

ORDINANCE NO. 2025-2

Introduced by Joel Hagy

AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF HURON, LOCATED ON THE FORMER CONAGRA PROPERTY, ERIE COUNTY PERMANENT PARCEL NO. 42-61270.001; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PROPERTY TO TRIBAN INVESTMENT, LLC; AND DECLARING AN EMERGENCY

WHEREAS, the City owns certain real property formerly known as the ConAgra Parcel in the City of Huron (Erie County PPN: 42-61270.001), and more particularly described in Exhibit "A" to the Agreement defined herein (the "Property"); and

WHEREAS, the City is actively negotiating with Triban Investment, LLC relating to development of the Property, as evidenced by a Letter of Intent between the City of Huron and Triban Investment, LLC authorized by Resolution No. 89-2024 adopted by Council on November 26, 2024; and

WHEREAS, per the terms of the Letter of Intent, the parties have agreed to enter into a Purchase Agreement whereby the City will sell the Property to Triban Investment, LLC for \$750,000.00 per the terms set forth in the agreement, which terms include a provision that the sale is subject to the purchaser insuring public access to the riverfront; and

WHEREAS, this Council desires to sell the Property.

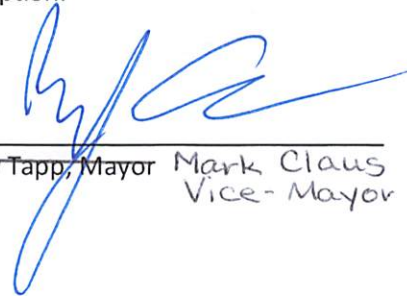
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That, pursuant to the Constitution of the State and the Charter of the City, the manner and procedure for the sale of the Property are prescribed and established by this Ordinance. This Council hereby determines that the Property is not needed for public use other than insuring public access to the riverfront. This Council further determines that, following its review and full consideration of the proposal to purchase the Property, it is in the best interest of the City to sell the Property to Triban Investment, LLC under the terms generally set forth in the Real Estate Purchase Agreement, which agreement shall be substantially in the form of Exhibit "B" attached hereto and made a part hereof.

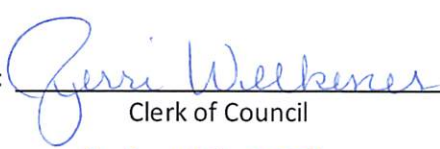
SECTION 2. That the City Manager is authorized and directed to complete negotiations with Triban Investment, LLC for the sale of the Property and to enter into and sign the Agreement on behalf of the City in substantially the form of Exhibit "A". The Agreement is approved with changes therein not inconsistent with this Ordinance and not substantially adverse to the City that shall be approved by the City Manager; provided that the approval of those changes by the City Manager, and their character is not being substantially adverse to the City, shall be conclusively evidenced by the signing of the Agreement. The City Manager is further authorized and directed to sign any deeds, certificates, financing statements, assignments, or other documents and instruments and to take such actions as are, in the opinion of legal counsel to the City, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Agreement. The City Manager is further authorized to take any actions on behalf of the City that are required or permitted to be taken by the City under or pursuant to this Ordinance, the Agreement or any related deed during the period those documents are in effect.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, and for the further reason that commencement of the due diligence period will allow for more timely development of the Property, it is necessary that this Ordinance go into effect immediately; **WHEREFORE**, this Ordinance shall go into effect and be in full force and effect immediately upon its adoption.



Monty Tapp, Mayor Mark Claus
 Vice-Mayor

ATTEST: 

Clerk of Council

ADOPTED: 14 JAN 2025

REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This Real Estate Purchase Agreement and Escrow Instructions (herein called "**Agreement**") by and between **THE CITY OF HURON**, an Ohio chartered municipality (which with its successors and assigns is herein called "**Seller**") and Triban Investment, LLC., an Ohio limited liability company (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 11.2926 acres) known as Erie County Permanent Parcel Number 42-61270.001 (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, covenants, restrictions, and easements appertaining thereto, all structures and improvements and fixtures located thereon (if any) (herein called the "**Real Estate**"); and

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 1.2 and 6.1(d) 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 Feasibility Date (as defined in Section 6 of this Agreement and as may be extended) (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.

1.2 Notwithstanding any contrary provision of this Agreement, Buyer shall have the right to extend the Feasibility Date (as defined in Section 6 of this Agreement) for two (2) consecutive sixty (60) day periods each by providing Seller written notice of same on or before the expiration of the Feasibility Date (as defined in Section 6 of this Agreement) and as referenced in Section 6.1(d) hereof.

1.3 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.

1.4 Notwithstanding any contrary provision of this Agreement, the public shall be granted access on the perimeter and roadways of the Real Estate by way of platted easement and recorded perpetual, non-exclusive easement (herein called "**Public Access Easement**"), which shall be maintained, repaired, and replaced by the Buyer during construction, and then by the homeowners association after completion of the project (which terms shall be included in the homeowners association declarations). Any roadway developed on the Real Estate shall remain private and shall not be dedicated to public use but shall allow general access to the Real Estate for vehicles and pedestrians by way of a perpetual access easement granted to the Seller. But for the inclusion of this Section 1.4, the Seller would not have entered into this Agreement.

1.5 Notwithstanding any contrary provision of this Agreement, the Parties mutually agreeing to the terms of a Developer's Agreement prior to Closing (as referenced in Section 6.2(c) hereof) shall be an express condition precedent to Seller fulfilling its obligations under this Agreement. But for the inclusion of this Section 1.6 and Section 6.2(c), Seller would not have entered into this Agreement.

2. Sale of Real Estate in Escrow.

2.1 Seller shall sell and convey the Real Estate to Buyer, and Buyer shall purchase the Real Estate from Seller in its current "**AS IS, WHERE IS, WITH ALL FAULTS**" condition (and save and excepting Seller's obligations set forth in Section 2(e) below), in accordance with the terms and conditions hereof. The total purchase price for the Real Estate (herein called the "**Purchase Price**") shall be **Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00)**, which shall be paid in the following manner:

(a) **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00)** paid in cash or readily available United States funds to Seller on the Closing Date;

(b) **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** pursuant to the terms of a certain Cognovit Promissory Note from Buyer to Seller (herein called the "**Note**"), which Note shall be secured by a mortgage deed (herein called the "**Mortgage**") filed and encumbering the Real Estate. The Note shall not accrue interest unless there is an event of default, and shall require installment payments as follows:

(i) The Mortgage shall encumber all of the Real Estate and shall secure performance of Buyer in ensuring the City is paid Ten Thousand and No/100 Dollars (\$10,000.00) per unit at the closing for each unit sold; the remaining **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** shall be paid on the first fifty (50) units sold and conveyed to the first of the relevant builder or third-party purchaser. The Note and Mortgage shall be subordinated only to Buyer's primary institutional lender but no other debt.

(c) The Note and Mortgage shall be substantially similar to the Note and Mortgage Deed set forth respectively as Exhibit B and Exhibit C, which are attached hereto;

(d) Notwithstanding any contrary provision of this Agreement, and save and excepting Seller's obligations set forth in Section 9.2, Buyer acknowledges that Buyer is accepting the Real Estate in its "**AS IS, WHERE IS, WITH ALL FAULTS**" condition and without implied or express warranties of any kind (except as may be provided herein), including, but not limited to, warranties of merchantability and fitness for a particular purpose.

(e) IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENTS EXECUTED AT CLOSING, NEITHER SELLER, NOR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, ATTORNEY, BROKER, CONTRACTOR, REPRESENTATIVE OR PROPERTY MANAGER OF SELLER HAS MADE AND ARE NOT NOW MAKING, AND THEY SPECIFICALLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE REAL ESTATE. BUYER HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER

ACKNOWLEDGES THAT BUYER HAS INSPECTED THE REAL ESTATE, OR WILL HAVE SO INSPECTED THE REAL ESTATE PRIOR TO THE DATE OF CLOSING, AND THAT NO RESPONSIBILITY IS ASSUMED BY SELLER WITH RESPECT TO THE PRESENT OR FUTURE CONDITION OF THE REAL ESTATE SAVE AND EXCEPTING THE SEAWALL; AND THAT SELLER SHALL NOT BE LIABLE FOR ANY DEFECT IN THE REAL ESTATE SAVE AND EXCEPTING THE SEAWALL AND AS LIMITED BY THE TERMS OF THIS AGREEMENT, WHETHER PATENT OR LATENT, ORDINARY OR EXTRAORDINARY, FORESEEN OR UNFORESEEN. NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT, BUYER DOES HEREBY AGREE FROM AND AFTER THE DATE OF CLOSING TO RELEASE AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR THREATENED LOSSES, COSTS, DAMAGES, CLAIMS, EXPENSES AND LIABILITIES WHICH MAY HAVE ARISEN OR WHICH MAY ARISE WITH RESPECT TO THE REAL ESTATE. THE PROVISIONS OF THIS SECTION 2(e) SHALL SURVIVE AND SHALL BE ENFORCEABLE AFTER CLOSING AND DELIVERY AND FILING FOR RECORD OF THE DEED AND CONVEYANCE OF THE INTERESTS TO BUYER, AND SHALL NOT BE MERGED THEREIN OR EXTINGUISHED THEREBY.

3. Seller's Deposits in Escrow.

3.1 Provided the conditions precedent referenced in Section 6 are satisfied or waived by Buyer, Seller shall deposit in escrow with the Escrow Agent within ten (10) days after the Feasibility Date (as defined in Section 6.1(b) of this Agreement):

(a) Seller's good and sufficient limited warranty deed (herein called the "*Deed*") conveying, with general warranty covenants (as defined in Ohio Revised Code Section 5302.08), the Real Estate to Buyer or Buyer's nominee, free and clear of all liens, defects, clouds on the title and 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, and the HOA Declaration (as defined below) and related bylaws, and any and all easement(s) required by the Parties);

(b) A Resolution of Seller authorizing this Agreement, and identifying a representative of Seller to execute any and all documents to consummate the transaction(s) contemplated hereunder;

(c) 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;

(d) 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;

(e) Evidence reasonably satisfactory to Escrow Agent reflecting that all documents executed by Seller have been duly authorized by same;

(f) 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); and

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

4. Buyer's Deposits in Escrow.

4.1 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 non-refundable deposit with Escrow Agent of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** (herein called the "**Deposit**"). The Deposit shall be held by Escrow Agent and shall be credited against the Purchase Price in the event 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 (including those closing conditions referenced in Section 6.2 hereof) and/or Buyer provides timely written notice of its election to forego purchase of the Real Estate in accordance with 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 to Buyer immediately upon Buyer's written demand therefore. Notwithstanding the foregoing, the Deposit 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.

4.2 On or before the Closing Date, Buyer shall deposit in escrow:

(a) **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00)** paid in cash or readily available United States, less the Deposit

(b) A Resolution of Buyer authorizing this Agreement, and identifying a representative of Buyer to execute any and all documents to consummate the transaction(s) contemplated hereunder;

(c) The fully-executed Note and Mortgage;

(d) The HOA Declaration (as defined below) and related bylaws as approved by Seller, and any and all easement(s) required by the Seller;

(e) Evidence reasonably satisfactory to Escrow Agent reflecting that all documents executed by Buyer have been duly authorized by same;

(f) 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); and

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

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 Section 7) 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 a survey of the Real Estate that is accepted by Buyer, in its reasonable discretion, in accordance with Section 6 of this Agreement, excluding the exceptions to the Deed warranty covenants, the HOA Declaration (as defined below) and related bylaws, the Public Access Easement (defined below), and any and all easement(s) required by the Parties and the mechanic's lien and survey (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 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 and the cost of any and all endorsements requested by Buyer;

(b) Intentionally omitted;

(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 Mortgage 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 and deliver the Note and Mortgage Deed (after recordation) to 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 including any and all approvals from the Planning Commission and design review approval of the City of Huron and Huron City Council, approval of one or more Development Agreements (as defined in Section 6.2(c) of this Agreement), 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 leasehold interests and/or possessory rights of third parties, 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 the date that is **two hundred seventy (270) days** after the last of the Parties to execute this Agreement (herein called "**Feasibility Date**") (as may be extended by operation of Sections 1.2 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 Feasibility Date, 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 Feasibility Date. In the event Buyer has not provided written notice of acceptance to Seller on or before the Feasibility Date, and unless the Parties have mutually agreed to extend the Feasibility Date 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 the 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 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 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-service 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 with prior written notice to Seller, 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 Date for two (2) consecutive sixty (60) day periods each by providing written notice of extension of same to Seller on or before the expiration of the then-current Feasibility Date, and Buyer complying with the terms and conditions of this Agreement. Any such extension of the Feasibility Date 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 Date (as may be extended by operation of Section 1.2 and this Section 6.1(d)), and provided Buyer is not then in default of this Agreement, the

Deposit shall be fully refunded to Buyer. In the event the Buyer fails to provide timely notice of its election to forego purchase of the Real Estate or Buyer provides such timely notice and the transaction contemplated by this Agreement fails to proceed to Closing and title transfer absent a breach by Seller, Seller shall retain the Deposit as consideration for granting such extension.

6.2 Notwithstanding any contrary provision of this Agreement, the Parties obligations under this Agreement are expressly conditioned upon the following being fully-satisfied on or before the Closing Date:

(a) The proposed site plan and related design of the Real Estate being approved by the Planning Commission of the City of Huron, the Huron Design Review Committee, and, as applicable, the Ohio Department of Natural Resources, the Army Corps., and any other relevant agency; and

(b) Seller shall form the HOA for the Real Estate by executing necessary documents including a homeowner associate declaration for the Real Estate (herein called the "**HOA Declaration**") prior to Closing. All HOA documents and any Planned Unit Development documents, including the HOA Declaration, shall require Seller review and approval prior to expiration of the Feasibility Date (as may be extended). The HOA Declaration shall subject the Real Estate, and any Units (as defined in Section 6.2(c)(vii) of this Agreement) thereof, to certain covenants, conditions, restrictions, easements, charges and liens, including, but not limited to:

(i) The HOA shall maintain, replace, or repair the Seawall (as defined in Section 9.2 of this Agreement) after completion of the Project (as defined in Section 6.2(c) of this Agreement) and from and after expiration of the Five-Year Maintenance Period (as defined in Section 9.2 of this Agreement), and shall establish and manage a Seawall maintenance account for such maintenance, replacement, or repair of the Seawall. Funds from HOA fees shall be deposited in such Seawall maintenance account. The Seawall maintenance account shall be established at the sale of the first Unit, and the funds therein shall be used for maintenance, repair, or replacement of the Seawall from and after the expiration of each of the five-year maintenance periods referenced in Section 9.2 hereof.

(ii) The HOA shall maintain all stormwater and drainage-related facilities and infrastructure on the Real Estate, including any and all effluent pumping offsite, after completion of the project.

(iii) The HOA shall maintain, repair, or replace the Public Access Easement (as defined in Section 6.2(c)(v) of this Agreement) after completion of the project.

(iv) The HOA shall manage and maintain, repair, or replace the Marina (as defined in Section 6.2(c)(xii) of this Agreement) after completion of the project.

(c) The successful negotiation and execution at Closing of a development agreement between the Parties (herein called the "**Development Agreement**") providing terms and conditions with respect to construction and development of the Real Estate by Buyer (herein called the "**Project**"), including but not limited to the following:

(i) Buyer shall procure and provide written proof of financial capacity per the terms of the Development Agreement that is satisfactory to the Seller and sufficient to commence and complete the Project.

(ii) Buyer will ensure public access exists around the West, North and East sides of the Real Estate by way of a perpetual, non-exclusive easement granted to the Seller.

(iii) Buyer shall procure required performance bonding and construction financing to perform and pay for construction of all infrastructure (excluding the New Seawall) to make the Real Estate developable, including but not limited to roadways and utilities (both offsite and onsite) to Seller's satisfaction.

(iv) Any roadway developed on the Real Estate shall remain private and shall not be dedicated to public use but shall allow general access to the Real Estate for vehicles and pedestrians by way of a perpetual access easement granted to the Seller, in addition to an easement being provided to the City for a walking path on the perimeter of the Real Estate.

(v) The public shall be granted access on the perimeter and roadways of the Real Estate by way of platted easement and recorded perpetual, non-exclusive easement by way of a **Public Access Easement**, which shall be maintained, repaired, and replaced by the Buyer during the Project and then by the HOA after the Project (which terms shall be included in the HOA Declaration).

(vi) Seller agrees to maintain insurance on the public access space of the Real Estate.

(vii) Any and all Planning Commission and Design Review Committee conditions and requirements for the Project shall be memorialized in any building permit(s) issued by the Seller, and non-compliance with same may result in one or more citations and/or stop work orders being issued until compliance is achieved.

(viii) All building plans for the Real Estate shall be approved by the Seller in writing and in advance of construction.

(ix) Buyer will use its best commercial efforts to build and find an operator for a restaurant or eatery on the Real Estate.

(x) Buyer shall construct a multi-slip marina on the East side of the Real Estate (herein called the "**Marina**"), which shall be maintained and managed by the HOA after completion of the Project.

(xi) Save and excepting initial New Seawall improvements, the Buyer shall be responsible for all permitting required for the Project, including ensuring the Ohio Department of Natural Resources is engaged in and aware of the Project.

(xii) The Buyer shall commence the Project promptly after receiving all necessary local, state, and federal approvals (as applicable), and shall continue diligently and in earnest to complete the necessary improvements and infrastructure to permit ongoing Project-related construction.

(d) The Seller's approval of, and memorialization and establishment, of green space either through lot split or easement around the perimeter of the Real Estate, which shall likewise include irrevocable and perpetual access by the general public to the streets, roadways, and sidewalks to be incorporated into the Real Estate, which irrevocable and perpetual access by the general public shall be by dedication, easement, or otherwise as the Parties may agree;

(e) Seller's approval of all residential development association documents pursuant to Ohio Revised Code §5311.01, et. seq. and/or Ohio Revised Code §5312.01, et. seq., including enforcement rights of Seller into certain provisions of such association documents; and

In the event of the failure of Seller to satisfy the requirements of this Section 6.2 on or before the Closing Date, Buyer shall be permitted to unilaterally and voluntarily terminate this Agreement and immediately receive a full refund of the Deposit upon written notice to Escrow Agent of same.

7. Title Commitment.

7.1 Buyer shall cause Title Company to issue, within ten (10) 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, herein called 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.

7.2 Buyer may file written objections to exceptions contained in the Commitment on or before the Feasibility Date, and no later than fifteen (15) days from 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). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection. 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 five (5) days after Seller notifies Buyer in writing of Seller's unwillingness or inability, either to 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 this Agreement shall promptly terminate, with Seller and Buyer having no further right or obligation hereunder to the other. If Buyer fails to give written notice of objection to Seller on or before said fifteen (15) days, all matters reflected on the Commitment shall be deemed to be accepted by Buyer.

7.3 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.

9.1 Seller shall provide, if available and if in Seller's possession, 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, covenants, restrictions, guarantees and warranties and all other due diligence, inspection reports and 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 Buyer(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).

(c) Any and all documents provided to Buyer pursuant to this Section 9 shall be provided gratuitously and as an accommodation to Buyer and in recognition that Buyer shall perform its own independent research and due diligence investigations, and Buyer acknowledges and agrees that any and all documents are being provided gratuitously and as an accommodation only to Buyer, without any representations, warranties, or guarantees as to the content or veracity of any such documents, particularly those document prepared by third parties.

9.2 Seawall Rehabilitation.

(a) Seller will undertake all costs and expenses associated with the construction of a new seawall on the North and East side of the Real Estate (herein called the "*New Seawall*") to look generally the same as the existing seawall at the West side of the Real Estate (the "*Existing Seawall*") (the New Seawall and Existing Seawall being collectively referred to herein as the "*Seawall*"). Once the New Seawall is completed, and save and excepting any damage or loss to the New Seawall occasioned as a result of the acts or omissions of Buyer or its guests, visitors, business invitees, and/or contractors, Seller will maintain (if needed) the New Seawall in good condition for five (5) years from the date of

completion of the New Seawall. The Parties acknowledge and agree that the Seller's construction of the New Seawall may occur concurrently with the project.

(b) Save and excepting any damage or loss to the Existing Seawall occasioned as a result of the acts or omissions of Buyer or its guests, visitors, business invitees, and/or contractors, Seller will maintain the Existing Seawall in good condition for five (5) years from the date of recorded title transfer of the Real Estate to Buyer.

(c) After the five-year maintenance period and during the project as to the New Seawall, the Buyer shall maintain, repair, or replace the New Seawall without qualification.

(d) After the five-year maintenance period as to the Existing Seawall, the Buyer shall maintain, repair, or replace the Existing Seawall without qualification.

(e) After the expiration of both of the aforementioned five-year maintenance periods and after completion of the project, the HOA shall exclusively maintain, repair, and/or replace the Seawall without qualification.

10. Representations and Warranties.

10.1 **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, that Seller has not placed any Hazardous Substances¹ on or about the Real Estate;

(b) 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.

(c) Seller represents and warrants that Seller has 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.

(d) 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.

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.

(e) 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.

(f) 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.

10.2 Representations and Warranties 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.

10.3 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.

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, for claims of any and all third parties directly or indirectly relating to the Real Estate that arose or accrued after the Closing Date except for claims relating to the condition of the Real Estate, including site stabilization, environmental, and erosion-related matters as limited by Seller's obligations in Section 9.2 hereof, which shall be and become Buyer's sole and exclusive responsibility post-Closing regardless when such claims arose or accrued, 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 of this Agreement.

14. Notice.

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

If to Buyer:

Noam Adler
7555 Fredrick Dr
Cincinnati, Ohio
45207

with a mandatory
copy to:

S.A.P.

If to Seller:

Matthew D. 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 Co., LPA
26600 Detroit Road – Third Floor
Westlake, Ohio 44145

15. Miscellaneous.

15.1 Buyer shall have possession of the Real Estate on the date title transfers to Buyer.

15.2 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.

15.3 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.

15.4 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.

15.5 Seller's indemnities, representations, warranties and other obligations shall survive the closing and consummation of all transactions contemplated by this Agreement for one (1) year and shall not be merged in the Deed.


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

15.7 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.

15.8 Notwithstanding any contrary provision of this Agreement, Seller shall require the approval of the Huron City Council to permit this Agreement to be and become fully binding on Seller and to permit Seller to consummate all transactions contemplated herein (and, therefore, this Agreement shall not be fully binding and Seller unless or until approved and/or ratified by Huron City Council), and said approval rests exclusively with the Huron City Council, and, therefore, Seller makes no guaranties, representations, or warranties as to the likelihood of obtaining the approval of Huron City Council.

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 D. Lasko, City Manager

Address: 417 Main Street
Huron, Ohio 44839

"Seller"

Date: February 7, 2025

Triban Investment, LLC.

By: 
Name Title: Brian R. Mangan

Address: 7555 Fradette Dr.
Carew Township Ohio
44077

"Buyer"

Date: Jan 31 / 2025



POLARIS ENGINEERING & SURVEYING - 34600 CHARDON ROAD SUITE D - WILLOUGHBY HILLS - OHIO - 44094

LEGAL DESCRIPTION OF
11.2926 ACRE PARCEL
(CITY OF HURON)

SITUATED IN THE CITY OF HURON, COUNTY OF ERIE, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 31, SECTION 1, ORIGINAL HURON TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 22 RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

THENCE NORTH $15^{\circ}39'53''$ EAST, 88.84 FEET TO A $\frac{3}{4}$ INCH IRON PIPE FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLEVELAND ROAD EAST, ALSO BEING THE SOUTHWEST CORNER OF LAND DESCRIBED TO THE NORFOLK & SOUTHERN RAILWAY COMPANY, BY DEED RECORDED IN VOLUME 547, PAGE 371 OF ERIE COUNTY RECORDS, PERMANENT PARCEL NUMBER 42-90077.000;

THENCE NORTH $14^{\circ}36'12''$ EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, PASSING THROUGH A $\frac{5}{8}$ INCH IRON PIN FOUND AT 44.71 FEET, A TOTAL DISTANCE OF 306.85 FEET TO A $\frac{1}{2}$ INCH IRON PIN FOUND (I.D. CAP "HARTUNG") AT AN ANGLE POINT THEREIN;

THENCE NORTH $55^{\circ}17'48''$ WEST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 212.41 FEET TO A $\frac{5}{8}$ INCH IRON PIN FOUND (I.D. CAP "PDG") AT AN ANGLE POINT THEREIN;

THENCE NORTH $21^{\circ}16'18''$ WEST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 10.41 FEET TO AN IRON PIN SET AT THE PRINCIPAL PLACE OF BEGINNING:

COURSE 1 THENCE NORTH $55^{\circ}18'18''$ WEST, 22.03 FEET TO AN IRON PIN SET AT THE POINT OF CURVATURE;

COURSE 2 THENCE 185.05 FEET, ALONG AN ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF $24^{\circ}39'24''$ AND A 183.62 FEET CHORD THAT BEARS NORTH $67^{\circ}38'00''$ WEST TO A PIN SET AT THE POINT OF TANGENCY IN A NORTHERLY LINE OF LAND DESCRIBED TO STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, BY RECEPTION NUMBER 200608925 & 200608926, PERMANENT PARCEL NUMBER 42-61270.000;

COURSE 3 THENCE SOUTH $25^{\circ}36'40''$ WEST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, 5.72 FEET TO AN IRON PIN SET:

COURSE 4 THENCE SOUTH 86°28'53" WEST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES 241.81 FEET TO AN IRON PIN SET:

COURSE 5 THENCE NORTH 80°29'48" WEST, 69.39 FEET TO AN IRON PIN SET AT AN POINT OF CURVATURE:

COURSE 6 THENCE 143.45 FEET, BEING AN ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING AN RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 35°44'10" AND AN 141.14 FEET CHORD THAT BEARS NORTH 62° 37'43" WEST TO A POINT OF TANGENCY;

COURSE 7 THENCE NORTH 44°45'38" WEST, 50.59 FEET TO AN IRON PIN SET;

COURSE 8 THENCE SOUTH 85°22'44" WEST, 57.66 FEET TO THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER;

COURSE 9 THENCE NORTH 4°39'08" WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 30.74 FEET TO A POINT;

COURSE 10 THENCE NORTH 11°19'32" WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 93.00 FEET TO A POINT;

COURSE 11 THENCE NORTH 0°34'49" EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 216.00 FEET TO A POINT;

COURSE 12 THENCE NORTH 4°14'40" EAST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 239.00 FEET TO A POINT;

COURSE 13 THENCE NORTH 25°28'22" WEST, ALONG THE APPROXIMATE LOW WATER MARK OF THE HURON RIVER, 31.00 FEET TO THE SOUTHERLY EDGE OF AN EXISTING SHEET PILE;

COURSE 14 THENCE NORTH 72°20'12" EAST, ALONG THE SOUTHERLY EDGE OF AN EXISTING SHEET PILE, 487.00 FEET TO A POINT;

COURSE 15 THENCE SOUTH 21°16'18" EAST, ALONG THE WESTERLY EDGE OF AN EXISTING SHEET PILE, 671.50 FEET TO THE MOST NORTHERLY CORNER OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES;

COURSE 16 THENCE SOUTH 21°16'18" EAST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES AND ALONG THE WESTERLY EDGE OF AN EXISTING SHEET PILE, 160.57 FEET TO A TO 1/2 INCH IRON PIN FOUND (I.D. HARTUNG);

COURSE 17 THENCE NORTH 68° 43'42" EAST, ALONG A NORTHERLY LINE OF SAID STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AND ALONG THE FACE OF AN EXISTING SHEET PILE WALL TO THE SOUTHWEST CORNER OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 66.00 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

COURSE 18 THENCE SOUTH 21°16'18" EAST, ALONG A WESTERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 45.00 FEET TO A 1/2 INCH IRON PIN FOUND (I.D. CAP "HARTUNG");

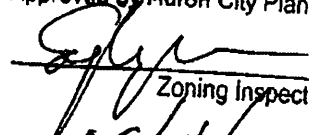
COURSE 19 THENCE SOUTH $68^{\circ} 43' 42''$ WEST, ALONG A NORTHERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 150.00 FEET TO A PIN SET AT AN ANGLE POINT THEREIN;

COURSE 20 THENCE SOUTH $21^{\circ} 16' 18''$ EAST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 79.59 FEET THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 11.2926 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN MAY 2022 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388". PRIOR DEED REFERENCE IS THE CITY OF HURON, AS RECORDED IN RECEPTION NUMBER 200711763, PERMANENT PARCEL NUMBER 42-61270.001 AND STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AS RECORDED IN RECEPTION NUMBERS 200608925 & 200608926, PERMANENT PARCEL NUMBER 42-61270.000

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388

S:\2017 PROJECTS\17228- LIBERTY DEVELOPMENT - 10 ACRE PARCEL - HURON (CWS)\2-PROJECT SURVEYING INFO\4-LEGAL DESCRIPTIONS\LEGAL DESCRIPTION HURON PARCEL.DOC

Approved by Huron City Planning Commission


Zoning Inspector

05/04/2022
Date



POLARIS ENGINEERING & SURVEYING - 34600 CHARDON ROAD SUITE D - WILLOUGHBY HILLS - OHIO - 44094

LEGAL DESCRIPTION OF
11.2926 ACRE PARCEL
(CITY OF HURON)

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BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE INTERSECTION OF RIVER ROAD AND CLEVELAND ROAD EAST (WIDTH VARIES);

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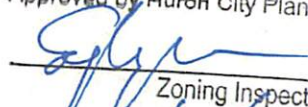
COURSE 19 THENCE SOUTH $68^{\circ} 43' 42''$ WEST, ALONG A NORTHERLY LINE OF SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 150.00 FEET TO A PIN SET AT AN ANGLE POINT THEREIN;

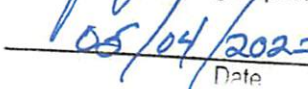
COURSE 20 THENCE SOUTH $21^{\circ} 16' 18''$ EAST, ALONG SAID NORFOLK & SOUTHERN RAILWAY COMPANY, 79.59 FEET THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 11.2926 ACRES OF LAND AS CALCULATED AS DESCRIBED BASED ON A FIELD SURVEY PERFORMED IN MAY 2022 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAPS STAMPED "POLARIS S-7388". PRIOR DEED REFERENCE IS THE CITY OF HURON, AS RECORDED IN RECEPTION NUMBER 200711763, PERMANENT PARCEL NUMBER 42-61270.001 AND STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES, AS RECORDED IN RECEPTION NUMBERS 200608925 & 200608926, PERMANENT PARCEL NUMBER 42-61270.000

RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388

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Approved by Huron City Planning Commission


Zoning Inspector


Date