

ORDINANCE NO. 2019-6

AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF A PORTION OF CERTAIN REAL PROPERTY, OWNED BY THE CITY OF HURON, LOCATED ON THE WATER FILTRATION AND SERVICES COMPLEX PROPERTY, PARCEL NO. 42-64002.000, AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PORTION OF PROPERTY TO KEY REAL ESTATE LTD. AND DECLARING AN EMERGENCY

WHEREAS, the City owns certain real property located on Cleveland Road West housing the city's Water Filtration and Services Complex, and more particularly described in Exhibit "A" to the Agreement defined herein (the Property); and

WHEREAS, this Council has received a proposal from Key Real Estate Ltd. requesting to purchase a 180' X 30' portion the Property and has carefully reviewed and considered such proposal; and

WHEREAS, this Council desires to sell the specified 180' x 30' portion of real estate which will be split from Parcel No. 42-64002.000,


NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That, pursuant to the Constitution of the State and the Charter of the City, the manner and procedure for the sale of the Property are prescribed and established by this Ordinance. This Council hereby determines that the Property is not needed for public use. This Council further determines that, following its review and full consideration of the proposal to purchase the Property, it is in the best interest of the City to sell the Property to Key Real Estate Ltd, under the terms generally of the Real Estate Purchase Agreement, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the City Manager is authorized and directed to complete negotiations with Key Real Estate Ltd., for the sale of the Property and to enter into and sign the Agreement on behalf of the City in substantially the form of Exhibit "A". The Agreement is approved with changes therein not inconsistent with this Ordinance and not substantially adverse to the City that shall be approved by the City Manager; provided that the approval of those changes by the City Manager, and their character is not being substantially adverse to the City, shall be conclusively evidenced by the signing of the Agreement. The City Manager is further authorized and directed to sign any deeds, certificates, financing statements, assignments, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Agreement. The City Manager is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance, the Agreement or any related deed during the period those documents are in effect.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that the purchaser intends to clear the property in advance of the planned improvement for the expansion of a parking lot, it is necessary that this Ordinance go into effect immediately; **WHEREFORE**, this Ordinance shall go into effect and be in full force and effect immediately upon its adoption.



Brad Hartung, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 09 APR 2019

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made at Sandusky, Ohio, as of this 10th day of April, 2019, by and between the City of Huron fka Huron Village, who with its successors and assigns is herein called "Seller" and Key Real Estate Ltd., an Ohio limited liability company, who with its successors and assigns is herein called "Buyer".

WHEREAS, Seller desires to sell a certain parcel of real estate approximately 180' x 30' to be split from Permanent Parcel No. 42-64002.000, including the land and all appurtenances, hereditaments, rights, privileges and beneficial easements appertaining thereto and flora located thereon (all of which are herein called the "Real Estate"), and Buyer desires to purchase the Real Estate from Seller upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, subject to the foregoing, in consideration of the mutual covenants and promises made in this Agreement and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Seller and Buyer hereby agree as follows:

1. Purchase and Sale of Real Estate.

(a) Seller shall sell and convey the Real Estate to Buyer and Buyer shall purchase the Real Estate from Seller pursuant to the terms and conditions hereof.

(b) The purchase price for the Real Estate (herein called the "Purchase Price") is the sum of Five Thousand Dollars (\$5,000.00).

2. Earnest Money.

No earnest money deposit has been made by Buyer.

3. Closing Date.

(a) Except as otherwise expressly stated herein, all transactions contemplated by this Agreement shall be completed as shortly as possible after the date of this Agreement, but in no event later than thirty (30) days from the date of this Agreement.

4. Seller's Documents.

Seller shall convey the Real Estate to Buyer by quit-claim deed transferring the interest of Seller in the Real Estate to Buyer. The legal description for the Real Estate shall be provided by Buyer. Buyer acknowledges Seller has made no representation as to the state of the title to the Real Estate being transferred by Seller to Buyer, including but not limited to liens, encumbrances, zoning restrictions, easements, restrictions, conditions, covenants, and limitations of record.

5. Payment of Real Estate Purchase Price.

Buyer shall deliver to Seller the Purchase Price in exchange for Seller's Deed. It shall be Buyer's responsibility to record the Deed with the Erie County Recorder's office.

6. **No Title Work.**

Seller and Buyer acknowledge that no title work is being done, including but limited to a title search or title insurance policy and Buyer is transferring the Real Estate to Seller that interest which Seller has in the Real Estate, subject to the conditions set forth in Paragraphs 4 and 7 herein.

7. **Exclusion of Representations and Warranties.**

Buyer acknowledges that Buyer has thoroughly examined the Real Estate and Seller has made no representations concerning the Real Estate, its condition, or its fitness for Buyer's purposes. Buyer acknowledges that the Real Estate may have latent defects of which the Seller may or may not be aware. Buyer agrees to take the Real Estate in an "AS IS" condition. Buyer acknowledges that Buyer has not relied upon the representations or statements of Seller and has relied solely on its independent investigation of the Real Estate.

8. **Risk of Loss.**

In the event of any damage or injury to the Real Estate, the risk of loss shall be borne by Buyer. In such event, Buyer shall be entitled to receive all insurance proceeds and Seller shall reasonably assist Buyer in adjusting the damage with the insurer.

9. **Miscellaneous.**

(a) Buyer shall have possession of the Real Estate on the date title transfers to Buyer. Prior to closing Buyer may at its expense enter the premises to begin site work, specifically the clearing of trees and brush and the removal of fencing. Buyer agrees to indemnify and hold Seller harmless from all claims of any nature arising as a result of Buyer's site work. Before beginning any such work Buyer shall provide Seller a certificate insurance documenting the existence of a general commercial liability policy of insurance with coverage of not less than One Million Dollars (\$1,000,000.00) naming Seller as an additional insured thereon. In the event Buyer commences site work prior to closing and this transaction does not close, Buyer shall at its expense restore the Real Estate to its condition prior to the commencement of such work.

(b) In the event Seller breaches this Agreement, Buyer's sole remedy shall be for specific performance. In the event Buyer breaches this Agreement, Seller shall have all remedies available to it at law or equity.

(c) The Parties acknowledge that no real estate commission is involved in this transaction.

(d) This Agreement constitutes the entire agreement between the Parties hereto with respect to the Real Estate and supersedes all prior and contemporaneous agreements, representations, warranties, promises and understandings.

(f) For purposes of this Agreement, the plural includes the singular and vice-versa and the masculine, feminine, and neuter include each other.

The signatures of the Parties are set forth on the following page.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the 10
day of April, 2019.

City of Huron

Amber D. White
By: City Manager
Its:

"Seller"

Key Real Estate Ltd

[Signature]
By: sole member
Its:

"Buyer"

**LEGAL DESCRIPTION
COMBINED LANDS OF KEY REAL ESTATE LTD.**

Situate in the State of Ohio, County of Erie, City of Huron, part of Original Lots 30 and 33, Section 1 Huron Township and part of Outlots 4 and 5 in the Old Town Plat of the City of Huron, being all of a 2.518 acre parcel of Key Real Estate Ltd., RN 201409636 and part of lands of the City of Huron, D.V. 273, Pg. 252 as appropriated by the Village of Huron in Case No. 30067, Erie County Common Pleas Court, and being more particularly bounded and described as follows:


Beginning, for reference, at a Mag nail set at the intersection of centerlines of Waterworks Drive (50 feet in width) and Cleveland Road West (Homan Street); thence, N 39°46'16" E with said centerline of Waterworks Drive, a distance of 330.54 feet to a point; thence, S 50°14'37" E, a distance of 25.00 feet to a 1" iron pipe found at the northerly corner of lands of Key Real Estate, RN 301409636 and the **TRUE POINT OF BEGINNING** for this description;

1. Thence, N 39°46'16" E with the northeasterly extension of the southeasterly right-of-way line of Waterworks Drive and through lands of the City of Huron, D.V. 273, Pg. 252, a distance of 30.00 feet to a 5/8" iron rod set;
2. Thence, S 50°14'37" E through said lands, a distance of 180.00 feet to a 5/8" iron rod set at the edge of a cove;
3. Thence, S 39°46'16" W with said cove, a distance of 30.00 feet to a 5/8" iron rod set;
4. Thence, S 50°14'37" E with lands of the City of Huron, D.V. 273, Pg. 252, a distance of 228.42 feet to a 1/2" iron rod found at the centerline of West Street (now vacated);
5. Thence, S 24°32'48" W with lands of Harold E. Wright & Patricia J. Wright Co., Tr., RN 200807143, a distance of 23.26 feet, formerly recorded as 22.64 feet, to a point;
6. Thence, N 50°27'58" W with lands of Irma J. Franklin, Tr., RN 2010001535, a distance of 48.29 feet, formerly recorded as 48.00 feet, to a 1/2" iron rod found;
7. Thence with the meanderings of the edge of a cove or lagoon and with said lands of Franklin, S 45°24'09" W, a distance of 309.49 feet, formerly recorded as 300.90 feet, to the centerline of Cleveland Road West;
8. Thence, N 50°13'44" W with said centerline, a distance of 285.87 feet to a Mag nail set;

9. Thence, N 39°46'16" E with the southeasterly line of Lot 10, Block 2 and lands of Jonathan Steinmetz, RN 201510696, a distance of 150.54 feet to a ½" iron rod found;
10. Thence, N 50°13'44" W with said lands, a distance of 50.00 feet to the southeasterly right-of-way line of Waterworks Drive;
11. Thence, N 39°46'16" E with said southeasterly line, a distance of 180.00 feet to the point of beginning, containing 2.6467 acres of land, more or less, subject to all legal highways, easements and restrictions of record..

This description was prepared by John Hancock, P.S. No. 6918 from a survey conducted in March, 2019. Bearings herein are based on Ohio State Plane Coordinate System, NAD '83 (2011).

John Hancock & Associates, Inc.

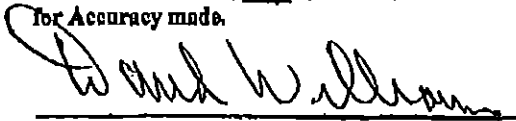

John Hancock, P.S. No. 6918

Date: 3/18/2019

269310\01spl\131210



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.



Erie County Engineer 03/18/19
Date: _____

**LEGAL DESCRIPTION
LOT SPLIT FROM CITY OF HURON**

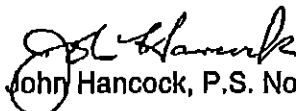
Situate in the State of Ohio, County of Erie, City of Huron, part of Original Lots 30 and 33, Section 1 Huron Township and part of Outlots 4 and 5 in the Old Town Plat of the City of Huron, also being part of lands of the City of Huron, D.V. 273, Pg. 252 as appropriated by the Village of Huron in Case No. 30067, Erie County Common Pleas Court, and being more particularly bounded and described as follows:

Beginning, for reference, at a Mag nail set at the intersection of centerlines of Waterworks Drive (50 feet in width) and Cleveland Road West (Homan Street); thence, N 39°46'16" E with said centerline of Waterworks Drive, a distance of 330.54 feet to a point; thence, S 50°14'37" E, a distance of 25.00 feet to a 1" Iron pipe found at the northerly corner of lands of Key Real Estate, RN 301409636 and the **TRUE POINT OF BEGINNING** for this description;

1. Thence, N 39°46'16" E with the northeasterly extension of the southeasterly right-of-way line of Waterworks Drive and through lands of the City of Huron, D.V. 273, Pg. 252, a distance of 30.00 feet to a 5/8" Iron rod set;
2. Thence, S 50°14'37" E through said lands, a distance of 180.00 feet to a 5/8" Iron rod set at the edge of a cove;
3. Thence, S 39°46'16" W with said cove, a distance of 30.00 feet to a 5/8" Iron rod set;
4. Thence, N 50°14'37" W with lands of Key Real Estate Ltd., RN 201409636, a distance of 180.00 feet to the point of beginning, containing 0.1240 acres of land, more or less.

This description was prepared by John Hancock, P.S. No. 6918 from a survey conducted in March, 2019. Bearings herein are based on Ohio State Plane Coordinate System, NAD '83 (2011).

John Hancock & Associates, Inc.



John Hancock, P.S. No. 6918

Date: 3/18/2019

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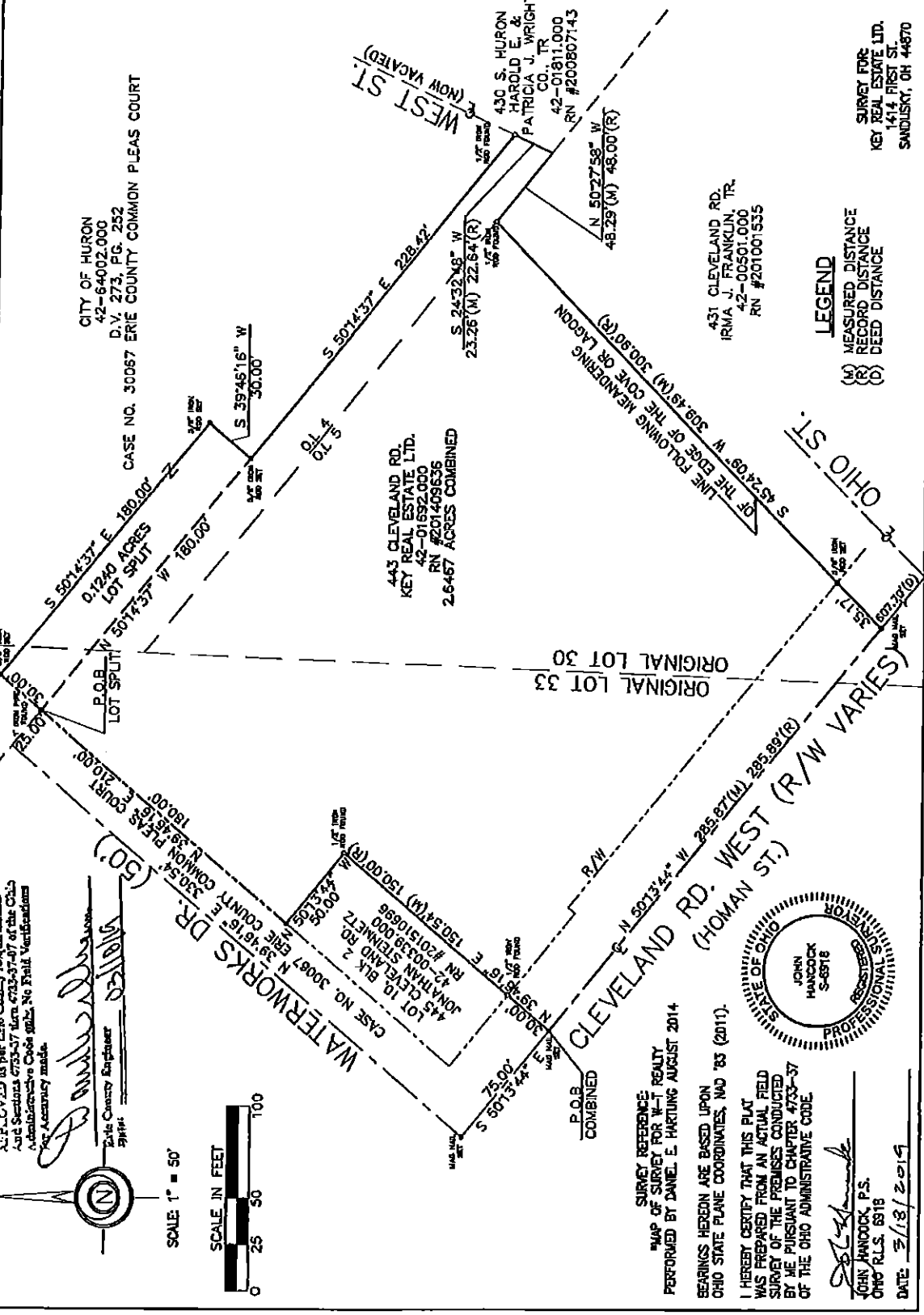
APPROVED as per Erie County Requirements
and Sections 4733-37 thru 4733-37-07 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.


Erie County Engineer
Date: 03/18/19

LOT SPLIT/COMBINATION SURVEY
 443 CLEVELAND RD. WEST
 PART OF ORIGINAL LOTS 30 & 33, SEC 1 HURON TWP.
 CITY OF HURON, ERIE COUNTY, OHIO

JOHN HANCOCK & ASSOCIATES, INC.
 SURVEYORS & ENGINEERS
 215 LINDSEY BL. SUITE 100 • HURON, OHIO 44870

JOB NO.: 200318
 DWN BY: JAC
 FILE NO.: 2003-0318
 DATE: 3/12/18
 SCALE: 1" = 50'
 SHEET NO.: 1



LEGEND
 (M) MEASURED DISTANCE
 (R) RECORD DISTANCE
 (D) DEED DISTANCE

SURVEY FOR
 KEY REAL ESTATE LTD.
 1414 FIRST ST.
 SANDUSKY, OH 44870

ALL DATA IS per Erie County Requirements
 And Sections 6753-57 Item 6733-7-07 of the Ohio
 Administrative Code 6816. No Field Verifications
 for Accuracy made.

John Hancock
 State County Engineer
 State

SURVEY REFERENCE
 "MAP OF SURVEY FOR W-T REALTY
 PERFORMED BY DANIEL E. HARTUNG AUGUST 2014

BEARINGS HEREON ARE BASED UPON
 OHIO STATE PLANE COORDINATES, NAD '83 (2011).

I HEREBY CERTIFY THAT THIS PLAT
 WAS PREPARED FROM AN ACTUAL FIELD
 SURVEY OF THE PREMISES CONDUCTED
 BY ME PURSUANT TO CHAPTER 4733-57
 OF THE OHIO ADMINISTRATIVE CODE.

John Hancock
 JOHN HANCOCK, P.S.
 OHIO R.L.S. 6918
 DATE: 3/18/2018

