

ORDINANCE NO. 23-161

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-02378.000, AND LOCATED AT 1716 SADLER STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE 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 at 1716 Sadler Street, Parcel No. 57-02378.000, by Resolution No. 031-12R, passed on November 13, 2012, and the City received a Sheriff's Deed for the property on September 20, 2013, through tax foreclosure proceedings, which property is more specifically described in Exhibit "A", and is currently no longer needed for any municipal purpose; and

WHEREAS, Sinclair DeMarco is the sole owner of K & M Property Holding LLC, and North Coast Street Customs, LLC, located at 1728 Sadler Street and has requested to acquire the adjoining vacant property at 1716 Sadler Street for additional parking and possible future expansion; and

WHEREAS, K & M Property Holding LLC, d.b.a. North Coast Street Customs, LLC, desires to purchase Parcel No. 57-02378.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the Land Bank Committee met on July 17, 2023, and approved the acquisition and sale of the property to K & M Property Holding LLC, d.b.a. North Coast Street Customs, LLC, for the purchase price of \$200.00 which is not less than fair market value as determined by the City of Sandusky's Land Bank Committee, in accordance with Chapter 5722 of the Ohio Revised Code, plus all expenses for the transfer, combination, deed preparation and recording fees for a total estimated cost of \$1,353.50; and

WHEREAS, the City will recoup the costs associated with the acquisition and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction; 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 thirty (30) days as is 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,

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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. 57-02378.000, located at 1716 Sadler 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

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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: August 14, 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 Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and K & M Property Holding, LLC dba North Coast Street Customs, LLC 1728 Sadler 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 1716 Sadler Street, Erie County Parcel Number 57-02378.000, 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 1728 Sadler Street, Erie County Parcel Number 57-04882.000, Sandusky, Ohio.

2. The purchase price of this property is \$200.00, which is not less than the fair market value as determined by the City of Sandusky's Land Bank Committee in accordance with the provisions of Chapter 5722 of the Ohio Revised Code, plus all expenses included but not limited to the property transfer, combination survey, deed preparation and recording fees for an estimated total cost of one thousand three hundred fifty three dollars and fifty cents (\$1,353.50). Purchaser shall pay the balance in full by credit card (processing fee applies), certified check or cashier's check made payable to Seller or cash upon the signing of this agreement.

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, unless otherwise advised by City of Sandusky Staff.

b) A lot combination for the above described premises shall be studied and pursued if recommended with and subordinate to the adjoining building lot located at 1728 Sadler Street, Erie County Parcel Number 57-04882.000 to form one parcel of real property. Under no circumstances shall the above described property be conveyed separate and apart from Erie County Parcel Number 57-04882.000.

c) The City requests that demolition of the garage on the property be completed within 6 months of the transfer – which may be extended at the discretion of the City Manager.

d) Construction of additional separate dwelling units shall be prohibited. 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 30 days of City Commission approval 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 no later than 30 days of City Commission approval, Seller may sell the Property to another interested party, 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 specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and 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):

Sinclair DeMarco, Sole Owner
K & M Property Holding, LLC.

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Sinclair DeMarco, 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.

NOTARY PUBLIC

EXHIBIT "A"

SELLER:

CITY OF SANDUSKY

John Orzech,
Interim City Manager

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 John Orzech, Interim City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and 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:

Law Director
City of Sandusky

EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number Eight (8) on Sadler Street in Whitworth's Addition as per plat recorded in Volume 3 of Plats, Page 21, Erie County, Ohio Records.

Property Address: 1716 Sadler Street, Sandusky, Ohio 44870

Tax ID No.: 57-02378.000

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

EXHIBIT "A"