

ORDINANCE NO. 23-162

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NOS. 57-01166.000 (LOT 474) AND 57-04871.000 (LOT 475), LOCATED ON THIRD STREET 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 authorized the acquisition of the property located at Lots 474 and 475 on Second Street, Parcel Nos. 57-01166.000 and 57-04871.000, by Resolution No. 010-13R passed on March 11, 2013, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (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, Ericka Minter and Jessica Coontz have requested to acquire these vacant nonproductive lots to construct a single-family home with three (3) bedrooms and one and one-half (1 ½) bathrooms for the purpose of owner occupancy; and

WHEREAS, the Land Bank Committee met on July 17, 2023, and approved the acquisition and sale of this property to Ericka Minter and Jessica Coontz at the purchase price of \$3,000.00, 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 and expenses associated with the acquisition and disposition of the parcels from the sale proceeds; 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,

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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. 57-01166.000 (Lot 474) and 57-04871.000 (Lot 475), located on Third 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

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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 Ave, Sandusky, Ohio hereinafter referred to as the "Seller" and Ericka Minter and Jessica Coontz, 1024 Warren Street, Sandusky, Ohio 44870 hereinafter referred to as the "Purchasers".

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 Purchasers and the Purchasers agrees to purchase from the Seller, two unimproved parcels of real property located at Lots 474 and 475 Third Street, Sandusky, Ohio, and identified as Erie County Parcel Nos. 57-01166.000 and 57-04871.000, and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located on Third Street, Sandusky, Ohio, shall be three thousand dollars (\$3,000.00) plus closing costs, which is not less than the fair market value as determined by the City of Sandusky in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City of Sandusky's Land Reutilization Program Policy and Procedures.
3. Seller shall furnish to Purchasers quit claim deed conveying to Purchasers 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. Purchasers shall pay all of the taxes and assessments due and payable after the date of closing.
4. Purchasers shall construct one (1) single-family residential dwelling on the combined parcels in accordance with the plans attached hereto and incorporated herein as Exhibit "B", which will be occupied by the owner. Completion of construction shall occur within twelve (12) months from the date Purchasers acquire title. If the Purchasers fails to complete construction within twelve (12) months from the date Purchasers acquire 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 Purchasers prior to the original twelve (12) month deadline.
5. The closing date of this transaction shall be no later than September 30, 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 E. Washington Street, 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.

6. The Seller and the Purchasers 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.
7. 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.
8. 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 Purchasers.
 - b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchasers 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 Purchasers.
 - e) Any tax imposed on the conveyance of title to the property to Purchasers shall be paid by Purchasers.
 - f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchasers.
9. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchasers have 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 this property.
11. In the event that the Purchasers breach this Agreement by not closing this transaction on or before September 30, 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).
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 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.
14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representative, and assigns.

SIGNATURE PAGES TO FOLLOW

PURCHASERS:

Ericka Minter

Jessica Coontz

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 Ericka Minter and Jessica Coontz 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"

EXHIBIT A

Parcel #1

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot #475 on Third Street in The Sandusky Business Men's Association Lockwood Subdivision in the City of Sandusky, as per plat recorded in Volume 6 of Plats, Pages 37 and 38, Erie County, Ohio Records.

Property Address: Third Street, Sandusky, Ohio 44870
Tax ID No.: 57-04871.000

Tax Mailing Address: 240 Columbus Avenue, Sandusky, Ohio 44870

Parcel #2

Situated in the City of Sandusky, County of Erie and State of Ohio: And known as being Lot Four Hundred and Seventy Four (474) Third Street in the Sandusky Business Mens Association Subdivision of Out Lots 27, 28, 29 and 30 East of Sycamore Line on Third Street, City of Sandusky, County of Erie, State of Ohio.

Property Address: Third Street, Sandusky, Ohio 44870
Tax ID No.: 57-01166.000

Tax Mailing Address: 240 Columbus Avenue, Sandusky, Ohio 44870

