

**ORDINANCE NO. 20-083**

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-00419.000, AND LOCATED AT 1404 THIRD STREET, SANDUSKY, IS 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 property located at 1404 Third Street, and identified as Parcel No. 57-00419.000, is being requested for acquisition through gift of deed in companion legislation and upon City Commission approval, will be transferred into the City's Land Reutilization Program; and

**WHEREAS**, this vacant parcel is located on the corner of Third Street and Arthur Street (a platted but unimproved street) and BSL Holdings, Ltd. owns several parcels in the surrounding area and desires to purchase this property and petition for the vacation of two (2) alleys and a portion of Fourth Street, east of Arthur Street, to gain access to their parcels to the south for potential development into commercial warehouse space; and

**WHEREAS**, the purchase price of the property is \$2,900.00, which is no less than fair market value determined by a market analysis; and

**WHEREAS**, the Land Bank Committee met on May 18, 2020, and approved the acquisition and sale of this property to BSL Holdings, Ltd.; and

**WHEREAS**, any customary fees that may be due and payable in the ordinary course of the sale and purchase transaction will be recouped by the City upon sale and the balance remaining, if any, shall be refunded and distributed to the Taxing Districts in accordance with Ohio Revised Code Section 5722.08; 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:

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Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-00419.000, located at 1404 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 those formal actions were in meetings open to the public in compliance with the law.

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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



KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: May 26, 2020

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2020, 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 BSL Holdings, Ltd, P.O. Box 1489 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 1404 Third Street, Sandusky, Ohio and identified as Erie County Parcel Number 57-00419.000, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, and hereinafter referred to as the "Property."
- 2) The total purchase price for the Property is two thousand nine hundred dollars (\$2,900.00), which is not less than the fair market value as determined by the market opinion given by RE/MAX Quality Realty. The Purchaser will also be responsible for expenses incurred by the City of Sandusky totaling three hundred dollars (\$300.00) which will be due at the close of sale.
- 3) Seller shall furnish to Purchaser a quit claim deed conveying to Purchaser all of the Seller's interest in the Property. The Property 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.
- 4) Purchaser shall request alley vacation of two alleys and a portion of Fourth Street between Third and Fifth Streets in order to gain access to the additional parcels to the south, owned by the Purchaser. These parcels are slated for future commercial warehouse development, which is not as a condition of this agreement.
- 5) The closing date of this transaction shall be no later than July 31, 2020, 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 Insurance Company of Sandusky, Ohio, 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.

- 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 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 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.
- 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 Agreement and that there have been no representations by the Seller as to the condition of this property.
- 11) In the event that the Purchaser breaches this Agreement by not closing this transaction on or before July 31, 2020, 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 representatives, and assigns.
- 15) This Agreement shall be conditioned upon the Seller acquiring said property prior to the closing date agreed upon by both parties.

**SIGNATURE PAGES TO FOLLOW**

DRAFT

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

**PURCHASER(S):**

\_\_\_\_\_  
BSL Holdings, Ltd. - Robert Waldock

\_\_\_\_\_  
Title

State of Ohio )

) ss:

County of Erie )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said County and State, personally appeared Robert Waldock, on behalf of BSL Holdings, Ltd., and acknowledged the 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

MY COMMISSION EXPIRES \_\_\_\_\_

**SELLER:**

CITY OF SANDUSKY

\_\_\_\_\_  
Eric L. Wobser  
City Manager

STATE OF OHIO )

) ss:

ERIE COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, 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

MY COMMISSION EXPIRES \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Trevor M. Hayberger, #0075112  
Law Director  
City of Sandusky



**EXHIBIT A**

**Situated in the City of Sandusky, County of Erie and State of Ohio: The west one-half (1/2) of Lot Number Seven (7) on Third Street in Frederick Klein's Subdivision in the City of Sandusky, Erie County Ohio as per plat recorded in Volume 3 of Plats, Page 27, Erie County Ohio Records.**

**Property Address: 1404 Third Street, Sandusky, Ohio 44870**

**Prior Deed Reference: Erie County Recording Number 201209412**

**Tax ID No: 57-00419.000**

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