

ORDINANCE NO. 2022-37

Introduced by Sam Artino

AN ORDINANCE AUTHORIZING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT TO PURCHASE REAL PROPERTY LOCATED AT 624 BERLIN ROAD AND 729 BERLIN ROAD IN THE CITY OF HURON, ERIE COUNTY, OHIO, PARCEL NUMBERS 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 IN THE AMOUNT OF ONE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$174,500.00), AND DECLARING AN EMERGENCY

WHEREAS, the property located at 624/729 Berlin Road, Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000, Huron, Ohio was listed for public sale by the Estate of Charles F. Ross, III at a list price of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00); and

WHEREAS, the bid of the City of Huron was accepted in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00) on July 5, 2022.

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

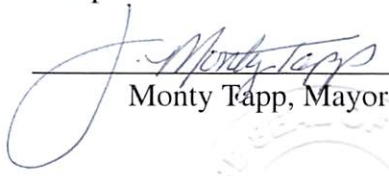
SECTION 1. That the City Manager be, and he hereby is, authorized and directed to authorize a purchase agreement with the Estate of Charles F. Ross, III for the purchase of property located at 624/729 Berlin Road, Huron, OH; Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 (\$174,500.00). A copy of said Purchase Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that the orderly development of property within the City will be adversely affected in the event of delay in the effective date of this Ordinance; **WHEREFORE** this Ordinance shall take effect immediately upon its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

12 JUL 2022

Working With Other Brokerages

When RE/MAX Quality Realty lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. RE/MAX Quality Realty does reserve the right, in some instances, to vary the compensation it offers to other brokerages.

As a seller, you should understand that just because RE/MAX Quality Realty shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and RE/MAX Quality Realty will be representing your interests.

When acting as a buyer's agent, RE/MAX Quality Realty also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

There is an in depth version of our office policy on file available to you upon request to your agent.



March 25, 2008



Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

*We hope you find this information to be helpful as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an **Agency Disclosure Statement** that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.*

Ohio law requires that we ask you to sign the attached receipt of this pamphlet.



The Real Estate Leaders

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

RE/MAX Quality Realty

We are pleased you have selected RE/MAX Quality Realty to help you with your real estate needs. Whether you are selling, buying or leasing real estate, RE/MAX Quality Realty can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Enclosed in this brochure is some information that explains the various services agents can offer and their options for working with you.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Matthew Lasko, City Manager	
Name	(please print)
Name (please print)	
Signature	
Date	
Signature	
Date	

dotloop verified
signature
MHLGFF5B-C02R-J0K

AGENCY OPTIONS

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and account for any money they handle in the transaction. In rare circumstances a listing broker may offer "subagency" to other brokerages which they would also represent the seller's interests and owe the seller these same duties.

Representing the Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as "buyer's agency". A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interest, disclose material facts to the buyer, maintain confidential information and, account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as "dual agency". When a brokerage and its agents become "dual agents", they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer and Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Our office policy at RE/MAX Quality Realty:

RE/MAX Quality Realty does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but RE/MAX Quality Realty and at least 1 manager will act as a dual agent.

This means the brokerage and its manager(s) will maintain a neutral position and not take any actions that will favor one side over the other. RE/MAX Quality Realty will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and RE/MAX Quality Realty will act as a dual agent but only if both parties agree. As a dual agent they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer you may also choose to represent yourself on properties RE/MAX Quality Realty has listed. In that instance RE/MAX Quality Realty will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.





AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 624 Berlin Rd., Huron, OH 44839

Buyer(s): City of Huron

Seller(s): Estate of Charles F. Ross III

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and
Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Victoria Borger / Tina Hormell and real estate brokerage REMAX Quality Realty will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- ☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Matthew D. Loebe, City Manager
BUYER/TENANT DATE

BUYER/TENANT DATE

Michael S. Ross, Administrator
SELLER/LANDLORD DATE

SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



Purchaser's Initials & Date

MDL
07/01/22
2:30 PM EDT
dotloop verified

Seller's Initials & Date

MSR
07/05/22
12:11 PM EDT
dotloop verified

Property Address:



RE/MAX Quality Realty



Offer to Purchase and Acceptance

Selling Brokerage: RE/MAX Quality Realty Agent: Victoria Borger / Tina Hormell

Listing Brokerage: RE/MAX Quality Realty Agent: Victoria Borger / Tina Hormell

Date: 07/01/2022

Purchaser(s): City of Huron Seller(s): Estate of Charles F. Ross III

Purchaser(s): _____ Seller(s): _____

1. **THE UNDERSIGNED PURCHASER(S)**, hereinafter referred to as the "Purchaser", (whether one
2. or more), offers to purchase from the Seller(s), hereinafter referred to as the "Seller", (whether one or
3. more), and the Seller agrees to sell the following described premises:

4. **Property Address:** 624 Berlin Rd., Huron, OH 44839

5. **Parcel(s) #:** 39-00529.000, 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00960.000,
39-00965.000, 42-01396.000, 42-01397.000, 42-01398.000, 42-01399.000, 42.01400.000

(hereinafter referred to as "Property").

6. **MLS#** 20202534, with fact sheet attached and incorporated herein.

7. The Property shall include the land, all appurtenant rights, privileges and easements, all buildings and

8. fixtures, and such of the following **as are now on the Property, in their "AS-IS" present condition,**

9. **including without limitations:** All window/door shades, all blinds, awnings, storm windows and

10. screens, curtain/drapery rods and fixtures, T.V. antennas and satellite dishes (unless leased), gas or

11. electric heaters that are affixed or attached, water heater, water softener and water treatment systems

12. (unless leased), all heating, plumbing and bathroom fixtures, affixed mirrors, all built in appliances

13. and accessories, door bells, all tacked down carpeting and floor coverings, light fixtures and ceiling

14. fans, fire and smoke detectors, fireplace screens and related equipment and tools including grates,

15. swimming pool with equipment related to operation of pool, all landscaping, **all fuel tanks (unless**

16. **leased) with all fuel to remain,** any security system(s) and controls, **all thermostats presently**

17. **attached and in use, all garage door openers and controls,** and all that is real estate.

18. All fees associated with the transfer of any security systems or warranties shall be the responsibility

19. of the Purchaser.

20. **The following additional items shall remain on the premises for "free" and are included and**

21. **considered of no value:** _____

22. _____

23. _____

24. **The following items shall be excluded and remain the property of the Seller:** _____

25. _____

26. **PURCHASE PRICE:**

27. Purchaser agrees to purchase and Seller agrees to sell the Property for the sum of...\$174,500

28. Payable as follows:

29. **(a) Earnest money** shall be paid and deposited in a non-interest bearing trust

account with RE/MAX Quality Realty, within four (4) days

from the date of Acceptance. Amount of earnest money.....\$5,000

30. **(b) Cash down payment** to be deposited in escrow at closing\$Balance

Purchaser's

Initials/Date

Rev. Feb. 2021

ARL
07/01/22
2:30 PM EDT
dotloop verified

Seller's

Initials/Date

ARL
07/01/22
12:11 PM EDT
dotloop verified

Property Address: 624 Berlin Rd., Huron, OH 44839

31. **(c) Financing** by a lending institution in the amount of\$0

32. ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☒ Other

33. Cash purchase

34. **(d) Seller's contribution/concessions toward Purchaser's lender's closing costs, points,**

35. pre-pays, hazard insurance and/or other costs payable by Purchaser:

36. ☒ NONE OR ☐ \$

37. **FUNDS TO CLOSE ESCROW:** All parties acknowledge that “Good Funds” are required to close
38. escrow. “Good Funds” are defined by the Ohio Revised Code 1349.21 - 1349.22 as cash deposited
39. or funds wired to the Escrow/Closing Agent. Cashier’s or certified checks in excess of \$10,000.00
40. cannot be accepted. Those funds must be wire transferred to the Escrow/Closing Agent.

41. WIRE FRAUD is increasing in the real estate industry. The Purchaser will receive wire instructions
42. through the US Mail or encrypted email from the Escrow/Closing Agent ONLY. No agent or
43. broker will ever send wire instructions. If you should receive an UNENCRYPTED email
44. containing Wire Transfer Instructions, DO NOT RESPOND TO THAT EMAIL! Instead, call your
45. Escrow Officer/Closer immediately, using previously known contact information and NOT
46. information provided in the UNENCRYPTED email, to verify the information prior to sending
47. funds. Do not accept revised or altered wire instructions without verifying the authenticity of the
48. instructions with the Escrow/Closing Agent by using previously known contact information.
49. Beware of any email in which there are typographical errors, especially if the sender's email address
50. is different from the Escrow/Closing Agent's email address.

51. **DEFINITION OF “DAYS”:** For purposes of this Agreement, “days” shall be defined as calendar days.

52. **EARNEST MONEY AND/OR RELEASE OF CONTRACT:** The earnest money of Purchaser receipted below shall be held in a non interest bearing trust account and disbursed as follows:

53. (a) If this offer is not accepted within the provided time herein, the earnest money shall be returned in full to the Purchaser; or

54. **(b)** If this offer is accepted, the earnest money shall be credited at closing against the purchase price, Purchaser's down payment, and/or Purchaser's closing costs.

55. (c) If this offer is accepted and the Seller or Purchaser fails or refuses to perform any of their respective obligations under this Agreement, the earnest money shall be held in trust until (1) the Seller and Purchaser have settled their dispute and authorized signed written instructions specifying how the broker is to disburse the earnest money, and the broker acts pursuant to those instructions; or (2) the broker receives a copy of a final court order that specifies to whom the earnest money is to be awarded and the broker acts pursuant to the court order.

56. (d) If after two years from the date of the earnest money deposit, the parties have not provided the broker with written instructions signed by Seller and Purchaser directing disbursement of the earnest money deposit, or written notice that legal action to resolve the dispute has been filed, the broker shall return the earnest money to the Purchaser with no further liability to, or with no further notice to the Seller.

57. (e) If the broker is unable to locate the Purchaser at the time the disbursement is due, after providing the notice that division (D) of section 169.03 of the Ohio Revised Code requires, the broker shall report the earnest money as unclaimed funds to the director of commerce pursuant to section 169.03 of the Ohio Revised Code and remit all of the earnest money to the director.

Purchaser's

Initials/Date

Rev. Feb. 2021

MDL
07/01/22
2:30 PM EDT
dotloop verified

Seller's

Initials/Date

12:11 PM EDT
detoop verified

Property Address: 624 Berlin Rd., Huron, OH 44839

58. **FINANCING:** Purchaser agrees that within n/a days of acceptance of this offer, Purchaser
59. shall apply for a loan at the currently available rates and terms. Purchaser shall use their best
60. efforts to obtain said loan. If Purchaser cannot obtain a commitment for such financing within n/a
61. days of acceptance of this contract, this contract shall thereupon terminate and be null and void, and
62. the earnest money shall be returned in full to the Purchaser. Purchaser shall inform selling agent
63. immediately upon receipt of a definite commitment or non-commitment of financing.

64. **CLOSING:** All funds and documents necessary for the completion of this transaction shall be
65. placed in escrow with the lending institution or escrow company with title transferring from
66. Purchaser to Seller on or before 07/29/2022
67. If the title cannot be transferred by the later date, due to any government regulation or lender
68. requirements pertaining solely to the Truth-in-Lending Act/RESPA Integrated Disclosures
69. ("TRID"), the closing/transfer date shall be extended for a period not to exceed 7 days.

70. **POSSESSION:** Seller shall deliver possession to the Purchaser in the same condition as of the date
71. of acceptance, except for ordinary wear and tear, within Immediate - 0 days following the date the
72. property was recorded and transferred. Seller shall pay all utilities during said possession
73. period and shall keep insurance in place for their personal items. Possession days shall be at no cost
74. to the Seller until 12pm (AM) or (PM) on the possession date. Property shall then be
75. clear of all Seller's personal property and debris that may be found in all buildings and land of the
76. subject property. The Seller shall pay to the Purchaser \$150 per day for each day of
77. possession by the Seller beyond the possession date until the Seller vacates the Property, which
78. includes the removal of all personal property. This fee shall not be construed as the Purchaser's
79. exclusive legal remedy.

80. **TITLE AND ESCROW PROVIDER:** Title evidence and escrow services shall be provided by:
81. Southern Title. Title shall be transferred to Purchaser in
82. the name of: City of Huron
83. Form of ownership: TBD

84. **CONVEYANCE:** Seller shall deliver to Purchaser a General Warranty Deed with appropriate
85. release of dower, (or Fiduciary Deed, if applicable), conveying a good and marketable title in the
86. Property to the Purchaser free and clear of all liens and encumbrances whatsoever except (a) any
87. mortgages, liens and/or encumbrances created by or assumed by Purchaser; (b) gas and oil leases;
88. (c) restrictions of record, reservations, limitations of record, easements of record, covenants and
89. conditions; (d) zoning ordinances, if any; (e) legal highways; and (f) taxes and assessments, both
90. general and special, for the current half of the taxable year and thereafter, not yet due and payable.
91. Taxes and assessments, which are liens, or which have not been certified to the auditor or which
92. have been certified but have not been placed on the duplicate or have been deferred, but not yet
93. due and payable.

94. **HOME WARRANTY:** There are several Limited Home Warranty policies available. Such
95. policies have deductibles and may be limited in scope of coverage. A Limited Home Warranty may
96. not cover pre-existing defects in the property. If Seller does not provide said Limited Home
97. Warranty, Purchaser has the right to purchase the same.

98. YES ☐ or NO ☒ to be paid for by ☐ Seller or ☐ Purchaser.
99. Brokers/Agents may receive compensation from the sale of a Home Warranty. The paperwork
100. shall be completed by the Agent who initiated the sale of the Home Warranty and shall attach it
101. hereto.
102. Name of Warranty _____ Cost to Provider _____

Purchaser's
Initials/Date 
Rev. Feb. 2021

Seller's
Initials/Date  

Property Address: 624 Berlin Rd., Huron, OH 44839

103. ARL Purchaser **DECLINES** coverage of a Limited Home Warranty Policy.
(Purchaser's initials, if declining)

104. **If Purchaser declines the coverage, they agree to hold the Brokers and Agents harmless from**
105. **any liability for the repair or replacement of a system or appliance that could otherwise have**
106. **been covered by the warranty.**

107. **CONDITION OF PROPERTY WITH INSPECTIONS:** The Purchaser agrees to purchase the
108. property, including the land, all buildings, improvements, and fixtures thereon in their present
109. physical condition "**AS-IS**", and has examined the physical condition, value, character, and size
110. of the property and signed this agreement as a result of said examination. **Seller** states that there
111. are no citations filed by local authorities alleging any zoning or building code violations except:
112. _____ (None, if nothing inserted).

113. Seller grants to the Purchaser the right to further inspect the property for possible non-operational
114. items, repair items, conditions that may be *toxic*, and any other defects whether visible or hidden.
115. Inspection is to include, **but is not limited to**, the property, land, all buildings, improvements, and
116. fixtures thereon for any and all conditions that may impact upon Purchaser's decision to complete
117. said agreement.

118. Purchaser has the right and duty to inspect the subject property and/or have it inspected by a
119. an independent professional inspector(s) of the Purchaser's choice within the specified number of
120. days from the date of acceptance, as shown below. As applicable, the inspector shall be
121. licensed by the State of Ohio. Those **EXEMPTED** from the required licensure are: State or local
122. building code officials, certified architects, registered professional engineers, licensed or
123. registered HVAC contractors, refrigeration contractors, electrical contractors, plumbing
124. contractors or hydronics contractors, licensed appraisers, certified insurance adjusters,
125. environmental testers including radon, and licensed pesticide applicators. All other inspectors,
126. must be licensed by the State of Ohio to do home inspections. While broker(s) and agent(s) may
127. refer inspectors or contractors to Purchaser, the Purchaser agrees to be solely responsible for
128. choosing and retaining any inspector, contractor or other service provider.

129. Purchaser shall keep the property free and clear of any liens and shall indemnify and hold
130. RE/MAX Quality Realty, its Sellers, brokers, agents and employees harmless from all liability
131. claims, demands, damages or costs, and shall repair all damage to the property arising from the
132. inspections and/or tests.

133. **Inspections required by any State, County, Local Government or Federal**
134. **Government programs do not necessarily eliminate the need for the inspections listed**
135. **as follows:**

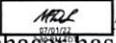
136.	<u>YES</u>	<u>NO</u>	<u>INSPECTIONS</u>	<u>EXPENSE OF INSPECTION</u>
137.	(<input type="checkbox"/>)	(<input checked="" type="checkbox"/>)	General Home _____ days from acceptance	(<input type="checkbox"/>) Purchaser (<input type="checkbox"/>) Seller
138.	(<input type="checkbox"/>)	(<input checked="" type="checkbox"/>)	Radon _____ days from acceptance	(<input type="checkbox"/>) Purchaser (<input type="checkbox"/>) Seller
139.	(<input type="checkbox"/>)	(<input checked="" type="checkbox"/>)	Septic System _____ days from acceptance	(<input type="checkbox"/>) Purchaser (<input type="checkbox"/>) Seller
140.	(<input type="checkbox"/>)	(<input checked="" type="checkbox"/>)	Water Potability _____ days from acceptance	(<input type="checkbox"/>) Purchaser (<input type="checkbox"/>) Seller
141.	(<input type="checkbox"/>)	(<input checked="" type="checkbox"/>)	Lead Hazards _____ days from acceptance	(<input type="checkbox"/>) Purchaser (<input type="checkbox"/>) Seller
142.	(<input type="checkbox"/>)	(<input checked="" type="checkbox"/>)	Mold _____ days from acceptance	(<input type="checkbox"/>) Purchaser (<input type="checkbox"/>) Seller
143.	(<input type="checkbox"/>)	(<input checked="" type="checkbox"/>)	Termite/Pest _____ days from acceptance	(<input type="checkbox"/>) Purchaser (<input type="checkbox"/>) Seller
144.	(<input type="checkbox"/>)	(<input type="checkbox"/>)	_____ days from acceptance	(<input type="checkbox"/>) Purchaser (<input type="checkbox"/>) Seller

145. It shall be Purchaser's responsibility to review all public records and consult with required
146. governmental entities as related to Purchaser's intended use of the Property.

Purchaser's
Initials/Date ARL
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Seller's
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Property Address: 624 Berlin Rd., Huron, OH 44839

147. **WAIVER**  (initials) Purchaser elects to **waive** each inspection to
148. which Purchaser has indicated "NO". Furthermore, any failure by Purchaser to perform any
149. inspection indicated "YES" herein is a waiver of such inspection and shall be deemed absolute
150. acceptance of the Property by Purchaser in its "AS-IS" condition. If Purchaser does not elect
151. inspections, Purchaser acknowledges that Purchaser is acting against the advice of Purchaser's
152. agent and broker. Purchaser further releases all agents, brokers and employees from any liability
153. for attending the inspection process as they are not qualified contractors or licensed inspectors.
154. Conditions disclosed to Purchaser in writing by Seller or Seller's agent prior to acceptance of this
155. agreement, or any maintenance and repair items discovered during any inspections totaling less
156. than **\$500.00 shall be assumed by Purchaser, and Purchaser shall have no right to terminate**
157. **this contract should defects be less than \$500.00.**

158. **LIMITATIONS OF REMEDIES FROM INSPECTIONS:** Should inspections or
159. investigations disclose conditions or information that is unsatisfactory to the Purchaser that is
160. above and beyond the aforementioned maintenance and repair items totaling less than \$500.00,
161. Purchaser shall have **5 days after receipt of the last inspection report** to choose one of the
162. following remedies:

163. 1. Remove the inspection contingency and accept the property in its "AS-IS" condition.
OR
164. 2. Terminate this purchase contract, if written inspection report(s) identifies unsatisfactory
165. conditions NOT previously disclosed in writing by the Seller or listing agent prior to
166. execution and acceptance of offer. If Purchaser elects to terminate this contract, Purchaser
167. agrees to provide a copy of the written inspection report(s) provided by the qualified
168. contractor or licensed inspector to Seller, and both Purchaser and Seller shall therefore agree
169. to promptly sign a mutual release of contract whereupon the earnest money shall be returned
170. in full to the Purchaser.

OR
171. 3. Submit, in writing, to the Seller a description of unsatisfactory conditions within **5 days**
172. after receipt of the last inspection report. Purchaser shall include a copy of the inspection
173. report specifying the unsatisfactory condition(s). Seller shall then have up to **10 days** from
174. receiving written notice to agree or not agree, in writing, to have the unsatisfactory conditions
175. corrected by a qualified contractor. Should Seller be unwilling or unable to correct said
176. conditions, then Purchaser may cancel the purchase contract by so notifying Seller, in writing,
177. within **3 days** after such notification from the Seller. Both Purchaser and Seller shall
178. therefore agree to promptly sign a mutual release of contract whereupon the earnest money
179. shall be returned in full to the Purchaser.

180. The Purchaser and Seller may mutually agree, in writing, to extend the dates for inspections.
181. Seller agrees to provide reasonable access to the property for Purchaser to review and approve any
182. conditions corrected by the Seller.

183. **RESIDENTIAL PROPERTY DISCLOSURE:** The Seller completed the Residential Property
184. Disclosure Form and Purchaser agrees to hold all brokers and agents harmless from any
185. misrepresentations, misstatements or errors made by the Seller on said form. Purchaser also
186. acknowledges and agrees that the brokers and agents have no obligation to verify or investigate
187. the information provided by the Seller on said form. Real estate brokers and agents are not
188. inspectors. No party to this agreement shall rely on any statements made by any other party,
189. real estate broker or agent regarding the condition of said property. Seller agrees to update the
190. Residential Property Disclosure if any conditions to the property has changed or any substantial
191. repairs have been made AFTER the completion of said form. Furthermore, Seller and Purchaser
192. acknowledge that neither broker nor agent assisted the Seller with the completion of the
193. Residential Property Disclosure Form as that is prohibited by law.

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194. **RISK OF LOSS:** Seller shall bear the risk of loss to the real estate and appurtenances until the
 195. deed transferring title to Purchaser has been recorded. Seller shall maintain fire and casualty
 196. insurance on the subject property until the deed transferring title to Purchaser has been recorded,
 197. unless noted herein: . If any buildings or other
 198. improvements on the subject premises are substantially damaged or destroyed prior to the filing of
 199. the deed transferring ownership to the Purchaser, the Purchaser shall have the option of
 200. (A) accepting the proceeds of any insurance payable as a result of such damage or destruction, or
 201. (B) terminating this contract in which latter case all funds and documents shall be returned to the
 202. parties depositing them and this contract shall be null and void. If Purchaser does not make such
 203. election within fifteen (15) days after receiving notice of such damage or destruction, the
 204. Purchaser shall be presumed to have elected to complete the transaction.

205. **LEASES:** Seller agrees that within 10 days of acceptance of this offer, Seller shall furnish to
 206. Purchaser copies of all written leases and a letter signed by each tenant specifying the nature and
 207. duration of the tenant's occupancy, rental rates, and advanced rent and security deposit amounts
 208. paid by tenant. If Seller is unable to obtain such letter from any tenant, Seller shall furnish the
 209. same information to Purchaser within said time period in the form of a Seller's affidavit, and
 210. Purchaser may contact tenants thereafter to confirm such information. At closing, Seller shall
 211. deliver and assign all original leases to Purchaser. *Seller is unaware of any lease except*
 212. _____ (None, if nothing inserted).

213. **TITLE:** An ALTA – 2006 Owners Fee Policy of Title Insurance in the amount of the
 214. purchase price shall be issued and provided to the Purchaser showing a good and marketable title
 215. in fee simple, free and clear of all liens and encumbrances except those specifically set forth in this
 216. Agreement. Merchantability of title shall be determined in accordance with the Standards of Title
 217. Examination by the Ohio State Bar Association. If a defect in the title appears, Seller shall have
 218. thirty (30) days after notice to remove such defect. If the defect cannot be remedied, then at the
 219. option of the Purchaser, all funds and documents shall be returned to the parties depositing them
 220. and this contract shall be null and void.

221. Should the Purchaser elect, or their lender require additional/enhanced title insurance coverage,
 222. Purchaser shall then pay that additional cost for said upgrade above the ALTA 2006 – Owners
 223. Title Insurance Policy cost.

224. **TAXES, ASSESSMENTS AND PRORATIONS:** Unless otherwise so stated in this Purchase
 225. Contract, all real estate taxes and assessments shall be prorated as of the deed recordation date on
 226. the basis of the latest available certified tax duplicate. Additionally, any tenant rents, condo fees,
 227. homeowner's association fees, maintenance fees and interest on any mortgage assumed by
 228. Purchaser, if any, shall be prorated as of the date the title is transferred and deed is recorded. Any
 229. Security Deposits shall be credited to the Purchaser at closing.

230. Seller shall inform Purchaser if the property may be subject to an agricultural tax recoupment,
 231. (CAUV) _____ (None, if nothing inserted).

232. In the event the property is subject to any agricultural tax recoupment, the (CAUV) recoupment,
 233. shall be paid by ☐ Purchaser OR ☒ Seller.

234. Purchaser acknowledges that tax and assessment prorations at closing are based upon the previous
 235. year tax valuations. New assessments and tax increases due to recent improvements, recent voted
 236. millage, change in valuation, board of revision actions or roll backs, etc. may result in increased
 237. tax billings and/or additional tax amounts due. Purchaser acknowledges and agrees that the
 238. purchase price reflects the Purchaser's assumption of such potential increased tax obligations.

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(TAXES, ASSESSMENTS AND PRORATIONS, CONTINUED)

239. Furthermore, should the latest available tax duplicate decrease in valuation, the Seller
 240. acknowledges that there shall be no future adjustment for any prorations given at the time of
 241. closing.
242. Special assessments, if any, which are a lien against said Property, shall be prorated and assumed
 243. by Purchaser as of the date of title transfer, unless otherwise so stated in this agreement.
 244. Seller is unaware and has received no notification of any future assessments against said property
 245. or of any pending orders of any governmental agency against said property except the following:
 246. _____ (None, if nothing inserted).
247. If the Property being transferred is **NEW CONSTRUCTION** and was recently completed or is in
 248. the process of completion at the time this agreement was signed by the parties, the escrow/closing
 249. agent is instructed to make a good faith estimate of the taxes to be owed on the value of the
 250. improved property to the date of title transfer and shall reserve sufficient funds in escrow, from the
 251. Seller's net proceeds, to pay those taxes when they become due and payable after title transfer.
 252. Any balance owed or overage collected shall be paid from or returned to the Seller.
253. **UTILITIES:** Seller shall be liable for any requirements of the gas, electric, and/or other utility
 254. companies at the time of transfer of utilities, even though such transfer may occur after closing.
 255. Seller shall pay all accrued utility bills to the date of delivery of possession of the Property.
 256. Purchaser shall transfer utilities into his or her name by the time Purchaser takes possession of
 257. the Property. Escrow agent is authorized to withhold \$400 _____ from the Seller's proceeds
 258. to secure payment of their final water and/or sewer bills which may become a lien to the property,
 259. if unpaid. Escrow agent shall pay the final water and/or sewer bill for the Seller and shall
 260. reimburse any balance held to the Seller upon payment of final bill, or receipt of paid final billings
 261. by the Seller.
262. **CHARGES PAID BY SELLER THROUGH ESCROW:** Seller shall pay through escrow:
263. (a) Any real estate transfer fee or tax;
 264. (b) Any amount required to discharge record of any mortgage, lien or encumbrance not
 otherwise assumed by Purchaser;
 265. (c) The cost of the title examination and one half (1/2) the cost of insuring premiums for an
 ALTA – 2006 Owners Fee Policy of Title Insurance;
 266. (d) Any amount due to the Purchaser by reason of prorations;
 267. (e) The commission of the Brokerage payable at closing as per the listing agreement;
 268. (f) The cost of deed preparation;
 269. (g) One half (1/2) of the escrow fee, unless VA/FHA or other loan/lender requirements
 prohibit payment of escrow fees by Purchaser in which case Seller shall pay the entire
 escrow fee;
 270. (h) The cost of any repairs that were completed, but not yet paid for, by the date of closing;
 271. (i) Any other penalties, delinquencies or charges which are or may become due as a direct result
 of the Seller's ownership of the property, or any other liens or charges that may become
 liens by reason of the acts or failure to act of the Seller. Seller shall also pay directly all
 utility charges, including water and sewer rents, to the date of filing the deed for record,
 or the date of possession by Purchaser, whichever is later. ***Seller shall maintain
 adequate fire and casualty insurance on the property until the title transfers.**
 272. (j) If this property is listed for sale by RE/MAX Quality Realty, the Document Protection
 Service Fee in the amount of \$200.00 shall be paid to RQR Imaging, LTD. Seller
 acknowledges that Dale and Ellen Coffman are principal stockholders in Coffman Group,
 Inc., dba RE/MAX Quality Realty and are principal members of RQR Imaging LTD.

Purchaser's

Initials/Date

Rev. Feb. 2021


 01/01/22
 2:30 PM EDT
 dotloop verified

Seller's

Initials/Date


 01/01/22
 12:11 PM EST
 dotloop verified

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273. (k) **Seller's contribution/concessions:** ☐ Yes or ☒ No Seller shall pay Purchaser's lender's closing costs, points, prepaids, hazard insurance, and any other costs payable by Purchaser, through escrow, as identified on line 36 of this Agreement.

274. (l) Other _____

275. _____

276. _____ (None, if nothing inserted).

277. **CHARGES PAID BY PURCHASER THROUGH ESCROW:** Purchaser shall pay through Escrow:

278. (a) The cost of preparation and recording any mortgage placed on the property by Purchaser and all costs and fees incidental thereto;

279. (b) The cost of recording the deed, any mortgage, and all costs and fees incidental thereto;

280. (c) One half (1/2) of the escrow fee, unless VA/FHA or other loan/lender requirements prohibit Purchaser to pay;

281. (d) One half (1/2) of the cost of insuring premiums for An ALTA - 2006 Owners Fee Policy of Title Insurance. Should the Purchaser elect, or their lender require, additional/enhanced title coverage, Purchaser shall then pay that additional cost for said upgrade above the ALTA 2006 - Owners Title Insurance Policy cost.

282. (e) Commission, if any, payable by Purchaser as per the Purchaser's Representation Agreement with Purchaser's brokerage;

283. (f) If Purchaser is purchasing this property through RE/MAX Quality Realty, the Document Protection Service Fee in the amount of \$200.00 shall be paid to RQR Imaging, LTD. Purchaser acknowledges that Dale and Ellen Coffman are principal stockholders in Coffman Group, Inc., dba RE/MAX Quality Realty and are principal members of RQR Imaging, LTD. This fee is only payable if the Purchaser is represented by a RE/MAX Quality Realty agent exclusively or in a Dual Agency capacity.

284. (g) OTHER _____

(None, if nothing inserted).

285. **IT'S FURTHER AGREED:** This offer is contingent on the City of Huron city council approving this

286. purchase contract at their meeting on July 12, 2022. Purchaser will notify seller by 5pm on July 13, 2022 in

287. writing if this contract is not approved by city council. Upon notification, if not approved by city council, this

288. contract is null and void and all parties will sign a release and earnest money will be returned to the purchaser.


289. Seller shall have all contents inside of home removed prior to closing, and any personal items or rubbish will be

290. removed from outside grounds.

291. _____

292. _____

293. _____ (None, if nothing inserted).

Purchaser's
Initials/Date 
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Seller's
Initials/Date  
dotloop verified

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294. **CLOSING DISCLOSURE OR HUD SETTLEMENT STATEMENT:** Seller and Purchaser
 295. hereby authorize and instruct the escrow agent to send the Closing Disclosure or HUD Settlement
 296. Statement to the listing and selling agents for their review prior to closing. Furthermore, the
 297. escrow agent is also authorized to send a fully signed Closing Disclosure or HUD Settlement
 298. Statement to the listing and selling agents and/or brokerages for their records after the closing.
 299. Seller and Purchaser acknowledge that their agents and brokers are not experts in title work or
 300. closing documents and that these copies are for the completion of their files.

301. **ADDENDUMS:** Additional terms and conditions are attached hereto with the following
 302. addendums:

☒ Agency Disclosure; ☐ Residential Property Disclosure;
☒ Lead Based Paint Disclosure; ☐ House Sale Contingency Form;
☐ Back Up Offer Addendum; ☐ FHA Addendum;
☐ H.O.A. and/or Condominium By-laws; ☐ OTHER ADDENDUMS: ☒

Residential Property Disclosure Exemption Form (None, if nothing inserted).

303. **OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW.** Seller represents
 304. that Seller has disclosed to Purchaser any and all notices received pursuant to Ohio's sex offender
 305. law. Purchaser acknowledges that the information disclosed may no longer be accurate and
 306. assumes the responsibility to check with the local sheriff's office or other public records that are
 307. available. Purchaser shall rely on Purchaser's own inquiry and shall not rely on Seller or any real
 308. estate agent or broker involved in the transaction to determine if a sex offender resides in the area
 309. of any property the Purchaser may purchase. In the event the Purchaser's investigation uncovers
 310. unsatisfactory information, Purchaser may terminate this agreement within five (5) calendar days
 311. from written acceptance of this offer.

312. **FAIR HOUSING STATEMENT:** It is illegal, pursuant to the Ohio Fair Housing Law, Division
 313. (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601,
 314. as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing
 315. accommodations, refuse to negotiate for the sale or rental of housing accommodations, or
 316. otherwise deny or make unavailable housing accommodations because of race, color, religion,
 317. sex, familial status, as defined in 4112.01 of the Revised Code, ancestry, military status as defined
 318. in that section, disability as defined in that section, or national origin or to so discriminate in
 319. advertising the sale or rental of housing, in the financing of housing, or in the provision of real
 320. estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to
 321. sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or
 322. persons belonging to one of the protected classes.

323. **FINAL WALK-THROUGH:** Purchaser shall be given the opportunity to walk through the
 324. property up to 3 days prior to the date the title transfers to the Purchaser. Purchaser
 325. acknowledges the purpose of the walk-through is for the sole purpose of verifying the Property
 326. is in the same or similar condition, excluding normal wear and tear, as it was as of the date of
 327. acceptance of this agreement by the Seller. Purchaser is prohibited from raising any issues during
 328. the walk-through as to the condition of the property which were in existence as of the date of
 329. acceptance of this agreement by the Seller.

Purchaser's
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(FINAL WALK-THROUGH, CONTINUED)

330. In the event Purchaser discovers a material change of an adverse nature in the condition of the
331. Property, Purchaser shall promptly notify the Seller, Seller's agent, Purchaser's agent and
332. Escrow/Closing agent in writing of the nature of such change(s). Written notification of such
333. material change shall be made within 24 hours following the final walk-through of the property.
334. Thereafter, the parties shall mutually agree in writing upon an amount to be either:

1. Held in escrow from Seller's proceeds pending correction of the material adverse change; or
2. Credited to Purchaser through escrow at the time of closing and title transfer.

335. If Purchaser chooses not to do their final walk-through, or if Purchaser does not submit any request
336. for remedies of new adverse material changes, it shall be construed that the Purchaser has accepted
337. the condition of the property as satisfactory.

338. **ESCROW AGENT INSTRUCTIONS AND LENDER AUTHORIZATIONS:** This agreement
339. shall be made a part of, or be used as, the escrow instructions and shall be subject to the Escrow
340. Agent's standard conditions of escrow not consistent herewith. Seller authorizes Escrow Agent to
341. obtain written payoff statements from any secured lien holders. Purchaser hereby authorizes their
342. lender to disclose to the selling agent information about the Purchaser's loan.

343. **LANGUAGE IN BOLD OR CAPITALIZED:** FOR EMPHASIS AND PURCHASER'S AND
344. **SELLER'S BENEFIT, SOME PROVISIONS HAVE BEEN BOLDED, CAPITALIZED,**
345. **AND/OR ITALICIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION**
346. **IN THIS AGREEMENT IS SIGNIFICANT AND SHOULD BE REVIEWED AND**
347. **UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED**
348. **BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER, AND THE**
349. **FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY**
350. **TERMS OR PROVISIONS IN THIS AGREEMENT SHALL NOT AFFECT THE**
351. **ENFORCEABILITY OF ANY TERMS OR PROVISIONS.**

☐ ☐

352. **ACCEPTANCE:** This offer is open for acceptance until 5pm o'clock (AM) (PM) on
353. 07/05/2022. Upon acceptance, it shall become a binding contract upon
354. and accrue to the benefit of the Purchaser and Seller and their respective heirs, executors,
355. administrators and assigns. It is understood that this agreement contains all the terms and
356. conditions between the parties, and there are no outside conditions, representations, warranties or
357. agreements. This agreement shall be governed by the laws of the State of Ohio. Any amendment
358. or modification hereto must be in writing and signed by the parties. All terms and conditions
359. herein provided shall survive the closing.

360. In the event that this offer is countered, the above time limit shall no longer apply and new time
361. provisions shall be written for acceptance.

362. All parties hereby acknowledge receipt of a copy of this offer. **Fax copies, email copies, and**
363. **electronic signatures** are acceptable methods of communication in this transaction and shall
364. have the same binding effect upon the parties.

365. **Upon acceptance and delivery, this offer shall become a legally binding contract. Purchaser**
366. **and Seller are each responsible to obtain for themselves sufficient information and guidance**
367. **pertaining to financial, legal, and tax consequences of this purchase and sale.**
368. **Time is of the essence in all provisions of this agreement.**

Purchaser's

Initials/Date

Rev. Feb. 2021


07/05/22
2:30 PM EDT
dotloop verified

Seller's

Initials/Date


07/05/22
12:11 PM EDT
dotloop verified

Property Address: 624 Berlin Rd., Huron, OH 44839

369. **PURCHASER:** X Matthew D. Lasko, City Manager dotloop verified
07/01/22 2:30 PM EDT
MXZV-GORC-SUJL-DAX0
(Signature) (Date/Time)

370. (Print name here) City of Huron

371. Phone number(s): _____ Email: _____

372. **PURCHASER:** X _____
(Signature) (Date/Time)

373. (Print name here) _____

374. Phone number(s): _____ Email: _____

Initialed Action by Seller

375. The undersigned Seller has read and fully understands the foregoing offer and hereby:

376. (MR,) **ACCEPTS** said offer and agrees to convey the Property according to the above terms and conditions; or

377. (,) **REJECTS** said offer; or

378. (,) **COUNTER OFFER** according to the above modifications initialed by Seller or by attached counter offer addendum(s), if any, which said counter offer shall become null and void if not accepted, in writing, on or before _____ o'clock (AM) (PM) on _____.

379. *In the event of acceptance, Seller agrees and instructs the escrow agent to pay from the sale*

380. *proceeds at closing, the Listing Brokerage, if any, a commission in accordance with the listing*

381. *agreement and the Listing Brokerage's agreement with the Selling Brokerage.*

382. **SELLER:** X Michael S. Ross, Administrator dotloop verified
07/05/22 12:11 PM EDT
QFJU-QQDZ-QL69-BZX8
(Signature) (Date/Time)

383. (Print name here) Estate of Charles F. Ross III

384. Phone number(s): _____ Email: _____

385. **SELLER:** X _____
(Signature) (Date/Time)

386. (Print name here) _____

387. Phone number(s): _____ Email: _____

Purchaser's
Initials/Date MR _____
Rev. Feb. 2021 dotloop verified

Seller's
Initials/Date MR _____
dotloop verified

Property Address: 624 Berlin Rd., Huron, OH 44839

RECEIPT OF EARNEST MONEY

388. The undersigned Agent or Administrator acknowledges receipt of earnest money in accordance
389. with the terms herein provided.

390. With offer \$ _____ (☐ Cash (☐ Check# _____

391. By: _____

392. Upon Acceptance \$ _____ (☐ Cash (☐ Check# _____

393. By: _____

Brokerage and Agent(s) Information:

394. Listing Brokerage: RE/MAX Quality Realty

395. Listing Brokerage Address: _____

396. Listing Brokerage Phone#: _____

397. Listing Brokerage License#: _____ Office MLS ID# _____

398. Listing Agent(s): Victoria Borger / Tina Hormell

399. Listing Agent(s) Phone Number(s): _____

400. Listing Agent(s) Email: _____

401. Listing Agent(s) License Number: _____

402. Selling Brokerage: RE/MAX Quality Realty

403. Selling Brokerage Address: 1919 Sandusky Mall Blvd., Sandusky, OH 44870

404. Selling Brokerage Phone#: 419-627-1996

405. Selling Brokerage License#: 404728 Office MLS ID# _____

406. Selling Agent(s): Victoria Borger / Tina Hormell

407. Selling Agent(s) Phone Number(s): 419-656-6294

408. Selling Agent(s) Email: borgerhomes@msn.com

409. Selling Agent(s) License Number: 446967

Purchaser's
Initials/Date _____
Rev. Feb. 2021



Seller's
Initials/Date _____



Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

624 Berlin Rd., Huron, OH 44839

Owner's Name(s):

Estate of Charles F. Ross III
 Michael S. Ross, Administrator

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☒ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- ☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- ☐ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- ☐ (4) A transfer of new construction that has never been lived in;
- ☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- ☐ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- ☐ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: Michael S. Ross, Administrator

dotloop verified
 06/27/22 2:09 PM EDT
 QUQU-PLSQ-H2MD-TDPJ

Date: _____

Owner: Estate of Charles F. Ross III

Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: Matthew D. Lasko, City Manager

dotloop verified
 07/01/22 2:30 PM EDT
 EQVM-MZIE-V14B-NRFN

Date: _____

Buyer: _____

Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

624 Berlin Rd., Huron, OH 44839

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☒ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Michael S. Ross Administrator dotloop verified 06/27/22 2:29 PM EDT ZPM-WBNE-MPP1-K707	Estate of Charles F. Ross III
Seller	Date
Matthew D. Laska City Manager dotloop verified 07/01/22 2:31 PM EDT VQ2-HW5F-KNAM-HG29	
Purchaser	Date
Natasha Boyer dotloop verified 06/27/22 11:13 PM EDT ZTN-HAUGO-TPBY-QW07	Natasha Boyer dotloop verified 07/05/22 11:25 PM EDT L2E-KVW-221W-HLCP
Agent	Date



Inspection Waiver/Hold Harmless Agreement

Property Address: 624 Berlin Rd, Huron, OH 44839

RE/MAX Quality Realty strongly recommends that buyer conduct inspections and/or tests of the property and its components. Buyer understands that all real property, fixtures, and equipment may contain defects and conditions that are not apparent or known to the seller and which could affect the property's use, value or safety and result in costly repairs.

Buyer agrees that RE/MAX Quality Realty and its agents have made no representations regarding the property's condition or any necessary remedies and do not guarantee or assume responsibility for the condition of the property.

Buyer acknowledges that Buyer has been provided the opportunity to make this contract to purchase contingent upon the results of such inspections. If buyer chooses not to have inspections performed, buyer acknowledges that buyer is doing so against the advice of RE/MAX Quality Realty and its agents and agrees to hold the brokerage and its agents harmless for any claims, damages, and costs related to the condition of the property, including all components and equipment.

<i>Matthew D. Lasker, City Manager</i>	dotloop verified 07/01/22 2:31 PM EDT HDQY-RKJT-VMJA-XGXN
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Buyer

Date

Buyer

Date