

ORDINANCE NO. 2023-7

Introduced by Sam Artino

AN ORDINANCE RATIFYING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT TO PURCHASE APPROXIMATELY 2.23 ACRES OF REAL PROPERTY LOCATED ADJACENT TO CLEVELAND ROAD, WEST, IN HURON, OHIO, AND BEING ALL OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBER 43-00322.000, 43-00600.000, 43-00319.000, 43-00318.000, 43-00317.000, 43-00320.000 and 43-00321.000 IN THE AMOUNT OF NINE HUNDRED AND 00/100 DOLLARS (\$900,000.00), AND DECLARING AN EMERGENCY

WHEREAS, after lengthy negotiations, the City's bid of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) was accepted to purchase of the property located adjacent to Cleveland Road, West, currently known as Oster's Mobile Home Park, identified as Erie County, Ohio Permanent Parcel Number 43-00322.000, 43-00600.000, 43-00319.000, 43-00318.000, 43-00317.000, 43-00320.000 and 43-00321.000 (hereinafter, the "Property"); and

WHEREAS, the Council has determined that time was of the essence in executing the purchase agreement; and

WHEREAS, the Council has determined that the purchase of the Property for public use is in the best interest of the City and its residents.

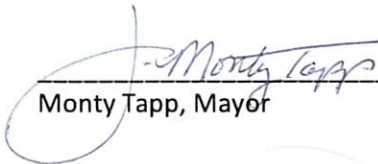
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager's execution of the Purchase Agreement with Oster's MHP LLC, an Ohio limited liability company, for the purchase of approximately 2.23 acres of real property located adjacent to Cleveland Road, West, in Huron, Erie County, Ohio, and being all of Erie County, Ohio Permanent Parcel Number 43-00322.000, 43-00600.000, 43-00319.000, 43-00318.000, 43-00317.000, 43-00320.000 and 43-00321.000, is hereby ratified, a copy of which Agreement is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and it is imperative this Ordinance be effective immediately, **WHEREFORE**, this Ordinance shall be in full force and effect from and immediately after its adoption.

ATTEST: 
Clerk of Council


Monty Tapp, Mayor

ADOPTED: 28 MAR 2023

REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This Real Estate Purchase Agreement and Escrow Instructions (herein called "Agreement") by and between **OSTER'S MHP LLC**, an Ohio limited liability company (*aka* "Osters Mobile Home Park, LLC")(which with its successors and assigns is herein called "Seller") and **THE CITY OF HURON**, an Ohio chartered municipality (which with its successors and assigns is herein called "Buyer") (with Seller and Buyer being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS Seller desires to sell to Buyer the real estate (consisting of approximately 2.23 acres) located adjacent to Cleveland Road, West, in Huron, Erie County, Ohio and being all of Erie County Permanent Parcel Numbers 43-00322.000; 43-00600.000; 43-00319.000; 43-00318.000; 43-00317.000; 43-00320.000; and 43-00321.000 (as set forth on Exhibit A, which is attached hereto and incorporated herein by reference, and as shown on the schematic attached hereto as Exhibit B, which is attached hereto and incorporated herein by reference), including, but not limited to, the land and all appurtenances, hereditaments, rights, privileges and easements appertaining thereto and all structures and improvements and fixtures located thereon and all flora located thereon, all of which are herein collectively called the "Real Estate";

WHEREAS Buyer desires to purchase the Real Estate from Seller on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises made in this Agreement and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Closing Date and Escrow Agent.

1.1 Except as otherwise expressly stated herein, and subject to the provisions of Sections 1.1(a), 6.1(d), and 6.1(e) of this Agreement, all transactions contemplated by this Agreement shall be made after all escrow deposits have been timely made but no later than thirty (30) days after the expiration of the Seller Vacation Period and related Seller Vacation Period Extensions (as applicable) (as defined in Section 6.1(e) of this Agreement) (herein called the "Closing Date"). The Closing Date may be an earlier or later date only as mutually agreed in writing by the Parties to this Agreement.

(a) Notwithstanding any contrary provision of this Agreement, Buyer shall have the right to extend the Feasibility Period (as defined in Section 6 of this Agreement) for one (1) ninety (90)-day period by providing Seller written notice of same on or before the expiration of the Feasibility Period, as may be extended (as defined in Section 6 of this Agreement) and as referenced in Section 6.1(d) hereof.

1.2 Hartung Title Agency, Inc., 327 East Washington Street, Sandusky, Ohio 44870 (herein called "Escrow Agent" or "Title Company") shall be the Escrow Agent, subject to the Escrow Agent's standard conditions for the acceptance of escrow, except as otherwise expressly provided herein.

1.3 Notwithstanding any contrary provision of this Agreement, Seller shall ensure that any and all contracts, leaseholds, licenses, and any and all other access and/or possessory rights of Seller and any owners, tenants, subtenants, licensees and all other third parties in and to the Real Estate are fully extinguished and terminated prior to the Closing Date. For avoidance of doubt, it is the intention of the Parties that Seller shall terminate the rights of all third parties claiming an interest in, and existing occupants of, the Real Estate prior to Closing such that, at Closing, Buyer shall receive the Real Estate

free and clear of all such contracts, leaseholds, and any and all other access and/or legal or equitable interests and/or possessory rights of Seller or any owners, tenants, subtenants, licensees, and all other third parties in and to the Real Estate. Any and all remaining mobile units, equipment, utility lines, and any and all personal property remaining on the Real Estate from and after Seller's verification to Buyer that there are no remaining legal and/or equitable interests, residents or leaseholds in and to the Real Estate, shall be automatically deemed abandoned property and may be discarded by Buyer as Buyer sees fit, at Buyer's sole cost and expense, but without cost, fee, expense, or liability as a result of any actual or threatened claims Seller or any third parties whatsoever. But for the inclusion of this Section 1.3, Buyer would not have entered into this Agreement.

2. Sale of Real Estate in Escrow.

Seller shall sell and convey the Real Estate to Buyer, and Buyer shall purchase the Real Estate from Seller, in accordance with the terms and conditions hereof. The purchase price for the Real Estate (herein called the "Purchase Price") shall be **Nine Hundred Thousand and No/100 Dollars (\$900,000.00)**, no part of which shall involve Seller financing.

3. Seller's Deposits in Escrow.

(a) Subject to the provisions of Section 1.1(a) and Section 6 of this Agreement, and provided the conditions precedent referenced in Section 6 are satisfied or waived by Buyer, Seller shall deposit in escrow with the Escrow Agent within thirty (30) days after the after the expiration of the Seller Vacation Period and related Seller Vacation Period Extensions (as applicable) (as defined in Section 6.1(e) of this Agreement):

(i) Seller's good and sufficient general warranty deed (herein called the "Deed") conveying, with general warranty covenants (as defined in Ohio Revised Code Section 5302.06), the Real Estate to Buyer or Buyer's nominee, free and clear of all liens, defects, clouds on the title, contracts, leaseholds, licenses, and any and all other legal or equitable interests, and free of possessory rights of Seller and any owners, tenants, subtenants, and any and all other third parties in and to the Real Estate, and free and clear of all other encumbrances (except zoning restrictions, taxes and assessments which are a lien, but not yet due and payable, and easements and restrictions that are acceptable to Buyer as referenced in Section 7 hereof);

(ii) A Resolution executed by all Members of Seller memorializing that the Seller is authorized to enter into this Agreement, to terminate all contracts, leaseholds, licenses, and any and all other possessory rights of Seller and any owners, tenants, subtenants, and any and all other third parties in and to the Real Estate, and terminate any and all agreements of third parties that permit such possessory rights of third parties in and to the Real Estate (if any) contemporaneous with Closing, that the Resolution is in accordance with the Seller's entity governance documents, and identifying a representative of Seller to execute any and all documents to consummate the transaction(s) contemplated hereunder;

(iii) A mechanic's lien affidavit (herein called the "Affidavit") executed by Seller, stating that all labor and materials for improvements on the Real Estate have been paid for in full;

(iv) Any and all funds and documents (including, but not limited to, Internal Revenue Service Non-Foreign Certificates) reasonably required by the Escrow Agent and title insurer to provide for the opening and closing of escrow and the issuance of the title insurance described herein and the payment of costs charged to Seller;

(v) Evidence reasonably satisfactory to Buyer and Escrow Agent reflecting that all documents executed by Seller have been duly authorized by Seller, and that there are no legal, equitable or possessory interests of third parties in and to the Real Estate;

(vi) Such affidavits and other information, at no cost to Seller, as the Escrow Agent shall reasonably require in order to remove the standard printed exceptions from the Title Policy and the Loan Policy (as such terms are defined in Section 7.1 of this Agreement);

(vii) Such other documents as the Escrow Agent may reasonably require in order to consummate the transaction contemplated by this Agreement; and

(viii) An affidavit of Seller that the representations and warranties of Seller are true and accurate as of and including the Closing Date.

4. **Buyer's Deposits in Escrow.**

(a) On or before five (5) business days after the date this Agreement is executed by the last of the Parties hereto, Buyer shall make a refundable deposit with Escrow Agent of **Twenty-Five Thousand Dollars (\$25,000.00)** (herein called the "Deposit"). Provided Buyer timely accepts the Real Estate on or before the expiration of the Feasibility Period (as may be extended pursuant to Section 6.1(d)) in accordance with the terms and conditions of Section 6, hereof, Buyer shall make an additional deposit with Escrow Agent of Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) (the "Additional Deposit") within five (5) business days after providing written notice of acceptance to Seller in accordance with Section 6.1(b), which Additional Deposit shall be nonrefundable to Buyer save and excepting (i) Seller's breach of the Agreement, or (ii) the transactions contemplated hereby do not close, and the Real Estate does not transfer to Buyer, on or before the date that is one (1) year from the date the Additional Deposit is received by the Escrow Agent (as referenced in Section 6.1(e)(ii)). The Deposit and Additional Deposit (as applicable) shall be held by Escrow Agent in an interest-bearing account for Buyer's benefit and shall be credited against the Purchase Price in the event that this transaction closes as provided herein. It shall be delivered to Buyer in the event Seller breaches this Agreement or in the event this transaction does not close as a result of failure of any of the conditions set forth below and Buyer provides timely written notice of its election to forego purchase of the Real Estate in accordance with Section 1.1(a) and Section 6 hereof. In the event of failure of any of the conditions such that the transaction contemplated by this Agreement does not proceed to Closing, Escrow Agent

shall return the Deposit and Additional Deposit (as applicable) to Buyer immediately upon Buyer's written notice to Seller of same and Buyer's demand to Escrow Agent therefore. Notwithstanding the foregoing, the Deposit (and Additional Deposit, if made and as applicable) shall be retained by Seller as liquidated damages and as Seller's sole remedy in the event the transaction fails to close due to Buyer's default. Buyer and Seller agree that in the event of Buyer's default or breach, the damages to Seller would be extremely difficult and impracticable to ascertain, and that therefore, in the event of such default or breach by Buyer, the Deposit (and Additional Deposit, if made and as applicable) is a reasonable estimate of the damages to Seller, such damages including costs of negotiating and drafting this agreement, costs of cooperating in satisfying conditions to closing, costs of seeking another buyer, costs of terminating the existing mobile home park operations resulting in the liquidation of the business and eviction of the tenants and homes which will destroy the mobile home park as a viable business interest; opportunity costs in keeping the property out of the marketplace, and other costs incurred in connection herewith. Buyer and Seller agree that said sum shall be the sole damages and the sole and exclusive remedy of Seller, legal, equitable or otherwise, in the event of Buyer's default or breach. In the event of breach of this Agreement by Buyer that is not cured after thirty (30) days' prior written notice of breach from Seller to Buyer and a reasonable opportunity to cure, Escrow Agent shall forward the Deposit and Additional Deposit (as applicable) to Seller immediately upon Seller's written notice to Buyer of same and Seller's demand to Escrow Agent therefore.

(b) On or before the Closing Date, Buyer shall deposit in escrow the Purchase Price, less the Deposit and the Additional Deposit (as applicable).

5. Escrow Instructions.

5.1 The Escrow Agent may proceed to closing if and when:

(a) all conditions precedent (described in Section 6 hereof) are satisfied or waived by Buyer; and

(b) The Title Company is prepared to issue a Title Policy and Loan Policy (as such terms are defined in Sections 7.1) in the amount of the Purchase Price to Buyer and to Buyer's lender (if any) insuring marketable title to the Real Estate to be in Buyer free and clear of all liens and encumbrances, except easements, conditions, and restrictions of record, zoning ordinances and other conditions that may be disclosed by an actual survey of the Real Estate that is accepted by Buyer, in its reasonable discretion, in accordance with Section 6 of this Agreement, excluding and free of any contract, leasehold, or any and all other possessory rights of Seller or any owners, tenants, subtenants, or any and all other third parties in and to the Real Estate, and excluding the exceptions to the Deed warranty covenants, and the mechanic's lien and survey exceptions (to the extent a survey is performed by Buyer). Buyer may further request, at its expense, all other standard Schedule B exceptions deleted and the Title Policy and Loan Policy include all endorsements requested by Buyer, including, but not limited to, a contiguity endorsement (insuring the contiguity of adjoining real estate being purchased by Buyer with the Real Estate) and a Form 3.0 zoning endorsement; and

(c) Seller and Buyer have made all escrow deposits required; and

(d) Escrow Agent has:

(i) performed a special tax search to determine the existence of any uncertified special assessments;

(ii) examined the Financing Statement records of the Erie County Recorder and the Ohio Secretary of State to determine the existence of any security interests in any fixtures comprising the Real Estate that name Seller as debtor or obligor and verifying the removal of same on or before the Closing Date; and

(iii) verified the amount of unpaid water and sewer charges with respect to the Real Estate.

5.2 Upon the Escrow Agent's completion of the items referenced in Section 5.1(a) through (d), above, the Escrow Agent shall confirm there are sufficient funds to eliminate all existing security interests in the Real Estate or fixtures attached thereto and to satisfy any unpaid water and sewer charges (if any). In the event there are insufficient funds to pay the amounts referenced in the immediately preceding sentence, Seller shall have forty-eight (48) hours upon receipt of notice from the Escrow Agent to provide additional funds to permit this transaction to proceed to Closing. This Agreement shall automatically terminate and be null, void and without effect in the event Seller does not make additional deposits, security interests and any unpaid water and sewer charges, and the Deposit and Additional Deposit (as applicable) shall be promptly returned and all Parties shall be released from liability to the other.

5.3 Provided the requirements of Section 5.1(a) through (d) are fully satisfied, the Escrow Agent shall file the deed for record and shall:

(a) Pay the cost of the title search, and charge cost of same to Seller; and Buyer shall pay the cost of the special tax search, ALTA loan policy premium, and the Title Policy and Loan Policy premiums;

(b) Pay the cost of any unpaid water and sewer charges and hold an amount equal to the water and sewer charges for the current billing period (based on the amount for the most recent billing period for which a bill has been issued) and pay the same to Seller upon presentation of a final bill or pay the same to Buyer in the event Seller fails to present a final bill within thirty (30) days of closing;

(c) Pay taxes, prorated assessments, and penalties and interest due and payable on the date of transfer, based upon the last available tax duplicate, and charge the cost of the same to Seller;

(d) After prorating real estate taxes and assessments to the date of transfer (taxes not yet due and payable shall be computed on the basis of the last available tax rate) and pay to Buyer the amount of such prorated taxes which are a lien, but not yet due and payable, and charge the cost of the same to Seller;

(e) Pay the deed preparation fee and auditor's transfer tax and conveyance fee with respect to the transfer of the Real Estate and charge the cost of the same to Seller;

(f) Pay the cost of recording the Deed and charge the cost of the same to Buyer;

(g) Pay escrow fees and charge the cost of the same to Buyer and Seller, equally;

(h) Satisfy and discharge any existing mortgages and liens and security interests of record and pay all commissions (with respect to this transaction), if any, to real estate agents and/or brokers with contracts with Seller, and charge the cost of the same to Seller;

(i) Pay balance, if any, due Buyer by check mailed to Buyer at Buyer's address described below and pay balance to Seller by check payable to Seller mailed to Seller's address described below; and

(j) Deliver to Buyer the Deed, Affidavit and other documents deposited by Seller.

6. Conditions Precedent.

6.1 All of the following shall be conditions precedent to Buyer's obligations hereunder:

(a) Buyer's obligations hereunder are expressly subject to Buyer's review and approval at Buyer's expense of the Real Estate in all respects, and in Buyer's sole discretion, for all things that may be of concern to Buyer, including, but not limited to, zoning approval for Buyer's intended use of the Real Estate, financing for the acquisition and/or development of the Real Estate, the local government comprehensive plan, governmental restrictions and requirements, availability of utilities, subsoil conditions, environmental and wetlands matters, building, zoning and other regulatory laws and ordinances, use restrictions, signage restrictions, any existing or proposed easements affecting the Real Estate, Buyer receiving written confirmation that any and all any contract, leasehold, or any and all other possessory rights of Seller or any owners, tenants, subtenants, or any and all other third parties in and to the Real Estate, and UCC-1 Financing Statements affecting the Real Estate, shall be fully and forever extinguished on or before the Closing Date at Seller's sole cost and expense, and Buyer obtaining maximum allowable tax abatement for the Real Estate (if any), Buyer approving all signage restrictions applicable to the Real Estate, and all other such matters as may be of concern to Buyer.

(b) Buyer shall have until **4:00 p.m. Eastern Standard Time on the date that is ninety (90) days after the last of the Parties to execute this Agreement** (herein called "Feasibility Period") (as may be extended by operations of Sections 1.1(a) and 6.1(d)) in which to determine whether the Real Estate is acceptable to Buyer in all respects, including, but not limited to, Buyer reasonably determining whether there are any one or more adverse factors that materially affect Buyer's ability to utilize the Real Estate. If, on or before the expiration of the Feasibility Period, Buyer, in its sole discretion, determines that the Real Estate is acceptable and elects to proceed with this transaction, Buyer shall give written notice of acceptance to Seller on or before the expiration of the Feasibility Period. In the event Buyer has not provided written notice of acceptance to Seller on or before the expiration of the Feasibility Period, and unless the Parties have mutually agreed to extend the Feasibility Period and/or extend the Closing Date, this Agreement shall be null, void and of no effect and Escrow Agent shall return to each Party all items which have been placed in escrow, including the Deposit. All approvals and decisions concerning acceptability of the Real Estate and related decisions of Buyer shall be made in Buyer's sole and absolute discretion. The foregoing are conditions, not covenants. Buyer shall not be obligated to take any action or make any effort to cause the same to be satisfied and shall use commercially reasonable means in evaluating whether any conditions exist that materially affect Buyer's intended use of the Real Estate. If the dates for satisfaction of the conditions are extended, the date for escrow deposits by Seller and Buyer (as applicable) shall be likewise extended an equivalent period of time. Buyer shall be responsible for all costs incurred to investigate the Real Estate or to satisfy the foregoing conditions, including, but not limited to, environmental assessments, specifically excepting Seller's obligations related to the elimination of any and all any contract, leasehold, or any and all other

possessory rights of Seller or any owners, tenants, subtenants, or any and all other third parties in and to the Real Estate, and elimination of all UCC-1 Financing Statements as referenced in Section 6.1(a) of this Agreement.

(i) In the event that, based upon the timely and diligent review of the property, Buyer and/or appropriately qualified environmental consultants determine the need for additional environmental study, Buyer shall be permitted to perform additional sub-surface investigation(s) without the prior consent of Seller.

(ii) Any inspections, investigation, disturbance or restoration resulting or required will be conducted by Buyer in a manner consistent with the level, care and skill ordinarily exercised by members of the applicable profession currently practicing under similar conditions, and Buyer shall hold harmless and indemnify Seller against any and all costs, demands, claims or causes of action arising out of or related to Buyer's evaluation and inspection of the Real Estate in accordance with this Section 6.1 of this Agreement.

(iii) Buyer shall be responsible for repairing, at Buyer's expense, any damage that may be visited upon the Real Estate as a result of Buyer's inspection(s), and Buyer shall ensure that any portion of the Real Estate that is disturbed by Buyer's evaluation of the Real Estate is returned to its pre-inspection condition.

(c) Buyer and Buyer's agents and contractors and others authorized by Buyer may enter the Real Estate, at any time and from time to time, to survey, inspect and test (including, but not limited to, the removal of soil samples) all or any portion of the Real Estate, all at Buyer's sole cost and expense. Seller will reasonably cooperate with Buyer and Buyer's agents to obtain at Buyer's sole expense information and satisfaction of the foregoing conditions, including, but not limited to, execution of government applications and forms and attendance at private and public meetings.

(d) Notwithstanding any contrary provision of this Agreement, Buyer shall be permitted to unilaterally and voluntarily extend the Feasibility Period for one (1) ninety (90) day period, at no additional cost, fee, or expense to Buyer, by providing written notice of extension of same to Seller on or before the expiration of the Feasibility Period. Any such extension of the Feasibility Period shall be at Buyer's sole option and discretion. In the event this transaction does not close as a result of the Buyer's election to forego the purchase of the Real Estate and timely provides notice of same on or before the Feasibility Period (as may be extended by operation of Section 1.1(a) and this Section 6.1(d)), the Deposit shall be fully-refunded to Buyer.

(e) Provided Buyer timely accepts the Real Estate in accordance with the terms and conditions of Section 6 and timely makes the Additional Deposit with the Escrow Agent, Seller shall have a vacation period of two hundred forty (240) days from and after the date the Additional Deposit is received by the Escrow Agent (the "Seller Vacation Period") to terminate and remove all interests (including but not limited to possessory interests) of third parties from the Real Estate (save and excepting title matters of record that Buyer approves during due diligence [e.g. ordinary and routine utility easements, and any declarations, conditions, easements, and other encumbrances of record approved by Buyer]). Additionally, Seller shall have three (3) additional consecutive sixty (60) day

extension periods each (individually and collectively, the "Seller Vacation Period Extensions") to utilize as needed to remove the interests of third parties (in recognition that eviction proceedings may be necessary in some cases). The foregoing Seller Vacation Period Extensions may be exercised by way of a justifiable and reasonable written explanation and with related support (e.g. court docket) provided to Buyer. Seller shall use the most legally expedient means to remove any and all interests of third parties from the Real Estate prior to the expiration of the Seller Vacation Period Extensions. The Seller Vacation Period Extensions are to be utilized provided Seller is making meaningful and continuing progress to remove the interest of third parties as reasonably determined by Buyer. For avoidance of doubt, Seller shall deliver the Real Estate to Buyer at Closing free and clear of any and all interests of third parties from the Real Estate after Closing whatsoever (save and excepting those matters accepted by Buyer pursuant to Section 7 hereof). Notwithstanding any contrary provision of this Section 6.1(e):

(i) notwithstanding any contrary terms of Section 6.1(e), the Seller Vacation Period Extensions shall automatically and continuously extend until the conclusion of active, ongoing, and verifiable legal proceedings in a court of law involving Seller and any one or more third parties occupying or having any legal or equitable interest in and to the Real Estate are completed (including the expiration of any applicable appeals periods); and,

(ii) if, after eighteen (18) months from the date the Additional Deposit is received by the Escrow Agent the Seller remains unable to provide clear title to the Real Estate free of any and all interests of third parties (save and excepting those matters accepted by Buyer pursuant to Section 7 hereof), the Seller Vacation Period Extensions shall continue to automatically and continuously extend until the conclusion of active, ongoing, and verifiable legal proceedings in a court of law involving Seller and any one or more third parties occupying or having any legal or equitable interest in and to the Real Estate are completed (including the expiration of any applicable appeals periods). Buyer may terminate the transaction upon no less than thirty (30) days prior written notice to Seller and Escrow Agent during the Seller Vacation Periods (as may be extended) only if, in Buyer's reasonable judgment, Seller's litigation efforts are unsuccessful or in the event Seller is dilatory and/or failing to actively and continuously prosecute and/or defend claims of third parties to completion or successfully, in which case Seller and Escrow Agent shall immediately thereafter deliver to Buyer the Deposit and Additional Deposit and any and all interest accrued thereon, and this Agreement shall be null, void and of no effect and Escrow Agent shall return to each Party all other items that have been placed in escrow.

(f) For avoidance of doubt, and in an effort to memorialize the intention of the Parties at the time of execution of this Agreement, the Parties seek to reconcile the interests of Buyer in obtaining title to the Real Estate free and clear of any and all interests of third parties within a reasonable time frame, particularly considering the possible need for ongoing litigation to accomplish same, against the interest of Seller, whom does not want Buyer terminating the Agreement prior to all litigation involving third parties (if any) coming to successful conclusion. The Parties hereby acknowledge and agree that the Parties shall continue to collaborate and actively communicate throughout the transaction in an effort to ensure the transaction embodied herein proceeds to Closing, and the Parties will exercise deliberate patience, prudent judgment, and shall keep one another fully-informed of all matters pertaining to same. Buyer is committed to cooperating with the time necessary for the litigation process (if needed) provided Seller is not dilatory and/or failing to actively and continuously prosecute and/or defend claims of third parties to completion or successfully, and Seller acknowledges and agrees that Seller must be able to deliver the Real Estate to Buyer at Closing free and clear of any and all interests of third parties from the Real Estate after Closing whatsoever (save and excepting those matters accepted by Buyer pursuant to Section 7 hereof). It is further recognized that both the Buyer and the Seller are represented by experienced counsel. Both Parties, Buyer and Seller, represent that they have a full understanding of the fact that legal proceedings to remove any third-party interest and/or claims can be both protracted and very complicated. It is further acknowledged by both parties that there are various

levels of appeal in the legal process utilized to remove those interests. In light of the recitations, both Parties agree that it is nearly impossible to predict with any type of precision or any other true insight as to how long the legal processes may or may not take in order to conclude the litigation that terminates the third parties' interest. It is further recognized that there are in all likelihood 30 third party interests that must be terminated which include both the eviction of persons from the "park" as well as the removal of approximately 30 mobile homes. The Parties further acknowledge the fact that even in the best of times and under the most favorable circumstances, this is still a very complicated matter and may take the aforementioned lengthy time. The Buyer does agree to pursue these matters with all deliberate speed but both Parties recognize the fact that neither Party controls the courts or the timing or scheduling of legal events or procedures that are necessary to terminate the third parties' interests; and

(g) In the event of a dispute concerning the Seller's Vacation Period Extensions and Seller's pursuit of the litigation to terminate third parties' interests, Buyer and Seller agree to submit to mediation with mediator Atty. David Schafer (McCarthy Lebit) within 5 days of the dispute arising. Any agreement signed by the Parties pursuant to the mediation conference shall be binding.

7. Title Commitment.

(a) Buyer shall cause Title Company to issue, within fourteen (14) days after the last of the Parties have executed this Agreement, a commitment for an ALTA Owner's Policy of Title Insurance (with said title policy of insurance being referred to herein as "Title Policy") in the amount of the Purchase Price, and, if requested by Buyer, a commitment for an ALTA Mortgagee's Policy of Title Insurance (with said policy of insurance being referred to herein as "Loan Policy") in an amount to be determined (collectively, the "Commitment"), together with legible copies of all instruments evidencing those matters listed as exceptions in the Commitment, setting forth the state of title to the Real Estate as of the effective date of the Commitment, the Title Company's requirements to delete the standard printed exceptions in the title policy(ies), the results of a special tax search and committing to issue those endorsements reasonably required by Buyer. The Title Company shall deliver a copy of the Commitment to Seller, Buyer, and Buyer's lender. Buyer is not required to object to any tax, judgment, mortgage or mechanics liens which may be shown on the Commitment (collectively "Monetary Liens"), all of which will be discharged at Closing at Seller's sole cost and expense.

(a) Buyer may provide written objections to Seller pertaining to exceptions contained in the Commitment no later than thirty (30) days of Buyer's receipt of the Title Commitment. Upon receipt of such written objections, Seller shall have the right but not the obligation to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of thirty (30) days after receipt of notice thereof in which to do so (and, if necessary, the Closing Date shall be extended). If Seller shall be unwilling or unable to remove or discharge such other liens, encumbrances or objections within such period, then Buyer may, at its option, no later than fifteen business (15) days after Seller notifies Buyer in writing of Seller's unwillingness or inability, either terminate this Agreement or accept title in its then-existing condition. If Buyer shall elect to terminate this Agreement, all deposit sums shall be returned to Buyer (including the Deposit and Additional Deposit, as applicable), and this Agreement shall promptly terminate, with Seller and Buyer having no further right or obligation hereunder to the other. If Buyer fails to give Seller written notice of objection to matters contained in the Commitment on or before the aforesaid thirty (30) days, all matters reflected on the Commitment shall be deemed to be accepted by Buyer.

(b) On or before the Closing Date, Buyer and/or Seller may cause the Title Company to update the Commitment. If the updated Commitment contains exceptions which are not acceptable to Buyer, Buyer in its reasonable discretion may file written objections thereto prior to the completion of Closing. If Buyer timely and properly files written objection to any such item, the same

shall be treated in the same manner as a title defect pursuant to Section 7.1(a), above. If the updated Commitment contains no exceptions other than those reflected on the Commitment, or if Buyer fails to give written notice of new objections to Seller prior to completion of Closing, all matters reflected on the updated Commitment shall be deemed accepted by Buyer, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

8. Survey.

Buyer, at Buyer's sole cost and expense, shall be responsible for all survey costs for one or more surveys obtained by Buyer. All surveys and legal descriptions shall be approved by Buyer.

9. Additional Obligations of Seller Seller shall provide, if available, copies of the following documents to Buyer within five (5) days after Seller executes this Agreement:

(a) all plans, specifications, drawings, plats, permits, licenses, leases, subleases, notices, title policies, surveys, soil studies, EPA assessments, contracts, agreements, guarantees and warranties and all other due diligence, inspection reports, and any and all agreements with third parties for any and all matters pertaining to the Real Estate; and

(b) all plans, specifications, drawings, plats, permits, licenses, leases, subleases, notices, title policies, surveys, soil studies, EPA assessments, contracts, agreements, guarantees and warranties and all other due diligence and inspection reports pertaining to the development of the land surrounding the Real Estate, which shall include all writings detailing the obligations of the developer(s) of the Real Estate and land surrounding the Real Estate, and all proposed or finalized covenants, restrictions, easements and obligations intended to be imposed on the Real Estate or the land surrounding same (if any).

10. A. Representations and Warranties of Seller.

Seller, to the best of its knowledge, makes the following representations and warranties with respect to the Real Estate:

(a) Seller represents, to the best of Seller's knowledge and without the benefit of any due diligence investigation or other inquiry, as follows:

(i) Seller has not placed any Hazardous Substances¹ on or about the Real Estate;

(ii) there are no Hazardous Substances located in, on or about the Real Estate; and

¹ As used in this Agreement, the term "Hazardous Substances" shall be defined as asbestos, urea formaldehyde, petroleum hydrocarbons and other petroleum products (including gasoline, diesel fuel, fuel oil, crude oil, and motor oil and constituents of those products), tetrachloroethylene, polychlorinated biphenyls ("PCB's"), nuclear fuel or materials, chemicals, biological or medical wastes, radioactive materials, explosives, known carcinogens, petroleum products, and all dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, or substances defined as hazardous or as a pollutant or a contaminant in, or the release or disposal of which is regulated by any Federal, State or local environmental laws or regulations.

(iii) there are no underground tanks, of any nature, whether used or unused, located on the Real Estate.

(b) Seller represents and warrants that Seller shall not disclose the identity of Buyer or the terms and conditions of this Agreement to any third party, except Seller's attorneys and other professional representatives representing Seller, without the prior written consent of Buyer.

(c) Seller represents and warrants that the execution and delivery of this Agreement and performance thereunder by Seller will not conflict with or result in a violation of, or breach of, or constitute a default under any terms, conditions or provisions of any material judgment, decree, loan agreement, bond, note, resolution, indenture, mortgage, deed of trust or other arrangement or instrument to which Seller is a party.

(d) Seller represents and warrants that Seller and all persons or entities occupying the Real Estate have not engaged any contractor(s) to perform work on the Real Estate for which any expenses incurred with respect to materials, material men, laborers, contractors and subcontractors used in connection therewith have not been paid in full.

(e) Seller represents and warrants that no action or proceeding to which Seller is a party relating to use of the Real Estate is pending, nor has Seller received written notice that any such action is threatened with respect to the Real Estate.

(f) Seller represents and warrants that Seller shall not enter into any contracts or other commitments regarding the Real Estate with any governmental authorities (including, but not limited to, zoning changes, site plan approvals, density shifts, platting or replotting) or with any private person or party, without first having obtained the prior written consent of Buyer thereto in each and every instance, provided Buyer is not in default under this Agreement.

(g) Seller represents and warrants that it shall ensure the elimination of any and all and all any contracts, leaseholds, licenses, and any and all other possessory rights of Seller and any owners, tenants, subtenants, and any and all other third parties in and to the Real Estate prior to Closing consistent with the requirements of Section 1.3 hereof, and Seller shall not otherwise transfer, encumber, pledge, mortgage, hypothecate, transfer, encumber, or otherwise dispose of all or any portion of the Real Estate or create or permit the creation on the Real Estate of any easements, liens, leases, mortgages, encumbrances, or any other interests whatsoever, for the duration of this Agreement.

(h) Seller represents and warrants that Seller has received no written notice of any ongoing or pending foreclosure action or any violations of or citations with respect to any other law, statute, rule or regulation.

(i) Seller represents and warrants that all information provided to Buyer by Seller, and all information to be deposited in escrow by Seller, is true and accurate, and that no information which could materially and adversely affect Buyer has been concealed by Seller.

(j) Seller represents and warrants that it has all necessary and proper authority to enter into this Agreement and consummate all transactions contemplated herein.

(k) Seller represents and warrants that Seller will cooperate prior to closing, in all material respects and lend their best efforts in assisting Buyer with completion of all inspections.

(l) Seller represents and warrants that, as to Erie County Permanent Parcel No. 43-00600.000, the conveyance recorded as Erie County Instrument Number RN201709680 (vesting title in "Osters Mobile Home Park, LLC") is intended to vest fee simple title of said parcel in and to Seller, and Seller claims undisputed fee simple ownership of Erie County Permanent Parcel No. 43-00600.000, and has claimed undisputed fee simple ownership of said parcel since April 18, 2017 (the date the conveyance was executed by Buyer [the then-existing grantor]).

(m) Seller represents and warrants that Seller shall immediately notify Buyer in writing in the event any portion of the foregoing representations and warranties ceases to be true, provided Seller has actual notice of same.

10. B. Warranties and Representations of Buyer.

Buyer makes the following representations and warranties with respect to this Agreement:

(a) Buyer represents and warrants that it has all necessary and proper authority to enter into this Agreement and consummate all transactions contemplated herein; and

(b) Buyer represents and warrants that it has the financial ability to consummate and close this transaction.

10. C. Survival of Warranties and Representations.

The foregoing representations and warranties shall be deemed to have been reaffirmed on the Closing Date and shall survive the Closing Date, recording of the Deed and consummation of this transaction for one (1) year from date of Closing.

11. General Indemnification.

(a) Seller shall defend, indemnify and hold Buyer harmless from and against all actual or threatened actions, causes of action, claims, fines, fees, judgments, penalties, expenses liabilities, injuries, damages, losses or costs (including, but not limited to, court costs, attorneys' fees, consultant and expert fees, fines and penalties and amounts paid for settlement of claims) and other charges suffered or incurred by Buyer arising, directly or indirectly, from Seller's breach of any covenant or warranty of this Agreement, with respect to the enforcement of any of Buyer's rights hereunder, for breach of this Agreement (including but not limited to Seller's obligations referenced in Section 1.3 hereof), claims of any and all third parties directly or indirectly relating to the Real Estate in any respect for claims or incidents that arose or accrued on or before the Closing Date (which shall include, but not be limited to, claims of third parties for removal and/or disposal of any and all mobile units and/or personal property that remain on the Real Estate from and after Closing as outlined in Section 1.3), or any obligations of Seller hereunder.

(b) Buyer shall defend, indemnify and hold Seller harmless from and against all claims, fines, judgments, penalties, liabilities, injuries, damages, losses or costs (including, but not limited to, court costs, attorneys' fees, consultant and expert fees, fines and penalties and amounts paid for settlement of claims) and other charges suffered or incurred by Seller arising directly or indirectly from Buyer's breach of any covenant or warranty of this Agreement, with respect to the enforcement of any of Seller's rights, or any obligations of Buyer hereunder.

12. Real Estate Broker and Real Estate Agent Fees.

The Parties specifically represent to each other that no real estate agent or real estate broker has been utilized by either Party. The Parties jointly agree to defend, indemnify and hold each other harmless for any expenses arising as a result of any claims, debts or demands which may result from any other real estate broker and/or agent as a result of the sale of Seller's real property. Said indemnification agreement shall include, but not be limited to, all costs of litigation and shall include any attorney's fees.

13. Risk of Loss.

Seller shall bear the risk of loss for the Real Estate up to and including the Closing Date. In the event the Real Estate is damaged or suffers casualty or diminution of value that, in the sole discretion of Buyer, materially alters the condition and value of the Real Estate, Buyer may voluntarily and unilaterally terminate this Agreement upon written notice to Seller, and all documents and the Deposit held by the Escrow Agent shall be returned to the Party depositing same, and each Party shall be relieved of all liabilities and obligations to the other, except for Buyer's obligations to Seller as outlined in Section 6.1(b)(iii) of this Agreement.

14. Notice.

Any and all communications and correspondence shall be directed as referenced below:

If to Seller:

with a mandatory
copy to:

Louis M. Borowicz, Esq.
Baxter & Borowicz Co. LPA
150 East Wilson Bridge Road, Suite 230
Worthington, Ohio 43085

If to Buyer:

Matthew Lasko
City Manager
City of Huron
417 Main Street
Huron, Ohio 44839

with a mandatory
copy to:

Todd A. Schrader, Esq.
Law Director
c/o Seeley, Savidge, Ebert & Gourash
26600 Detroit Road – Third Floor
Westlake, Ohio 44145

15. Miscellaneous.

(a) Buyer shall have possession of the Real Estate on the date recorded title transfers to Buyer.

(b) This Agreement constitutes the entire agreement between the Parties hereto with respect to the Real Estate and supersedes all prior and contemporaneous agreements, representations, warranties, promises and understandings.

(c) Seller shall promptly notify Buyer in the event of any changes, modifications, damage, or other materially adverse events that deserve to diminish the value of the Real Estate before the Closing Date. Seller shall maintain the current public liability and fire and extended coverage insurance with respect to the Real Estate up to and including the Closing Date.

(d) No waiver by Seller or Buyer and no refusal or neglect of Seller or Buyer to exercise any right hereunder or to insist upon strict compliance with the terms of this Agreement shall constitute a waiver of any provision of this Agreement with respect to any subsequent breach thereof.

(e) Seller's indemnities, representations, warranties, and other obligations shall survive the closing and consummation of all transactions contemplated by this Agreement for one year and shall not be merged in the Deed.

(f) The date of this Agreement shall be the last on which it is executed by a Party hereto.

(g) Any and all claims, demands, causes of action, controversies, and disputes arising as a result of this Agreement shall be venued exclusively in the State Courts of Erie County, Ohio, and the Parties hereto hereby consent to the venue for any such case or controversy in the State Courts of Erie County, Ohio.

(h) This Agreement may be executed in one or more counterparts that, when assembled together, shall mean and refer to the same unitary and fully-integrated Agreement.

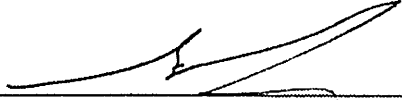
(i) Notwithstanding any contrary provision of this Agreement, this Agreement and the obligations of the Parties hereunder are expressly conditioned upon the Huron City Council approving the terms and conditions of this Agreement, the transactions contemplated hereby, and authorizing the execution of this Agreement, if at all, and Buyer makes no inducements, representations or warranties as to the likelihood of Huron City Council approving and authorizing the execution of this Agreement. Buyer shall seek to obtain all requisite approvals prior to the expiration of the Feasibility Period (as may be extended).

DOCUMENT CONTINUED ON NEXT PAGE

(j) The Parties shall keep the terms and conditions of this Agreement confidential and shall not disclose the existence of this Agreement or its terms to any third parties except those that, in the reasonable judgment of each Party, need to know of same, including professional advisors of each Party. If the provisions of this Section 15(j) are violated, both Parties shall suffer immediate and irreparable harm for which there is no adequate remedy at law, and either Party may obtain injunctive relief for any violation of this Section 15(j), for which no bond shall be required.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date(s) set forth below.

CITY OF HURON

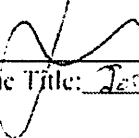
By: 
Matthew Lasko, City Manager

Address: 417 Main Street
Huron, Ohio 44839

"Buyer"

Date: JANUARY 30, 2023

OSTER'S MHP LLC
(aka "Osters Mobile Home Park, LLC")

By: 
Name Title: General Code Co-Trustee
MANAGING MEMBER

Address: AHN, Loris Borowicz
150 E. Wilson Bridge Rd.
Suite 230 Wadsworth, OH 43085
"Seller"

Date: 1/27/2023

EXHIBIT A

Being situated in the State of Ohio, County of Erie, City of Huron, Rye Beach Land Co. Subdivision (PV 08 PG 4-5) and being more definitely described as follows:

Beginning at a 1" iron pipe, found, marking the easterly line of Atwood Place with the southerly extension of the South line of Sublot 171 in said Rye Beach Land Co. Subdivision;

- (1) Thence North $01^{\circ}20'40''$ West along the easterly line of Atwood Place a distance of 27.41 feet to a point on the northerly line of Linden Drive;
- (2) Thence southerly along the northerly line of Linden Drive along an arc of a curve to the left, having a radius of 35.00 feet, a delta of $121^{\circ}24'24''$, a chord bearing of South $62^{\circ}02'52''$ East, a chord distance of 61.05 feet, an arc length of 74.16 feet to a point;
- (3) Thence easterly continuing along the northerly line of Linden Drive along an arc of a curve to the left, having a radius of 287.81 feet, a delta of $28^{\circ}32'47''$, a chord bearing of North $71^{\circ}31'20''$ East, a chord distance of 141.92 feet, an arc length of 143.40 feet to a point;
- (4) Thence northerly continuing along the northerly line of Linden Drive along an arc of a curve to the left, having a radius of 25.00 feet, a delta of $79^{\circ}57'53''$, a chord bearing of North $45^{\circ}48'47''$ East, a chord distance of 32.13 feet, an arc length of 34.89 feet to point on the westerly line of Ridgeview Drive;
- (5) Thence southerly along an arc of a curve to the right, having a radius of 2011.00 feet, a delta of $02^{\circ}02'56''$, a chord bearing of South $04^{\circ}48'23''$ West, a chord distance of 71.91 feet, an arc length of 71.91 feet to a point on the southerly line of Linden Drive;
- (6) Thence westerly along the southerly line of Linden Drive along an arc of a curve to the left, having a radius of 237.81 feet, a delta of $48^{\circ}51'42''$, a chord bearing of South $64^{\circ}35'04''$ West, a chord distance of 196.71 feet, an arc length of 202.80 feet to a point;
- (7) Thence westerly continuing along the southerly line of Linden Drive along an arc of a curve to the left, having a radius of 100.00 feet, a delta of $41^{\circ}29'53''$, a chord bearing of South $19^{\circ}24'16''$ West, a chord distance of 70.85 feet, an arc length of 72.43 feet to a point on the easterly line of Atwood Place;
- (8) Thence North $01^{\circ}20'40''$ West along the easterly line of Atwood Drive, a distance of 156.80 feet to a 1" iron pipe, found and the point of beginning, containing 0.3009 acre, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in January 2013. The bearings were assumed only for the purpose of indicating angles.

EXHIBIT A, Continued

Situated in the City of Huron, in the County of Erie and State of Ohio, and bounded and described as follows:

Being Lots Numbers 186, 187, 188, 189, 190, 275, 276, and 514, in the Rye Beach Land Co., Subdivision formerly in Huron Township, as per plat Recorded in Volume 8 of Plats, Pages 4 and 5, Erie County, Ohio Plat Records, subject however to all legal highways,

PPN's: 43-00317.000; 43-00318.000; 43-00319.000; 43-00320.000; 43-00321.000; and 43-00322.000.

Oster Properties

EXHIBIT B

①	PPN 43-00322.000	Acreage 1.39
②	PPN 43-00600.000	Acreage 0.30
③	PPN 43-00319.000	Acreage 0.04
④	PPN 43-00318.000	Acreage 0.17
⑤	PPN 43-00317.000	Acreage 0.11
⑥	PPN 43-00320.000	Acreage 0.16
⑦	PPN 43-00321.000	Acreage 0.06

Total Acreage 2.23

Legend

- Oster Properties
- City of Huron - Parcels
- Road Centerlines
- Parcels

