

ORDINANCE NO. 20-106

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 208 FRANKLIN STREET AND 410 E. MARKET STREET, AND IDENTIFIED AS PARCEL NOS. 56-003480.000 AND 56-00349.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City has been approached by several individuals interested in constructing residential housing in and around the downtown area and more specifically, interested in the City owned property at 430 E. Market Street, formerly part of the Sandusky Cabinets property, which can easily accommodate several residential structures, if subdivided, and thus the City began to explore the idea of constructing a rear alleyway off Franklin Street to accommodate new residential structures on E. Market Street between Franklin Street and Warren Street; and

WHEREAS, it was decided that in order to create similarly sized, new residential lots through the re-platting process and to install a new shared private alleyway, memorialized through easements, it would be exponentially easier with common ownership of all the real estate; and

WHEREAS, the City desires to temporarily acquire the properties located at 208 Franklin Street and 410 E. Market Street and re-plat along with the City's adjoining properties located at 430 E. Market Street and 216 Franklin Street, and ultimately construct the alleyway and then market and sell the five (5) created lots; and

WHEREAS, the total cost for the purchase of the two (2) properties is \$70,000.00 plus closing costs and these costs will be paid with Real Estate Development Funds and the proceeds received from the eventual sale of the newly created lots will be returned to 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 acquire the properties quickly to immediately move forward with re-platting and sale of the new parcels; 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. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City for the purchase of vacant real property

with William O. Semans and Jeffrey J. Becker, substantially in the same form as contained in Exhibit "1", 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 terms of this Ordinance.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the purchase of the properties identified as Parcel Nos. 56-00348.000 and 56-00349.000, located at 208 Franklin Street and 410 E. Market Street in Sandusky, in the amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) plus closing costs.

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 purchase of Parcel Nos. 56-00348.000 and 56-00349.000, located at 208 Franklin Street and 410 E. Market Street 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.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST: KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: July 27, 2020

PURCHASE AGREEMENT
FOR VACANT LAND

THIS AGREEMENT is entered into by and between William O. Semans & Jeffrey J. Becker of 334 Hancock Street, Sandusky, Ohio 44870, hereinafter referred to as "Seller", and the City of Sandusky, located at 240 Columbus Avenue, Sandusky, Ohio 44870 hereinafter referred to as "Buyer".

1. In consideration of the mutual promises herein contained, Seller agrees to sell and convey and Buyer agrees to buy and pay for, in accordance with the terms and conditions of this contract, the properties known as 208 Franklin Street, Sandusky, Ohio 44870 and 410 E. Market Street, Sandusky, Ohio 44870, including all mineral rights, appurtenant easements and other rights of record, and hereinafter referred to as "Properties". Such Properties are more fully described as follows:

See exhibit "A" for the legal description.

Permanent Parcel Nos. 56-00348.000 and 56-00349.000

2. Buyer agrees to pay for the Property the sum of seventy thousand 0/100 dollars (\$70,000). This amount shall be paid as follows:

- a. The sum of \$0.00 to be deposited with the Escrow agent and applied to the purchase price as earnest money upon the signing of this contract; and
- b. The sum of \$70,000.00 is to be deposited with the escrow agent and applied toward the purchase price, at closing; and

3. Seller agrees to furnish warranty deeds, with release of dower, conveying to Buyer in joint and survivorship form, good record marketable titles in fee simple free and clear of all encumbrances except, easements, and rights of ways of record, and conditions and restrictions of record, zoning ordinances, real estate taxes and assessments, for the current year and thereafter.

4. An Owner's fee policy of Title Insurance in the amount of the purchase price shall be issued by Hartung Title Agency, Inc. If any defect in title is discovered prior to the time of the closing and if it is not waived in writing by Buyer, Seller shall have a reasonable extension of time for closing, but in no event more than sixty (60) days from the date Seller is notified of the defect, for removal of said defect.

5. All real estate taxes, assessments and rents, if any, shall be prorated in escrow, as of the date of title transfer. In prorating taxes and assessments, the amount assessed by the Erie County Auditor on the latest tax duplicate shall be used.

6. The Escrow Agent shall charge to Seller and pay out of the purchase price:

- (a) one half of the escrow fee;
- (b) the cost of the real estate conveyance fee;
- (c) any amount due Buyer by reason of proration;
- (d) the cost of the title exam;
- (e) one half the cost for the Owner's Title Insurance Policy; and
- (f) the preparation of the warranty deed.

The Escrow Agent shall charge to Buyer:

- (a) all fees for filing the warranty deed and the mortgage deed if any placed upon the property;
- (b) any other costs associated with the Buyer's financing;
- (c) one half the cost of the Owner's Title Insurance Policy;
- (d) one half the escrow fee.

7. The parties hereby designate, **Hartung Title Agency, Inc.** to be the Escrow Agent for this transaction.

8. All documents and funds necessary for the completion of this transaction shall be placed in escrow on or before _____, 2020. Closing shall take place on or before

_____, 2020. Seller agrees to deliver possession of the property upon the transfer of title.

9. The Buyer has examined the property and agrees that the property is being purchased in its present "as is" physical condition. Buyer has not relied upon any representations, warranties or statements about the condition of the property.

The Buyer shall be permitted to conduct reasonable inspections within 15 days of the acceptance of this contract. In the event the Buyer notifies the Seller of conditions defective or in need of repair within 20 days of the date of this contract the Seller shall have the option to repair such condition prior to closing or void the agreement, in which event the earnest monies deposited by Buyer shall be returned to them. The Buyer's failure to notify the Seller of any conditions defective or in need of repair within such 20 days, shall be deemed the Buyer's waiver of such right and the Buyer's acceptance of the Property "as is".

10. The risk of loss shall remain with the Seller until title transfer. Should such property be substantially damaged by fire or other casualty prior to filing the Deed the Buyer shall have the option to void this agreement in which event all earnest moneys shall be returned to the Buyer and such agreement shall become null and void, or have such insurance proceeds deposited into escrow thereupon completing the purchase.

11. The parties acknowledge and represent that no real estate agent or broker has been used in this transaction.

12. This contract shall be governed by the laws of the State of Ohio. The covenants, conditions, and agreements herein shall be binding upon each of the parties hereto, and their respective heirs, devisees, executors, administrators, successors and assigns, and shall be deemed to contain all their terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties, or agreements. The terms and conditions to be performed by the Seller shall survive the delivery and acceptance of the deed. Any portion of this contract declared invalid by law will not void the remainder of this contract.

SELLERS

BUYERS

Phone # _____

Phone # _____

Date: _____

Date: _____

HARTUNG TITLE ORDER #

E 196837L

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MICHAEL McARAN, an unmarried male, (hereinafter referred to as "Grantor"), for valuable consideration paid, hereby grants, transfers and conveys, with general warranty covenants, to WILLIAM O. SEMANS, and JEFFERY J. BECKER, (hereinafter referred to as "Grantees"), whose tax-mailing address is 334 Hancock Street, Sandusky, Ohio 44870, Grantor's undivided One Hundred Percent (100%) interest in the following real property located in the City of Sandusky, County of Erie, and the State of Ohio:

Being in the first ward of the City of Sandusky, Ohio and being the West one-third (1/3) and the center one-third (1/3) of Lots seven (7) and nine (9) on Franklin Street. *XO*

Prior Deed Reference: RN 200219868, Erie County, Ohio Official Records.

The real property described herein and the transfer thereof shall be subject to all covenants, restrictions, rights of way, licenses, encumbrances and easements of record.

EXECUTED BY, MICHAEL McARAN, this 14th day of November, 2005.

Michael Mc Aran
MICHAEL McARAN, as Grantor

RN 200515413 Page 1 of 2
ERIE COUNTY OHIO RECORDER
Barbara A. Sessler 2P
RECORDING FEE: 28.00
CTR Date 11/14/2005 Time 15:04:16

SP F *(D)* DE NR MI
SP PR *SP* SC

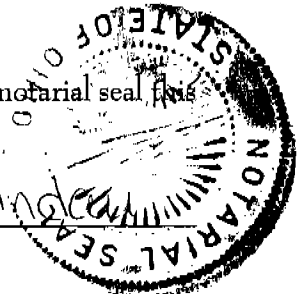
MICROFILMED/
SCANNED

State of Ohio, County of Erie, ss:

BEFORE ME, a notary public in and for said County and State, did personally appear the above named MICHAEL McARAN, as Grantor, who executed this General Warranty Deed, and who stated that such was his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 14th day of November, 2005.

Mary-Beth Windau
Notary Public



MARY-BETH WINDAU
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JUNE 6, 2008

Prepared By: John R. Ball (Reg. No. 0039855)
Buckingham, Lucal, McGookey & Zeiher Co., L.P.A.
414 Wayne Street
Sandusky, Ohio 44870

Transferred
November 14, 2005
Connie L. Ward
ERIE COUNTY AUDITOR
Fee \$2.00

This conveyance has been examined and the grantor has complied with sections 310-202 and 322-02 of the Revised Code.	
FEE: \$	<u>42.25</u>
EXEMPT:	_____
R. E. TRANSFER:	_____
\$	<u>126.75</u>
CONNIE L. WARD	Erie County Auditor
By:	<i>[Signature]</i>

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

[Signature]
Erie County Engineer 11-14-05