

ORDINANCE NO. 2022-44
Introduced by William Biddlecombe

AN ORDINANCE RATIFYING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT TO PURCHASE REAL PROPERTY FOR PUBLIC USE LOCATED AT 306 LINDEN DRIVE IN THE CITY OF HURON, ERIE COUNTY, OHIO, PARCEL NUMBER 43-00095.000 IN THE AMOUNT OF FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00), PLUS CLOSING COSTS, AND DECLARING AN EMERGENCY

WHEREAS, the property located at 306 Linden Drive, Parcel Number 43-00095, Huron, Ohio was listed for public sale by Dona J. Didion, Trustee at a list price of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00); and

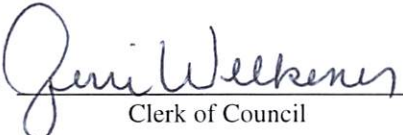
WHEREAS, the bid of the City of Huron was accepted in the amount of Five Thousand and 00/100 Dollars (\$5,000.00), plus closing costs, on August 5, 2022.

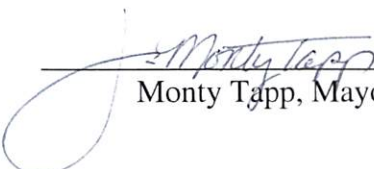
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager's execution of a purchase agreement with Dona J. Didion, Trustee for the purchase for public use of real property located at 306 Linden Drive, Huron Ohio, Parcel Number 43-00095.000, in the amount of Five Thousand and 00/100 (\$5,000.00), plus closing costs, is hereby ratified. 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: 09 AUG 2022





(Split Agency & Dual Agency)

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Simply Better Realty, LLC

We are pleased you have selected Simply Better Realty, LLC. to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Simply Better Realty, LLC. 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. Below is some information that explains the various services that agents can offer and their options for working with you.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

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 would also represent the seller's interests and owe the seller these same duties.

Representing 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 interests, 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 that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

[ML]

[JD]

As a seller, you should understand that just because Simply Better Realty, LLC. 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 Simply Better Realty, LLC. will be representing your interests.

When acting as a buyer's agent, Simply Better Realty, LLC. 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.

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, as amended, 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. (Effective: 9/28/11)

We hope you find this information to be helpful to you 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.

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

Authenticsign
Matt Laska 08/05/2022
8/5/2022 8:22:37 AM EDT

Name (Please Print)

Signature

Date

Name (Please Print)

Signature

Date

Revised: 9/2011



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: 306 LINDEN DRIVE Huron, OH 44839
 Buyer(s): CITY OF HURON
 Seller(s): DONA J. DIDION TRUST

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) CARIS WECHTER and real estate brokerage SIMPLY BETTER REALTY, LLC 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.

Matt Laska

08/05/2022

Josh Didion, Trustee

08/05/2022

8/5/2022 8:22:47 AM EDT

DATE

8/5/2022 12:39:02 PM EDT

SELLER/LANDLORD

DATE

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE

Effective 02/10/19



Purchase Contract

Approved by
Firelands Association of Realtors



1 **1. PROPERTY.** The undersigned Purchaser(s), THE CITY OF HURON
 2 (whether one or more), hereinafter called the "Purchaser", hereby offers to purchase from the undersigned
 3 Seller(s), hereinafter referred to as the "Seller", (whether one or more), and the Seller agrees to sell the
 4 following described premises:
 5 Property Address: 306 LINDEN DRIVE HURON, OH 44839
 6 Parcel#: 43-00095.000 (hereinafter "Property")

7 The Property shall include the land, all appurtenant rights, privileges and easements, all buildings and fixtures and
 8 such of the following as are now on the Property, in their present condition, including without limitations : All
 9 window/door shades, awnings, storms and screens, curtain/drapery rods and fixtures, TV antennas and satellite
 10 dishes (unless leased), garage door openers and controls, security system(s), gas or electric heaters that are affixed or
 11 attached, water heater and softener (unless leased), incinerator, all heating, plumbing and bathroom fixtures, affixed
 12 mirrors, all built-in appliances and accessories, door bells, all tacked down carpeting and flooring, light fixtures and
 13 ceiling fans, fireplace screen and equipment/ornaments, water treatment systems and tanks (unless leased), all
 14 landscaping and fuel tank(s), (unless leased) including fuel, swimming pools and related equipment, fire and smoke
 15 detectors, and all that is real estate including: _____

16
 17 The Following Shall be **excluded**: _____
 18

19 **2. PURCHASE PRICE.**

20 Purchaser agrees to buy and Seller agrees to sell the Property for a sum of - \$ 5,000.00
 21 Payable as follows:
 22 (a) Earnest money as paid (upon acceptance) shall be deposited in a
 23 trust account with: _____
 24 and credited against the purchase price _____ \$ 500.00
 25 (b) Balance of money to be deposited at closing _____ \$ 4,500.00
 26 (c) Financing by a lending institution
 27 ☐ Conv. ☐ FHA ☐ V.A. ☐ Other _____ \$ _____
 28 (d) Financing by the Seller in the form of: CASH OFFER

29 **3. EARNEST MONEY.** The earnest money of Purchaser receipted for below shall be held in trust and disbursed as
 30 follows:
 31 (a) If this Purchase Contract is accepted, the earnest money shall be credited against the purchase price at
 32 closing;
 33 (b) If this Purchase Contract is not accepted within the provided time herein or if this Purchase Contract is
 34 accepted and Seller fails or refuses to perform any obligation under this agreement, or any condition of
 35 contingency is not fulfilled through no fault of the Purchaser, the earnest money shall be returned, upon
 36 written request, in full to Purchaser. The return of earnest money shall not be considered a complete release
 37 of any and all claims of Purchaser against Seller.
 38 (c) If this Purchase Contract is accepted and Purchaser fails or refuses to perform any obligation under the
 39 Purchase Contract, all earnest money shall be forfeited by Purchaser and disbursed to Seller. The return of
 40 earnest money shall not be considered a complete release of any and all claims of Seller against Purchaser.
 41 (d) In the event of a dispute between the Seller and Purchaser regarding the disbursement of the earnest money,
 42 and the Broker is holding the earnest money deposit, the Broker is required by Ohio law to maintain such funds
 43 in the broker's trust account until the Broker receives (a) written instructions signed by the parties specifying
 44 how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money

Purchaser's Initial [ML] Address 306 LINDEN DRIVE Seller's Initial [JD]

45 is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust
46 account, the parties have not provided the Broker with such signed instruction or written notice that such legal
47 action to resolve the dispute has been filed, the Broker shall return the earnest money to the Purchaser with
48 no further liability to, or with no further notice to the Seller.

49 **4. FINANCING.** Purchaser agrees that within N/A days of acceptance of this Purchase Contract, Purchaser
50 shall apply for a loan at currently prevailing rates and terms for the area, at a lending institution of the Purchaser's
51 choice. Such application must be made in good faith, and Purchaser shall use best efforts to obtain said loan. If
52 Purchaser cannot obtain a commitment for such financing within N/A days after Seller's acceptance of this
53 Purchase Contract, this Purchase Contract shall thereupon terminate, be null and void, and the earnest money shall
54 be returned in full to Purchaser. Purchaser shall inform selling Agent, immediately upon receipt of a definite
55 commitment or non-commitment of financing.

56 **5. CLOSING DATE.** The title shall transfer from the Seller to the Purchaser on or before 9/16
57 20 22. TIME IS OF THE ESSENCE IN THIS CONTRACT.

58 **6. POSSESSION.** Seller shall deliver possession to Purchaser in the same condition as of the date of acceptance of this
59 contract, except for ordinary wear and tear and clear of all Seller's personal property and debris, on or before
60 9/16/22 at 3 AM ☐ PM ☒ Seller shall remain, rent free, but pay to
61 Purchaser \$ N/A per day for each day of Possession by Seller beyond said Possession Date. This fee shall not be
62 construed as Purchaser's exclusive legal remedy.

63 **7. UTILITIES.** Seller shall be liable for any requirements required by gas, electric, and/or other utility companies
64 at the time of transfer of utilities, even though such transfer may occur after Closing. Seller shall pay all accrued
65 utility bills to the date of delivery of possession of the Property. Purchaser shall transfer utilities into his or her
66 name by the time Purchaser takes possession of the Property. Escrow/Closing agent is authorized to withhold
67 \$ N/A from Seller's proceeds to secure payment of final water and/or sewer bills or to use such funds to
68 reimburse the Seller upon Escrow Agent's receipt of paid final billings from Seller.

69 **8. TITLE.** An Owner's Fee Policy of Title Insurance in the amount of the purchase price, shall be issued, showing Seller
70 or insuring Purchaser, good and marketable title in fee simple, free and clear of all liens and encumbrances except
71 those specifically set forth in this agreement. Merchantability of title shall be determined in accordance with the
72 Standards of Title Examination by the Ohio State Bar Association. If a defect in the title appears, Seller shall have
73 thirty (30) days after notice to remove such defect. If the defect cannot be remedied, then, at the option of the
74 Purchaser, all funds and documents shall be returned to the parties depositing them and this Purchase Contract shall
75 be null and void.

76 **9. TITLE PROVIDER.** Title evidence and escrow services shall be provided by Hartung Title Agency
77 (Company). All funds and documents necessary for the completion of this transaction shall be placed in escrow by
78 Seller and Purchaser with Company at the direction of Company. Title shall be transferred to
79 City of Huron.

80 **10. CONVEYANCE.** Seller shall deliver to Purchaser a General Warranty Deed with the appropriate release of dower
81 (or Fiduciary Deed, if applicable) conveying a good marketable title in the Property to the Purchaser free and clear of
82 all liens and encumbrances whatsoever except: (a) Any mortgages, liens and encumbrances created or assumed by
83 the Purchaser; (b) restrictions, reservations, covenants, conditions, limitations of record and easements of record; (c)
84 oil and gas leases of record; (d) zoning ordinances, if any; (e) legal highways; and (f) taxes and assessments, which are
85 a lien, or which have not been certified to the auditor or which have been certified but have not been placed on the
86 duplicate or have been deferred, but not yet due and payable.

87 **11. CONDITION OF PROPERTY.** Purchaser agrees to purchase the Property, including the land, buildings,
88 improvements and fixtures in their present physical condition, and acknowledges that he has examined the physical
89 condition, value, character, and size of the Property and signed this Contract as a result of said examination.
90 Purchaser acknowledges that Purchaser has thoroughly examined the Property, and that Purchaser has had full
91 unimpeded access to the Property. Seller states that there are no citations filed by authorities alleging any zoning or

Purchaser's Initial ME Address 306 Linden DR Seller's Initial JD

building code violations, and, that to the best of his knowledge, exercising reasonable care and diligence, all gas lines, valves and appliances are free from gas leaks, and any well and/or on-site sewage disposal system now in use is in safe operating condition and is not a health hazard. Purchaser and Seller agree to hold Broker, agent, or employees harmless from and against any liability for damage resulting from any misrepresentation by Seller or Purchaser. Purchaser is aware of and accepts the fact that the Property may be located within a Flood Plain area and that Flood Insurance may be required.

12. INSPECTIONS. This Purchase Contract shall be subject to the following inspection(s) by an Ohio Licensed Home Inspector of Purchaser's choice within the specified number of days from acceptance of binding contract. Purchaser assumes sole responsibility to select and retain an Ohio Licensed Home Inspector for each requested inspection and releases the Broker and its agents of any and all liability regarding the selection or retention of the inspector(s). If Purchaser does not elect inspections, Purchaser acknowledges that Purchaser is acting against the advice of Purchaser's Agent and Broker. When acting within the scope of their professional license issued by the State of Ohio, the following are not required to have an Ohio Home Inspector's License or Real Estate License and are exempted from the requirements of the same when inspecting the Property or performing any work related to the Property: State or local building code officials; Certified Architects; Registered Professional Engineers; Licensed or Registered HVAC Contractors, Refrigeration Contractors, Electrical Contractors, Plumbing Contractors or Hydronic Contractors; Licensed Appraisers; Certified Insurance adjusters; Environmental Testers including Radon; and Licensed Pesticide Applicators.

Furthermore, if Purchaser chooses not to inspect the property, it shall be construed that the Purchaser has accepted the condition of the property as satisfactory.

Purchaser understands that all real property and improvements may contain defects and conditions that are not readily apparent, which may affect a property's use or value. Purchaser and Seller agree that any real estate Broker, Agent or Employees do not guarantee and in no way assume responsibility for the property's condition. Purchaser acknowledges that it is the Purchaser's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Purchaser's inspector regarding the condition and systems of the property. Purchaser further releases any Brokers, Agents or Employees from any responsibility in attending or participating in the inspection process.

For purposes of this contract "material defects" DO NOT include minor maintenance and or repair items. Conditions disclosed to Purchaser in writing by Seller or Seller's agent prior to acceptance of this contract, or maintenance and repair items totaling less than \$500.00 shall be assumed by Purchaser and shall be considered minor maintenance and repair items.

YES/NO	INSPECTIONS	EXPENSE OF INSPECTION
<input type="checkbox"/>	a. TERMITE/PEST _____ Days from acceptance	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	b. GENERAL HOME _____ Days from acceptance	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	c. SEPTIC SYSTEM _____ Days from acceptance	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	d. WATER POTABILITY _____ Days from acceptance	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	e. LEAD BASED PAINT _____ Days from acceptance	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	f. RADON _____ Days from acceptance	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	g. MOLD _____ Days from acceptance	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER
<input type="checkbox"/>	h. _____ Days from acceptance	<input type="checkbox"/> PURCHASER <input type="checkbox"/> SELLER

The Purchaser shall have three (3) days after receipt of each inspection report to choose and perform one of the following:

- Remove the inspection contingency and accept the Property in its "AS IS" present physical condition. If the Property is accepted in its "AS IS" present physical condition, then Purchaser shall sign an addendum removing the inspection contingency pertaining to that specific inspection; OR
- Accept the Property subject to Seller's repair by a qualified contractor of material defect(s), if any, not previously disclosed in writing by seller. Purchaser agrees to provide Seller with a copy of all inspection reports. Seller shall then have five (5) days from Seller's receipt of Purchaser's written request to agree in writing which material defect(s), if any, shall be corrected by Seller. If Purchaser and Seller do not agree in

Purchaser's Initial ML Address 306 Lyndin Dr. Seller's Initial JD

writing within those five (5) days, then this Purchase Contract shall be null and void, and Seller and Purchaser agree to sign a mutual release, whereupon the earnest money shall be returned to Purchaser. Seller agrees to provide reasonable access to the Property for Purchaser to review any such conditions corrected by Seller; OR

C. Terminate this Purchase Contract if Purchaser's written inspection report(s) identify material defects not previously disclosed in writing by Seller, if repair amounts are \$500 or more. If Purchaser elects to terminate, Purchaser agrees to provide a copy of the written inspection report(s) provided by qualified inspector to Seller, and both parties agree to sign a mutual release, whereupon the earnest money shall be returned to Purchaser. Purchaser's failure to notify the Seller in writing within three (3) days of receipt of each individual inspection report shall be considered approval of the property and its conditions.

13. RISK OF LOSS: If any buildings or other improvements on the subject premises are damaged or destroyed prior to Closing, then said Purchaser shall have the option of (a) accepting the proceeds of any insurance payable, if any, as a result of such damage or destruction or (b) terminating this Contract in which the latter case all funds and documents shall be returned to the parties depositing them and this Contract shall be null and void. If Purchaser does not select Option (a) or (b) within fifteen (15) calendar days after receiving notice of such damage or destruction, the Purchaser shall be presumed to have elected to complete the transaction.

14. LIABILITY. Purchaser acknowledges that Purchaser has ☐ has not ☒ received the Ohio Residential Property Disclosure Form and agrees to hold the Broker(s) and its Agents harmless from any misrepresentations, misstatements or errors made by the Seller on said form. Purchaser also acknowledges and agrees that real estate Brokers and Agents are not tradesmen, and have no obligation to verify or investigate the information provided by the Seller on said form. Purchaser also acknowledges that Brokers and Agents have no duty to assist Seller in completing the Ohio Residential Property Disclosure Form. No party to this agreement shall rely solely on any statements made by any other party, real estate Broker or Agent regarding the condition of said property. All parties agree to hold harmless all real estate Brokers, Agents and employees involved in this transaction for any liability for damages resulting from any misrepresentation by Purchaser and/or Seller.

15. HOME WARRANTY. Yes ☐ No ☒ to be furnished and paid for by ☐ Seller or ☐ Purchaser. Warranty may be limited in scope. Brokers may receive compensation from the sale of the Home Warranty. Warranty Company: N/A Cost \$

16. TAXES, ASSESSMENTS AND PRORATIONS. Unless otherwise so stated in this Purchase Contract, all real estate taxes and assessments shall be prorated as of deed recordation date on the basis of the latest available certified tax duplicate. Additionally, any tenant rents, condominium fees, homeowners' association fees, maintenance fees and interest on any mortgage assumed by Purchaser, if any, shall be prorated as of deed recordation date. Any Security Deposits shall be credited to Purchaser.

In the event the property shall be deemed subject to any agricultural tax recoupment, the (CAUV) ☒ Purchaser ☐ Seller agrees to pay the amount of such recoupment.

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

17. SELLER CHARGES PAID THROUGH ESCROW. On or before the Closing date identified above in Section 5, Seller shall pay through escrow:

- (a) ~~Any real estate transfer fee or tax;~~ ☐ ☒
- (b) Taxes and assessments due and payable on the date of transfer;
- (c) After taxes and assessments have been prorated to the date of transfer, the amount of prorated taxes and assessments which are a lien, but not yet due and payable;
- (d) Any amount required to discharge of record any mortgage, lien or encumbrance;
- (e) Any amount required to satisfy Seller's final water bill and/or sewer bill, and any public utilities;

Purchaser's Initial ME Address 306 Linden Dr. Seller's Initial JD

- 188 (f) ~~The cost of the title examination, and one-half (1/2) the cost of insuring premium for the Owner's Fee Policy of~~
 189 ~~Title Insurance;~~ [ML] [JD]
 190 (g) The cost of deed preparation;
 191 (h) The amount due Purchaser by reason of proration;
 192 (i) The commission to Broker(s) payable by Seller as per listing agreement;
 193 (j) One-half (1/2) of the escrow/closing fee, or as demanded by loan/lender requirements;
 194 (k) Any other penalties, delinquencies or charges which are or may become due as a direct result of the Seller's
 195 ownership of the Property, or any other liens or charges that may become liens by reason of the acts or failure
 196 to act of the Seller. Seller shall also pay directly all utility charges, including water and sewer rents, to the date
 197 of filing the deed for record or the date of possession by Purchaser, whichever is later. Seller shall maintain
 198 adequate fire and casualty insurance on the Property until the Deed is filed for our record.
 199 (l) Other _____

200 **18. PURCHASER CHARGES PAID THROUGH ESCROW.** On or before the Closing date identified above in Section 5,
 201 Purchaser shall pay through escrow:

- 202 (a) The cost of preparation and recording any mortgage placed on the Property by Purchaser and all costs and fees
 203 incidental thereto;
 204 (b) The cost of recording the deed, any mortgage and all costs and fees incidental thereto;
 205 (c) One-half (1/2) of the escrow/closing fee, unless otherwise demanded by loan or lender requirements [ML] [JD]
 206 (d) ~~One-half (1/2) cost of insuring premiums for Owner's Fee Policy of Title Insurance~~
 207 (e) Commission, if any, to Purchaser's Broker payable by Purchaser as per the Buyer-Broker agreement;
 208 (f) Other TITLE EXAMINATION - TRANSFER TAX TO ERIL COUNTY [ML] [JD]

209 **19. FAIR HOUSING STATEMENT.** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section
 210 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell,
 211 transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or
 212 rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because
 213 of race, color, religion, sex, familial status, as defined in 4112.01 of the Revised Code, ancestry, military status
 214 as defined in that section, disability as defined in that section, or national origin or to so discriminate in
 215 advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage
 216 services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by
 217 representations regarding the entry into the neighborhood of a person or persons belonging to one of the
 218 protected classes.

219 **20. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW.** The local sheriff is required to provide
 220 written notice if certain sex offenders reside in the area. This agreement is conditioned upon Purchaser's
 221 satisfaction with Purchaser's investigation of public records available. In the event that Purchaser's
 222 investigation uncovers information that would be unsatisfactory to the reasonable purchaser, Purchaser
 223 may terminate this agreement within five (5) business days from written acceptance of this contract. The
 224 Purchaser shall rely on Purchaser's own inquiry with the local sheriff's office as to the registered sex offenders
 225 in the area and shall not rely on the Seller or any real estate agent regarding such matters.

226 **21. ADDENDA.** Additional terms and conditions in the following addenda and/or attachments are made part of this
 227 agreement: ☒ Agency Disclosure Statement; ☐ Residential Property Disclosure Form; ☐ Lead Based Paint
 228 Disclosure; ☐ H.O.A. or Condominium By-laws; ☐ Rental/Investment; ☐ House Sale Contingency; ☐ FHA
 229 Addendum; ☐ Other _____

230 **22. IT IS FURTHER AGREED.** An additional \$300 Broker Admin. fee, to be paid by the buyer, to Simply
 231 Better Realty, LLC. This fee will not be charged on government-funded VA real estate transactions.

232 Offer Contingent on City Council Approval By 8/11/2022 [ML] [JD]
 233

Purchaser's Initial [ML] Address 306 Linden Drive Seller's Initial [JD]

23. COMMISSION. In the event of acceptance, Seller agrees and instructs the escrow agent to pay the Listing Broker a commission in accordance with the listing agreement and the Listing Broker's agreement with the Selling Broker.

24. SETTLEMENT STATEMENT/CLOSING DISCLOSURE. Seller and Purchaser hereby authorize the escrow agent to send a Settlement Statement/Closing Disclosure to their Brokers and Agents listed in this contract for their review prior to closing and for their records after closing of this contract.

25. ACCEPTANCE REQUIREMENTS. Time is of the essence in all provisions of the Contract. This Offer to Purchase remains open for acceptance until 8/10, 2022 at 10 AM ☐ PM ☒ Upon Acceptance, it shall become a binding contract upon and accrue to the benefit of the Purchaser and Seller and their respective heirs, executors, administrators and assigns. This binding contract shall be governed by the laws of the State of Ohio. Unless otherwise specified herein, all provisions of this Contract shall survive Closing.

In the event that this Offer is countered, the above time limit shall no longer apply. All parties hereby acknowledges receipt of a copy of this Contract with fax, e-mailed copies, and electronic signatures as acceptable methods of communication in this transaction and shall have the same binding effect upon the parties

Upon acceptance and delivery this becomes a legally binding contract. Purchaser and Seller are each responsible to obtain for themselves sufficient information and guidance pertaining to financial, legal, and tax consequences of this purchase and sale. For purposes of this contract, "days" shall be defined as calendar days.

PURCHASER Signature: X Matt Laska Date/Time 08/05/2022
8/5/2022 9:18:13 AM EDT

(print name here)

PHONE #'S: _____ CELL: 440-225-1956 E-MAIL ADDRESS: MAT.LASKO@HURON.OHIO.US
 ADDRESS: 417 Main Street Huron, OH 44839

PURCHASER Signature: X _____ Date/Time _____

(Print name here)

PHONE #'S: _____ CELL: _____ E-MAIL ADDRESS: _____

ADDRESS: _____

26. ACTION BY SELLER: The undersigned Seller has read and fully understands the foregoing offer and hereby: (Initial one)

____ ACCEPTS that Offer; and agrees to convey the Property according to the above terms and conditions.

____ REJECTS said Offer.

____ COUNTER OFFER according to the above modifications initialed by Seller or attached on counter offer addendum, if any, which counter offer shall become null and void if not accepted in writing on or before (specific date) _____, 20____ at _____ AM ☐ PM ☐

SELLER Signature: X Josh Didian, Trustee Date/Time 08/05/2022
8/5/2022 12:39:13 PM EDT

(Print name here)

PHONE #'S: _____ CELL: _____ E-MAIL ADDRESS: _____

ADDRESS: _____

SELLER Signature: X _____ Date/Time _____

(Print name here)

PHONE #'S: _____ CELL: _____ E-MAIL ADDRESS: _____

ADDRESS: _____

Purchaser's Initial ML Address 306 Linden Dr. Seller's Initial _____

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Receipt of Earnest Deposit

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Received with Offer \$ _____ ☐ Cash ☐ Check # _____ by: _____

280

Received upon Acceptance \$ 500.00 ☐ Cash ☒ Check # _____ by: _____

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AGENCY CONTACT INFORMATION

283

Listing Broker: Simply Better Realty, LLC Listing Agent: CARIS WEAVER

284

Listing Broker License#: 2021004132 Listing Agent License#: 2005001663

285

Listing Agent E-mail: CWEAVER@EALCUBAHOUSE.COM Listing Agent Phone: 419-239-3295

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Purchaser's Broker: Simply Better Realty Purchaser's Agent: _____

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Purchaser's Broker License#: 2021004132 Purchaser's Agent License#: _____

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Purchaser's Agent E-Mail: _____ Purchaser's Agent Phone: _____

Purchaser's Initial

ML

Address

306 Linden DR

Seller's Initial

JD