

ORDINANCE NO. 19-004

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED ON VENICE ROAD, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 60-00043.111, 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 JOANNE M. HOELZER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, Joanne M. Hoelzer currently is the owner of two (2) properties located at 3423 Venice Road and further identified as Permanent Parcel Nos. 58-01058.000 and 60-00173.000, which are listed for sale for \$74,900.00, and Ms. Hoelzer has received an offer from an interested buyer; and

**WHEREAS**, during the title examination, it was discovered that the western driveway for the properties was encroaching onto a City owned, non-buildable parcel identified as Permanent Parcel No. 60-00043.111 and the City was contacted to determine our willingness to sell the property as it is desired by both Ms. Hoelzer and her prospective buyers; and

**WHEREAS**, the City has no further need for the property, nor is it desired or needed by the adjoining property owner; and

**WHEREAS**, Staff is recommending to enter into an agreement for sale of the property at the price of \$500.00, which is the price opinion of value obtained from a broker; the City will received \$500.00 for the property, less closing costs for deed preparation and recording fees, and these proceeds will be deposited into the Real Estate Development Fund; 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 allow the City to transfer the property as soon as possible to ensure it is transferred prior to the closing of the larger multi-parcel transaction set to occur at the end of January 2019; 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 Parcel No. 60-00043.111, located on Venice Road, Sandusky, more specifically described on the Property Record Card, a copy of which is attached to this Ordinance and marked Exhibit "A", 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.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase and Sale Agreement with Joanne M. Hoelzer for the sale of Parcel No. 60-00043.111, located on Venice Road, 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 Parcel No. 60-00043.111, located on Venice Road 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.



\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST:



\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: January 14, 2019

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Joanne M. Hoelzer, widowed, whose tax mailing address is 8645 Whitecliff Court, Sylvania Ohio 43560 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 222 Meigs Street, 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 whose Permanent Parcel Number is 60-00043.111, located on Venice Road, Sandusky, Ohio, 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.
2. The total purchase price for the premises is \$500.00 payable at closing.
3. The Seller shall furnish quit-claim deed conveying to Purchaser the property.
4. Within twenty (20) 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 twenty (20) 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.

5. The closing date of this transaction shall be no later than February 15<sup>th</sup>, 2019 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.

6. 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.

7. 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;
- 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;
- c. The cost for the title examination and insurance policy in the amount of the purchase price; and

8. Purchaser shall be entitled to possession of the premises upon the closing of this transaction 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 February 28<sup>th</sup>, 2019.

9. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before, February 15<sup>th</sup>, 2019 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).

10. 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.

11. 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.

12. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set there hands the day and year first above written.

IN THE PRESENCE OF:

PURCHASER:

\_\_\_\_\_

\_\_\_\_\_  
Joanne M. Hoelzer

\_\_\_\_\_

SELLER:  
CITY OF SANDUSKY

\_\_\_\_\_

\_\_\_\_\_  
Eric Wobser  
City Manager

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor M. Hayberger  
Law Director, City of Sandusky

Erie County, Ohio - Property Record Card  
Parcel: 60-00043.111

GENERAL PARCEL INFORMATION

Owner CITY OF SANDUSKY  
 Property Address VENICE SANDUSKY OH 44870  
 Mailing Address 222 MEIGS ST  
 Land Use 640 - EXEMPT OWNED BY CITY OR VILLAGE  
 Legal Description A-4 SUB OF L32 N SIDE OF VENICE RD .08A  
 Neighborhood 46002 -  
 School District SANDUSKY SD  
 MAP NUMBER:

VALUATION

	Appraised	Assessed
Land Value	\$0.00	\$0.00
Improvements Value	\$0.00	\$0.00
CAUV Value	\$0.00	\$0.00
Total Value	\$0.00	\$0.00

LAND



AGRICULTURAL

SALES

