



ORDINANCE 2026-006

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A REAL ESTATE AND DEVELOPMENT AGREEMENT WITH SIX SEAS, LTD, C&M PROPERTIES, INC., AND METZCOM DEVELOPMENT, LLC, TO ACQUIRE REAL PROPERTY AND TO INSTALL SIDEWALKS, AND DECLARING AN EMERGENCY.

WHEREAS, a Real Estate And Development Agreement (Agreement) is proposed to be entered into between Six Seas, Ltd. (Donor), and the Village of Jackson Center, (Donee or Village), for the Village to acquire certain real property (Property), as defined in the Agreement, and below, for a public purpose; and

WHEREAS, Donor is the owner in fee simple of real property located in Shelby County, Ohio, at West Pike Street, PIN 20-06-15-126-016, being Outlot 9, and PIN 20-06-15-126-017, being Outlot 10, Jackson Center, Ohio 45334, together with all structures, improvements, fixtures, easements, rights, and other appurtenances pertaining to it (the Property); and

WHEREAS, pursuant to the Agreement, Donor will transfer the Property to the Village; and

WHEREAS, the Village will install sidewalks on certain lots owned by and developed by C&M Properties, Inc. (Lot Owner) and/or Metzcom Development, LLC (Developer), subject to the terms and conditions in the Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF JACKSON CENTER, THE STATE OF OHIO:

SECTION 1.

It is hereby determined the Property, the legal description of which is stated on the attached **Exhibit A**, is owned by Donor and is needed by the Village to serve the public purposes stated in Section 2, and shall be acquired by the Village from Donor. The Village Administrator is hereby authorized to execute the Agreement on behalf of the Village to acquire the Property from Donor, and install sidewalks for Lot Owner and/or Developer, subject to the terms and conditions in the Agreement. A copy of the Agreement is attached hereto as **Exhibit "B"**.

SECTION 2.

It is further determined the public purposes served by acquiring the Property are: promotion of the general welfare of the residents, including children, of the Village, and assistance in the development of commercial activities to the benefit of the citizens of the Village, enable residential and commercial construction, and provide additional opportunities for residents' gainful employment, childcare, and housing.

SECTION 3.

The Village Administrator is hereby authorized to execute any closing documents necessary on behalf of the Village to complete the terms of the Agreement.

SECTION 4.

Council hereby declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare; such emergency arising out of the necessity to acquire the Property to promote timely commercial and residential growth and development; and wherefore this Ordinance shall take effect and be in full force from and after its adoption by Council and approval by the Mayor.

Adopted on this date:

April 13, 2026


Jesse Fark, Mayor



ORDINANCE 2026-006

Attest:


Beverly A. Wren, Fiscal Officer

CERTIFICATE OF FISCAL OFFICER AS TO POSTING

I certify that the above Ordinance 2026-006 has been posted as required by law. Posted on the village website, and social media page.

Date of Posting: _____, 2026

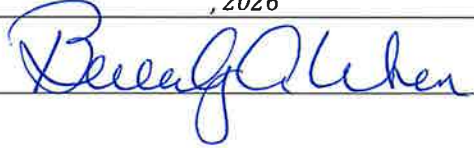
Signed: 

EXHIBIT A

Situated in the County of Shelby, in the State of Ohio, and in the Village of Jackson Center:

Being Outlots Number Nine (9) and Ten (10) in said Village of Jackson Center as more fully described in Plat Book 2 at Page 139 of the Subdivision of Outlot Number Eight (8) of June, 1890.

Prior Instrument Reference: Official Records Volume 2319, Page 1307 and Deed Records Volume 359, Page 257 of the Shelby County Recorder's Office.

Exhibit B

REAL ESTATE AND DEVELOPMENT AGREEMENT

This Real Estate And Development Agreement (“Agreement”) is made and entered into as of the last date of signature set forth below (the “Effective Date”), by and between **SIX SEAS, LTD** an Ohio limited liability company (“Donor”), the **VILLAGE OF JACKSON CENTER, OHIO**, an Ohio municipal corporation (“Donee” or “Village”), **C&M PROPERTIES, INC.**, and Ohio corporation (“Lot Owner”), and **METZCOM DEVELOPMENT, LLC**, an Ohio limited liability company (“Developer”). Donor, Donee or Village, Lot Owner and Developer may individually be referred to as a Party or collectively as the Parties.

RECITALS:

- A. Donor is the owner in fee simple of certain real property located in Shelby County, Ohio, located at West Pike Street, PIN 20-06-15-126-016, being Outlot 9, Jackson Center, Shelby County, Ohio 45334, and PIN 20-06-15-126-017, being Outlot 10, Jackson Center, Shelby County, Ohio 45334, both as described on Exhibit A, together with all structures, improvements, fixtures, easements, rights and other appurtenances pertaining to it (the “Property”).
- B. Donee desires to receive from Donor, and Donor desires to transfer to Donee, the Property, on and subject to the terms and conditions of this Agreement.
- C. Lot Owner owns, or formerly owned, Lots 553-576 in Hudson Lake Estates Phase 3, Jackson Center, Shelby County, Ohio (the “Lots”). Pursuant to Sections 151.50 and 151.41 of the Village’s Major Subdivision Regulations, adopted February, 2000, as amended, (the “Subdivision Regulations”), and Lot Owner or Developer are required: (i) to secure the performance, and payment for installation of sidewalks related to the Lots, (the “Sidewalk Project”); and (ii) to submit the final Subdivision Plat (the “Plat”) to dedicate Phase 3 for approval and acceptance by the Village. Collectively the Sidewalk Project and the approval of the Plat shall be defined as the “Project”.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Agreement for Transfer. Donor hereby agrees to transfer to Donee, and Donee hereby agrees to receive from Donor, the Property, on and subject to the terms and conditions of this Agreement.

2. Value. Donor and Donee agree the fair market value of the Property is One Hundred Thousand Dollars (\$100,000.00). At Closing, as defined herein, Donor shall transfer and convey the Property to Donee, and Developer shall deposit Twenty Five Thousand Dollars (\$25,000.00) (the “Deposit”) with the Village. Donor’s conveyance of the Property to the Village, and Developer’s Deposit with the Village shall secure Developer’s obligations related to Section 151.50 concerning the Sidewalk Project. Concurrent with the Effective Date, Developer shall submit the Plat to the Village, and the Plat shall be approved by the Village concurrent with Closing.

3. Sidewalk Project. The estimated cost of the Sidewalk Project is One Hundred Twenty Five Thousand Dollars (\$125,000.00), and is comprised of 3,760 lineal feet of sidewalk, \$33.25 per lineal foot (the "Price"), and encompasses all of the Lots. Pursuant to Section 151.69 of the Subdivision Regulations, Lot Owner, Developer, and the Village agree, unless extended for reasonable cause, construction of the sidewalks shall be completed by the second anniversary date of Village acceptance of the Plat.

(a) If a Lot sells or is transferred within twenty-four (24) months from acceptance of the Plat, and if the owner completes construction of the house on said Lot within said twenty-four (24) months, the owner shall construct the sidewalk on the Lot at their expense within six (6) months of completion of construction. If the owner constructs their house, but does not timely complete construction of the sidewalk, the Village will complete construction of the sidewalk on the Lot at its expense, and assess the Lot owner for all cost incurred. In either event, the lineal feet of sidewalk installed by the owner, or Village, shall be multiplied by the Price, and this amount of the Deposit shall be returned to Developer, up to, but not exceeding the full amount of the Deposit.

(b) If a Lot: (i) sells or is transferred within twenty-four (24) months from acceptance of the Plat, and if the owner does not complete construction of the house on said Lot within said twenty-four (24) months, or (ii) does not sell within twenty-four (24) months after acceptance of the Plat; the Village will complete construction of the sidewalk on the Lot at its expense within one hundred eighty (180) days of the expiration of the twenty-four (24) months, and shall retain any remaining Deposit, and shall not assess home owners or the Developer.

(c) Prior to sidewalk installation, when Lots are advertised and sold, buyers shall be told they are responsible to pay for sidewalk installation, and if buyers do not complete and pay for the cost of sidewalk installation, said installation shall be performed by the Village and buyers can either repay the Village, or the Village will assess the cost of sidewalk construction to the real estate tax bill.

4. Donor Representations, Warranties and Covenants. Donor hereby warrants and represents to, and covenants with, Donee, as follows:

- (a) Donor is the owner in fee simple of the Property;
- (b) Donor has good and marketable title to the Property;
- (c) Donor has full power to convey the Property to Donee as provided in this Agreement;
- (d) No right exists in any third party to acquire the Property or any portion thereof;
- (e) There are no tenants, users or other parties in possession of any portion of the Property, and there exists no leases, contracts, nor other rights in any third party to use or occupy any portion of the Property; and

(f) There are no orders, nor any legal or administrative proceedings or arbitrations, pending or threatened, to which the Property is subject or affecting or which may affect the Property.

5. Closing. The closing of the receipt and transfer of the Property and the transfer of title to the Property (the "Closing"), shall take place at the office of Donee or such other place as agreed upon by Donee and Donor, within three (3) days after expiration of the Due Diligence Deadline, or as mutually agreed between the Parties, whichever occurs first (the "Closing Date").

6. Closing Costs; Real Estate Taxes. Donee shall pay for the recording fees and the Shelby County Auditor per parcel transfer fee related to the Closing, if any. Donee shall be responsible for paying Shelby County Auditor conveyance tax, if any. Donor shall assume and pay for the outstanding real estate taxes and assessments related to the Property prorated to the day of Closing, using the county auditor's current tax value for the Property. Donee shall assume and be responsible to pay for the real estate taxes and assessments prorated to the day of Closing, from and after Closing. Donor shall be responsible for preparation of the Deed. Donee shall be responsible for any closing costs. Donor and Donee shall each pay their own attorney fees related to this transaction.

7. Utilities. Utilities and other expenses attributable to the Property, if any, shall be prorated between Donor and Donee as of the Closing Date.

8. Closing Documents. At the Closing, Donor shall deliver to Donee the following:

(a) Recordable and transferable general warranty deed, conveying marketable title in fee simple, free and clear of all liens and encumbrances;

(b) Settlement Statement; and

(c) Such other documents as may reasonably be deemed necessary by Donee or Donee's legal counsel or the title insurer for Donee or its lender, if any, to consummate the purchase and sale contemplated by this Agreement.

At the Closing, Donee shall deliver to Donor the following:

(a) Resolutions authorizing this Agreement and authorizing the execution of closing documents required by Donee;

(b) Settlement Statement; and

(c) Such other documents as may reasonably be deemed necessary by Donor or Donor's legal counsel or the title insurer for Donee or its lender, if any, to consummate the purchase and sale contemplated by this Agreement.

9. Title/Conveyance.

(a) Title to the Property shall be good and marketable as defined in the Ohio Marketable Title Act.

(b) Conveyance of title hereunder shall include all of Donor's right, title and interest in easements, agreements and other appurtenances burdening or benefiting the Property.

10. Possession. Donee shall be entitled to exclusive possession of the Property from the Closing Date.

11. Examination of Property. Donee accepts the Property in "AS-IS" condition without representations or warranties from Donor, except as otherwise stated herein. From the date of this Agreement to the "Due Diligence Deadline", Donee and their agents shall have the right to examine and inspect, and Donor shall provide access for Donee and their agents at all reasonable times to examine and inspect, the Property and all improvements thereto, and other items used or kept in connection with or located on the Property. The Due Diligence Deadline shall be 5:00 p.m. Eastern Standard Time **seven (7) days** from the Effective Date, at which time Donee shall waive the Conditions set forth in Section 12 of this Agreement, if written notice is not given to Donor before said Deadline. Without limiting the generality of the foregoing, Donee may conduct surveys, topographical surveys, soil testing and sampling, environmental testing, boring and such other tests as Donee deems necessary, at Donee's expense. During such period, upon request of Donee, Donor shall furnish all items and information in possession of Donor relating to the Property and may be reasonably requested by Donee, including title documents, title exception documents, title insurance policies, existing survey(s), topographical studies, grading and drainage studies, land planning, engineering reports, zoning documentation, soil tests, and environmental reports, if any. Donee shall restore the Property to its present condition after any inspections at Donee's expense.

12. Conditions; Termination.

(a) Donee's obligation to close is subject to the satisfaction, as of the Due Diligence Deadline, of each of the conditions described below (the "Conditions"). If Donee does not, prior to the Due Diligence Deadline, request additional time to complete its due diligence, the Conditions shall be deemed waived in whole after the Due Diligence Deadline. Upon Donor's receipt of such request, Donor and Donee shall extend the Due Diligence Deadline, not to exceed one (1) time, by thirty (30) days to allow Donee to complete its due diligence.

- (i) Inspections by Donee and its representatives of the Property;
- (ii) Title to the Property being as required by Section 9 of this Agreement; and
- (iii) Approval and authorization of this Agreement by Village Council of Donee.

(b) In the event any of the Conditions is not satisfied as provided herein, in Donee's reasonable discretion, Donee may notify Donor of such fact and Donee's termination of this Agreement, on or before the Due Diligence Deadline. Upon the giving of notice that a Condition

has not been satisfied, Donor shall be given thirty (30) days to cure said defect. If said defect is properly and timely cured, this Agreement shall remain in full force and effect. Otherwise, this Agreement shall be immediately terminated and Donor shall refund Donee's deposit, if any, as soon as reasonably possible.

(c) Donor agrees to cooperate with Donee to permit Donee to pursue satisfaction of the Conditions which cooperation shall include, but not be limited to, (a) permitting Donee access to the Property at reasonable times and upon reasonable notice to perform such investigations and studies concerning the Property as needed to satisfy the Conditions, and (b) granting such consents in writing if required, to permit Donee to apply for, prosecute and obtain such other third Party consents and approvals as needed by Donee to satisfy the Conditions.

13. Risk of Loss. Risk of loss to the Property shall be borne by Donor until Closing, provided that if any part of the Property shall be substantially damaged or destroyed before this transaction is closed, Donee may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Donor under all policies covering the Property, or (b) rescind this Agreement, and thereby release all Parties from liability hereunder. Donee shall give notice to Donor of the option chosen within fifteen (15) days after Donor has given notice to Donee of such damage or destruction and the types and extent of insurance coverage for such damage or destruction. Failure of Donee to give such notice shall constitute an election to proceed with option (b) above.

14. Further Assurances. The Parties agree to execute and deliver, or cause to be executed and delivered, all such instruments, certificates, and documents, and to take all such other actions, as any Party to this Agreement may reasonably request from time to time in order to effect the purpose and intent of this Agreement.

15. Delivery of Notice/Payment. Any notice to be given hereunder shall be hand delivered, or given by registered or certified mail (return receipt requested), or delivered by facsimile or email, addressed to:

If to Donee: Village of Jackson Center, Ohio
c/o Drew Sosby, Village Administrator
P.O. Box 819
Jackson Center, Ohio 45334
Phone: (937) 596-6314
Fax: (937) 596-6672
Email: dsosby@jacksoncenter.com

With a copy to: Donee's Counsel
Jauert & Burton LLP
c/o Michael A. Burton
103 S. Blackhoof Street, PO Box 1957
Wapakoneta, Ohio 45895
Phone: (419) 738-9274
Fax: (419) 738-3403

Email: mburton@jauertburton.com

If to Donor: Six Seas, Ltd
c/o Jeff Cummons
P.O. Box 785
Jackson Center, Ohio 45334
Phone: (937) 726-1347
Email: jcummons@nktelco.net

With a copy to: Donor's, Lot Owner's, and Developer's Counsel
Elsass, Wallace, Evans & Co., L.P.A.
c/o Stanley R. Evans
100 S. Main Avenue
Sidney, Ohio 45365
Phone: (937) 492-6191
Fax: (937) 492-0876
Email: srevans@lawewes.com

The effective date of any such notice shall be the date on which notice is delivered (in case of hand delivery) or mailed (in the case of registered or certified mail) to such address, or the date of actual receipt in any other case. Either Party may change its address for notice by providing notice in accordance with this Section.

16. **Assignment.** The Parties may not assign this Agreement except with the written consent of all Parties.

17. **Brokers.** Donor and Donee acknowledge and agree there is no real estate broker involved in the drafting and execution of this Agreement or the transfer of the Property. The Parties acknowledge there shall be no real estate broker commission paid whatsoever related to the Agreement. In the event there is a real estate broker involved, each Party shall be responsible for the respective broker or agent fees of its broker or agent. Each Party represents to the other that Party has not engaged a broker or agent with respect to the transactions contemplated by this Agreement, and Donee, on one hand, and Donor on other hand, shall indemnify, defend, and hold harmless the other Party from any broker or agent fees and costs allegedly agreed to by the indemnifying Party or Parties.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors, assigns, and legal representatives.

19. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties, and no prior or contemporaneous agreements or understandings shall vary the terms of such Agreement. This Agreement may not be amended orally, but only by a writing signed by the Parties.

20. **Ohio Law and Venue.** This Agreement shall be deemed to have been made in and shall be governed by the laws of the State of Ohio, without reference to conflict of law principles.

If any dispute shall arise between the Parties, the Parties hereby agree the proper venue to bring and resolve such disputes shall be the Shelby County, Ohio Common Pleas Court.

21. Survival of Obligations. All duties and obligations of the Parties shall survive Closing.

22. Counterparts; Execution. This Agreement may be executed in several counterparts and made effective by delivery of signature pages by facsimile or electronic transmission. Each counterpart shall be considered an original but all such counterparts taken together shall constitute but one and the same agreement.

The Parties have executed this Agreement as of the Effective Date.

DONEE: Village of Jackson Center, Ohio,
an Ohio municipal corporation

DONOR: Six Seas, Ltd, an Ohio limited
liability company

By: _____
Drew Sosby, Village Administrator

By: _____
Jeffrey P. Cummons, Authorized Member

Dated: _____

Dated: _____

DEVELOPER: Metzcom Development, LLC,
an Ohio limited liability company

LOT OWNER: C&M Properties, Inc., an
Ohio corporation

By: _____
Jeffrey P. Cummons, Authorized Member

By: _____
Jeffrey P. Cummons, Shareholder

Dated: _____

Dated: _____

By: _____
Gary Metz, Authorized Member

By: _____
Gary Metz, Shareholder

Dated: _____

Dated: _____

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EXHIBIT A

Situated in the County of Shelby, in the State of Ohio, and in the Village of Jackson Center:

Being Outlots Number Nine (9) and Ten (10) in said Village of Jackson Center as more fully described in Plat Book 2 at Page 139 of the Subdivision of Outlot Number Eight (8) of June, 1890.

Prior Instrument Reference: Official Records Volume 2319, Page 1307 and Deed Records Volume 359, Page 257 of the Shelby County Recorder's Office.