

**ORDINANCE NO. 22-001**

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-00810.000, LOCATED ON HARRISON STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

**WHEREAS**, the City Commission previously authorized the acquisition of the property located on Harrison Street, Parcel No. 59-00810.000 by Resolution No. 016-12R, passed on July 9, 2012, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

**WHEREAS**, DB&B Property Holdings, LLC, through managing partners Christopher Beichele and Bradley Moyer, has requested to purchase Parcel No. 59-00810.000 for the purpose of new residential development; and

**WHEREAS**, DB&B Property Holdings, LLC owns several surrounding parcels, including the adjoining parcel to the north, and is in the process of acquiring the adjoining property to the east, for a total of five (5) parcels combined for the purpose of new residential construction on Tiffin Avenue, West Madison and Harrison Streets; and

**WHEREAS**, the purchase price of the property is \$1,940.00, which is the current Erie County Auditor's valuation of the property and no less than fair market value, plus the cost of deed preparation and transfer fees; and

**WHEREAS**, the Land Bank Committee met on December 6, 2021, and approved the acquisition and sale of this property to DB&B Property Holdings LLC; and

**WHEREAS**, the cost associated with this purchase and sale agreement is the total cost of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the purchase and sale transaction and the City will recoup these expenses incurred upon sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City

**PAGE 2 - ORDINANCE NO. 22-001**

of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 59-00810.000, located on Harrison Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions

thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



---

RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: January 10, 2022

## PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and DB&B Property Holdings, LLC, residing at 302 Wayne Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser(s)".

### **WITNESSETH:**

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at the corner of Harrison and W. Madison Streets, Erie County Parcel Number 59-00810.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at Harrison and Tiffin Ave, Erie County Parcel Numbers 59-00810.001 and 59-00358.000, Sandusky, Ohio.

2. The purchase price for the Property is one thousand nine hundred forty dollars

(\$1,940.00), which is not less than the fair market value as determined by the appraised

# EXHIBIT "1"

valuation of the Erie County Auditor, plus transfer fees in the amount of one hundred one dollars (\$101.00) for a total purchase price of two thousand and forty-one dollars (\$2,041.00). Purchaser shall pay the full purchase price in cash, certified check or cashier's check made payable to Seller.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited in the parcel's current state. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than January 31, 2022, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before January 31, 2022, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties

unless 13. **EXHIBIT**

**"1"**

This Agreement shall be binding upon and inure to the benefit of Seller and specifically set forth herein. Purchasers and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**PURCHASER(S):**

\_\_\_\_\_  
Christopher Biechele, Purchaser  
Partner DB&B Holdings, LLC

\_\_\_\_\_  
Bradley Moyer, Purchaser  
Partner DB&B Holdings, LLC

State of Ohio            )  
  )  
County of Erie            )

ss:

**EXHIBIT "1"**

On this \_\_\_\_\_ day of

\_\_\_\_\_, 2022, before me, a Notary Public in  
and for said County and State, personally appeared Christopher Biechele and Bradley Moyer,  
partners of DB&B Property Holdings, LLC, and acknowledged their execution of the foregoing  
instrument and that the same is his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal  
on the day and year aforesaid.

\_\_\_\_\_

NOTARY PUBLIC

**SELLER:**

CITY OF SANDUSKY

---

Eric L. Wobser  
City Manager, City of Sandusky

STATE OF OHIO )

) ss:

ERIE COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of said City on behalf of said City and by its authority and that the same is his voluntary act and

**EXHIBIT "1"**

Sandusky, Ohio, and

acknowledged his execution of the foregoing instrument as said officer of deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

---

NOTARY PUBLIC

Approved as to Form:

---

Brendan Heil, #0091991  
Law Director, City of Sandusky

**Exhibit A**



APPROVED as per Erie County Requirements  
And Sections 4733-37 thru 4733-37-07 of the Ohio  
Administrative Code only. No Field Verifications  
for Accuracy made.

*Alexander B. Etchill*

Erie County Engineer

Date: 1/15/16

**REMAINING LANDS**

**0.0776 ACRES (3,379.82 S.F.)**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 4, and being part of those lands of the City of Sandusky, RN 201506099, known as part of Lot 8 and part of Lot 9 in Block 28 of the Western Liberties Addition to the City of Sandusky, P.V. 2, Pg. 1, all references herein to the records of the Erie County Recorder, and being more particularly described as follows:

Commencing, for reference, at a 1" iron pin found in a monument box at the intersection of centerlines of Tiffin Avenue (66 feet in width) with Harrison Street (66 feet in width); thence, South 1°59'40" East with the centerline of Harrison Street, a distance of 50.99 feet to a point; thence, North 88°00'20" East, a distance of 33.00 feet to a 5/8" square bar found in the west right-of-way line of Harrison Street, same being the southwest corner of lands of K&D Enterprises, D.V. 487, Pg. 651; thence, South 1°59'40" West with said west right-of-way line of Harrison Street, a distance of 20.07 feet to a 5/8" iron rod set and the **True Point of Beginning** for this description;

thence, North 88°21'17" East through lands of the City of Sandusky, a distance of 19.63 feet to a 5/8" iron rod set in the north west corner of lands of Shameka Latoya Moore, Trustee, RN 2012-0302;

thence, South 1°44'22" East with said lands of Moore, a distance of 67.81 feet to a 3/4" iron pipe found in the north right-of-way line of Madison Street (66 feet in width);

thence, South 88°10'43" West with the north right-of-way line of Madison Street, a distance of 49.32 feet to a 5/8" iron rod set at the intersection of the north right-of-way line of Madison Street with the east right-of-way line of Harrison Street;

thence, North 1°59'40" West with the east right-of-way line of Harrison Street, a distance of 68.83 feet to the point of beginning, containing 0.0776 acres of land (3,379.82 S.F.), more or less, subject to legal highways and easements of record.

This description was prepared by Alexander B. Etchill, P.S., Ohio R.L.S. 8512 from an actual field survey of the premises conducted in December, 2015. Bearings hereon are based upon Grid North for NAD '83, Ohio State Plane Coordinate System (NA2011 Adjustment).

John Hancock & Associates, Inc.

*Alexander B. Etchill*

Alexander B. Etchill, P.S. 8512

Date: JANUARY 15, 2016

File: projects on server/240015/2400-remain.doc

