

**RESOLUTION APPROVING A PURCHASE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY AND THE MARVEL BUILDING LLC FOR THE PURCHASE OF PROPERTY LOCATED AT 30 WEST WALNUT STREET, JEFFERSON VILLAGE, OHIO, ARPA**

WHEREAS, the Ashtabula County Board of Commissioners desire to purchase a building located at 30 West Walnut Street, Jefferson Ohio 44047; and

WHEREAS, a purchase agreement with Marvel Building LLC has been presented for the approval of the Board, to-wit:

Property Location: 30 West Walnut Street, Jefferson, Ohio 44047

Permanent Parcel No.: 26-034-00-055-00

Buyer: Ashtabula County Board of Commissioners, 25 W. Jefferson St., Jefferson, OH 44047

Seller: The Marvel Building Company, CCL, 3503 Carpenter Rd., Ashtabula, OH 44004

Purchase Price: \$154,900

Term: closing to occur on August 16, 2022

WHEREAS, the purchase will be made using funds received by Ashtabula County under the American Rescue Plan Act (ARPA) under Section 603(c)(1)(A) of the Social Security Act; and

WHEREAS, the purchase is eligible under Section 603(c)(1)(A) of the Social Security Act as a response to the COVID-19 public health emergency; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement, as noted above, is hereby approved with the copy of said Agreement now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2022-365

August 16, 2022

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**RESOLUTION APPROVING A PURCHASE AGREEMENT BY AND BETWEEN  
ASHTABULA COUNTY AND THE MARVEL BUILDING LLC FOR THE PURCHASE  
OF PROPERTY LOCATED AT 30 WEST WALNUT STREET, JEFFERSON VILLAGE,  
OHIO, ARPA**

**Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.**

**VOTE:**

<b>J.P. Ducro IV</b>	<b>Aye</b>
<b>Casey R. Kozlowski</b>	<b>Aye</b>
<b>Kathryn L. Whittington</b>	<b>Aye</b>

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

**Chief Assistant, Criminal Div**  
Dawn P. Cantalamessa  
**Criminal Division**  
Gene Barrett  
Christopher R. Fortunato  
Matthew Ameer  
Matthew Hebebrand  
**Juvenile Court Division**  
Tamara A. Wetherholt  
**Children Services Division**  
Richard R. Danolfo  
**Civil Division**  
Catherine R. Colgan  
Laura Pizmoht  
Daniel Maynard  
Jessica H. Fross  
Michael Bodyke  
**Appellate Division**  
Shelley M. Pratt

**COLLEEN M. O'TOOLE**  
**PROSECUTING ATTORNEY**  
ASHTABULA COUNTY COURTHOUSE  
25 WEST JEFFERSON STREET  
JEFFERSON, OHIO 44047-1092



**Telephone**  
(440) 576-3662  
**Criminal Division Fax**  
(440) 576-3692  
(440) 994-6041  
**Civil Division Fax**  
(440) 576-3600  
(440) 994-6021  
**Children Services Division**  
(440) 998-1811  
**Tax Division**  
(440) 576-3734  
**Victims/Witness Assistance**  
(440) 576-3523  
Stephanie Sagraves  
(440) 576-3223

August 10, 2022

Janet Discher  
Ashtabula County Administrator  
25 West Jefferson Street  
Jefferson, Ohio 44047

Re: ARPA Funding Request for VOCA

Dear Ms. Discher,

Thank you for your request of a legal opinion in the above matter. You have inquired whether funds from the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") established under the American Rescue Plan Act ("ARPA")<sup>1</sup> can be used for the purchase and modification of the property at 30 W. Walnut St., Jefferson, OH 44047 (the "Property"). For the reasons set forth below, ARPA funds may be used for this purpose as a response to the public health emergency.

**Background**

On March 24, 2022, the Ashtabula County Prosecutor's Office submitted to the Board of County Commissioners a "Victim of Crime Justice Services Proposal" (the "Proposal") which included a request for funding from the SLFRF. The Proposal explained that the Ashtabula County Victims of Crime Office ("VOCA") currently includes three offices spread across two different floors which total approximately 750 square feet. Such limited space has prohibited VOCA from performing its statutory functions and complying with COVID-19 public health precautions. VOCA has proposed relocating and expanding its facilities through the purchase of the Property to provide services to victims in accordance with Marsy's law and expand services to include a Sexual Assault and Domestic Violence Unit as well as training and other educational opportunities. VOCA has requested a total of ~~\$391,974.00~~ to include \$20,687.00 to acquire the Property and ~~\$175,000 in renovation costs.~~ 160,000

<sup>1</sup> Pub. L. 117-2. <https://www.congress.gov/117/plaws/publ2/PLAW-117publ2.pdf>.

## **The American Rescue Plan Act**

ARPA amended Title VI of the Social Security Act (42 U.S.C. 801 *et seq.*) to add sections 602 and 603 to establish the SLRFR.

Sections 602(c)(1)(A) and 603(c)(1)(A) of the Social Security Act establish that recipients may use such funds:

to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

to make necessary investments in water, sewer, or broadband infrastructure.

Pursuant to 31 CFR § 35.6(b)(3)(i) recipients of SLFRF funds may use them for the following purposes:

(A) COVID-19 mitigation and prevention. All such mitigation and prevention measures must be consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including vaccination programs and incentives; testing programs; contact tracing; isolation and quarantine; mitigation and prevention practices in congregate settings; acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including personal protective equipment; COVID-19 prevention and treatment expenses for public hospitals or health care facilities, including temporary medical facilities; establishing or enhancing public health data systems; installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities; and assistance to small businesses, nonprofits, or impacted industries to implement mitigation measures;

(B) Medical expenses related to testing and treating COVID-19 that are provided in a manner consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including emergency medical response expenses, treatment of long-term symptoms or effects of COVID-19, and costs to medical providers or to individuals for testing or treating COVID-19;

(C) Behavioral health care, including prevention, treatment, emergency or first-responder programs, harm reduction, supports for long-term recovery, and behavioral health facilities and equipment; and

(D) Preventing and responding to increased violence resulting from the public health emergency, including community violence intervention programs, or responding to increased gun violence resulting from the public health emergency, including payroll and covered benefits associated with community policing strategies; enforcement

efforts to reduce gun violence; and investing in technology and equipment

In regard to the subcategory of COVID-19 mitigation and prevention, United States Treasury Department guidance specifically includes the following eligible uses:

- Installation and improvements of ventilation systems;
- Adaptations to congregate living facilities, including skilled nursing facilities, other long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities, *as well as public facilities* and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility)...<sup>2</sup>

In regard to the subcategory of prevention and response to violence, United States Treasury Department guidance specifically includes the following eligible uses:

- Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance; and
- Capacity-building efforts at community violence intervention programs like funding more intervention workers, increasing their pay, providing training and professional development for intervention workers, and hiring and training workers to administer the programs.<sup>3</sup>

### **Ashtabula County May Use SLFRF to Relocate and Expand VOCA Services as a Response to the Public Health Emergency**

VOCA's request qualifies under Section 603 of the Social Security Act as a response to the public health emergency. There are at least two subcategories under 31 CFR § 35.6(b)(3)(i) for which VOCA's request qualifies. Pursuant to subsection (D), funds may be used for preventing and responding to increased violence resulting from the public health emergency. Guidance from the United States Treasury Department sets forth specific eligible uses to include services for trauma recovery, education, and financial assistance. The purchase and renovation of the Property in this case would allow VOCA to provide training and other educational opportunities such as "self-care through group therapy, relaxation techniques and exercises, self-defense, and finance 101." VOCA would establish a separate Sexual Assault and Domestic Violence Unit which would respond on scene or in hospitals. VOCA has additionally proposed providing childcare (during the time period a child's parent or legal guardian is in court), parenting classes, and family therapy.<sup>4</sup> These services cannot be offered in the current VOCA

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<sup>2</sup> 31 CFR Part 35 RIN 1505-AC7 (Supplemental Information) at 61 (*Emphasis added*).

<sup>3</sup> *Id.* at 71.

<sup>4</sup> The provision of family therapy may also qualify as behavioral health services under subsection (C).

offices, necessitating acquisition of the Property.

The renovation of the Property qualifies for additional funding from SLFRF under subsection (A) pertaining to COVID-19 prevention and mitigation. Guidance from the United States Treasury Department explicitly allows for adaption of any public facility to prevent and mitigate against COVID-19 infections.<sup>5</sup> The Guidance also specifies the installation and improvement of ventilation systems. One of VOCA's justifications for the relocation is the poor ventilation in its current space, and the cost for renovations includes appropriate ventilation for the Property. Consequently, VOCA's request would qualify as a COVID-19 prevention and mitigation measure.

The County would be required to pass a resolution allocating the requested SLFRF amount pursuant to 603(c)(1)(A) of Title VI of the Social Security Act (42 U.S.C. 801 *et seq.*). The County would spend the funds as a recipient under ARPA. VOCA would be responsible for providing to the County all documentation necessary for reporting and compliance.

Very truly yours,

COLLEEN M. O'TOOLE  
PROSECUTING ATTORNEY

Matthew J. Hebebrand  
Assistant Prosecutor

2022-CON-0073

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<sup>5</sup> The Guidance specifically excludes new construction, but does not exclude acquisitions. Acquisition of the Property is reasonably proportional to the identified harm given the nature and scope of the services VOCA is statutorily required to perform and the small space and lack of ventilation in VOCA's current locations.

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT <b>SETTLEMENT STATEMENT</b>	<b>B. TYPE OF LOAN:</b>				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER:			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

**C. NOTE:** *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

<b>D. NAME AND ADDRESS OF BUYER:</b>  Ashtabula County Board of Com 25 West Jefferson Street Jefferson, OH 44047	<b>E. NAME AND ADDRESS OF SELLER:</b>  The Marvel Building Company LL 3503 Carpenter Rd Ashtabula, OH 44004	<b>F. NAME AND ADDRESS OF LENDER:</b>  (Empty)
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<b>G. PROPERTY LOCATION:</b> 30 West Walnut Street  Ashtabula County	<b>H. SETTLEMENT AGENT:</b> Andover Title Company, LLC  <b>PLACE OF SETTLEMENT</b> 100 Public Square, PO Box 217 Andover, Ohio 44003	<b>I. SETTLEMENT DATE:</b>  August 12, 2022
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J. SUMMARY OF BUYER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BUYER:</b>	
101. Contract Sales Price	154,900.00
102. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	1,182.50
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BUYER</b>	<b>156,082.50</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:</b>	
201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to	
211. County Taxes 01/01/22 to 08/13/22	1,762.57
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BUYER</b>	<b>1,762.57</b>
<b>300. CASH AT SETTLEMENT FROM/TO BUYER:</b>	
301. Gross Amount Due From Buyer (Line 120)	156,082.50
302. Less Amount Paid By/For Buyer (Line 220)	( 1,762.57)
<b>303. CASH ( X FROM ) ( TO ) BUYER</b>	<b>154,319.93</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract Sales Price	
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	
<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	
503. Existing loan(s) taken subject to	
504.	
505.	
506.	
507.	
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	
<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross Amount Due To Seller (Line 420)	
602. Less Reductions Due Seller (Line 520)	
<b>603. CASH ( X TO ) ( FROM ) SELLER</b>	

**ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**

**Buyer:** Ashtabula County Board of Com  
**Seller:** The Marvel Building Company LLC  
**Settlement Agent:** Andover Title Company, LLC  
(440)293-6346  
**Place of Settlement:** 100 Public Square, PO Box 217  
Andover, Ohio 44003  
**Settlement Date:** August 12, 2022  
**Property Location:** 30 West Walnut Street  
Ashtabula County

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I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Ashtabula County Board of Commissioners

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

\_\_\_\_\_  
Andover Title Company, LLC  
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**L SETTLEMENT CHARGES**

<b>700. TOTAL COMMISSION Based on Price</b>				PAID FROM BUYERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
\$	@	%			
<i>Division of Commission (line 700) as Follows:</i>					
701. \$	to				
702. \$	to				
703. Commission Paid at Settlement				198.00	
704.	to				
Note: Line 702 Includes Adjustment of _____ For _____					
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803.		to			
804.		to			
805.		to			
806.		to			
807.		to			
808.					
809.					
810.					
811.					
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>					
901. Interest From	to	@ \$	/day (	days	%)
902. MIP Totlns. for LifeOfLoan	for	months to			
903. Hazard Insurance Premium for		years to			
904.					
905.					
<b>1000. RESERVES DEPOSITED WITH LENDER</b>					
1001. Hazard Insurance		@ \$		per	
1002. Mortgage Insurance		@ \$		per	
1003. City/Town Taxes		@ \$		per	
1004. County Taxes		@ \$		per	
1005. Assessments		@ \$		per	
1006.		@ \$		per	
1007.		@ \$		per	
1008.		@ \$		per	
<b>1100. TITLE CHARGES</b>					
1101. Settlement or Closing Fee	to	Andover Title Company, LLC			500.00
1102. Abstract or Title Search	to				
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to				
1106. Notary Fees	to				
1107. Attorney's Fees	to				
<i>(includes above item numbers: _____ )</i>					
1108. Title Insurance	to	Old Republic Title Insurance Company			442.50
<i>(includes above item numbers: _____ )</i>					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$	154,900.00		885.00	
1111.					
1112.					
1113.					
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>					
1201. Recording Fees: Deed \$	42.00	; Mortgage \$		; Releases \$	42.00
1202. City/County Tax/Stamps: Deed	\$			; Mortgage \$	
1203. State Tax/Stamps: Deed	\$			; Mortgage \$	
1204.					
1205.					
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>					
1301. Survey	to				
1302. Pest Inspection	to				
1303.					
1304.					
1305.					
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>				1,182.50	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

\_\_\_\_\_  
Andover Title Company, LLC  
Settlement Agent

# ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

## NOTICE:



**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT. THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE,

INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED. THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

5. **LIMITATIONS OF LIABILITY** (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to: (i) comply with the Schedule B, Part I—Requirements; (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or (iii) acquire the Title or create the Mortgage covered by this Commitment. (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing. (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured. (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount. (e) The Company shall not be liable for the content of the Transaction Identification Data, if any. (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company. (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**


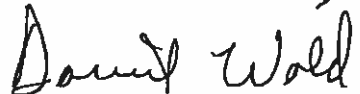
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
\_\_\_\_\_  
ANDOVER TITLE COMPANY, LLC

By  *President*  
Attest  *Secretary*

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule A**  
**Commitment**

File Number:

1. Effective Date: July 20, 2022 at 08:59 AM

2. The policy or policies to be issued are:		Amount
(a)	Owner's Policy: Proposed Insured: Ashtabula County Board of Commissioners	\$ 154,900.00
(b)	Loan Policy: Proposed Insured:	

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: The Marvel Building Company LLC.

5. The land referred to in this Commitment is described as follows:

See Exhibit A - Legal Description attached hereto.

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AMERICAN  
LAND TITLE  
ASSOCIATION



ORT Form 4308 A  
Schedule A  
ALTA Commitment for Title Insurance 606

(ATC1462.000 MARVEL -A.C..PFD/ATC1462.000 MARVEL -



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule B - Section I**  
**Commitment**

**REQUIREMENTS**

File Number:

Effective Date: July 20, 2022

The following are the requirements to be complied with:

1. Pay us the premiums, fees and charges for the policy.
2. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
3. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
4. Payment of all taxes through and including those for the year 2021.
5. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit: 1. General Warranty deed from The Marvel Building Company LLC, to Ashtabula County Commissioners.

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ORT Form 4308 B1  
Schedule B1  
ALTA Commitment for Title Insurance 6/06

(ATC1462.000 MARVEL -A.C..PFD/ATC1462.000 MARVEL -



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule B - Section II**  
**Commitment**

**EXCEPTIONS**

File Number:

Effective Date: July 20, 2022

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
10. Ashtabula Municipal and Conneaut Municipal Court records were not examined.
11. Taxes and assessments for the year(s) 2022 plus any penalties and interest which may accrue.

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ORT Form 4308 OH-BII  
Schedule B II  
ALTA Commitment for Title Insurance 6/17/06

(ATC1462.000 MARVEL -A.C. PFD/ATC1462.000 MARVEL -



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Exhibit A - Legal Description**  
**Commitment**

File Number:

Effective Date: July 20, 2022

Situated in the Village of Jefferson, County of Ashtabula, and State of Ohio:

EXHIBIT "A"

ALL THAT CERTAIN LANDS SITUATE IN LOT 35, VILLAGE OF JEFFERSON, TOWNSHIP NUMBER 11 NORTH, RANGE III WEST, IN THE CONNECTICUT WESTERN RESERVE SURVEY, COUNTY OF ASHTABULA, STATE OF OHIO. A RESURVEY OF THE LANDS TO JEFFERSON PROFESSIONAL BUILDING LTD, AS RECORDED IN DEED VOLUME 235, PAGE 119 (PPN 26-034-00-055-00) IN THE OFFICE OF THE COUNTY RECORDER FURTHER DESCRIBED.

BEGINNING AT A 5/8" IRON PIN FOUND TO MARK A POINT IN THE SOUTH LINE OF WEST WALNUT STREET (66 FEET WIDE) AT THE NORTHWEST CORNER OF LANDS TO THE ASHTABULA COUNTY COMMISSIONERS, AS RECORDED IN DEED VOLUME 825, PAGE 314, SAID POINT BEING LOCATED FROM THE CENTERLINE INTERSECTION OF WEST WALNUT STREET WITH THE CENTERLINE OF CHESTNUT STREET (66 FEET WIDE) NORTH 89°-51'-59" WEST, WITH THE CENTERLINE OF WEST WALNUT STREET, 359.96 FEET AND SOUTH 00°-13'-55" WEST, A DISTANCE OF 33.00 FEET TO THE POINT AND PLACE OF BEGINNING.

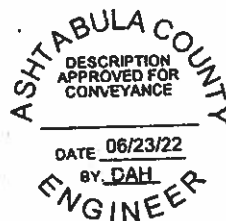
THENCE; THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 00°-13'-55" WEST, WITH THE WEST LINE OF SAID ASHTABULA COUNTY COMMISSIONERS, A DISTANCE OF 165.00 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE SOUTHWEST CORNER OF SAID ASHTABULA COUNTY COMMISSIONERS IN THE NORTH LINE OF LANDS TO THE ASHTABULA COUNTY COMMISSIONERS, AS RECORDED IN DEED VOLUME 531, PAGE 231.

THENCE; NORTH 89°-51'-58" WEST, WITH THE NORTH LINE OF SAID ASHTABULA COUNTY COMMISSIONERS, A DISTANCE OF 82.67 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT IN THE NORTH LINE OF SAID ASHTABULA COUNTY COMMISSIONERS AT THE SOUTHEAST CORNER OF LANDS TO THE ASHTABULA COUNTY COMMISSIONERS, AS RECORDED IN DEED VOLUME 24, PAGE 3037.

THENCE; NORTH 00°-17'-32" EAST, WITH THE EAST LINE OF SAID ASHTABULA COUNTY COMMISSIONERS, A DISTANCE OF 165.00 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE NORTHEAST CORNER OF SAID ASHTABULA COUNTY COMMISSIONERS IN THE SOUTH LINE OF WEST WALNUT STREET.

THENCE; SOUTH 89°-51'-59" EAST, WITH THE SOUTH LINE OF WEST WALNUT STREET, A DISTANCE OF 82.50 FEET TO THE POINT AND PLACE OF BEGINNING, SAID LAND CONTAINING 0.3128 ACRES, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS, AS SURVEYED MAY 2003 AND DESCRIBED IN JUNE 2007, AS ILLUSTRATED ON A CERTAIN MAP RECORDED IN THE OFFICE OF THE ASHTABULA COUNTY ENGINEER, BY TIMOTHY E. STOCKER, P.S. 7245 CRABBS' SURVEYING ORDER 3330. BASIS OF BEARINGS ARE TO AN ASSUMED MERIDIAN ALONG THE CENTERLINE OF WEST WALNUT STREET, NORTH 89°-51'-59" WEST.

PERMANENT PARCEL NUMBER: 26-034-00-055-00  
DEED REFERENCE: VOLUME 411, PAGE 2050



# **ANDOVER TITLE COMPANY, LLC**

100 PUBLIC SQUARE  
PO BOX 217  
ANDOVER, OHIO 44003-0217  
(440) 293-6346  
Fax No. (440) 293-5665

## **OR ESCROWPRO WIRE INSTRUCTIONS**

### Ohio

CITIBANK

ROUTING # 021000089

CREDIT TO THE ACCOUNT OF: OLD REPUBLIC NATIONAL TITLE  
INSURANCE COMPANY

ACCOUNT # 801437524

ADDRESS: 530 SOUTH MAIN STREET SUITE 1031 AKRON, OHIO 44311  
PHONE 866-235-4326

SWIFT CODE: CITIUS33

CITIBANK, 1050 FRANKLIN AVE, GARDEN CITY, NY 11530

CUSTOMER SERVICE 1-800-285-1709

JOHN TREVINO ORT Account Rep 210-357-8726

Citibank Wire Room 877-528-0990

**\*\*\*Instructions are for wire transfer only- we do not accept inbound ACH Credits\*\*\***

## NOTICE OF AVAILABILITY AND OFFER OF CLOSING PROTECTION COVERAGE

- Seller: The Marvel Building Company LLC  
 Buyer: Ashtabula County Board of Commissioners  
 Borrower:  
 Lender:

Re: Licensed Agent: Andover Title Company, LLC  
Premises: 30 West Walnut Street, ,  
Commitment/File No.:

### Notice of Availability of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby notified of the availability of Closing Protection Coverage from Old Republic National Title Insurance Company in connection with the above-referenced transaction for the premium stated in the Offer of Closing Protection Coverage outlined below.

Closing or settlement of a real estate and/or mortgage loan transaction can be characterized as having two components. One component pertains to the title to the Premises and the title insurance policy therefore. The other component pertains to the handling of funds and documents. A title insurance policy DOES NOT cover losses due to the mishandling of funds or documents. However, Closing Protection Coverage, as outlined below, DOES provide such protection.

**DESCRIPTION OF COVERAGE:** The Closing Protection Coverage indemnifies you against the loss of settlement funds resulting from any of the following acts of the Licensed Agent or anyone acting on behalf of the Licensed Agent, subject to certain conditions and exclusions specified in the Closing Protection Coverage Form:

- (1) Theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing or escrow funds; and
- (2) Failure to comply with any applicable written closing instructions, when agreed to by the Licensed Agent.

You are covered by a Closing Protection Coverage Form only if it is specifically addressed to you. A copy of the Closing Protection Coverage Form is available upon request.

**Offer of Closing Protection Coverage**

Pursuant to Ohio Revised Code Section 3953.32, you are hereby offered Closing Protection Coverage from Old Republic National Title Insurance Company in connection with the above-referenced transaction.

**PREMIUM FOR COVERAGE:** The premium for the Closing Protection Coverage is \$40.00 for Lender; \$55.00 for Seller; \$20.00 for Buyer/Borrower; and \$20.00 for any other applicant for title insurance, and in no case shall the premium be less than \$40.00 for this coverage in any transaction.

**Acceptance of Offer/Declination of Offer**

I (We), the undersigned, acknowledge receipt of this Notice of Availability of Closing Protection Coverage and Offer of Closing Protection Coverage and

DO accept the said Offer \_\_\_\_\_  
DO NOT accept the said Offer \_\_\_\_\_

If this Offer is accepted, the undersigned hereby agrees to pay the applicable premium.

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

**A lender's closing instructions requiring Closing Protection Coverage is deemed to be its acknowledgement of receipt of the Notice of Availability of Closing Protection Coverage and its acceptance of the Offer of Closing Protection Coverage.**

Andover Title Company, LLC

PRIVACY POLICY

**WE ARE COMMITTED TO SAFEGUARDING CUSTOMER INFORMATION**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy policy governs use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

**Type of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include.

- \* Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- \* Information about your transactions with us, our affiliated companies, or others; and
- \* Information we receive from a consumer reporting agency.
- \* Information that we may receive from others involved with your transaction, such as the real estate agent or lender.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except :

(1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law . We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated

companies. Such affiliated companies include financial service companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that you information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non public personal information.

## **WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that **THE MARVEL BUILDING LIMITED LIABILITY COMPANY**, a limited liability company organized and existing under the laws of the State of Ohio, the Grantor, for and in consideration of Ten and 00/100 (\$10.00) received to its full satisfaction of

### **ASHTABULA COUNTY BOARD OF COMMISSIONERS**

Grantee, whose TAX MAILING ADDRESS is 25 West Jefferson Street, Jefferson, OH 44047, does GRANT, BARGAIN, SELL, AND CONVEY unto the said Grantee, its successors and assigns, the following described real estate:

*See Exhibit "A" attached hereto and made a part hereof.*

Known as 30 West Walnut Street, Jefferson, OH  
Permanent Parcel Number: 26-034-00-055-00

**TO HAVE AND TO HOLD** the above granted and bargained premises, with all the appurtenances belonging thereto, unto the said Grantee, its successors and assigns, forever.

And said Grantor, for itself and its successors, hereby covenant with said Grantee, its successors and assigns, that at and until the ensembling of these presents, Grantor is well seized of the above described premises, as a good and indefeasible estate in Fee Simple, and has good right to bargain and sell the same in manner and form as above written, and that the same are free from all encumbrances whatsoever except taxes and assessments which will

be prorated to the day of transfer, and thereafter and except easements, covenants, restrictions of record, and zoning ordinances, if any, and that Grantor will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever.

EXECUTED this 29 day of June, 2022.

**THE MARVEL BUILDING LIMITED LIABILITY COMPANY**  
an Ohio limited liability company

Christopher Altier  
By: **CHRISTOPHER ALTIER**, Managing Member

STATE OF OHIO            )  
ASHTABULA COUNTY    ) ss.

BEFORE me, a Notary Public in and for said state, personally appeared the above named **CHRISTOPHER ALTIER**, Managing Member of **THE MARVEL BUILDING LIMITED LIABILITY COMPANY**, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of **Marvel Building Limited Liability Company**, this 29 day of June, 2022, who under penalty of perjury in violation of section 2921.11 of the Revised Code, represented to me to be said person.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Janice K. Boyle  
Notary Public  
My Commission expires: 3-25-27

*This instrument prepared by:  
Christopher Altier, Esq.*



JANICE K. BOYLE  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
03-25-27

EXHIBIT "A"

ALL THAT CERTAIN LANDS SITUATE IN LOT 35, VILLAGE OF JEFFERSON, TOWNSHIP NUMBER 11 NORTH, RANGE III WEST, IN THE CONNECTICUT WESTERN RESERVE SURVEY, COUNTY OF ASHTABULA, STATE OF OHIO. A RESURVEY OF THE LANDS TO JEFFERSON PROFESSIONAL BUILDING LTD, AS RECORDED IN DEED VOLUME 235, PAGE 119 (PPN 26-034-00-055-00) IN THE OFFICE OF THE COUNTY RECORDER FURTHER DESCRIBED.

BEGINNING AT A 5/8" IRON PIN FOUND TO MARK A POINT IN THE SOUTH LINE OF WEST WALNUT STREET (66 FEET WIDE) AT THE NORTHWEST CORNER OF LANDS TO THE ASHTABULA COUNTY COMMISSIONERS, AS RECORDED IN DEED VOLUME 825, PAGE 314, SAID POINT BEING LOCATED FROM THE CENTERLINE INTERSECTION OF WEST WALNUT STREET WITH THE CENTERLINE OF CHESTNUT STREET (66 FEET WIDE) NORTH 89°-51'-59" WEST, WITH THE CENTERLINE OF WEST WALNUT STREET, 359.96 FEET AND SOUTH 00°-13'-55" WEST, A DISTANCE OF 33.00 FEET TO THE POINT AND PLACE OF BEGINNING.

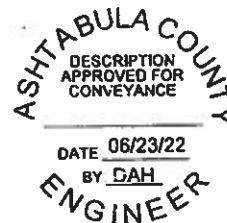
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PERMANENT PARCEL NUMBER: 26-034-00-055-00  
DEED REFERENCE: VOLUME 411, PAGE 2050





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

Property Address: 30 W. Walnut St, Jefferson, OH 44047

#### Lead Warning Statement:

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

#### Seller's Disclosure

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

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

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

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

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

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

Buyer's acknowledgment (initial)

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

(d)  Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

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

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

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

Agent's Acknowledgment (initial)

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

#### Certification of Accuracy

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

 JPD, Chairman of Mahoning County Commission  
dotloop verified 06/17/22 9:07 PM EDT UU69-JEGO-7XDW-GD0S

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

 Maxwell Building LLC  
dotloop verified 06/07/22 2:23 PM EDT CT0N-4RAG-WGB-4GUG

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

 Lois Blank  
dotloop verified 06/13/22 9:11 PM EDT F10K-2HET-50K-KYFE

AGENT \_\_\_\_\_ DATE \_\_\_\_\_

 Lois Blank  
dotloop verified 06/06/22 9:06 AM EDT ASQO-KANM-PMBL-LW7D

AGENT \_\_\_\_\_ DATE \_\_\_\_\_



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

This is a legally binding agreement. Consult with your legal counsel if you have any questions of law.



BUYER: The undersigned J P Ducro, Chairman Ashtabula County Commissioners ("BUYER") offers to buy the following described property located at: 30 W. Walnut St Jefferson, Ohio, 44047 (the "Property") Permanent Parcel No: 260340005500 The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the Property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, central air conditioning, mailbox, curtains and drapery fixtures; all landscaping, disposals, smoke detectors, ALL garage door opener(s) and all controls; and all permanently attached carpeting. The following chattel shall also remain: [ ] satellite dish; [ ] range and oven; [ ] microwave; [ ] kitchen refrigerator; [x] dishwasher; [ ] washer; [ ] dryer; [ ] radiator covers; [ ] window air conditioner; [ ] gas grill; [ ] fireplace tools; [ ] screen; [ ] glass doors; [ ] fireplace grates; [ ] all existing window treatments; [x] ceiling fan(s); [ ] wood burner stove inserts; [ ] gas logs; [ ] water softener; [ ] security system; [ ] freezer; [ ] indoor grill; [ ] invisible fence transmitter and collar(s); [ ] remaining fuel in propane or fuel oil tanks. This Agreement supersedes any representations in the marketing of the Property, including any multiple listing service description.

Also included: SELLER TO REMOVE TENANTS within 7 days prior to close

NOT included:

SECONDARY OFFER: This [ ] is [x] is not a secondary offer. This secondary offer, if applicable, will become a primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before . BUYER shall have the right to terminate this secondary offer, if accepted, at any time prior to BUYER'S receipt of a copy of the release of the primary contract by delivering written notice to SELLER or to SELLER'S agent. BUYER shall deposit earnest money within four (4) days from the date of BUYER'S receipt of the release of SELLER'S primary contract.

PRICE: BUYER shall pay the sum of \$154,900 payable as follows:

Earnest Money paid as defined below and will be deposited in a non-interest-bearing trust account and credited against the purchase price: \$0

- [ ] Check to be made payable to and will deposited immediately upon formation of a binding Agreement, as defined herein.
[ ] Note to be redeemed within four (4) days after formation of a binding Agreement.
[ ] Wired funds to Escrow Agent within four (4) days after formation of a binding Agreement.

Cash down payment to be deposited with the Escrow Agent: \$ 154,900 at close

Mortgage loan to be obtained by BUYER:

[ ] CONVENTIONAL [ ] FHA [ ] VA [ ] USDA [x] CASH [ ] OTHER

SELLER agrees to pay 0 towards BUYER'S closing costs, points, prepaids, and/or reserves.

ELECTRONIC DATA SECURITY: Assured Real Estate, its agents and employees (collectively "Broker") will never request a party to wire funds or to supply personal financial data, including without limitation credit or debit card or bank account numbers. The parties agree to independently confirm any communications and instructions, including for transfer or deposit, directly with Escrow Agent identified herein. The parties hereby release all brokers and agents involved in this transaction from any and all claims, damages, and causes of action related to any unlawful electronic data access by a third party.

MBL 06/20/22 Seller's Initials and Date

JPD 06/20/22 Buyer's Initials and Date

Vertical stamp: MBL 06/20/22 1:18 PM EDT dotloop verified

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Property Address: 30 W. Walnut St Jefferson, OH

42 **FINANCING:** This offer is conditioned upon BUYER making written application for the above mortgage loan within  
43 NA days after Acceptance, as hereinafter defined, and obtaining a written commitment for that loan on or about  
44 NA days after Acceptance. If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then  
45 this Agreement shall be null and void and the parties agree to sign a mutual release authorizing return of the earnest  
46 money to BUYER and there shall be no liability of either party to the other or to Broker.

47 **CLOSING:** All funds and documents necessary to complete this transaction shall be placed in escrow with the lending  
48 institution or Escrow Agent on or before 08/12/2022 and title shall be transferred on or about  
49 08/12/2022.

50 **WALK THROUGH:** The parties agree that BUYER may walk through the Property on or about 7 day(s) prior to title  
51 transfer solely to verify it is in the same or similar condition, absent normal wear and tear, that it was at the time of  
52 Acceptance. BUYER acknowledges and agrees BUYER may not raise any issues about the Property's condition at walk  
53 through if the condition existed when BUYER viewed or inspected the Property. If the walk through evidences a material  
54 adverse change in the Property's condition, BUYER shall promptly notify SELLER and Escrow Agent in writing and the  
55 parties shall mutually agree in writing upon an amount to be either: (1) held in escrow from SELLER'S proceeds pending  
56 correction of the material adverse change; or (2) credited to BUYER through escrow at the time of title transfer.

57 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after  
58 recording of the Deed or Transfer of Title, whichever is later. BUYER shall transfer utilities commencing on the date  
59 of possession. SELLER shall maintain active service of utilities until possession.

60 **TITLE:** SELLER shall convey marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with  
61 release of dower, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER;  
62 b) such restrictions, conditions, easements (however created), and encroachments as do not materially adversely affect  
63 the use or value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not  
64 yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from in the amount of the purchase  
65 price with cost of the insuring premium split equally between SELLER and BUYER. SELLER shall have thirty (30) days  
66 after notice to remove title defects. If unable to do so, BUYER may either a) accept title subject to each defect without any  
67 reduction in the purchase price; or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any broker  
68 or agents shall have any further liability to each other, and the parties agree to sign a mutual release, whereupon the  
69 earnest money shall be returned to BUYER. Andover Title to  
70 perform escrow and Andover Title to perform title work.

71 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and  
72 assessments, and homeowner's association fees and assessments, if any, shall be prorated by the Escrow Agent as of the  
73 date of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The  
74 parties are advised to consult with the county auditor's office about the status of the Property's taxes as the latest available  
75 tax duplicate may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in  
76 proration when the tax duplicate for the calendar year of title transfer becomes available. If the Property is new construction  
77 and recently completed or in the process of completion at the time of the Agreement, then the Escrow Agent is instructed  
78 to make a good faith estimate of the taxes to be owed on the value of the improved Property to the date of title transfer and  
79 reserve sufficient funds in escrow from SELLER'S net proceeds to pay those taxes when they become due and payable  
80 after title transfer. The Escrow Agent is instructed to release the balance of the funds on reserve once it receives notice  
81 from the county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. The  
82 Escrow Agent shall withhold \$ 500 from SELLER to secure payment of final water and sewer charges,  
83 if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment of said charges and remit  
84 any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),  
85  BUYER  SELLER agrees to pay the amount of such recoupment.

86 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow Agent's  
87 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs  
88 through escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not

89 assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d)  
90 prorations due BUYER; e) Broker's commissions and fees; f) one-half of the escrow; and g) other:

  
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Seller's Initials and Date

  
06/17/22  
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Buyer's Initials and Date

Property Address: 30 W. Walnut St. Jefferson

91 \_\_\_\_\_ (unless VA/FHA regulations prohibit payment of escrow  
92 fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the  
93 date of possession. Tenant security deposits, if any, shall be credited in escrow to BUYER.

94 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b)  
95 one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any  
96 mortgage; d) other \_\_\_\_\_.

97 BUYER acknowledges the availability of a limited home warranty with a deductible to be paid by BUYER. The premium for  
98 the warranty from NA at a cost of \$ NA shall be paid  
99 by  SELLER  BUYER through escrow. The parties acknowledge and agree that (1) the warranty terms are limited and  
100 do not cover pre-existing defects in the Property; and (2) that Broker may receive a fee from the warranty provider.

101 SELLER hereby authorizes the Escrow Agent to provide SELLER'S final Closing Statement to SELLER'S Broker listed  
102 below.


103 BUYER hereby authorizes the Escrow Agent to provide BUYER'S final Closing Statement to BUYER'S broker listed below.

104 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a professional inspector of BUYER'S choice  
105 within the specified number of days from the date of Acceptance, as herein defined. BUYER agrees that BUYER is solely  
106 responsible for retaining a professional inspector for each requested inspection and releases Broker and its agents from  
107 any and all liability regarding the selection or retention of inspector(s).

108 BUYER agrees that if BUYER does not elect inspections, BUYER is acting against the advice of BUYER'S agent  
109 and Broker. BUYER understands the Property, which is being sold in its "AS IS" condition, may have defects and  
110 conditions that are not readily apparent, and which may affect its use or value. The parties agree that the brokers  
111 and agents do not guarantee and in no way assume responsibility for the Property, including without limitation its  
112 systems and condition or fitness for any purpose. BUYER agrees that BUYER is exclusively responsible for  
113 conducting all due diligence in connection with BUYER'S purchase of the Property, including by retaining  
114 independent inspectors and reviewing public records. BUYER agrees that FHAVA inspections and appraisals, if  
115 any, do not replace the need for BUYER'S own inspections.

	Choice		Inspection	Expense	
	Yes	No		BUYER	SELLER
116	<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u>25</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
117	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days	<input type="checkbox"/>	<input type="checkbox"/>
118	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days	<input type="checkbox"/>	<input type="checkbox"/>
119	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days	<input type="checkbox"/>	<input type="checkbox"/>
120	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADON <u>25</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
121	<input checked="" type="checkbox"/>	<input type="checkbox"/>	MOLD <u>25</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
122	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER <u>25</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>

123 (Specify) Pest Inspection, Lead base Paint

124 **WAIVER**  \_\_\_\_\_ (initials) BUYER elects to waive each professional inspection to which BUYER has not  
125 indicated "Yes" and any failure by BUYER to perform any elected inspection is a waiver of such inspection and shall be deemed  
126 absolute acceptance of the Property by BUYER in its "AS IS" condition.  
127  
128  
129

130 Within three (3) days after completion of the last inspection elected above, BUYER shall elect one (1) of the following  
131 options: (a) remove the inspection contingency and accept the Property in its "AS IS" condition; (b) accept the Property  
132 subject to SELLER's agreement to repair specific conditions or defects identified in a BUYER'S written professional




133 inspection report at SELLER'S expense; or (c) terminate this Agreement if written inspection report(s) identify material  
134 latent defects not previously disclosed in writing by SELLER and/or any broker or agent.

 \_\_\_\_\_  
06/20/22  
dotloop verified  
Seller's Initials and Date

 \_\_\_\_\_  
06/17/22  
dotloop verified  
Buyer's Initials and Date

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135 If the Property is accepted in its "AS IS" present physical condition, BUYER shall sign an Amendment to Purchase  
136 Agreement removing the inspection contingencies and this Agreement will proceed in full force and effect.


137 If the Property is accepted subject to SELLER repairing specific defects, BUYER shall provide SELLER a copy of the  
138 inspection report(s) and sign an Amendment to Purchase Agreement removing the inspection contingency and identifying  
139 the defects to be repaired. SELLER and BUYER shall have ~~the~~ 7 Days ~~ye~~ from SELLER'S receipt of the written list of  
140 defects and the inspection report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If the  
141 parties do not agree in writing within those ~~three (3) days~~, then this Agreement shall be null and void and SELLER and  
142 BUYER agree to sign a mutual release authorizing return of the earnest money to BUYER.   


143 If BUYER elects to terminate this Agreement based upon newly discovered material latent defects in the Property, then  
144 BUYER shall provide a copy of the written inspection report to SELLER and both parties agree to promptly sign a mutual  
145 release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to BUYER  
146 and the parties and the brokers and agents involved in this Agreement shall have no further liability to one another.

147 The parties may agree in writing to extend dates for inspections, repairs, or the deadline for exercising their right to terminate  
148 the Agreement. SELLER shall provide reasonable access to the Property for BUYER for review of any repairs made by  
149 SELLER.

150  Yes  No **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the Property shall be made by a  
151 licensed/professional inspection or exterminating agency of  BUYER'S or  SELLER'S choice at  BUYER'S   
152 SELLER'S expense and such agency's written report shall be made available to the BUYER before closing. If such report  
153 shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be  
154 made by a licensed/professional exterminating agency which shall furnish a certificate of guarantee for a period of at least  
155 one (1) year in the case of termites and a certificate of guarantee for a period of at least sixty (60) days in the case of other  
156 wood destroying insects. All repairs and treatment costs shall be paid by  BUYER; or  SELLER (unless FHAVA  
157 regulations prohibit payment of inspection by BUYER, in which case SELLER shall pay the cost.). This Agreement may  
158 be voided by the party paying for the repair and treatment if the cost exceeds \$500 upon written notice to the other party,  
159 the brokers and agents, and the Escrow Agreement.

160  Yes  No **LEAD BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the Property by  
161 a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten  
162 (10) days after formation of a binding AGREEMENT. (See EPA pamphlet "Protect Your Family from Lead in Your Home"  
163 for more important information.) In the event existing deficiencies or corrections are identified by the inspector in a written  
164 report, then BUYER shall have the right to terminate the AGREEMENT or request that SELLER repair the specific existing  
165 deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a  
166 copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request  
167 of repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report  
168 or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to title  
169 transfer with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied.  
170 If SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the Property in  
171 its "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER'S consent.

172 BUYER  has  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY  
173 FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT  
174 HAZARDS."

175 BUYER  HAS NOT  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR  
176 FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-  
177 BASED PAINT HAZARDS (disclosure form)." This offer is subject to SELLER completing the disclosure form and BUYER'S  
178 review and approval of the information contained on the disclosure form within \_\_\_\_\_ days from receipt.

179 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the local sheriff's  
180 department pursuant to Ohio's sex offender law. BUYER acknowledges that such information may not be current or  
181 complete and agrees to inquire directly with the local sheriff or the Ohio Attorney General's office about sex offender  
182 registration. BUYER shall rely solely BUYER'S own inquiry with the local sheriff's office as to registered sex offenders, and

   
Sellers Initials and Date  
06/20/22 1:18 PM EDT  
dotloop verified

   
Buyer's Initials and Date  
06/17/22  
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Property Address: 30 W. Walnut St. Jefferson

183 not SELLER or any broker or agent.

184 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees to purchase it in its "AS IS" present  
185 **physical condition**, including any defects disclosed by SELLER on SELLER'S State of Ohio Residential Property  
186 Disclosure Form. SELLER shall notify BUYER in writing of any additional disclosure items that arise between the date of  
187 Acceptance and the date of recording of the deed.

188 BUYER  HAS   (BUYER'S initials) received and carefully reviewed SELLER'S Ohio Residential  
189 Property Disclosure Form.

190 BUYER  HAS NOT   (BUYER'S initials) received SELLER'S Ohio Residential Property Disclosure  
191 Form. This offer is subject to SELLER completing the Ohio Residential Property Disclosure Form and BUYER'S review and  
192 approval it within NA days from BUYER'S receipt of it. SELLER shall pay all costs for repair of any gas line leak  
193 found between the street and foundation at the time of transfer of utilities. SELLER shall comply with any and all local  
194 governmental point of sale laws and/or ordinances and shall provide BUYER with a copy of the point of sale compliance  
195 certificate. SELLER will promptly provide BUYER with copies of any notices received from government agencies to inspect  
196 or correct any current building code or health violations. If applicable, BUYER and SELLER shall have 5 days after receipt  
197 by BUYER of all notices to agree in writing which party will be responsible for correcting any building code or health  
198 violation(s). In the event the parties cannot agree in writing, then this Agreement may be declared null and void by either  
199 party upon written notice to the other.

200 **REPRESENTATIONS AND DISCLAIMERS:** SELLER acknowledges and agrees that SELLER has completed the Ohio  
201 Residential Property Disclosure Form and otherwise disclosed all about material conditions and defects affecting the  
202 Property. The parties hereby agree to release all brokers and agents from any and all claims, actions, injuries or damages  
203 relating to the Property, including without limitation any misrepresentations or omissions of SELLER. BUYER  
204 acknowledges and agrees that the broker(s) and agents do not verify or investigate SELLER'S descriptions and disclosures,  
205 including those made on the Ohio Residential Property Disclosure. BUYER has not relied on any verbal or written  
206 representation of any broker or agent about the Property, including without limitation its features, characteristics, systems,  
207 improvements, fitness, use, value, or condition, square footage, zoning, lot dimensions, mold, structure, soils, homeowners'  
208 fees, public and private assessments, utilities, taxes, or special assessments except as listed below (BUYER must specify):

209 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price  
210 before title transfer, then BUYER may either accept the insurance proceeds for the damage and complete this transaction  
211 or terminate this Agreement with return of all deposits made. If such damage is less than ten percent of the purchase price,  
212 then SELLER shall restore the Property to its prior condition.  
213

214 **BINDING AGREEMENT:** For purposes of this Agreement, "days" shall be defined as calendar days. "Acceptance" shall  
215 occur when the latter of the parties signs this Agreement without making material change and then delivers either written  
216 or verbal notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all  
217 attachments and addenda, shall become an "Agreement", legally binding on BUYER and SELLER, their heirs, executors,  
218 administrators, and assigns. The parties agree to consult with independent attorney for legal advice. The broker(s) and  
219 agent(s) in this transaction may not provide legal advice. The terms, covenants, conditions, and provisions of this  
220 Agreement to be performed by SELLER shall survive recording of the deed.

221 **ADDENDA:** The terms and conditions in the attached addenda are made part of this Agreement:  Agency Disclosure  
222 Form  Ohio Residential Property Disclosure Form  VA  FHA  FHA Home Inspection Notice "For Your Protection"  
223  Condominium Addendum  House Sale Contingency Addendum  House Sale Concurrency Addendum  Lead Based  
224 Paint Addendum  Affiliated Business Arrangement  Other \_\_\_\_\_ The terms and  
225 conditions of any addenda supersede any conflicting terms of the Agreement.  
226

227 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest  
228 money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust account until the  
229 Broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a  
230 final court order that specifies to whom the earnest money is to be rewarded. If within two years from the date the earnest  
231 money was deposited in the Broker's trust account, the parties have not provided the Broker with such separate signed

  
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\_\_\_\_\_  
Seller's initials and Date

  
06/20/22  
dotloop verified  
\_\_\_\_\_  
Buyer's initials and Date





# AGENCY DISCLOSURE STATEMENT

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

Property Address: 30 W. Walnut St, Jefferson, OH 44047

Buyer(s): J P Ducro, Chairman of Ashtabula County Commissio

Seller(s): Marvel Building LLC

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_ and \_\_\_\_\_  
AGENT(S) BROKERAGE

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

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Lois M. Blank and real estate brokerage Assured Real Estate will

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

## CONSENT

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

J P Ducro, Chairman of Ashtabula County Commissio  
dotloop verified 05/17/22 9:07 PM EDT 0007-1144-WVWG-MPEX  
 BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

Marvel Building LLC  
dotloop verified 06/20/22 1:18 PM EDT 1102-7028-1144-3115  
 SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_  
 SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

## DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

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



## CONSUMER GUIDE TO AGENCY RELATIONSHIPS

### ASSURED REAL ESTATE

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

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website [www.com.state.oh.us](http://www.com.state.oh.us).

#### Representing Sellers

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

#### Representing Buyers

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

#### Dual Agency

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

#### Representing Both the Buyer & Seller

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

#### Working With ASSURED REAL ESTATE

ASSURED REAL ESTATE does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but ASSURED REAL ESTATE and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. ASSURED REAL ESTATE will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

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

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

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

**Working With Other Brokerages**

When ASSURED REAL ESTATE lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. ASSURED REAL ESTATE does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because ASSURED REAL ESTATE shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and ASSURED REAL ESTATE will be representing your interests. When acting as a buyer's agent, ASSURED REAL ESTATE also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller -paid fee.

**Fair Housing Statement**

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

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

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

Name (Please Print)

Name (Please Print)

*J.P. Drown, Chairman of Antislavery Society*  
*Commissioner*  
dotloop verified  
05/17/22 9:07 PM EDT  
00F8-JT9C-DB0X-ZXSF

Signature Date

[Empty Signature Box]

Signature Date



<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  <b>SETTLEMENT STATEMENT</b>	<b>B. TYPE OF LOAN:</b>				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER:			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

**C. NOTE:** *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

<b>D. NAME AND ADDRESS OF BUYER:</b>  Ashtabula County Board of Com 25 West Jefferson Street Jefferson, OH 44047	<b>E. NAME AND ADDRESS OF SELLER:</b>  The Marvel Building Company LL 3503 Carpenter Rd Ashtabula, OH 44004	<b>F. NAME AND ADDRESS OF LENDER:</b>  _____ _____ _____
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<b>G. PROPERTY LOCATION:</b> 30 West Walnut Street  Ashtabula County	<b>H. SETTLEMENT AGENT:</b> Andover Title Company, LLC  <b>PLACE OF SETTLEMENT</b> 100 Public Square, PO Box 217 Andover, Ohio 44003	<b>I. SETTLEMENT DATE:</b>  August 12, 2022
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J. SUMMARY OF BUYER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BUYER:</b>	
101. Contract Sales Price	154,900.00
102. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	1,182.50
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BUYER</b>	<b>156,082.50</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:</b>	
201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to	
211. County Taxes 01/01/22 to 08/13/22	1,762.57
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BUYER</b>	<b>1,762.57</b>
<b>300. CASH AT SETTLEMENT FROM/TO BUYER:</b>	
301. Gross Amount Due From Buyer (Line 120)	156,082.50
302. Less Amount Paid By/For Buyer (Line 220)	( 1,762.57)
<b>303. CASH ( X FROM ) ( TO ) BUYER</b>	<b>154,319.93</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract Sales Price	154,900.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>154,900.00</b>
<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	12,878.60
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage	
505. Payoff of second Mortgage	
506.	
507. Final Water & Sewer Funds Held to Aqua Ohio Inc.	500.00
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes 01/01/22 to 08/13/22	1,762.57
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>15,141.17</b>
<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross Amount Due To Seller (Line 420)	154,900.00
602. Less Reductions Due Seller (Line 520)	( 15,141.17)
<b>603. CASH ( X TO ) ( FROM ) SELLER</b>	<b>139,758.83</b>

**ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**

**Buyer:** Ashtabula County Board of Com  
**Seller:** The Marvel Building Company LLC  
**Settlement Agent:** Andover Title Company, LLC  
(440)293-6346  
**Place of Settlement:** 100 Public Square, PO Box 217  
Andover, Ohio 44003  
**Settlement Date:** August 12, 2022  
**Property Location:** 30 West Walnut Street  
Ashtabula County

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Ashtabula County Board of Commissioners

The Marvel Building Company LLC

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

\_\_\_\_\_  
Andover Title Company, LLC  
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**L SETTLEMENT CHARGES**

<b>700. TOTAL COMMISSION Based on Price</b>	\$ 154,900.00 @ 7.0000 %	10,843.00		
<i>Division of Commission (line 700) as Follows:</i>				
701. \$ 10,843.00	to Assured Real Estate			
702. \$ 396.00	to Assured Real Estate			
703. Commission Paid at Settlement			198.00	11,041.00
704.	to			
Note: Line 702 Includes Adjustment of 396.00 For				
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>				
801. Loan Origination Fee	% to			
802. Loan Discount	% to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Ins. App. Fee	to			
807. Assumption Fee	to			
808.				
809.				
810.				
811.				
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>				
901. Interest From	to @ \$ /day ( days %)			
902. MIP TotIns. for LifeOfLoan	for months to			
903. Hazard Insurance Premium for	years to			
904.				
905.				
<b>1000. RESERVES DEPOSITED WITH LENDER</b>				
1001. Hazard Insurance	months @ \$ per month			
1002. Mortgage Insurance	months @ \$ per month			
1003. City/Town Taxes	months @ \$ per month			
1004. County Taxes	months @ \$ per month			
1005. Assessments	months @ \$ per month			
1006.	months @ \$ per month			
1007.	months @ \$ per month			
1008.	months @ \$ per month			
<b>1100. TITLE CHARGES</b>				
1101. Settlement or Closing Fee	to Andover Title Company, LLC		500.00	500.00
1102. Abstract or Title Search	to			
1103. Title Examination	to Andover Title Company, LLC			200.00
1104. Title Insurance Binder	to Andover Title Company, LLC			75.00
1105. Document Preparation	to			
1106. Notary Fees	to			
1107. Attorney's Fees	to			
<i>(includes above item numbers: )</i>				
1108. Title Insurance	to Old Republic Title Insurance Company		442.50	442.50
<i>(includes above item numbers: )</i>				
1109. Lender's Coverage	\$			
1110. Owner's Coverage	\$ 154,900.00	885.00		
1111.				
1112.				
1113.				
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>				
1201. Recording Fees: Deed \$ 42.00 ; Mortgage \$ ; Releases \$			42.00	
1202. City/County Tax/Stamps: Deed 620.10 ; Mortgage				620.10
1203. State Tax/Stamps: Deed ; Mortgage				
1204.				
1205.				
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>				
1301. Survey	to			
1302. Pest Inspection	to			
1303.				
1304.				
1305.				
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>			<b>1,182.50</b>	<b>12,878.60</b>

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

\_\_\_\_\_  
Andover Title Company, LLC  
Settlement Agent