

ORDINANCE NO. 2822

AN ORDINANCE AUTHORIZING CERTAIN LAND BELONGING TO THE CITY OF ASHLAND, OHIO TO BE SOLD THROUGH THE COMMUNITY IMPROVEMENT CORPORATION AND DECLARING AN EMERGENCY.

Whereas, City of Ashland is the owner of certain land being 6.729 acres of vacant land on the corner of Wells Rd. and Rock Rd. in the City of Ashland having Ashland County Permanent Parcel No. **P43-184-0-0001-00**; and

Whereas, it is the determination of this Council that said property is not essential for municipal use of said City of Ashland, but is suitable for uses that will promote the welfare of the people of the City of Ashland, stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities for the benefit of the people of the City of Ashland and will provide additional opportunities for gainful employment; and

Whereas, this Council has previously enacted Ordinance 67-99, authorizing sale by the Community Improvement Corporation of such lands determined not essential for municipal use; and

Whereas, this Council desires that the Mayor negotiate for the sale of and undertake to sell that land being Ashland County PPN: **P43-184-0-0001-00**.

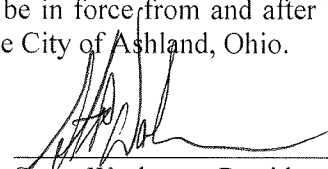
BE IT ORDAINED by the Council of the City of Ashland, State of Ohio, 4 members thereto concurring:


Section 1. That the Mayor by and through the Community Improvement Corporation as Agent be, and is hereby authorized and directed, pursuant to Ordinance 67-99, to bargain for, contract, sell and transfer the land being Ashland County PPN: **P43-184-0-0001-00** pursuant to the purchase agreement attached as Exhibit A hereto which property this Council determines to be not essential for municipal use, but more appropriate for uses as set forth above.


Section 2. 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 3. 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.

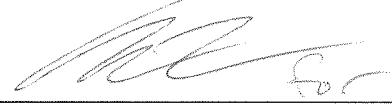
Passed: 19 April, 2022


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: 19 April, 2022

AGREEMENT OF SALE

THIS AGREEMENT is made and entered this 15th day of April, 2022, by and between Lee Concrete Construction, LLC, hereinafter "Buyer" and City of Ashland, Ohio, 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 6.729 acres of vacant land on the corner of Wells Rd. and Rock Rd. in the City of Ashland having Ashland County Permanent Parcel No. **P43-184-0-0001-00**.

The Property shall include all buildings, improvements, fixtures, and appurtenances, if any.

2. Purchase Price. The purchase price for the Property is fifty-six thousand dollars (\$56,000.00), ("Purchase Price"), which shall be payable in cash at closing.

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

- (A) The title contingency provided for in Section 5 below;
- (B) Approval of this Agreement by the Council of the City of Ashland;
- (C) Approval of this Agreement by the Community Improvement Corporation of Ashland, Ohio who shall serve as Seller's agent for the closing and sale hereunder including the determination that the sale of the Property to Buyer without competitive bidding is proper under Ohio law;

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.

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. Each party represents to the other that there is no broker or other person entitled to a commission or similar fee in connection with this transaction.

10. Damage or Destruction. If any buildings or other improvements on the Property are substantially damaged or destroyed prior to the closing, Buyer shall have the option to terminate this Agreement. If Buyer terminates this Agreement, both parties shall be released from all further obligations under this Agreement. Seller agrees to maintain the Property in the present condition until delivery of possession, subject, however, to reasonable wear and tear and the provisions of this Paragraph.

11. 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. Buyer shall specifically be permitted to assign his interest in this Agreement to a business entity that he owns and controls.

12. Re-Purchase Option. In the event that Buyer does not begin construction of a commercial structure to house Buyer's concrete and construction business upon the Property within one year of closing and complete said construction within three years of closing, Seller shall have the option to purchase marketable title to the Property at the stated purchase price of \$56,000.00 with Seller (City of Ashland) paying all closing costs. This provision shall be contained in the deed and will run with the land as binding upon successors.

13. 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.

14. Preparation. This Agreement was prepared by Attorney Andrew N. Bush as legal counsel to the Seller. 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:

City of Ashland:


By: Matt Miller, Mayor

Buyer:

Lee Concrete Construction, LLC:


By: Charles Lee, Managing Member



ORDINANCE NO. 67-99

AN ORDINANCE RELATIVE TO THE RESPONSIBILITIES OF THE COMMUNITY IMPROVEMENT CORPORATION; AND DECLARING AN EMERGENCY.

Whereas, this Council, by Ord. No. 14-66, has previously designated "The Community Improvement Corporation of Ashland, Ohio" (CIC) as an agent for the City with regard to certain matters relative to the industrial, economic, civic and commercial development of the City; and

Whereas, this Council desires to expand the area of responsibility of the CIC to include the sale or lease of lands belonging to the City, pursuant to the provisions of Revised Code Section 1724.10(B); and

Whereas, the City is the owner of lands being developed as an industrial park and various parties are presently interested in acquiring property within said industrial park, thereby furthering the industrial and economic development of the City, this Ordinance is declared to be an emergency measure, immediately necessary for the preservation of the public peace, property, health, safety and welfare; now therefore,

Be It Ordained, by the Council of the City of Ashland, Ohio, -5- members thereto concurring:

Section 1. That "The Community Improvement Corporation of Ashland, Ohio" (CIC), having previously been designated as an agent of the City of Ashland, Ohio relative to industrial, economic, civic and commercial development in the City, pursuant to Revised Code Section 1724.10, is hereby authorized to sell or lease lands, belonging to the City of Ashland, Ohio, pursuant to the provisions of Revised Code Section 1724.10(B), as is hereafter set forth:

(B) Authorization for the community improvement corporation to sell or to lease any lands or interests in lands owned by the political subdivision determined from time to time by the legislative authority thereof not to be required by such political subdivision for its purposes, for uses determined by the legislative authority as those that will promote the welfare of the people of the political subdivision, stabilize the economy, provide employment, and assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the political subdivision and will provide additional opportunities for their gainful employment. The legislative authority shall specify the consideration for such sale or lease and any other terms thereof. Any determinations made by the legislative authority under this division shall be conclusive. The community improvement corporation acting through its officers and on behalf and as agent of the political subdivision shall execute the necessary instruments, including deeds conveying the title of the political subdivision or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of such agreement shall be recorded in the office of the county recorder

of any county in which lands or interests in lands to be sold or leased are situated prior to the recording of a deed or lease executed pursuant to such agreement. The county recorder shall charge the same fee for the recording, indexing, or making of a certified copy thereof as provided in section 317.32 of the Revised Code.

Section 2. That in order to enable the sale or lease of such property, as authorized 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 3. 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: September 7, 1999 J. Hugh Mitchell
President of Council

Attest: Clair R. Whetman, Clerk
Douglas R. Callan
Mayor

Approved as to form and correctness:

Richard S. Hoff
Director of Law

Date: September 8, 1999