to the Southerly line of a 16 foot alley, and Sublot No. 5, Block No. 13, has a frontage of 54 feet on the Easterly side of Streator Place, formerly Fourth Avenue, to the Westerly line of an alley, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-099 and 016

PARCEL "H"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being the Southerly 36.92 feet of Sublot No. 2, Block No. 13 in Selah Chamberlain's Trustee's Allotment of part of Original Black River Township Lot No. 3, Tract No. 1, as shown by the recorded plat in Volume 2, page 11 of Lorain County Records, and has a frontage of 36.92 feet on the Southwesterly side of Reid Avenue, and extending back between parallel lines 50 feet deep along the Northerly side of Eleventh Street, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-015