

## ORDINANCE NO. 23-135

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NOS. 58-02075.000, 58-01076.000, 58-01136.000, 57-01928.000, 57-01070.000, 57-04868.000, 58-00369.000, AND 58-00370.000 LOCATED AT CLAY STREET, CAMP STREET, HARRISON STREET, WARREN STREET, REESE STREET, AND MILLS STREET ARE 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 Clay Street (Lot No. 419 and one-half of Lot No. 417), Parcel No. 58-02075.000 by Resolution No. 029-15R passed on August 10, 2015; the property located at 1913 Camp Street, Parcel No. 58-01076.000 by Resolution No. 071-16R passed on December 27, 2016; the property located at 1810 Harrison Street, Parcel No. 58-01136.000 by Resolution No. 010-13R passed on March 10, 2013; the property located at 729 Warren Street, Parcel No. 57-01928.000 by Resolution No. 056-17R passed on December 11, 2017; the property located at 733 Warren Street, Parcel No. 57-01070.000 by Resolution No. 031-12R passed on November 13, 2012; the Property on Reese Street, Parcel No. 57-04868.000 by Resolution No. 031-12R passed on November 13, 2012; the property located at 2012 Mills Street, Parcel No. 58-00369.000 by Resolution No. 004-16R passed on January 25, 2016; and the property located at Mills Street, Parcel No. 58-00370.000 by Resolution No. 035-08R passed on December 8, 2008 under said Land Reutilization Program, which properties are more specifically described in Exhibits "A" through "H" (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**, Firelands Habitat for Humanity has requested to acquire these eight (8) parcels for the purpose of constructing five (5) new single-family residential housing units for eligible families; and

**WHEREAS**, the Land Bank Committee met on May 15, 2023, and approved the acquisition and sale of these properties to Firelands Habitat for Humanity at the total purchase price of \$8,100.00, plus closing costs and is not less than fair market value in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City's Land Reutilization Policies and Procedures; and

**WHEREAS**, the City will recoup the costs associated with the acquisition, the transfer of the parcels, and the Purchase Agreement; 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 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 Nos. 58-02075.000, 58-01076.000, 58-01136.000, 57-01928.000, 57-01070.000, 57-04868.000, 58-00369.000, and 58-00370.000 located at Clay Street, Camp Street, Harrison Street, Warren Street, Reese Street, and Mills 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.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST:

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CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: June 26, 2023

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Ave, Sandusky, Ohio hereinafter referred to as the "Seller" and Firelands Habitat for Humanity, 7602 Milan Road, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser".

WITNESSETH:

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

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, eight (8) unimproved parcels of real property located on Clay, Camp, Harrison, Warren, Reese and Mills Streets, Sandusky, Ohio, and identified as Erie County Parcels #58-02075.000, #58-01076.000, #58-01136.000, #57-01928.000, #57-01070.000, #57-04868.000, #58-00369.000, and #58-00370.000, and more fully described in the legal descriptions marked Exhibit "A", "B", "C", "D", "E", "F", "G" and "H" and attached hereto (individually "Property" collectively "Properties").

1. The total purchase price for the eight (8) parcels of real property identified above shall be eight thousand one hundred dollars (\$8,100.00) plus closing costs, which is not less than the fair market value set by the City of Sandusky Land Bank Committee.
2. Seller shall furnish to Purchaser Quit Claim deeds conveying to Purchaser all of the Seller's interest in the Properties. The Properties shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
3. The following parcels shall be combined prior to construction in order to make buildable lots:
  - (a) 57-01928.000, 57-01070.000 and 57-04868.000 on Warren and Reese Streets shall be combined into one lot; and
  - (b) 58-00369.000 and 58-00370.000 on Mills Streets shall be combined into one lot.
4. Purchaser shall construct five (5) single-family residential dwellings within five (5) years on the Properties in accordance with the plans attached hereto and incorporated herein as Exhibit "I", which are intended to be owner occupied residential dwellings.
5. Completion of construction for each Property shall occur within five (5) years from the date Purchaser acquires title to said Property. If the Purchaser fails to complete construction within five (5) years from the date Purchaser acquires title, the 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. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchaser prior to the original five (5) year deadline.

6. The closing date of this transaction shall be no later than August 31, 2023 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Fidelity National Title, 402 Columbus Avenue, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller 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.
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 escrow agent shall file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.
9. The expenses of closing shall be paid in the following manner:
  - a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
  - b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Seller.
  - c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
  - d) The cost of transfer and recording of the deed shall be paid by Purchaser.
  - e) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
  - f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.
10. Purchaser shall be entitled to possession of the Properties upon the closing of this transaction and agrees to maintain the Properties at their expense free of nuisance or other code violations.
11. The Purchaser has examined the Properties, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Properties "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 these Properties.
12. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before August 31, 2023, earnest money deposited, if any, 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).

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

**SIGNATURE PAGES TO FOLLOW**



PURCHASER:

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Ryan Hodges, Executive Director  
Firelands Habitat for Humanity

STATE OF OHIO     )  
                                  ) ss:  
ERIE COUNTY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said County and State, personally appeared Ryan Hodges and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

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NOTARY PUBLIC

Approved as to Form:

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Brendan Heil (#0091991)  
Law Director  
City of Sandusky



**EXHIBIT "A"**

*Situated in the City of Sandusky, County of Erie and State of Ohio:*

*Being the whole of Lot No. 419 Clay Street and the South one-half (1/2) of Lot No 417 Clay Street  
all in the Third Ward of said City.*

*Property Address:*       CLAY

*Permanent Parcel No.*   58-02075.000

DRAFT

**EXHIBIT "B"**

*Situated in the City of Sandusky, County of Erie and State of Ohio and in the Third Ward and being Lots Numbers 280 and 281 Camp Street on the plat of the Sandusky Automobile Manufacturing Company Addition to the City of Sandusky being a Subdivision of part of Outlets Numbers 11, 12, 17, 18, 34, 41, 43 and the whole of 35 and 42 all in Beecher's Survey West of Camp Street as the same is recorded in Plat Book 5, Page 16 of the Plat Records of said County.*

*Property Address: 1913 Camp Street, Sandusky, Ohio 44870*

*Tax ID No.: 58-01076.000*

*Tax Mailing Address: 240 Columbus Ave, Sandusky, Ohio 44870*

DRAFT

**EXHIBIT "C"**

*Situated in the City of Sandusky, County of Erie and State of Ohio: Lot Numbers Four Hundred Forty-Six (446) and Four Hundred Forty-Eight (448).*

*Property Address: 1810 Harrison Street, Sandusky, Ohio 44870*

*Tax ID No.: 58-01136.000*

*Tax Mailing Address: 222 Meigs Street, Sandusky, Ohio 44870*

DRAFT

**EXHIBIT "D"**

*Situated in the City of Sandusky, County of Erie and State of Ohio:*

*Being the South one-half of Lot Fifty-three (53) and the North one-fourth of Lot Fifty-five (55)  
Warren Street East of the B & O Railroad.*

*PP#: 57-01928.000*

*Tax Mailing Address: 222 Meigs Street, Sandusky, Ohio 44870*

DRAFT

**EXHIBIT "E"**

*Situated in the City of Sandusky, County of Erie and State of Ohio: Being the southerly three-fourths (3/4) of the easterly ninety-eight and thirty hundredths (98.30) feet of lot number fifty-five (55) on Warren Street, in Southwark Addition, in the City of Sandusky. Said premises fronting approximately forty-nine and five tenths (49.50) feet on the westerly line of Warren Street, and extending westerly therefrom, of like width, and along the northerly line on Reese Street, a distance of 98.30 feet.*

*Property Address: Warren Street, Sandusky, Ohio 44870*

*Tax ID No.: 57-01070.000*

*Tax Mailing Address: 222 Meigs Street, Sandusky, Ohio 44870*

**EXHIBIT "F"**

*Situated in the City of Sandusky, County of Erie and State of Ohio: The southerly three-fourths (3/4) of that part of Lot No. Fifty-Five (55) on Warren Street in the Southwark Addition in the City of Sandusky, Erie County, Ohio lying east of the easterly line of the right of way of the Baltimore and Ohio Railroad Company, excepting therefrom the easterly ninety-eight and thirty one-hundredths (98.30) feet thereof.*

*Property Address: Reese Street, Sandusky, Ohio 44870  
Tax ID No.: 57-04868.000  
Tax Mailing Address: 222 Meigs Street, Sandusky, Ohio 44870*

DRAFT

**EXHIBIT "G"**

*Situated in the City of Sandusky, County of Erie and State of Ohio:*

*Being Lot Number Two Hundred (200) on Mills Street in the City Realty Company's Fair Grounds Addition. Said lot being situated on the east side of Mills Street in the City of Sandusky, Erie County, Ohio as per plat recorded in Volume 8 of plats, page 13 Erie County, Ohio Records.*

*Property Address: 2012 Mills Street, Sandusky, Ohio 44870*

*Tax ID No.: 58-00369.000*

*Tax Mailing Address: 240 Columbus Ave, Sandusky, Ohio 44870*

DRAFT

**EXHIBIT "H"**

*Being in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number Two Hundred Two (202) of Mills Street in the City Realty Company's Fair Grounds Addition, said Lots being situated on the east side of Mills Street in the City of Sandusky, Erie County, Ohio, as per plat recorded in Volume 8 of Plats, page 13, Erie County, Ohio Records.*

*Property Address: Mills Street, Sandusky, Ohio 44870*

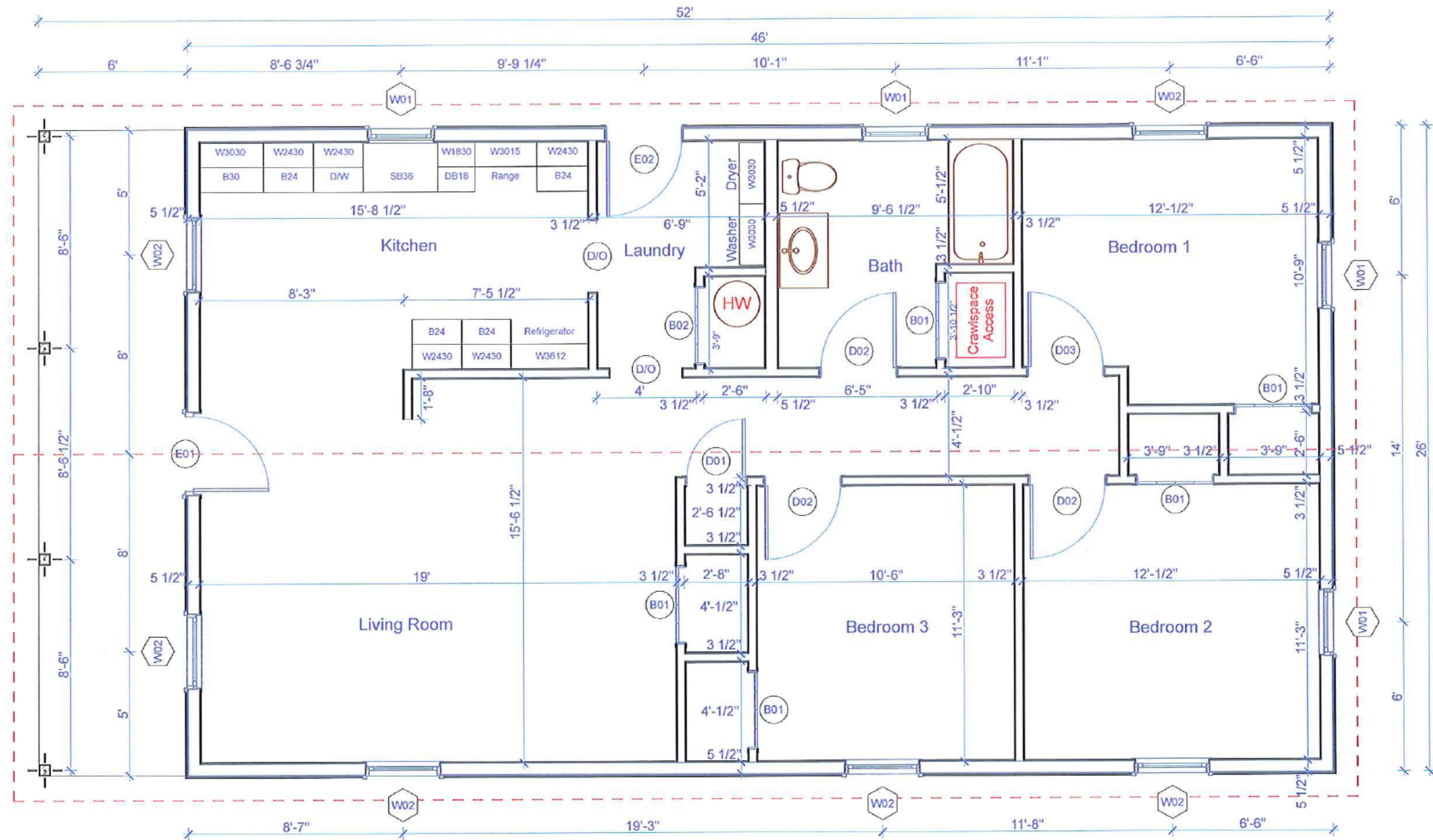
*Tax ID No.: 58-00370.000*

*Tax Mailing Address: 222 Meigs Street, Sandusky, Ohio 44870*

DRAFT



# Exhibit "I"



Floor Plan

## Firelands Habitat for Humanity

7602 Milan Road Sandusky, Ohio 44870  
419.621.7818 x204 Construction Coordinator

