

ORDINANCE NO. 21-067

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED ON SUPERIOR STREET NORTH OF WEST MONROE STREET, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 59-00439.000 FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, acquisition of Parcel No. 59-00439.000 is necessary for a future phase of the Sandusky Bay Pathway that will extend the existing pathway from its western terminus at Mills Street to Venice Road; and

WHEREAS, the total cost for the purchase of Parcel No. 59-00439.000 located on Superior Street north of West Monroe Street is \$15,000.00 plus closing costs associated with the transaction and will initially be paid with Capital Funds and the City intends to finance these costs with long-term notes that will be reimburse with proceeds from the Cleveland Road Public Improvement TIF Fund; 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 acquire the property and immediately proceed with land acquisition and prevent future project delays; 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. The City Manager is hereby authorized and directed to execute a Purchase Agreement on behalf of the City with Ann S. Groff and Terese Pulizzi, for the sale and purchase of real property, identified as Parcel No. 59-00439.000, located on Superior Street north of West Monroe Street, in Sandusky, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the purchase of the property identified as Parcel No. 59-00439.000, located on Superior Street north of West Monroe Street in Sandusky, in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) plus closing costs.

Section 3. 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. 59-00439.000, located on Superior Street north of West Monroe Street in Sandusky.

Section 4. 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 5. 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 6. 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:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement” or “Purchase Agreement”) is entered this _____ day of _____, 2021 (“Effective Date”) by and between City of Sandusky or its assignee, (“Purchaser”) and Ann S. Groff and Terese Pulizzi (“Sellers”).

1. **Property.** Including all property designated as parcel 59-00439 located in the City of Sandusky, County of Erie and State of Ohio, including all land, buildings (if any), improvements and fixtures (the “Property”), with a total acreage of approximately .0976 acres.
2. **Purchase Price.** The Purchase Price for the Property shall be Fifteen Thousand Dollars (\$15,000.00) payable 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 and adjustments set forth in this Agreement; there is no earnest money for this agreement.
3. **Title Provider.** The title evidence and escrow shall be provided by Southern Title of Ohio in Sandusky, Ohio. Title shall be transferred to Purchaser or its assignee, by General Warranty or appropriate Deed acceptable to both parties.
4. **Title.** An Owner’s Fee Policy of Title Insurance in the amount of the Purchase Price shall be issued showing Seller or insuring Purchaser, good and merchantable title in fee simple, free and clear of all liens and encumbrances except those specifically set forth in this Agreement.
5. **Conveyance.** Seller shall deliver to Purchaser a General Warranty or appropriate Deed conveying good and marketable title in the Property to Purchaser free and clear of all liens and encumbrances whatsoever except a) any mortgages, liens or encumbrances created by or assumed by Purchaser, b) reservations, easements, conditions and restrictions of record, c) zoning ordinances, d) legal highways, and e) taxes and assessments, both general and specific, for the current half of the taxable year and thereafter, not yet due and payable.
6. **Taxes, Assessments and Pro-rations.** Purchaser shall receive a real estate tax proration equal to the calculated tax rate for the parcel based on the current tax valuation (i.e. current tax valuation x commercial tax rate for specific tax district of the parcel x the percentage of the tax year completed). There will be no post-closing adjustment to the proration and the Purchaser shall be responsible for any shortage to the actual bill.
7. **Closing.** This contract shall be closed, and all obligations of the parties shall be performed on or before 5:00 pm EST July 31st, 2021, or within 15 calendar days of Purchaser’s satisfaction and acceptance of the Due Diligence Period as set forth in writing by Purchaser, whichever may first occur. Closing may be extended upon the mutual written consent of both parties
8. **Charges Paid through Escrow.**

- a. Including any other charges or fees set forth in this Agreement, Purchaser shall pay the following:
 - i. The cost of preparation and recording any mortgage placed on the Property by Purchaser and all costs and fees incidental thereto;
 - ii. The cost of recording the deed, any mortgage and all costs and fees incidental thereto;
 - iii. ½ the cost of insuring premiums of the Owner's Fee Policy of Title Insurance;
 - iv. ½ the cost of the escrow/closing fee;
- b. Including any other charges or fees set forth in this Agreement, Seller shall pay for:
 - i. Any amount required to discharge any mortgage of record, lien or encumbrance not permitted by this Agreement;
 - ii. Taxes and assessments due and payable on the date of transfer;
 - iii. After taxes and assessments have been prorated to the date of transfer, the amount of prorated taxes and assessments which are a lien, but not yet due and payable;
 - iv. Any real estate transfer fee or conveyance;
 - v. ½ the cost of insuring premiums of the Owner's Fee Policy of Title Insurance;
 - vi. ½ the cost of the escrow/closing fee;
 - vii. Proration of existing or proposed tenant leases;
 - viii. The commission to Broker(s) as per separate agreement;

9. **Conditions Precedent to Closing.**

- a. The following shall be conditions precedent to the Closing:
 - i. Seller shall order a Preliminary Title Commitment, which shall include copies of all easements and restrictions of record, and the amount and terms of any special assessments and shall provide the Commitment to Purchaser within three (3) days of receipt.
 - ii. All currently issued governmental authorizations must remain in full force and effect as of the date of Closing.

- iii. Seller agrees, to the best of its knowledge, that all representations and warranties made by the Seller shall be true and correct when made and as of the date of Closing.

10. **Seller representations and warranties.**

- a. To the best of its knowledge after reasonable inquiry, Seller represents and warrants the following:
 - i. Purchaser shall receive free and clear title to the Property by Limited Warranty (or appropriate) from the Seller and that existing mortgages, not assumed or assigned to Purchaser, on the Property will be satisfied no later than the date of Closing. In the event Seller is unable to convey such title to the Property, then Purchaser may terminate the Agreement and all monies paid or deposited by Purchaser shall be returned and all obligations under the Agreement shall terminate.
 - ii. All information delivered to Purchaser, including but not limited to leases, reports, contracts, agreements, prior appraisals, surveys, the absence of pending or threatened litigation and full disclosure of all other relevant information regarding the property provided is true and accurate.
 - iii. The persons or entities signing this Agreement and all Closing documents, including the Deed, have due authority to deliver title to the Property.
 - iv. The Seller shall continue compliance with all applicable zoning and use laws, rules and regulations.
 - v. That the Property shall be maintained substantially in its present condition until Closing.
 - vi. That Seller has no knowledge of any present or future improvements by a public authority, any part of the cost of which would or might be assessed against the Property, and Seller has no knowledge of any current or contemplated future assessments of any kind.
 - vii. That, except as to those improvements disclosed to Purchaser, no improvements have been or will be made to the Property within ninety (90) days of the date of Closing such that any person or entity is entitled to a mechanics' lien against the Property by reason of services rendered or materials furnished, or otherwise.
 - viii. That the Seller has no knowledge of any pending condemnation proceedings or overtly threatened condemnation proceedings which would affect all or any part of the Property.

- ix. That, to the best of Seller’s knowledge, no litigation, legal proceeding or government proceedings or investigation of any kind is pending or has been overtly threatened which would adversely affect all or part of the Property or tenancies or Purchaser’s title to the same, as herein contemplated, after Closing.
 - b. In the event Seller breaches, any of the above representations or warranties prior to Closing, Purchaser may terminate this Purchase Agreement and receive the return receipt of its earnest money deposit. In the event Seller, does not discover the breach until after this transaction has Closed, Seller may pursue other remedies at law.
 - c. All representations and warranties of Seller shall survive Closing.
11. **Due Diligence Period.** As a condition precedent to Purchasers obligations under the Purchase Agreement, Purchaser shall have Thirty (30) days from final execution of the Purchase Agreement to review and/or conduct (at Purchaser’s expense) and be satisfied with all those tests, surveys, examinations, environmental assessments, soil tests, mold inspections and other studies which Purchaser may desire to conduct, and to review and/or obtain any and all documentation, including but not limited to (i) plans and specifications, (ii) acceptable site plan, (iii) acceptable traffic ingress, egress and curb cuts, (iv) proof of utility availability, (v) all applicable government approvals, licenses, permits, zoning modifications and such related notices, and (vi) review and acceptance of all existing or proposed Tenant leases (separately and collectively being the “Due Diligence Period”). Should Purchaser provide notice to Seller of his intention to terminate the Purchase Agreement for any reason, within his sole discretion, prior to the expiration of the Due Diligence Period, this Purchase Agreement is hereby terminated immediately and the earnest money deposit shall be immediately returned to Purchaser. Both parties mutually agree to extend the Due Diligence Period should initial findings indicate a need for additional environmental testing or assessment.
12. **Possession.** Purchaser shall obtain possession to property at Closing.
14. **City Commission Approval:** Purchaser and Seller acknowledge and agree that Purchaser’s obligations under this Agreement shall be subject to obtaining permission or approval from the Sandusky City Commissioners.
13. **Miscellaneous.**
- a. **Time is of the essence of this contract.**

- b. Each party hereto is responsible to pay its own respective attorney's fees, if any, incurred in this transaction.
- c. This Purchase Agreement shall be binding on the heirs, successors and assigns of the parties hereto.
- d. Any changes, modifications or amendments to this Agreement shall be in written form and shall be executed by both parties hereto.
- e. Neither Purchaser nor Seller is represented by nor obligated to pay any real estate broker for any services related to this transaction.
- f. This Purchase Agreement shall be governed by the laws of the State of Ohio and jurisdiction over any matter arising under this Agreement shall be within Erie County, Ohio.
- g. Any notice, request, demand, instruction or communication hereunder shall be in writing and shall be deemed to have been duly given (i) two (2) business days after deposit in registered or certified U.S. mail, postage fully prepaid, (ii) one (1) day after deposit with a recognized overnight delivery service such as Federal Express, or (iii) immediately upon email transmittal (provided that such email service is either replied to by the recipient or followed by service pursuant to (ii) above received by the recipient the next business day), addressed as follows:

To Seller: Ann S. Groff, Executor
Estate of Leon J. Groff
4208 Autumn Ridge Lane
Sandusky, OH 44870

To Purchaser: The City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870
Attn: Director of Community Development

With copies to: The City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870
Attn: Law Director

The addresses for the purpose of this paragraph may be changed by giving notice as provided as provided herein.

Notice shall also be deemed to have been given upon receipt of actual knowledge by any means of the information contained in said notice.

IN WITNESS WHEREOF, each of the parties hereto has signed this Agreement on the date shown below their respective signatures.

Agreed:

Purchaser:

By: _____

Its: _____

Dated: _____, 2021

Seller:

By: _____

Ann S. Groff

Dated: _____, 2021

By: _____

Terese Pulizzi

Dated: _____, 2021

Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE: \$	_____
EXEMPT:	_____
R.E. TRANSFER:	_____
Thomas J. Paul Erie County Auditor	
Trans. Fees: \$	_____ .50
Date: 7/20/10	By: <i>TF</i>

Thomas J. Paul

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

[Signature]
Erie County Engineer

WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS:

That **PATRICIA L. ROSS, Single,**

the Grantor,

who claims title through a document recorded in RN 200511968, Erie County Recorder's Office, for valuable consideration received to her full satisfaction of:

LEON J. GROFF,

the Grantee,

whose Tax Mailing Address will be: **4208 Autumn Ridge Lane
Sandusky, OH 44870**

does give, grant, bargain, sell and convey unto the said Grantee and his heirs and assigns an undivided one-half (1/2) interest in the premises (herein called "Premises"):

Situated in the City of Sandusky, County of Erie, State of Ohio, and
Known as being Lot Three (3) Superior Avenue in William H. Hendrickson's subdivision of parts of Outlots 48, 50 and 51 and 53 and all of outlots 49 and 52 west of Mills Creek, Darling's Survey, as per plat recorded in Erie County Plat Records, Volume 10, page 17.

The real property described above is conveyed subject to, and there are excepted from the general warranty covenants, the following:

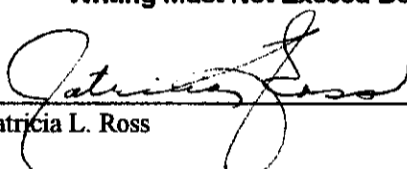
1. All easements, covenants, conditions and restrictions of record;
2. All legal highways;
3. Zoning, building and other laws, ordinances and regulations; and
4. Real estate taxes and assessments not yet due and payable.

Permanent Parcel No. 59-00439.000

To have and to hold the above-granted and bargained Premises, with the appurtenances thereunto belonging, unto the said Grantee and his heirs and assigns, forever. And the said Grantor does for herself and her heirs and assigns covenant with the said Grantee, his heirs and assigns, that at and until the ensembling of these presents, she is well seized of the Premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in the manner and form as above written; and that the same are free and clear

from all encumbrances, whatsoever, except taxes and assessments, which are a lien, or which have not been certified to the Auditor or have been certified but have not been placed on the duplicate or have been deferred, but are not yet due and payable, except zoning restrictions, and except easements, restrictions, mineral leases, reserved mineral rights, conditions, and covenants of record, and that she will warrant and defend said Premises with the appurtenances thereunto belonging, unto the said Grantee, his heirs and assigns, forever, against all lawful claims and demands whatsoever, except those noted above.

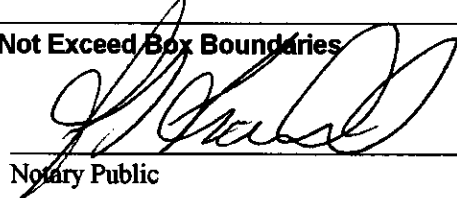

EXECUTED this 19 day of July, 2010.

Writing Must Not Exceed Box Boundaries

Patricia L. Ross

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Patricia L. Ross, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

19th IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this day of July, 2010.

Writing and Seal Must Not Exceed Box Boundaries

Notary Public
JOHN D. FRANKEL
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 O.R.C.


This Instrument Prepared By:
Attorney John D. Frankel
WICKENS, HERZER, PANZA, COOK & BATISTA CO.
414 Wayne Street
Sandusky, OH 44871-5001
14723-400\580251.doc