

ORDINANCE NO. 2026-12

Introduced by Monty Tapp

AN ORDINANCE AUTHORIZING AND PRESCRIBING THE MANNER OF SALE OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF HURON, LOCATED AT 531 BERLIN ROAD, HURON, OH 44839, ERIE COUNTY PERMANENT PARCEL NO. 42-01067.000; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THAT PROPERTY TO FINTON PROPERTY SERVICES LLC; AND DECLARING AN EMERGENCY

WHEREAS, the City owns certain real property located at 531 Berlin Road in the City of Huron, and more particularly described in Exhibit "A" to the Agreement defined herein (the Property); and

WHEREAS, the City has received a written offer from Finton Property Services LLC requesting to purchase the Property, and this Council has carefully reviewed and considered such proposal; and

WHEREAS, this Council desires to sell the Property.

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

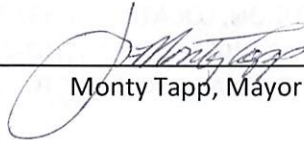
SECTION 1. That, pursuant to the Constitution of the State and the Charter of the City, the manner and procedure for the sale of the Property are prescribed and established by this Ordinance. This Council hereby determines that the Property is not needed for public use. This Council further determines 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 Finton Property Services LLC under the terms generally set forth in the Real Estate Purchase Agreement, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the City Manager is authorized and directed to complete negotiations with Finton Property Services 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 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

ATTEST: 
Clerk of Council

ADOPTED: 12 MAY 2026



REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") by and between THE CITY OF HURON, an Ohio chartered municipality (which with its successors and assigns is herein called "Seller") and FINTON PROPERTY SERVICES 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, and Buyer desires to purchase from Seller, certain real estate, including the land, all improvements, and flora located thereon and all appurtenances, hereditaments, rights, privileges, any and all leases, and easements relating to the real estate, located in the City of Huron, Erie County, Ohio, being Erie County Permanent Parcel No. 42-01067.000, commonly known as 531 Berlin Road, and as further described on Exhibit A, which is attached to this Agreement and incorporated by reference (the "Property");and

WHEREAS Buyer desires to purchase the Property from Seller on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree this Agreement shall be effective as of the date the last of the Parties executes this Agreement (the "Effective Date") as follows:

1. **Property.** Seller will sell, convey, transfer, assign, and deliver to Buyer, and Buyer shall purchase, the Property in accordance with the terms and conditions herein.

2. **As-Is Condition of the Property.** Seller is conveying the Property in its current "**AS-IS, WHERE IS, WITH ALL FAULTS,**" in its present condition and without representations or warranties of any nature or description from Seller whatsoever.

3. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property is **Twenty-Five Thousand Four Hundred Fifty and 00/100 Dollars (\$25,450.00)** (the "Purchase Price").

4. **Inspections.** Intentionally omitted.

5. **Financing Contingency.** Intentionally omitted

6. **Deed.** Seller shall convey marketable, fee simple title to the Property to Buyer by a limited warranty deed with limited warranty covenants pursuant to Ohio Revised Code Section 5302.08 (the "Deed"), free and clear of all liens and encumbrances except matters of record approved by Buyer, survey matters, zoning ordinances, taxes, and assessments not yet due and payable (collectively, the "Permitted Exceptions"), and subject to any and all leases.

7. **Title.** Title will be evidenced by a standard form policy of title insurance, issued as of the Closing Date in the amount of the Purchase Price, by:

1st Nationwide Title Agency, Ltd.
Attn: Ronald D. Yacobozzi
6155 Park Square Drive, Suite #5
Lorain, Ohio 44053
(440) 985-3550 (office)
(440) 985-3551 (fax)
bigyac@1stnationwidetitle.com ("Escrow Agent" or "Title Company").

8. Closing.

a. Closing Date. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place on Friday, July 10, 2026 or on such earlier date as mutually agreed by the Parties in writing (the "Closing Date").

b. Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date in its "AS IS, WHERE IS, WITH ALL FAULTS" condition. Seller will maintain the Property in its present condition pending the Closing of this transaction, normal and reasonable wear excepted.

c. Seller's Deliveries. On or before the Closing Date, Seller shall deliver the Deed to the Escrow Agent.

d. Buyer's Deliveries. On or before the Closing Date, Buyer shall deliver to Escrow Agent: (i) the purchase funds and funds sufficient to cover all closing, title, and escrow-related costs, and (ii) other materials that may be reasonably requested by Seller.

e. Prorations. Seller will pay, through date of possession, all accrued utility charges and any other charges that are or may become a lien, if any.

f. Taxes and Assessments. At Closing, Seller will pay or credit on Purchase Price all delinquent taxes, including penalty and interest, all assessments which are a lien on the date of contract. At Closing, Seller will also pay or credit on the Purchase Price all other unpaid real estate taxes which are a lien for years prior to Closing and a portion of such taxes and based on 365-day year and, if undetermined, on most recent available tax rate and valuation.

g. Closing Costs. The parties have agreed that Buyer shall pay all title and escrow-related costs and fees, including the County-imposed conveyance fee, and all escrow fees.

9. Risk of Loss. In the event of any damage or injury to the Property, such as by fire, storm, burglary, vandalism, or other casualty, prior to the Closing Date, Seller shall bear the risk of loss.

10. Insurance. Intentionally omitted

11. Miscellaneous.

a. Amendment. No agreement to amend, waive, change, modify, terminate, or discharge this Agreement, in whole or in part, shall be effective unless in a writing signed by both Parties.

b. Assignment. This Agreement may not be assigned by either Party without the other Party's prior written consent.

c. Brokers. The Parties each represent to the other that they have not retained or employed any broker, finder, or financial adviser to act on its behalf in connection with this Agreement.

d. Counterparts. This Agreement may be executed in any number of counterparts, including electronic signatures included in a pdf file, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall become effective when counterparts have been signed by each Party and delivered to the other Parties, it being understood that the Parties need not sign the same counterpart.

e. **Entire Agreement.** This Agreement shall be deemed to contain all the terms and conditions agreed upon, it being understood that there are no outside representations or oral agreements.

f. **Further Assistance; Cooperation.** The Parties each agree, at any time and from time to time, to execute any and all documents reasonably requested by the other Party to carry out the intent of this Agreement.

g. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.


h. **Notices.** All notices that may or must be provided under this Agreement shall be delivered to the Parties at the addresses provided in the preamble. All notices shall be deemed received on the date when placed in the U.S. mail addressed as provided above, when placed with reputable overnight delivery service, when delivered by courier to the address described above, or when transmitted by email.

i. **This Agreement and its terms are expressly conditioned on the Seller's City Council officially approving this Agreement in all respects.**

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

CITY OF HURON

FINTON PROPERTY SERVICES LLC

By: 
Stuart Hamilton, City Manager

By: *Andrew Finton*
Andrew Finton, Authorized Representative

Address: 417 Main Street
Huron, Ohio 44839

Address: 13105 Jeffries Road
Milan, Ohio 44846

"Seller"

"Buyer"

Date: 05/13/2026

Date: 05/11/2026

EXHIBIT A
Legal Description

Situated in the City of Huron, County of Erie and State of Ohio and being known as part of Original Lot 26, Section 1, Huron Township, now in the City of Huron, Erie County, Ohio. Also being known as part of land conveyed to the Klingshirn Corporation as recorded in Volume 44, Page 570 of Erie County Deed records and more definitely described as follows:

Beginning at the intersection of the North line of the aforesaid Klingshirn Corporation land and the Southwesterly line of Berlin Road.

Thence S. 52 degrees 33' West along the north line of The Klingshirn Corporation land, said line also being the south line of land conveyed to Robert J. Lazarony, as recorded in Volume 439, Page 548 of Erie County Deed Records, a distance of 153.00 feet to a point.

Thence S. 37 degrees 27' E., a distance of 80.00 feet to a point.

Thence W. 52 degrees 33' E., a distance of 153.00feet to the southwesterly line of Berlin Road.

Thence N. 37 degrees 27' W. along the southwesterly line of Berlin Road, a distance of 80.00 feet to the place of beginning, embracing 0.28 acre of land, but being subject to all legal highways.