

THE VILLAGE OF RIPLEY, OHIO

ORDINANCE NO. 1035

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL ESTATE
TO RIPLEY SCHOOLHOUSE LIMITED PARTNERSHIP IN FURTHERANCE
OF A PLAN OF URBAN RENEWAL FOR THE VILLAGE OF RIPLEY AND
DECLARING AN EMERGENCY

WHEREAS, by the passage of Ordinance No. 1034 on October 8, 1996, the Council of the Village of Ripley authorized the conveyance of the following described real estate (the "Real Estate"), save and except the southerly most twenty-five (25) feet of In-Lot No. 33, to Ripley Schoolhouse Apartments, L.P. in pursuance of a plan of urban renewal of the Village of Ripley:

Situate in the Village of Ripley, Township of Union, County of Brown and State of Ohio and being more particularly described as follows:

Being all of that Lot known and designated as the Public Square on the recorded plat of the Town of Staunton (now the Village of Ripley), Volume 33, page 796 of the Official Records of Brown County, Ohio.

ALSO, THE FOLLOWING DESCRIBED REAL ESTATE:

Situate in the Incorporated Village of Ripley, Brown County, Ohio, and being part of Inlot No. Six (6) as the same is known and designated on the recorded plat of said village (Official Records Volume 33, Page 796) and bounded and described as follows, to-wit: Beginning at a point $43\frac{1}{2}$ feet northwesterly of the line between Inlots Nos. 5 and 6 on Front Street, said point being the present dividing line between that part of Inlot No. 6 owned by H.K. Shaw and that part of Inlot No. 6 owned by J.R. & F.A. Stivers; thence northeasterly and parallel with the side lines of said inlots end with said present dividing line 180 feet more or less to Easton Street; thence northwesterly with Easton Street and binding thereon, two (2) feet; thence paralleling first mentioned line 180 feet more or less to Front Street; thence with Front Street and binding thereon Southeasterly two (2) feet to the beginning being a strip of ground two (2) feet wide by 180 feet long on the west side of that part of Inlot No. 6 ($43\frac{1}{2}$ feet front and extending that width to Easton Street, being tract 2 herein in this deed described) now owned by the said J.R. & F.A. Stivers, on which said $43\frac{1}{2}$ feet front part is located a large brick warehouse building extending $43\frac{1}{2}$ feet front from Front Street to Easton Street. Being the same real estate conveyed to J.R. & F.A. Stivers by H.K. Shaw and wife by deed dated December 1, 1926, and recorded in Deed Book 18, page 319, Deed Records of Brown County, Ohio.

Also the following described real estate, situate in the State, County and Village aforesaid, known and designated on the record-

ed plat thereof (Official Records Volume 33, Page 796) as part of Inlot No. Six (6) and bounded and described as follows: Beginning at the most westerly corner of Inlot No. 5 on Front Street, running thence northeast with the line between Inlots Nos. 5 and 6, one hundred and eighty (180) feet more or less to Easton Street; thence a northwest course with Easton Street and binding thereon forty three feet and six inches ($43\frac{1}{2}$ feet); thence at right angles southwest and parallel with said first described line 180 feet more or less to Front Street; thence with Front Street southeast and binding thereon forty three feet and six inches ($43\frac{1}{2}$ feet) to the beginning, on which is a large brick warehouse. Being the same real estate described in a deed of H.N. Wiles and wife to Katherine Stivers et al dated Nov. 9, 1895, and recorded in Deed Book No.81, pages 200 and 201; also described in a deed of J.R. Stivers and wife to F.A. Stivers dated April 23, 1894, and recorded in Deed Book C. No. 80, pages 221 to 224, being the second tract of said last mentioned deed.

Prior Deed Reference: See deed recorded in Deed Book 89, Page 229, Brown County Deed Records.

ALSO THE FOLLOWING DESCRIBED REAL ESTATE:

Situated in the Incorporated Village of Ripley, Union Township, Brown County, State of Ohio, to-wit: In-lot Number Thirty-three (No. 33) as known and designated on the recorded plat of said Village of Ripley, Ohio (Official Records Volume 33, Page 796). Being the following described lot, piece or parcel of land situated on the west side of Second Street between Main and Market Streets, and bounded and described as follows: On the east side or front by Second Street; on the south side by Bank Alley; on the north side by the Public Square, and on the west side or rear end on Easton Street; fronting sixty (60) feet on Second and Easton Streets each.

Prior Deed Reference: See deed recorded in Deed Book A-1, Page 580, Brown County Deed Records.

This being the same real estate conveyed to the Village of Ripley by the Board of Education of Ripley Union Lewis Huntington School District by Quit Claim Deed recorded at Volume 44, Page 152 of the Official Records of Brown County, Ohio; and

WHEREAS, it now appears that the correct legal name of the proposed grantee of said Real Estate is "Ripley Schoolhouse Limited Partnership" instead of "Ripley Schoolhouse Apartments, L.P." and

WHEREAS, it further appears that a new survey of said real estate will be required by the Brown County Tax Map Department before a conveyance of the above-described real estate will be approved for transfer; and

WHEREAS, in order for the said Ripley Schoolhouse Limited Partnership to secure funding necessary for the development of

its project concerning the Real Estate it is necessary that the said Ripley Schoolhouse Limited Partnership acquire title to that portion of said Real Estate upon which is erected the old elementary school building by November 1, 1996; and

WHEREAS, it does not appear likely that new survey will have been prepared by November 1, 1996,

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Ripley, two-thirds (2/3) or more of all members thereof concurring as follows,

SECTION 1. That the Village of Ripley shall forthwith sell, transfer and convey to Ripley Schoolhouse Limited Partnership the entirety of In-Lot No. 33 together with the entirety of that lot designated as the "Public Square" without the Village of Ripley retaining ownership of the southerly most twenty-five (25) feet of In-Lot No. 33.

SECTION 2. That the Village of Ripley shall sell, transfer and convey the remainder of said Real Estate (i.e., part In-Lot No. 6) to the said Ripley Schoolhouse Limited Partnership when a proper legal description has been prepared and no further enabling legislation shall be required therefor.

SECTION 3. That the Village Administrator and the Clerk of the Village of Ripley shall be and hereby are authorized and directed to execute such deeds of conveyance on behalf of the Village of Ripley.

SECTION 4. That the deeds hereby authorized shall contain a the following restrictive covenants which shall be binding upon the grantee, its successors and assigns and shall run with the land:

1. The above-described real estate shall be used primarily for the purpose of providing low income rental housing to the elderly and ~~handicapped~~ tenants and uses incident thereto.

2. The above-described real estate shall not be permitted to fall into disrepair through neglect or lack of maintenance nor shall said real estate be otherwise permitted to be or become an eyesore to the neighborhood.

3. Nothing shall be done or maintained on said real estate which is or which may become an annoyance or nuisance to the neighborhood.

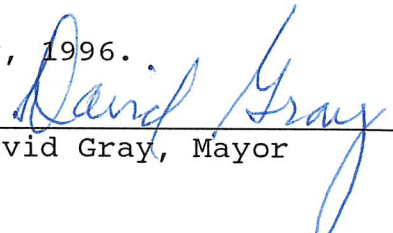
4. The Council of the Village of Ripley shall be authorized to release said real estate, or portions thereof, from the operation of the within restrictive covenants and, as a condition of such release, to require the imposition of other restrictions on the use of any real estate so released.

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SECTION 5. That this Ordinance and the conveyance hereby authorized are hereby declared to be in furtherance of a plan for the urban renewal of the Village of Ripley in accordance with the provisions of the Ohio Revised Code pursuant to which the requirements of competitive bidding may be and hereby are waived.

SECTION 6. That this Ordinance is hereby declared to be an emergency ordinance necessary for the health, safety or welfare of the inhabitants of the Village of Ripley and more particularly in furtherance of the plan of urban renewal of the Village of Ripley and this Ordinance shall be in full force and effect immediately upon its adoption.

Adopted this 29th day of October, 1996.



David Gray, Mayor

ATTEST:



Hilda Frebis, Clerk