

**RESOLUTION APPROVING THE REAL ESTATE SALE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY AND SAYBROOK TOWNSHIP THROUGH ITS TOWNSHIP TRUSTEES FOR THE PURCHASE OF PROPERTY KNOWN AS SAYBROOK FIRE STATION NO. 2, 4986 CARPENTER RD., ASHTABULA**

WHEREAS, the Ashtabula County Board of Commissioners desire to purchase property known as Saybrook Township Fire Station No. 2 located at 4986 Carpenter Road, Ashtabula, Ohio 44004; and

WHEREAS, a purchase agreement has been presented for the approval of the Board, to-wit:

**Property Location:** 4986 Carpenter Road, Ashtabula, Ohio 44004

**Buyer:** Ashtabula County Board of Commissioners, 25 W. Jefferson St., Jefferson, OH 44047

**Sellers:** Saybrook Township by and through its Township Trustees, 7247 Center Rd., Ashtabula, OH 44004

**Purchase Price:** \$60,000.00 (Sixty Thousand Dollars)

**Term:** closing on or around July 21, 2023

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the purchase agreement as noted above, is hereby approved with the copy of said Agreement now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2023-375

July 18, 2023

**RESOLUTION APPROVING THE REAL ESTATE SALE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY AND SAYBROOK TOWNSHIP THROUGH ITS TOWNSHIP TRUSTEES FOR THE PURCHASE OF PROPERTY KNOWN AS SAYBROOK FIRE STATION NO. 2, 4986 CARPENTER RD., ASHTABULA**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

**VOTE:**

Casey R. Kozlowski	Aye
Kathryn L. Whittington	Aye
J.P. Ducro IV	Aye

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



---

Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

## REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this "Agreement") is dated as of July 18 2023 2023 (the "Effective Date"), by and between Board of Trustees of Saybrook Township, Ashtabula County, Ohio (the "Seller") and Ashtabula County Board of Commissioners ("Purchaser").

### BACKGROUND

A. Seller owns the real property located at 4986 Carpenter Road, Ashtabula, Ohio 44004, together with all buildings, improvements, appurtenant rights, privileges and easements with respect to such property (collectively, the "Property").

B. Seller wishes to sell, and Purchaser wishes to purchase, all of Seller's right, title and interest in and to the Property, on the terms, conditions and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, Seller and Purchaser agree as follows:

1. Purchase and Sale; Conveyance. Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, all of Seller's right, title and interest in and to the Property upon the terms, conditions and provisions set forth in this Agreement. Seller shall convey the Property to Purchaser by limited warranty deed (the "Deed") subject only to Permitted Exceptions (as defined below).

2. Purchase Price. The purchase price for the Property shall be SIXTY THOUSAND DOLLARS AND 00/100 (\$60,000.00) (the "Purchase Price"). Purchaser shall deposit the entire Purchase Price amount with the Escrow Agent within ten (10) business days of signing this Agreement.

3. Closing Date. The closing date ("Closing") will be on or around July 21 2023.

4. Title and Survey Review. Purchaser and Seller will share the cost of a title search and review, which will be completed within 10 days of this Agreement, no later than prior to Closing. Seller shall convey marketable title to Purchaser by general warranty deed, free and clear of all encumbrances whatsoever. Venture Land shall perform title work.

5. Purchaser's Review. Within three (3) business days after the Effective Date, Seller shall provide to Purchaser, to the extent such items are contained in Seller's electronic central property file and relate to the Property, site plans, surveys, previous title searches, commitments and title policies, as-built drawings, soil reports, environmental reports, leases, and permits (collectively, the "Seller Property Documents"). The Seller Property Documents will be provided without representation or warranty of any kind whatsoever. Buyer acknowledges that

Seller has already provided all documents requested of them that they have in their possession or are reasonably obtainable by them. No additional documents need to be provided under this section.

6. Purchaser's Right of Entry.

Seller shall permit Purchaser and its authorized employees, agents, and other representatives to enter upon the Property to inspect and conduct non-invasive tests on the property. Purchaser hereby agrees to indemnify and hold Seller harmless for any injury or physical damage during this inspection period to the extent caused by Purchaser's negligent acts or omissions.

7. Maintenance of Property.

Seller will manage, operate maintain and repair the Property in the ordinary course of business in accordance with sound property management practice and in good repair, working order and condition up to Closing.

8. Purchaser's Total Liability.

The Purchaser's total liability under this Agreement shall be limited to the Purchase Price plus the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Ashtabula County Board of Commissioners be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the Purchaser without a new Auditor's certificate.

9. Representations and Warranties.

(a) Seller's Representations. Seller hereby makes the following representations, each of which is true and shall be true on the Closing in all material respects:

(i) Seller has full power and authority to enter into this Agreement and to perform all the obligations of Seller hereunder and no further consent or approval is required in order to constitute this Agreement a legal, valid and binding obligation of Seller;

(ii) To Seller's knowledge, Seller has not received written notice of any continuing violation, either by Seller or by any other person for which Seller is or may likely be liable, of any Environmental Law, emanating from or occurring on the Property. "Environmental Law" means any federal, state, or local law, statute, ordinance, regulation, rule, or code ("Law"), relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production, or disposal of any substance, material, or waste, which is designated, classified, or regulated as being "toxic" or "hazardous" under any Law in effect as of the date of execution of this Agreement.

(b) Purchaser's Representation. Purchaser hereby makes the following representation, which is true and shall be true on the Closing in all material respects: Purchaser has full power and authority to enter into this Agreement and to perform all the obligations of Purchaser hereunder and no further consent or approval is required in order to constitute this Agreement a legal, valid and binding obligation of Purchaser.

(c) Survivability of the Representations. The representations and warranties of Seller and Purchaser set forth in this shall survive the Closing for a period of six (6) months.

10. "AS IS" Condition. The transaction contemplated by this agreement has been negotiated between Seller and Purchaser, this Agreement reflects the mutual agreement of Seller and Purchaser and Purchaser has conducted its own independent examination of the property. Except for the representations set forth in paragraph 9 above, Purchaser has not relied upon and will not rely upon any representations or warrant of Seller or any of Seller's agents or representatives, and Purchaser hereby acknowledges that no such representations have been made.

11. Purchaser's Release of Seller.

(a) Seller Released From Liability. Seller is hereby released from all responsibility and liability to Purchaser regarding the condition (including its physical condition and its compliance with applicable laws, and the presence in the soil, air, structures and surface and subsurface waters, of hazardous or toxic materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever except to the extent that such responsibility or liability is the result of the material inaccuracy (if any) of Seller's representations under Paragraph 9(a) hereof.

(b) Purchaser's Waiver of Objections. Purchaser acknowledges that Prior to the Closing, it will have been provided with an opportunity to inspect the Property, observe its physical characteristics and existing conditions and had, or will have, the opportunity to conduct such investigation and study on and of said Property and adjacent areas as it deemed necessary, and subject to Seller's responsibility for any breach of the warranties and representations contained in Paragraph 9(a) of this Agreement, hereby waives any and all objections to or complaints (including but not limited to actions based on federal, state or common law and any private right of action under CERCLA, RCRA or any other state and federal law to which the Property is or may be subject) regarding physical characteristics and existing conditions, including without limitation structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous or toxic materials on, under, adjacent to or otherwise affecting the Property. Purchaser further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property, and the risk that adverse physical characteristics and conditions, including without limitation the presence of toxic or hazardous materials or other contaminants, may not be revealed by its investigation.

(c) Survival. The foregoing waivers and releases by Purchaser shall survive either (a) the Closing and the recordation of the Deed, and shall not be deemed merged into the Deed upon its recordation, or (b) any termination of this Agreement.

12. Possession. Seller shall deliver possession of the Property to Purchaser at Closing.

13. Closing Date. Closing of the transaction contemplated hereby ("Closing") shall be at such time as shall be mutually agreeable to the parties hereto.

14. Title Policy. At Closing, the Title Insurer shall issue to Purchaser or be irrevocably committed to issue to Purchaser an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price and dated as of the Closing, insuring title to the Property in Purchaser, subject only to the Permitted Exceptions and the Title Insurer's so-called "standard exceptions" (the "Title Policy").

15. Closing Adjustments.

(a) Real and personal property taxes and assessments, property owners association dues or assessments, if any, and other similar charges attributable to the Property (collectively, the "Taxes") will be prorated as of the Closing. If the amount of any Tax is not ascertainable at Closing, the adjustment thereof shall be on the basis of the most recently ascertainable bill therefor. Such prorations shall be final.

(b) All prepaid and unpaid operating expenses of the Property, including, without limitation, public utility charges, maintenance, repair, management and other service charges, and other normal operating charges shall be prorated as of the Closing based upon the best available information. As part of Closing, water and sewer charges will be prorated as of the Closing. Such prorations shall be final. Outside of Closing, Seller will receive final readings of all other utilities and shall remain liable for final payments of its utility accounts. Seller intends to have its utility accounts closed and the utility services provided pursuant to such accounts shut off as of the Closing and, as of the Closing, Purchaser will be solely responsible for arranging for all of the utility accounts to be established in Purchaser's name and the utility services provided pursuant to such accounts furnished to the Property. Seller shall have no liability for, and Purchaser hereby releases Seller from, all responsibility and liability regarding any loss, cost or damage to the Property or any other consequence resulting from Purchaser's failure to cause utility services to be provided to the Property following Closing, including any loss, cost or damage resulting from Purchaser's failure to open utility accounts in its name.

(c) Closing Costs. Seller and Buyer shall share the cost of the title search using an agreed upon vendor.

16. Damage and Destruction. If, after the date of this Agreement and prior to the Closing, any building on the Property shall be destroyed or materially damaged by fire or other casualty not caused by Purchaser's negligence or acts, Seller shall promptly give Purchaser notice of such occurrence, and if Purchaser reasonably determines that any such damage or destruction would hinder or result in the Property being unsuitable for Purchaser's intended use thereof, Purchaser may, within fourteen (14) days after such notice, elect (by providing written notice of



or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

20. Miscellaneous.

(a) Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

(b) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

(c) Time is of the essence of this Agreement.

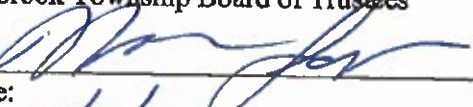
(d) In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.


(e) All actions required pursuant to this Agreement necessary to effectuate the transaction contemplated herein has been or will be taken promptly and in good faith by Purchaser and Seller and their representatives, employees and agents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written above.

**SELLER:**

Saybrook Township Board of Trustees

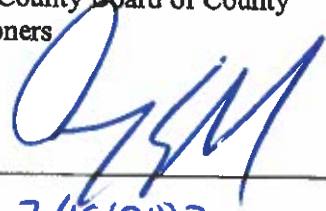
By:   
Date: 7/11/23

By:   
Date: 7/11/2023.


By: \_\_\_\_\_  
Date: \_\_\_\_\_

**PURCHASER:**

Ashtabula County Board of County Commissioners

By:   
Date: 7/18/2023

**Approved as to Legal Form Only**



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Colleen M. O'Toole  
Prosecuting Attorney

2023-CON-0019

SAYBROOK TOWNSHIP TRUSTEES

June 13, 2023

*Resolution  
# 23061314*

Robert Brobst      Yes  
Norman Jepson      Yes

**Old Business:**

#14 Norman Jepson moved resolution to accept the Sale of Property (Saybrook Fire Station #2) in the amount of \$60,000.00 purchase agreement proposal from County Commissioners for the purchase of Old Station #2 at 4986 Carpenter Road, seconded by Thomas Pope.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes

**New Business:**

#15 Norman Jepson moved resolution for Preventative Maintenance Service Agreement with Ziegler Heating Co. For Fire Station #1 Start/End Date 6/1/2023 to 6/1/2024. Two (2) PM Visits per year, Yearly PM Price \$1,550.00, seconded by Robert Brobst.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes

#16 Norman Jepson moved resolution for Preventative Maintenance Service Agreement with Ziegler Heating Co for Administration Building. Start/End Date 6/1/2023 to 6/01/2024. Two (2) PM Visits per year, Yearly PM price \$1,125.00, seconded by Robert Brobst.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes

#17 Norman Jepson moved resolution for Preventative Maintenance Service Agreement with Ziegler Heating Co. for our Road Department. Start/End Date 6/1/2023 to 6/1/2024. Two (2) PM Visits per year, Yearly PM Price \$675.00, seconded by Robert Brobst.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes

#18 Norman Jepson moved resolution for Preventative Maintenance Service Agreement with Ziegler Heating Co. for the Record Storage Room Start/End Date 6/1/2023 to 6/1/2024. One (1) PM Visits per year, Yearly PM Price \$155.00, seconded by Thomas Pope.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes

#19 Norman Jepson moved resolution to purchase 7 new black chairs, 3 for Fire Station Two, and 4 for the administration building meeting room, seconded by Robert Brobst.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes

Conveyance #:	2802
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Transaction #: 66116  
Conveyance Date: 24-JUL-2023  
Recording Date:   
Override Indicator:   
Consideration Amount:   
Lot Fee Rate: 1.50  
Permissive Tax Fee: 0.00  
Conveyance Fee Cost: 0.00  
Total Conveyance Fee: 1.50

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Doc ID: 006975180005 Type: G/I  
Kind: WARRANTY DEED  
Recorded: 07/24/2023 at 01:50:27 PM  
Receipt#: 2023-00004902  
Fee Amt: \$0.00 Page 1 of 5  
Ashtabula County, Ohio  
Barbara Schaab Recorder  
File# 2023-00006486

BK **800** PG **508-512**

## LIMITED WARRANTY DEED

### Parties and Addresses

1.01. This deed is made between Saybrook Township (Grantor), whose address is 7247 Center Road, Ashtabula Ohio 44004, and Ashtabula County Board of Commissioners (Grantee), whose address is 25 W Jefferson Street, Jefferson Ohio 44.

### Granting Clause

2.01. Grantor grants and conveys ownership of the property described below to Grantee, along with all of its rights and appurtenances, including any right, title, and interest of Grantor in adjacent streets, alleys, and rights-of-way.

### Descriptions of Property

3.01. The property consists of the land and all other structures on the land in Saybrook Township, in the County of Ashtabula, Ohio, commonly known as 4986 Carpenter Road, Ashtabula Ohio 44404.

3.02. For legal descriptions of the property, three parcels, please see Exhibits A, B & C.

3.03. The property described in this section is vested in Grantor by three deeds attached as Exhibits A, B & C, as parcels numbered:

48-003-00-018-01, volume 1, page 8318 (Exhibit A)

48-003-00-017-01, volume 538, page 76 (Exhibit B)

48-003-00-017-00, volume 521, page 353 (Exhibit C)

### Consideration

4.01. This deed was made for and in consideration of the sum of \$60,000 paid to the undersigned by Grantee. The receipt and sufficiency of this consideration are acknowledged by the parties.

### Limited Warranty by Grantor

5.01. Grantor covenants with Grantee that it specially warrants the property conveyed here, and that Grantor and its heirs and personal representatives will forever warrant and defend this property for Grantee and its heirs and personal representatives and assigns, from and against the claims and demands of Grantor and all persons claiming by, through, or under Grantor, but not against the claims of any others.

### Parties Bound by This Deed

7.01. The covenants made in this Deed are legally binding on Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's heirs, personal representatives, successors, and assigns. These covenants can be enforced by Grantee and all future owners of the property, including Grantee's heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, Grantor has signed this deed on July 13, 2023 [date].

*Norman Jepson* [signature of grantor]  
Norman Jepson  
Saybrook Township Trustee

*Robert Brobst* [signature of grantor]  
Robert Brobst  
Saybrook Township Trustee

*Thomas A. Pope* [signature of grantor]  
Thomas Pope  
Saybrook Township Trustee

STATE OF OHIO }

COUNTY OF ASHTABULA

Before me personally appeared: NORM JEPSON  
ROBERT BROBST  
THOMAS A. POPE

and swore or affirmed and signed on JULY 13, 2023

*Michelle M. Halman*  
Notary Public

Notary Seal

 MICHELLE M. HALMAN, Notary Public  
State of Ohio  
My Commission Expires 01-19-2027

My Commission Expires JANUARY 19, 2027

WARRANTY DEED—From a Corporation—(No. 184a)

The Ohio Legal Blank Co., Cleveland

Know all Men by these Presents:

That Redmond Realty, Inc.

a Corporation incorporated under the laws of the State of Ohio the Grantor

who claim title by or through instrument recorded in Volume 671 Page 956 County

Recorder's Office for the consideration of Ten and 00/100 Dollars

is 10.00 received to its full satisfaction of the Board of Township Trustees

Saybrook Township, Ashtabula County, Ohio the Grantee

whose TAX MAILING ADDRESS will be 7247 Center Road, Ashtabula, Ohio

do give, grant, bargain, sell and convey unto the said Grantee its heirs and assigns, the following described premises situated in the Township of Saybrook, County of Ashtabula and State of Ohio

And known as being part of Saybrook Gore Section #2, and is bounded and described as follows:

Beginning at a point on the centerline of Carpenter Road, so called, said point being N 89° 30' E, a distance of 400 feet from a point where the centerline of the aforementioned Carpenter Road, is intersected by the centerline of State Route 45, thence S 0° 18' W, passing through an iron pin on the southerly line of Carpenter Road, a distance of 396.81 feet to an iron pin on the northerly line of lands now or at one time conveyed to G. C. & J. S. Byers, as recorded in the Ashtabula County Records of Deeds; thence N 89° 54' W along the northerly line of lands conveyed to the aforementioned Byers, a distance of 99.99 feet to an iron pin; thence N 0° 18' E, parallel to the easterly line described herein and passing through an iron pin on the southerly line of Carpenter Road a distance of 395.76 feet to the centerline thereof; thence N 89° 30' E, along the centerline of the aforesaid road a distance of 100.00 feet to the place of beginning and containing 0.91 acres of land as per survey by Robert L. Krieg, Reg. Surveyor.

PPN 48-003-00-018-01

NO PLAT REQUIRED ASHTABULA COUNTY PLANNING COMMISSION



ADDITION TO PROPERTY



538 76

# Know All Men By These Presents.

That, WE, HAZEL M. BURNS AND TROY C. BURNS, wife and husband,

the Grantors who claim title by or through instrument recorded in Volume 461, Page 530, County Recorder's Office, for the consideration of Ten Dollars and other valuable consideration received to our full satisfaction of

SAYBROOK TOWNSHIP, ASHTABULA COUNTY, OHIO,

the Grantee, whose TAX MAILING ADDRESS will be

do  
Give, Grant, Bargain, Sell and Convey unto the said Grantee its successors ~~herein~~ and assigns, the following described premises, situated in the Township of Saybrook, County of Ashtabula and State of Ohio:

Being part of Section No. 2 in the Saybrook Gore, so-called, and is bounded and described as follows: Beginning at a point in the easterly line of lands conveyed to Clifford R. and Dorothy C. Kadon by deed dated October 19, 1950, and recorded in Volume 451, page 519, Ashtabula County Deed Records, said point being the southwest corner of lands conveyed to Saybrook Township, Ashtabula County, Ohio, by deed recorded in Volume 521, page 353, Ashtabula County Deed Records; thence easterly along the south line of said lands conveyed to Saybrook Township, Ashtabula County, Ohio, sixty (60) feet to a point at the southeast corner of said lands conveyed to Saybrook Township, Ashtabula County, Ohio; thence southerly, parallel with the east line of said lands conveyed to said Kadons, thirty (30) feet to a point; thence westerly, parallel with the south line of said lands conveyed to Saybrook Township, Ashtabula County, Ohio, sixty (60) feet to a point in the east line of said lands conveyed to said Kadons; thence northerly along the east line of said lands conveyed to said Kadons, thirty (30) feet to the place of beginning.

PPN 48-003-00-017-01



SURVEY UPDATE REQUIRED FOR NEXT TRANSFER

48-003-00-017-01

BY: JM DATE: 7-24-23  
ASHTABULA COUNTY ENGINEER

be the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee its successors ~~herein~~ and assigns forever.

And we, Hazel M. Burns and Troy C. Burns, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee its successors ~~herein~~ and assigns, that at and until the ensembling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever

except taxes and assessments for the last half of the year 1955 and thereafter; and except easements, if any, building restrictions and zoning ordinances which may have been imposed thereon;

and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee its successors ~~herein~~ and assigns, against all lawful claims and demands whatsoever except as aforesaid.

521-351

# Know All Men By These Presents.

That, WE, HAZEL M. BURNS AND TROY C. BURNS, WIFE AND HUSBAND,

the Grantors, who claim title by or through instrument recorded in Volume 461, Page 530, County Recorder's Office, for the consideration of Ten Dollars and other valuable consideration, received to our full satisfaction of

SAYBROOK TOWNSHIP, ASHTABULA COUNTY, OHIO,

the Grantee, whose TAX MAILING ADDRESS will be

PPN 48-003-00-017-00

Give, Grant, Bargain, Sell and Convey unto the said Grantee, its successors ~~heirs~~ and assigns, the following described premises, situated in the Township of Saybrook, County of Ashtabula and State of Ohio:

Being part of Section No. 2 in the Saybrook Goro, so-called, and is bounded and described as follows: Beginning at a point in the center line of Carpenter Road at the northeast corner of lands conveyed to Clifford R. and Dorothy C. Kadon by deed dated October 19, 1950, and recorded in Volume 451, page 519, Ashtabula County Deed Records said point being 400 feet easterly from the intersection of the center line of Carpenter Road and the center line of Center Road; thence southerly along the east line of said lands conveyed to Kadons One Hundred Twenty-five (125) feet to a point; thence easterly and parallel with the center line of Carpenter Road a distance of Sixty (60) feet to a point; thence northerly and parallel with the east line of said lands conveyed to Kadons a distance of One Hundred Twenty-five (125) feet to a point in the center line of Carpenter Road; thence westerly along the center line of Carpenter Road Sixty (60) feet to the place of beginning.

RESERVING to the Grantors, their heirs and assigns, an easement in a strip of land 10 feet in width across the above described premises and located immediately south of the south road limit of Carpenter Road, so-called, for the purpose of constructing a gas line, water line and electric light line from Center Road to other lands owned by the Grantors located immediately east of that hereby conveyed. In the event that such utilities shall become available for use by the owners of the other lands of said Grantors, herein referred to, without the necessity of using the right of way across the easement hereby reserved, then, and in that event the premises hereby conveyed shall be relieved of the burden of the easement reserved.



**SURVEY UPDATE REQUIRED FOR NEXT TRANSFER**  
48-003-00-017-00

BY JM DATE 7-29-23  
ASHTABULA COUNTY ENGINEER

to the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee its successors ~~heirs~~ and assigns forever.

And we, Hazel M. Burns and Troy C. Burns, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee its successors ~~heirs~~ and assigns, that at and until the ensueing of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FREE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever

except taxes and assessments for the last half of the year 1954 and thereafter; and except easements, if any, building restrictions and zoning ordinances, if any, which may have been imposed thereon;

and that we will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee its successors ~~heirs~~ and assigns, against all lawful claims and demands whatsoever except as aforesaid.

48-003-00-017-00

SAYBROOK TOWNSHIP TRUSTEES

June 13, 2023

*Resolution  
# 23061314*

Robert Brobst      Yes  
Norman Jepson      Yes

**Old Business:**

**#14** Norman Jepson moved resolution to accept the Sale of Property (Saybrook Fire Station #2) in the amount of \$60,000.00 purchase agreement proposal from County Commissioners for the purchase of Old Station #2 at 4986 Carpenter Road, seconded by Thomas Pope.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes

**New Business:**

**#15** Norman Jepson moved resolution for Preventative Maintenance Service Agreement with Ziegler Heating Co. For Fire Station #1 Start/End Date 6/1/2023 to 6/1/2024. Two (2) PM Visits per year, Yearly PM Price \$1,550.00, seconded by Robert Brobst.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes

**#16** Norman Jepson moved resolution for Preventative Maintenance Service Agreement with Ziegler Heating Co for Administration Building. Start/End Date 6/1/2023 to 6/01/2024. Two (2) PM Visits per year, Yearly PM price \$1,125.00, seconded by Robert Brobst.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes

**#17** Norman Jepson moved resolution for Preventative Maintenance Service Agreement with Ziegler Heating Co. for our Road Department. Start/End Date 6/1/2023 to 6/1/2024. Two (2) PM Visits per year, Yearly PM Price \$675.00, seconded by Robert Brobst.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes

**#18** Norman Jepson moved resolution for Preventative Maintenance Service Agreement with Ziegler Heating Co. for the Record Storage Room Start/End Date 6/1/2023 to 6/1/2024. One (1) PM Visits per year, Yearly PM Price \$155.00, seconded by Thomas Pope.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes

**#19** Norman Jepson moved resolution to purchase 7 new black chairs, 3 for Fire Station Two, and 4 for the administration building meeting room, seconded by Robert Brobst.

Roll Call Voting      Thomas Pope      Yes  
                                 Robert Brobst      Yes  
                                 Norman Jepson      Yes