

ORDINANCE NO. 23-056

AN ORDINANCE DECLARING THAT A PORTION OF CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT THE SOUTHEAST CORNER OF EAST MARKET STREET AND WARREN STREET, AND IDENTIFIED AS PARCEL NO. 56-00983.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO DAVID A. MACK AND CHRISTINE E. MACK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the acquisition of property located at 513 E. Washington Street (Parcel Nos. 56-00983.000 and 56-00984.000) and 430 E. Market Street (Parcel No. 56-00985.000), formerly known as the Sandusky Cabinets property, for the purpose of remediation and future development by Ordinance No. 09-026, passed on April 13, 2009; and

WHEREAS, this City Commission approved an Exclusive Right to Sell Agreement with Russell Real Estate Services of Sandusky, Ohio, for the marketing and sale of three (3) portions of Parcel No. 56-00983.000 for residential development by Ordinance No. 23-003, passed on January 9, 2023; and

WHEREAS, the City desires to sell a portion of the property, referred to as Lot Split "B", to David A. Mack and Christine E. Mack at the purchase price of \$50,000.00 and all proceeds from the sale will be deposited into the Real Estate Development Fund; and

WHEREAS, it is being requested in companion legislation to sell two (2) other portions of Parcel No. 56-00983.000 for residential development; 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 ensure closing on the property by March 21, 2023, pursuant to the Purchase and Sale Agreement; 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 finds, determines and declares that a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "B", 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 pursuant to Section 25 of the Charter of this City.

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Section 2. The City Manager is hereby authorized and directed to enter into a Purchase Agreement with David A. Mack and Christine E. Mack for the sale of a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "B", Sandusky, 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.

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 sale of a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "B," 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:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 11 day of February, 2023, by and between David A. Mack & Christine E. Mack, whose tax mailing address is 118 Greenbrier Lane Sandusky, OH 44870 and hereinafter referred to as the "Purchaser" and the City of Sandusky, Ohio, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio, whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 and hereinafter referred to as "Seller."

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 unaddressed vacant land described as Lot Split "B" of Permanent Parcel Number is 56-00983.000, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises, subject to all restrictive covenants and easements, which shall run with the land.
2. The total purchase price for the premises is \$50,000 payable at closing.
3. Within five (5) days of execution of this Agreement, Purchaser shall deposit \$5,000.00 with the escrow agent handling the transaction.
4. The Seller shall furnish quit-claim deed conveying to Purchaser the property.
5. Within thirty (30) 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 thirty (30) 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 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. Purchaser, and their successors in title, agree to construct one (1) single-family residential dwelling on the Property. Purchaser(s) further agree to not install a vehicular access drive with egress to Market Street. Commencement of construction of the single-family residential dwelling shall occur within two (2) years from original purchase date of the Property and construction of the residential dwelling shall be completed within twelve (12) months of start of construction. If the Purchaser(s) fail to commence or complete construction within the time periods required herein, the Seller shall have the right to re-enter and take possession and title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. This requirement shall run with the land and be binding upon, benefiting and burdening the Purchaser, their successors in title, and assigns.

7. Purchaser, and their successors in title, shall not be eligible to receive funding through the Sandusky Housing Development and Beautification Program for use at the Property.

8. The closing date of this transaction shall be no later than March 21, 2023 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 327 East Washington Street, 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.

9. 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 the following costs of this transaction:

- a. The cost of any real estate transfer tax on file; and
- b. One-half of the escrow fees.

In closing this transaction, the escrow agent shall charge the Purchaser with the following costs of this transaction:

- a. The cost of filing the deed for record;
- b. One-half of the escrow fees; and
- c. The cost for the title examination and insurance policy in the amount of the purchase price.

10. Purchaser shall be entitled to possession of the premises upon the closing of this transaction

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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 March 24, 2023.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before March 21, 2023 or at other time in which both parties mutually agree to, any earnest money deposit shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

12. 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 Agreement and that there have been no representations by the Seller as to the condition of the Property or the fitness of the Property for Purchaser's intended use.

13. The Purchaser agrees to indemnify, defend, release, reimburse, and hold harmless the City from any and all liability, damages, losses, and claims that arise under any environmental law with respect to the Property, or arise from any threatened or suspected presence or release of materials of environmental concern at, on, under or from the Property.

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.

David A. Mack
dotloop verified
02/11/23 12:24 PM EST
WNZL-5QX2-57HH-KIQP

Christine E. Mack
dotloop verified
02/11/23 12:26 PM EST
YQN9-P20Q-ZZJD-G72I

CEM
02/11/23
12:26 PM EST
dotloop verified

DAM
02/11/23
12:24 PM EST
dotloop verified

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SIGNATURE PAGES TO FOLLOW

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below:

PURCHASERS:

NAME

NAME

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named, _____, who acknowledged that they signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this day of _____, 2023.

Notary Public: _____

My Commission Expires: _____

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SELLER:

JOHN ORZECH, INTERIM CITY MANAGER

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named, John Orzech, Interim City Manager of the City of Sandusky, who acknowledged that he signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this day of _____, 2022.

Notary Public: _____

My Commission Expires: _____

Instrument prepared by:

Brendan L. Heil (#0091991)
Law Director
City of Sandusky

Exhibit A

Legal Description For:
The City of Sandusky, Ohio
Lot Split "B"
0.1923 Acres

Being a parcel of land located in part of Lots 10, 12 & 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, along the southerly right-of-way line of Market Street and a westerly extension thereof, a distance of 88.17 feet to a 5/8" iron rod set and being the principal place of beginning, passing over a 5/8" iron rod set at a distance of 33.00 feet;

1. Thence continuing North 66° 18' 34" East, along the southerly right-of-way line of Market Street, a distance of 55.17 feet to a 5/8" iron rod set;
2. Thence South 23° 38' 34" East, a distance of 151.77 feet to a 5/8" iron rod set;
3. Thence South 66° 11' 50" West, a distance of 55.17 feet to a 5/8" iron rod set;
4. Thence North 23° 38' 34" West, a distance of 151.88 feet to the principal place of beginning and containing 0.1923 acres (8,376.0990 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 Datum, Geoid 12A, by ODOT VRS.

Prior Deed Reference: RN 200905779

All 5/8" iron rods set are 30" long rebar with yellow plastic caps stamped "C.D. ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in December, 2022 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed October, 2022 on the premises by Contractors Design Engineering.