

ORDINANCE NO. 24-036

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITH SANDUSKY STAR LANES INC. FOR A PORTION OF PARCEL NO. 57-00241.000, LOCATED AT 2105 CLEVELAND ROAD, SANDUSKY, FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020, and Resolution No. 001-22R, passed on January 10, 2022; and

WHEREAS, the City Commission approved Professional Design Services agreements with Structurepoint, Inc. of Cleveland, Ohio, for the Cleveland Road Safety Improvement Project by Ordinance No. 21-068, passed on May 10, 2021, and by Ordinance No. 22-067, passed on March 28, 2022, which included right-of-way and acquisition for the project; and

WHEREAS, Sandusky Star Lanes Inc. is the owner of property located at 2105 Cleveland Road, Parcel No. 57-00241.000, and has agreed to sell a portion of the property to the City for the Cleveland Road Safety Improvement Project; and

WHEREAS, the purchase price of the property is \$1,360.00 and will initially be paid by the City and then reimbursed by the Ohio Department of Transportation with Highway Safety Improvement Program (HSIP) grant funds; 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 execute the purchase and sale contract to acquire the property and proceed with plans for the project; 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 Public Works, 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:

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Section 1. The City Manager is hereby authorized and directed to enter into a Contract for Sale and Purchase of Real Property with Sandusky Star Lanes Inc. for a portion of Parcel No. 57-00241.000, located at 2105 Cleveland Road, for the Cleveland Road Safety Improvement Project (PID 114056), substantially in the same form as Exhibit "1", a copy of 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 City's public purpose as set forth in the preamble hereto, at an amount **not to exceed** One Thousand Three Hundred Sixty and 00/100 Dollars (\$1,360.00).

Section 2. 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 a portion of Parcel No. 57-00241.000, located at 2105 Cleveland Road, Sandusky.

Section 3. 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 4. 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 5. That for 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 upon its passage, and its 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: February 26, 2024

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

PARCEL(S): 100-WD
ERI-6-9.07
PID: 114056

This Agreement is by and between the City of Sandusky, Ohio ["Purchaser"] and Sandusky Star Lanes, Inc. ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$1,360.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) None.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the

property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event

shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Sandusky, Ohio and Sandusky Star Lanes, Inc. have executed this Agreement on the date(s) indicated immediately below their respective signatures.

SANDUSKY STAR LANES, INC.

By: JOHN LIZZI
PRESIDENT
Date: 6-28-23

City of Sandusky, Ohio

John Orzech
Interim City Manager

Date: _____

EXHIBIT A

LPA RX 851 WD

gsc
Ver. Date 11/21/2022

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Rev. 06/09

PID 114056

**PARCEL 100-WD
ERI-06-09.07**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
"CITY OF SANDUSKY, OHIO", ERIE COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Erie, City of Sandusky, being located in Lot 1 of John E. Camps' Subdivision of Lot No. 7 West of Railroad and 19 Acres east part of Lot No. 8 of Darling's Survey of Outlots East of Sycamore Line, as recorded in Plat Book 1, Page 16, and being part of that **0.182 acre tract** described in a deed to **Sandusky Star Lanes, Inc.**, of record in **Official Record 348, Page 87**, all records referenced herein are on file at the Office of the Recorder for Erie County, Ohio, being a parcel on the left side of the centerline of right-of-way for U.S. Route 6 (AKA Cleveland Avenue; R/W width varies), being on the left side of the centerline of right-of-way for Remington Avenue (33' R/W width), both as delineated on the centerline plat for ERI-06-09.07, said parcel being more particularly bounded and described as follows:

Commencing for reference at an iron pin set in a monument box assembly at the intersection of the centerline of right-of-way for U.S. Route 6 and the centerline of right-of-way for Remington Avenue, said iron pin being at U.S. Route 6 centerline of right-of-way station 183+03.89, and being at Remington Avenue centerline of right-of-way station 514+05.24;

Thence along a curve to the right, along the centerline of right-of-way for said U.S. Route 6, said curve having a radius of **11,459.20 feet**, a central angle of **00 degrees 02 minutes 56 seconds**, and an arc length of **9.76 feet** to a point, said point being at U.S. Route 6 centerline of right-of-way station 182+94.13, said curve being subtended by a long chord having a bearing of **North 58 degrees 55 minutes 34 seconds West** and a length of **9.76 feet**;

Thence **North 31 degrees 05 minutes 53 seconds East**, a distance of **40.00 feet** to an iron pin set on the existing north right-of-way line for U.S. Route 6 and the existing west right-of-way line for Remington Avenue, said iron pin being at the southeast corner of said 0.182 acre tract, and being on the north line of that 0.071 acre right-of-way easement described as Parcel 30 in a deed to

Michael J. Farrell

Engineer/Surveyor: Erie County Engineer's

Date: 9-11-2023

LPA RX 851 WD

EXHIBIT A

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County of Erie, of record in Deed Book 152, Page 377, said iron pin being the **TRUE POINT OF BEGINNING** for this description, and said iron pin being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 182+94.13 and being 16.50 feet left of Remington Avenue centerline of right-of-way station 514+42.96;

Thence along the arc of a non-tangent curve to the right, along the existing north right-of-way line for said U.S. Route 6, along the north line of said 0.071 acre right-of-way easement and along the south line of said 0.182 acre tract, said curve having a radius of **11,419.20 feet**, a central angle of **00 degrees 10 minutes 43 seconds**, and an arc length of **35.60 feet** to an iron pin set, said curve being subtended by a long chord having a bearing of **North 58 degrees 48 minutes 45 seconds West** and a length of **35.60 feet**, said iron pin set being 40.00 feet left of U.S. Route 6 centerline of right-of-way station 182+58.40;

Thence **South 81 degrees 18 minutes 46 seconds East**, through said 0.182 acre tract, a distance of **41.52 feet** to an iron pin set on the existing west right-of-way line for said Remington Avenue, being on the east line of said 0.182 acre tract, said iron pin being 16.50 feet left of Remington Avenue centerline of right-of-way station 514+59.08;

Thence **South 41 degrees 00 minutes 48 seconds West**, along the existing west right-of-way line for said Remington Avenue and along the east line of said 0.182 acre tract, a distance of **16.12 feet** to the **TRUE POINT OF BEGINNING** for this description.

The above described right-of-way parcel contains a total area of **0.0065 acres** (0.000 acres located within present road occupied), all of which is located within Erie County Auditor's parcel number 57-00241.000.

The bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

Iron pins referenced as set are 5/8 inch diameter by 30 inch long rebar with caps inscribed "ASI PS 8438".

The above described right-of-way parcel was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on November 21, 2022, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Brian P. Bingham

Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



8/30/2023

Date