

ORDINANCE NO. 20-001

AN ORDINANCE APPROVING AND RATIFYING THE PURCHASE OF REAL PROPERTY LOCATED AT 2139 PARKVIEW BOULEVARD, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-01526.000 FOR THE PURPOSE OF BLIGHT ELIMINATION AND DEMOLITION; AND AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO EXPEND FUNDS FOR THE PURCHASE OF THE REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Sandusky Neighborhood Initiative, the Southside neighborhood was reviewed for housing conditions and related housing redevelopment strategies and it was determined that blight elimination was needed, particularly in the area surrounding the Churchwell Park area; and

WHEREAS, the City was contacted by the property owner of 2139 Parkview Boulevard regarding our interest in acquiring the vacant 4-unit property and based on the City's interest in redeveloping and re-envisioning this neighborhood, the City entered into a Purchase and Sale Agreement with the owner on December 23, 2019; and

WHEREAS, the total cost for the purchase of the property located at 2139 Parkview Boulevard is \$25,000.00 plus all closing costs associated with the transaction and these costs will be paid with Real Estate Development Funds; and

WHEREAS, upon City Commission approval and acquisition, the property will be bid out for asbestos abatement and demolition utilizing Community Development Block Grant (CDBG) funds; 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 approve and ratify the purchase of the property to allow closing to occur before January 22, 2020, and to move forward with asbestos abatement and demolition; 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 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 approves the Purchase and Sale Agreement with Jeffrey Burlovich, a copy of which is attached to this Ordinance and marked as Exhibit "1" and specifically incorporated as if fully rewritten herein, for the purchase of property located at 2139 Parkview Boulevard, Sandusky, and identified as Parcel No. 58-01526.000, in the amount of Twenty Five Thousand and 00/100 Dollars

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(\$25,000.00) and ratifies the execution of the Purchase and Sale Agreement for the purpose of blight elimination and demolition.

Section 2. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 58-01526.000, located at 2139 Parkview Boulevard in Sandusky.


Section 3. 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 4. 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 5. 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: 

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 13, 2020

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 13 day of DECEMBER, 2019, by and between CITY OF SANDUSKY, a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Purchaser"), and JEFFREY BURLOVICH, single, whose tax mailing address is 817 Decatur Street, Sandusky, Ohio 44870, (the "Seller") collectively known as the "Parties."

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 premises located at 2139 Parkview Boulevard, Sandusky, Ohio, 44870 (permanent parcel number 58-01526.000) and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein (the "Premises"), the legal description of which will be set forth in the deed transferring ownership of said premises.
2. The total purchase price for the premises is \$25,000.00 (US Dollars)
 - a. Which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the pro-rations or lack thereof and adjustments set forth in this Agreement;
 - b. There is no earnest money for this agreement; and
 - c. Purchaser shall pay all closing costs for the transaction contemplated under this Agreement
3. Before closing, Seller(s) may remove the following items: ANY items they own;



however, Seller agrees and acknowledges that Seller must securely maintain the premises until closing.

4. The Seller shall furnish a Quit Claim Deed to Purchaser in fee simple, with dower rights released (if any), free and clear of all liens, rights to take liens, assessments and encumbrances whatsoever, except the following permitted encumbrances:

- (a) Real estate taxes and assessments not due and payable (with an understanding by the Parties that the taxes are not prorated);

The Permitted Encumbrances also shall include any matters waived or deemed waived by Purchaser pursuant to Paragraph 5.

5. Within fifteen (15) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the fifteen (15) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to or simultaneously to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to: (i) waive the defect or encumbrance and accept such title to the Property as

Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit shall be returned to the Purchaser. All costs of the title examination or title insurance commitment and policy shall be paid for by the Purchaser.

6. Should the buildings or any other improvements upon the aforesaid property be damaged or destroyed prior to closing, then the Purchaser, may, at Purchaser's option: (1) elect to continue this in full force and effect, in which case the Seller shall forthwith assign the Purchaser all rights of the Purchaser to the insurance recovery due by reason of said damages, or (2) elect to rescind and void this Agreement, and thereupon there shall be returned to the Purchaser all money, papers or documents deposited by Purchaser, and there shall be returned to Seller all papers or documents deposited by Seller. After the closing, the risk of loss shall be and is assumed by the Purchaser. There shall be no proration of insurance, it being the obligation of the Purchaser to procure Purchaser's own policies of insurance to be effective from and after the date of closing. Seller agrees to maintain the improvements in their present condition until delivery of possession subject to reasonable wear and tear and the provisions of this Paragraph and Paragraph 3. The Parties further agree that any held fire insurance funds held by the Purchaser shall be released or paid to Seller within a reasonable amount of time.

7. Inspection: Purchaser shall have three (3) business days prior to closing to inspect the property to ensure vacancy. In order to accomplish said inspections the Seller shall

allow entry to the property and any structures therein, upon 24-hour notice from Purchaser to Seller. Seller agrees to provide Purchaser any historical inspection reports or the like, which include but not limited to BUSTR reports, any surveys, environmental reports. Seller shall provide these reports or the like within five (5) days of signing this contract. Should it be determined that there are tenants or persons with tenant rights, the Purchaser has the unilateral right to terminate this agreement in their complete discretion. Purchaser may allow Seller to cure, at Purchaser's discretion.

8. **Financing:** This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before January 13th, 2020.

9. The closing date of this transaction shall be no later than January 22nd, 2020 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency, LLC, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

10. Purchaser is not represented by a real estate broker or agent, therefore any fee paid to a broker shall not be paid in whole or in part by the Purchaser.

11. On the closing date, the escrow agent shall file or record the deed, and any other

instruments, if any, required to be recorded pursuant to this Agreement 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.

In closing this transaction, the escrow agent shall charge the Seller with all closing costs associated with this transaction.

12. Purchaser shall be entitled to possession of the premises upon the closing of this transaction or at such later date as may be agreed to by the purchaser but in no event shall possession by the Purchaser take place later than January 22nd, 2020.

13. Seller makes the following representations to the Purchaser as of the date of this Agreement and the date of the closing:

- (a) The Property is not subject to any purchase contract or option.
- (b) There are not leases, tenancy rights, or other contracts or arrangements with respect to the Property.
- (c) No work has been performed or labor, materials, equipment or fuel furnished to the Property within the last ninety (90) days (or, if any of the same have been performed or furnished, all persons who may have the right to assert a mechanic's lie have been fully paid).
- (d) To the best of Seller's knowledge, no toxic, explosive or otherwise dangerous material or hazardous substances have been concealed within, buried beneath, or released on or from the Property.

Sellers' representations and warranties shall survive the closing.

14. This Agreement sets forth the entire and 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 specifically set forth herein.

15. The 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 instrument.

16. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

SIGNATURE PAGES TO FOLLOW


IN WITNESS WHEREOF, THIS SALE AND PURCHASE AGREEMENT has been executed by Seller as of the day and year first above written.

Sellers:

By: 
Printed Name: Mr. Jeffrey Burlovich

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared JEFFREY BURLOVICH, the Seller, who acknowledged that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at SANDUSKY, Ohio, this 23 day of DECEMBER 2019.


Notary Public



Purchaser(s):

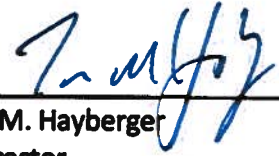
By: 
Eric Wobser
City Manager, Sandusky, Ohio

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared Eric Wobser, City Manager for the Purchaser, who acknowledges that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 23 day of DECEMBER, 2019.


Notary Public

APPROVED AS TO FORM:


Trevor M. Hayberger
Law Director
City of Sandusky



LESLIE MESENBURG
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
June 8, 2022

PROPERTY REPORT BY:

HARTUNG TITLE AGENCY, INC.

327 E. Washington Street
Sandusky, Ohio 44870

INFORMATION PROVIDED FOR THE BENEFIT OF:

HT Order No. E-29659

City of Sandusky - Community Development
Attn: Matt Lasko
240 Columbus Ave.
Sandusky, Ohio 44870

PROPERTY INFORMATION REGARDING:

2139 Parkview Blvd.
Sandusky, Ohio 44870

A Photocopy of the legal description is attached.

PROPERTY REPORT PERIOD:

Record Date Ownership Acquired: September 19, 2018
Searched Thru: December 13, 2019 at 7:30 a.m.

GRANTEE:

Jeffrey Burlovich
Recorded under RN 201808161, Erie County, Ohio Official Records

TAXES:

Permanent Parcel No. 58-01526.000

(Tax Legal: 14 Parkview Blvd MacArthur Park)

Taxes and Assessments for the first one-half 2019: \$648.83* PAYABLE BUT NOT YET DUE

Taxes and Assessments for the last one-half 2019: \$648.83* PAYABLE BUT NOT YET DUE

*NOTE: The Erie County Auditor's Office has not yet certified current taxes.

Taxes for the year 2020 are a lien, not yet due or payable

Assessed Valuation: Land: 2,980 Improvements: 14,860 Total: 17,840

MORTGAGES AND OTHER LIENS OF RECORD: (Continued on Page 2)

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FD 01/03/11-LR

MORTGAGES AND OTHER LIENS OF RECORD:

HT Order No. E-29659

NONE OF RECORD

END OF REPORT

NOTE: PURSUANT TO ORC 317.114(A): EFFECTIVE JULY 1, 2009 STANDARD FORMAT REQUIREMENTS FOR ALL DOCUMENTS FILED IN THE RECORDER'S OFFICE WILL BE STRICTLY IMPOSED. NON-CONFORMING INSTRUMENTS WILL REQUIRE AN ADDITIONAL \$20.00 RECORDING FEE (PAYABLE TO THE COUNTY RECORDER) PER DOCUMENT FILING. (SHOWN FOR INFORMATION)

LIMIT OF LIABILITY

The within report contains information obtained from those public records which by law impart constructive notice regarding taxes, mortgages and liens relating to the land and which are required by law to be maintained in public offices in the county in which the land is situated. Easements, conditions, restrictions, leases, rights of way, or similar interests, as well as legal description errors, however, are not reported. This limited property report is further limited to a search period during which the current deed grantee has held record title, (being the last document in the chain of title to said land as disclosed by the Official Records of the County Recorder purporting to convey fee title) to the "date searched thru" date as reflected above and is provided solely for the benefit of the named party only. This limited report is not intended to be, nor shall it be deemed to be a legal opinion of title, any form of title insurance or any commitment thereto. Liability hereunder is limited to the amount paid to Hartung Title for this limited property report service.

HARTUNG TITLE AGENCY, INC.

BY: Edward E. Hartung
AUTHORIZED SIGNATORY

12/17/19

alh

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Exhibit 'A'

Situated in the City of Sandusky, County of Erie and State of Ohio, and bounded and described as follows:

Being Lot Number Fourteen (14) in MacArthur Park Subdivision, as per Plat recorded in Volume 15 of Plats, Pages 6 and 7, Erie County, Ohio Records.

AAA