

ORDINANCE NO. 19-22

AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF ASHLAND AND DECLARING AN EMERGENCY.

Whereas, the City of Ashland did pursuant to Ordinance No. 74-21 purchase certain real property known as Ashland County Permanent Parcel Numbers **P43-041-0-0082-00 & P43-041-0-0105-00** with said Ordinance providing for the Seller to retain Lot 67, which is a portion of the stated property;

Whereas, based on the timing of closing and the survey necessary for Seller to retain said Lot 67, the City of Ashland did determine to proceed to closing and acquire Lot 67 but then later transfer Lot 67 back to Seller after closing; and

Whereas, a survey further revealed that an access easement was necessary for the Seller to retain Lot 67; now therefore,

BE IT ORDAINED by the Council of the City of Ashland, State of Ohio, 5 members thereto concurring:

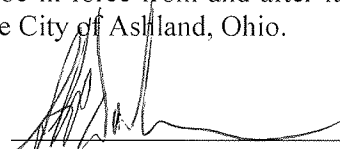
Section 1. That the Council of the City of Ashland does ratify and approve of the transfer back to Hillsdale Development, LLC of the real property known as Lot 67, North Ashland, together with the necessary access easement as set forth more fully in the deed attached hereto and incorporated by reference.

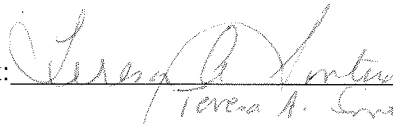
Section 2. The Mayor is authorized to execute the subject deed and the Director of Law is authorized to record the executed deed on the books of the Ashland County Recorder.

Section 3. That in order to enable the implementation of the authorization set forth in Section 1 above, this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare.

Section 4. That this Ordinance shall take effect and be in force from and after its passage by Council and approval pursuant to Section 12 of the Charter of the City of Ashland, Ohio.

Passed: 15 March, 2022


Steve Workman, President of Council

Attest: 
Teresa A. Surtino, Clerk

Approved: 
Matt Miller, Mayor

Approved as to form and correctness:


Richard P. Wolfe II, Director of Law

Date: 15 March, 2022

WARRANTY DEED

KNOW ALL BY THESE PRESENTS: that the **City of Ashland, Ohio**, a municipal corporation, for valuable consideration paid by **Hillsdale Development, LLC**, an Ohio Limited Liability Company, whose tax mailing address is P.O. Box 187, Ashland, Ohio 44805 does hereby **Grant, Bargain, Sell and Convey** with general warranty covenants to the said **Hillsdale Development, LLC**, its heirs and assigns forever, the following described **Real Estate**:

Situated in the City of Ashland, County of Ashland and State of Ohio and being more fully described in **Exhibit "A"** attached.

Prior Deed Reference: OR 977 Page 3605 Ashland County Deeds
Permanent Parcel No. **P43-041-0-0105-00** - split

and all the **Estate, Right, Title and Interest** of the said Grantor in and to said premises: **To have and to hold** the same, with all the privileges and appurtenances thereunto belonging, to said Grantee, their heirs and assigns forever. And the said **City of Ashland, Ohio**, does hereby **Covenant and Warrant** that the title so conveyed is **Clear, Free and Unencumbered**, and that it will **Defend** the same against all lawful claims of all persons whomsoever.

save and except taxes and assessments which have been prorated to the date hereof, Grantees hereby assuming payment of all taxes and assessments, if any, hereafter; and save and except all leases and easements and rights-of-way of record, and the zoning ordinances and restrictions of the City of Ashland.

Grantor further grants to Grantee an easement in the real property described in Exhibit B for ingress and egress to the real property described in Exhibit A. Said easement shall run with the land and be binding upon and inure to the benefit of the parties' respective successors and assigns.

Executed this _____ day of _____, 2022.

Matt Miller, Mayor

STATE OF OHIO)
COUNTY OF ASHLAND) ss.

On this _____ day of _____, 2022 before me, a Notary Public in and for said county, personally came **Matt Miller, Mayor, City of Ashland, Ohio** the Grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

Notary Public

*This instrument prepared by:
Andrew N. Bush, Asst. Law Director
1213 E. Main St.
Ashland, OH 44805*

EXHIBIT A

The following parcel of land Situated in the State of Ohio, the County of Ashland and the City of Ashland;

Known as Lot 67 (NA) in Andrews 3rd Add (PV-1, P-4), and being more fully described as follows:

Beginning at a 7/8" pipe found at the northwest corner of Lot 68 (NA), said pin also being on the south line of Commercial Avenue (26');

Thence along the following 4 courses:

1. **South 00°-37'-17" West**, along the west line of Lot 68 (NA), a distance of **150.69 feet** to a 5/8" rebar found on the north line of E 3rd Street (50');
2. **North 87°-50'-30" West**, along the north line of E 3rd Street, a distance of **50.00 feet** to a point at the southeast corner of Lot 66 (NA), said point being referenced by an iron pin set North 00°-37'-16" East a distance of 1.00 feet;
3. **North 00°-37'-16" East**, along the east line of Lot 66 (NA), a distance of **150.67 feet** to an iron pin set on the south line of Commercial Avenue;
4. **South 87°-51'-59" East**, along the south line of Commercial Avenue, a distance of **50.00 feet** to the true place of beginning.

The tract of land as surveyed contains **0.173 acres** (7,531.29 sq. ft.) of land subject to all legal highways and easements of record. Bearings are based GPS observations, RTK Method using the ODOT VRS Network, NAD 83 (2011), for the purpose of indicating directional variation. All iron pins set are 5/8" rebar, 30" long with cap stamped "Laughery- P.S. 8755".

The above description was prepared by Jason K. Laughery, Registered Surveyor No. 8755, from notes of a field survey performed February, 2022.

EXHIBIT B

The following parcel of land Situated in the State of Ohio, the County of Ashland and the City of Ashland (NA);

Being a portion of 7th Street (vacated, O.R. V-0977, P-4585) in North Ashland (NA), and being more fully described as follows:

Beginning for reference at a 5/8" rebar found at the northwest corner of Lot 558, 605(NA), said rebar also being on the east side of Orange Street (50'); Thence North 00°-41'-16" East, along the east line of Orange Street, a distance of 17.66 feet to a point, said point being the true place of beginning for the parcel herein to be conveyed;

Thence along the following 4 courses:

1. **North 00°-41'-16" East**, along the east line of Orange Street, a distance of **20.00 feet** to a point;
2. **South 88°-52'-29" East** a distance of **369.74 feet** to a point on the west line of 7th Street;
3. **South 00°-39'-25" West**, along the west line of 7th Street, a distance of **20.00 feet** to a point;
4. **North 88°-52'-29" West** a distance of **369.76 feet** to the true place of beginning.

The tract of land as surveyed contains **0.170 acres** of land subject to all legal highways and easements of record. Bearings are based GPS observations, RTK Method using the ODOT VRS Network, NAD 83 (2011), for the purpose of indicating directional variation. All iron pins set are 5/8" rebar, 30" long with cap stamped "Laughery- P.S. 8755".

The above description was prepared by Jason K. Laughery, Registered Surveyor No. 8755, from notes of a field survey performed January, 2022.

ORDINANCE NO. 7421

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF ASHLAND AND DECLARING AN EMERGENCY.

Whereas, the City of Ashland desires to purchase and accept the transfer of the real property being vacant land located on Union St. and East Third St. in Ashland, Ohio and having Ashland County Permanent Parcel Numbers **P43-041-0-0082-00 & P43-041-0-0105-00** save and except lot 67 which lot shall remain the property of Seller; and

Whereas, this Council desires to approve said purchase and acquisition of the subject real property; now therefore,

BE IT ORDAINED by the Council of the City of Ashland, State of Ohio, members thereto concurring:

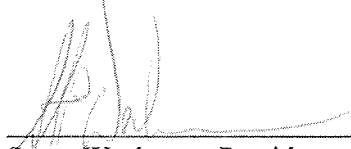
Section 1. That the Council of the City of Ashland does approve of the purchase and acquisition of the real property being vacant land located on Union St. and East Third St. in Ashland, Ohio and having Ashland County Permanent Parcel Numbers **P43-041-0-0082-00 & P43-041-0-0105-00** save and except lot 67 which lot shall remain the property of Seller pursuant to the Purchase Agreement attached hereto and incorporated by reference.

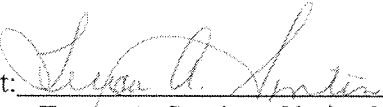
Section 2. The Mayor is authorized to execute all documentation in furtherance of closing on the subject real property.


Section 3. That in order to enable the implementation of the authorization set forth in Section 1 above, this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare.


Section 4. That this Ordinance shall take effect and be in force from and after its passage by Council and approval pursuant to Section 12 of the Charter of the City of Ashland, Ohio.

Passed: 7 December, 2021


Steve Workman, President of Council

Attest: 
Teresa A. Santino, Clerk of Council

Approved: 
Matt Miller, Mayor

Approved as to form and correctness:

Richard P. Wolfe II, Director of Law

Date: 7 December, 2021

AGREEMENT OF SALE

THIS AGREEMENT is made and entered this 7th day of ~~November~~ ^{December}, 2021, by and between City of Ashland, Ohio, hereinafter "Buyer" and Hillsdale Development, LLC, hereinafter "Seller."

The parties herein below agree as follows:

1. Property. Seller agrees to sell and convey, and Buyer agrees to purchase, on the terms and conditions contained in this Agreement, the following real property (the "Property") being vacant land located on Union St. and East Third St. in Ashland, Ohio and having Ashland County Permanent Parcel Numbers P43-041-0-0082-00 & P43-041-0-0105-00 save and except lot 67 which lot shall remain the property of Seller.

2. Purchase Price. The purchase price for the Property is one hundred and fifty thousand dollars (\$150,000.00), ("Purchase Price"), which shall be payable in cash or immediately available funds at closing.

3. Contingencies. Closing of this transaction is contingent upon:

- (A) The title contingency provided for in Section 5 below;
- (B) Approval by City Council of Ashland, Ohio.

4. Condition. The parties agree that Buyer is purchasing the Property as is in its current condition with Seller making no warranties as to the condition thereof.

5. Title. The parties shall order a title examination that shall include legible copies of all instruments evidencing those matters listed as exceptions in the commitment (Title Commitment). Subject Property shall be conveyed to Buyer by a transferrable and recordable general warranty deed, with release of dower, if any, conveying marketable title as determined by Ohio law, free and clear of all liens and encumbrances whatsoever, except (a) any lien or encumbrance accepted and assumed by Buyer under this contract; (b) such encroachments as do not materially adversely affect the use or value of the property; (c) zoning ordinances, if any; and (d) taxes and assessments, which are a lien, but not yet due and payable, (collectively "Permitted Encumbrances"). If, after a title examination, Seller's title is found to be unmarketable, Seller will have 30 days to remove such defect. If such defect cannot be removed within said 30 days, this contract becomes null and void unless otherwise agreed upon. Seller shall cause to be furnished, with the costs allocated as set forth below, to Buyer an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price insuring title to the Property to be good in Buyer, as of the filing of the deed for record, subject to the Permitted Exceptions and the so called "standard exceptions" contained in the Title Commitment. The parties designate **Ashland Title Agency** as the title agent for this transaction.

6. Pro-rations. The real property taxes and assessments with respect to the Property shall be prorated between Seller and Buyer as of the date of the closing in accordance with the custom in Ashland County, Ohio. Said tax pro-ration shall be final and not affected by later fluctuations in tax rates.

7. Closing and Closing Costs. The closing for the delivery of Seller's deed, payment of the balance of the Purchase Price, and delivery of the other instruments provided for in this Agreement, shall be held within thirty days of the execution hereof unless an extension is mutually agreed upon by the parties. The costs of closing shall be shared as follows:

Seller shall pay for (a) title search up to \$200.00; (b) real estate conveyance fee; (c) deed preparation; (d) 50% of the escrow fee; (e) any amount required to discharge of record any mortgage; (f) prorations; (g) 50% of the cost of owner's title insurance.

Buyer shall pay for (a) 50% of the escrow fee; (b) all recording fees for deed and any mortgage; (c) title search in excess of \$200; (d) title search update or additional title search(es) required by lender; (e) any inspections; (f) any costs incidental to obtaining a mortgage on the subject property; (g) title binder; (h) 50% of the cost of owner's title insurance;

8. *Possession.* Exclusive possession of the Property shall be given to Buyer at closing.

9. *Brokers.* The parties warrant and agree that no realtor or broker is owed any commission relating to this transaction.

10. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

11. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties and all other prior agreements, whether in writing or oral are superseded. This Agreement may be executed in multiple counterparts and shared electronically by the parties. The provisions contained herein shall survive closing and not merge by deed. Time is of the essence with respect to this Agreement.

12. *Preparation.* This Agreement was prepared by Attorney Andrew N. Bush as legal counsel to the Buyer. The parties independently negotiated the terms hereof and in the event of a dispute no term shall be strictly construed against either party.

SIGNED as of the date first written above.

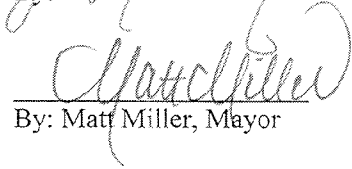
Seller:

Hillsdale Development, LLC:

Buyer:

City of Ashland, Ohio:


By: _____


By: Matt Miller, Mayor

