

**RESOLUTION APPROVING THE REAL ESTATE SALE AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND DONAHOE CORPORATION FOR THE PURCHASE OF PROPERTY LOCATED AT DONAHOE DRIVE AND C COURT, ASHTABULA TOWNSHIP (ASHTABULA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES)**

WHEREAS, the Ashtabula County Board of Commissioners desire to purchase land, parking lots, and a communal drive/roadway, including all easements and rights of ingress and egress thereto surrounding Parcel Number 03-008-00-088-02 located at Donahoe Drive and C Court, Ashtabula Township, for use by the Ashtabula County Department of Job and Family Services; and

WHEREAS, a Real Estate Sale Agreement has been presented for the approval of the Board, to-wit:

**Property Location:** East of Donahoe Drive and on the north side of C Court, 1.848 acres, Ashtabula, Ohio 44004. The survey allows the creation of a new parcel from lands of Donahoe Center, Inc. (PPN 03-008-00-088-01) to be combined with lands of Ashtabula County Ohio (PPN 03-008-00-088-02).

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

**Sellers:** Donahoe Corporation, 2924 Donahoe Dr., Ashtabula, OH 44004

**Purchase Price:** \$22,080.00 (Twenty-Two Thousand and Eighty Dollars)

WHEREAS, the closing date was 1/31/24, however the date Donahoe signed was 2/20/24 therefore the Board agrees to extend the closing date to March 15, 2024 in order to provide the Donahoe Corporation fifteen (15) days to comply with their obligations as outlined in the purchase agreement; now

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

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2024-138**

**February 29, 2024**

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**Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.**

**VOTE:**

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

**Aye  
Aye  
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.



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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 January \_\_\_\_, 2024 (the "Effective Date"), by and between Donahoe Corporation (the "Seller") and Ashtabula County Board of Commissioners ("Purchaser").

### BACKGROUND

A. Purchaser is the owner of certain real property and certain land situated at 2924 C Court, Ashtabula, OH 44004 where Ashtabula County Job and Family Services is presently located and does business.

B. Seller is the owner of the land and parking spaces located at Donahoe Drive and C Court, Ashtabula, OH 44004, which consists of land, parking lots, and a communal drive/roadway, specifically the aforementioned land, parking, and roadways, including all easements and rights of ingress and egress thereto surrounding Parcel Numbers 030080008802 (hereinafter the "Property"), which real property is further described in the legal description attached hereto as Exhibit A and incorporated herein by reference;

C. The Property is part of the Donahoe Complex and was originally donated for the purpose of developing a human services complex to allow private non-profit or public agencies engaged in health, public welfare, public education and information, and similar human resource activities;

D. Both parties wish to continue the Donahoe legacy by ensuring that the Property is used for health, public welfare, public education and information, and similar human services activities;

E. Purchase is in the process of renovating and expanding its building situated at 2924 C Court, Ashtabula, OH 44004 and requires the acquisition of the Property to fulfill its duties pursuant to Chapter 329 of the Ohio Revised Code and provide public welfare, public education and information, and similar human services activities.

F. 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:

I. 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, and upon approval of the Ashtabula Board of County Commissioners. Seller shall convey the Property to Purchaser by limited warranty deed (the "Deed").

2. **Purchase Price.** The purchase price for the Property shall be twenty-two thousand eighty dollars (\$22,080.00) (the "Purchase Price"). Purchaser shall deposit the entire Purchase Price amount with the Escrow Agent within ten (10) business days of signing this Agreement or upon approval by the Ashtabula County Board of Commissioners, whichever is later in time.

3. **Closing Date.** The closing date ("Closing") will be January 31, 2024 and upon approval of the Ashtabula Board of County Commissioners through resolution.

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.

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"). 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. Seller hereby agrees to indemnify Purchaser to the extent that as Purchaser is inspecting, 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. The Purchaser's total liability under this Agreement shall be limited to the Purchase Price plus the amount set forth in the fiscal officer's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Ashtabula County Job and Family Services be personally liable for any obligations or claims arising out of or related to this Agreement. This indemnification shall survive the termination of or Closing under this agreement.

7. **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 Paragraph 7 shall survive the Closing for a period of six (6) months.

8. "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 6 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.

9. 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 8(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 8(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.

10. Seller's Release of Purchaser. Purchaser is hereby released from all responsibility and liability to Seller regarding any liability or obligation to Seller regarding the use of the Property prior to the Closing.

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

12. 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").

13. 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 evenly divide all closing costs, including the cost of the title search and title insurance.

14. Damage and Destruction. If, after the date of this Agreement and prior to the Closing, any improvement 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 such election to Seller) to either (a) terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and neither party shall have any rights, obligations, or liabilities to the other hereunder except as explicitly set forth herein, or (b) close the transaction contemplated hereby as scheduled (except that if the Closing is less than fourteen (14) days following Purchaser's receipt of such notice, the Closing shall be delayed until Purchaser makes such election), in which event Seller shall assign and/or pay to Purchaser at Closing all insurance awards collected with respect to such damage or destruction.

15. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and served either personally or sent by United States registered or certified mail, return receipt requested, postage prepaid or by pre-paid nationally recognized overnight courier service, and addressed to the parties at their respective addresses set forth below. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Seller: Donahoe Corporation  
2924 Donahoe Dr.  
Ashtabula, OH 44004

If to Purchaser: Collen M. O'Toole  
Ashtabula County Prosecutor  
25 West Jefferson Street  
Jefferson, Ohio 44047

Notices given hereunder shall be deemed to have been given on the date of personal delivery (or the first business day thereafter if delivered on a non-business day), three (3) days after the date of certified mailing or the next business day after being sent by overnight courier.

16. Entire Agreement, Amendments and Waivers. This Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof, and the

same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

17. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before 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.

18. 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.

(f) The parties acknowledge that they are in discussions regarding the transfer of additional property that is part of the Donahoe Complex and the parties agree to engage in good faith negotiations to complete such transfer as mutually agreed upon by the parties.


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

**SELLER:**

Donahoe Corporation

By: 

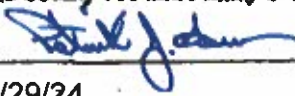
Date: 2/20/24

ASD   
DAVID H. McDONOUGH

DATE: 2/20/24

**PURCHASER:**

Ashtabula County Job and Family Services

By: 

Date: 2/29/24

ASHTABULA COUNTY BOARD OF COMMISSIONERS

By: 

Date: 2/29/24

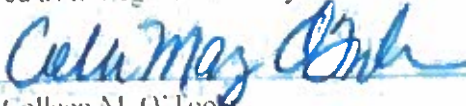
By: 

Date: 2/29/24

By: 

Date: 2/29/24

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole  
Ashtabula County Prosecutor

Dated: \_\_\_\_\_

## LEGAL DESCRIPTION

Lot 1  
1.848 Acres

All that parcel of land situated east of Donahoc Drive (60' R/W) and on the north side of "C" Court (60' R/W), being part of Lot 8, Township 13 North, in Range 3 West of the Connecticut Western Reserve, Ashtabula Township, Ashtabula County, State of Ohio, bounded and described as follows:

Beginning on the southern line of lands herein described at a 5/8 inch iron rebar (found, capped "Rabell") on the north right-of-way of "C" Court, said point being the following courses from the centerline intersection of "C" Court and Donahoc Drive:

- 1) S 89°10'00" E, along the centerline of "C" Court, a distance of 100.45 feet to a point; thence,
- 2) N 00°39'21" E, a distance of 30.00 feet to the true point of beginning;

thence, the following courses:

- 1) N 89°10'00" W, a distance of 40.35 feet to a 5/8 inch iron rebar (set); thence,
- 2) Along the north right-of-way line of "C" Court, being a curve to the right having a radius of 30 feet, an arc length of 47.12 feet, a chord bearing of N 44°10'00" W, and a chord distance of 42.43 feet to a 5/8 inch iron rebar (set); thence,
- 3) N 00°50'00" E, along the east right-of-line of Donahoc Drive, a distance of 412.84 feet to a 5/8 inch iron rebar (set); thence,
- 4) S 89°00'00" E, a distance of 124.84 feet to a 5/8 inch iron rebar (set); thence,
- 5) S 01°00'00" W, a distance of 182.00 feet to a 5/8 inch iron rebar (set); thence,
- 6) S 89°00'00" E, a distance of 108.00 feet to a 5/8 inch iron rebar (set); thence,
- 7) N 01°00'00" E, a distance of 72.00 feet to a 5/8 inch iron rebar (set); thence,
- 8) S 89°00'00" E, a distance of 237.00 feet to a 5/8 inch iron rebar (set) on the west right-of-way line of "C" Court; thence,

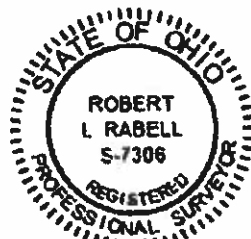
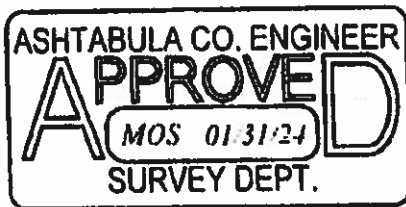
- 9) S 01°00'00" W, along the west right-of-way of said road, a distance of 44.00 feet to a 5/8 inch iron rebar (set) at the PC of a curve; thence.
- 10) Along the west right-of-way line of "C" Court, being a curve to the right having a radius of 288.31 feet, an arc length of 39.59 feet, a chord bearing of S 04°56'02" W, and a chord distance of 39.56 feet to a 1/2 inch iron spike (found); thence.
- 11) Continuing along the west right-of-way line of "C" Court, being a curve to the right having a radius of 288.31 feet, an arc length of 249.62 feet, a chord bearing of S 33°40'17" W, and a chord distance of 241.90 feet to a 5/8 inch iron rebar (found, capped "Rabell"); thence.
- 12) N 00°39'21" E, a distance of 202.84 feet to a 1/2 inch iron spike (found); thence.
- 13) N 89°20'39" W, a distance of 265.17 feet to a 1/2 inch iron spike (found); thence.
- 14) S 00°39'21" W, a distance of 246.79 feet to the point of beginning.

Said parcel containing 1.848 acres, being Lot 1, as shown on a Survey Plan for Ashtabula County Job & Family Services, dated May 24, 2023 (Revised January 31, 2024) as prepared by Robert L. Rabell, P.S. Ohio #S-7306 of Rabell Surveying & Engineering, a Division of LSSE.

Bearings described herein are rotated to agree with the centerline bearing of "C" Court (S 89°10'00" E) as shown on a 1.447 Acre Split From Lands Deeded to Donahoe Center, Inc. prepared by Eric B. Westfall, P.S. dated July, 2017 and approved by the Ashtabula County Engineer's office on July 6, 2017.

All iron rebars set are 5/8 inch epoxy coated, 30 inch in length, with identification cap stating "Rabell LSSE ENG. S-7306".

The purpose of this survey is to create a new parcel from Lands of Donahoe Center, Inc. (PPN 03-008-00-088-01) to be combined with Lands of Ashtabula County Ohio (PPN 03-008-00-088-02).



*Robert L. Rabell*

1/31/2024