ORDINANCE NO. 32-16

AN ORDINANCE AUTHORIZING THE CANCELLATION OF A LIEN UPON CERTAIN PROPERTY IN THE CITY OF ASHLAND, OHIO.

Whereas, emergency repairs were needed in order to protect the health, safety and well-being of users of the sidewalk and roadway, on East Main Street, necessitated by the deterioration of the structure at 16 East Main Street and debris falling therefrom, resulting in conditions dangerous to the public; and

Whereas, the City of Ashland caused the necessary emergency repairs to be made and billed the property owner; and

Whereas, said property owner has failed to pay for said repairs and, as a result thereof, a lien was placed upon the property located at 16 East Main Street; and

Whereas, said lien, having remained unpaid, has accrued penalty and interest charges; and

Whereas, the amount of the lien is the principal repair cost amount of $9,623.56, plus penalties and interest in the approximate amount of $2,703.95 and appears to be uncollectable; and

Whereas, prospective new owners wish to acquire the property known as 16 East Main Street and, further, wish to pursue a rehabilitation grant, so as to remedy the deteriorating conditions of the property; and

Whereas, the structure presently is a nuisance and a danger to the City of Ashland and its occupants and is an aesthetic detriment to the downtown area and a hindrance to the promotion and redevelopment of the downtown area; and

Whereas, in order to promote, encourage and facilitate the rehabilitation of the above-referenced property, this Council desires to cancel the lien, thereon, along with all accrued penalties and interest, now therefore,

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

Section 1. That the Director of Finance is hereby authorized and directed to notify the County Auditor of the desire of the City of Ashland, for all of the reasons aforesaid, to cancel the lien upon 16 East Main Street, including penalties and interest, if

permitted by law, but such notice is only authorized to be given to the County Auditor by the Director of Finance upon a showing that the aforesaid property has been transferred and that a deed showing a change of ownership, pursuant to the purchase agreement attached hereto, has been filed for record with the Ashland County Recorder.

Section 2. That this Council specifically determines that the action authorized in Section 1 serves a public purpose, being necessary to insure the health, safety and well-being of the citizens of Ashland, Ohio.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: April 5th, 2016

Ruth G. DeThrow
Ruth Detrow, President of Council

Attest: Jodym Toms
Jody M. Toms, Clerk of Council

Approved: Richard P. Wolfe II, Atty Mayor
Glen P. Stewart, Mayor

Approved as to form and correctness:

Richard P. Wolfe II, Director of Law

Date: April 5th, 2016

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of March 2016, by and between **J & J Beauty Supply, Inc.** , hereinafter designated as "Seller", and **Baulsco, LLC**, hereinafter designated as "Purchaser";

WITNESSETH: *That*

Seller, for and in consideration of the sum of **Ten Dollars ($10.00)** and other valuable considerations, to be paid by Purchaser as hereinafter provided, does hereby agree to transfer, sell and convey to Purchaser, the following described premises:

Situated in the **City** of **Ashland, County** of **Ashland**, and **State** of **Ohio**:

Being Lot Number **One Hundred Sixty-Nine (169)**, North Ashland, Ashland Ohio.

Auditor's PP **#P43-042-0-0003-00.**

1. The purchase price as set forth above shall be paid to Seller and the deed given to Purchaser at such time as Purchaser requests the Quit Claim deed herein provided.

2. The purchase price shall include any personal property located at 16 East Main Street, Ashland, Ohio.

3. Title to the property to be conveyed by Seller shall be by Quit Claim Deed subject to all liens, encumbrances, defects, burdens, easements, rights-of way, leases and zoning restrictions, all of record, if any, and zoning laws, and taxes and assessments which Purchaser herein agrees to assume and pay.

4. Seller makes no warranties, express or implied, as to the property.

5. Seller acknowledge it has no knowledge of any lease or other contractual obligation which would constitute a contractual obligation or encumbrance on the property and purchaser herein.

6. Title shall be conveyed to Purchasers in the name of Baulsco, LLC, an Ohio Limited Liability Corporation.

7. Possession of subject premises shall be delivered to Purchaser upon transfer of deed.

8. Seller sells and Purchaser purchases said premises in an "as is" condition.

9. This contract is made for the benefit of each party hereto, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

Signed in the presence of:

SELLER:

J & J BEAUTY SUPPLY, NC.

By: _____
Jacqueline Mullett, President

Signed in the presence of:

PURCHASER:

BAULSCO, LLC

By: _____
Paul E. Smith, Owner

By: _____
William D. Sample, Owner

This instrument was prepared by:

Attorney O. Joseph Murray
10 East Main Street
Ashland, Ohio 448905