

RESOLUTION APPROVING A PURCHASE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY ON BEHALF OF THE ASHTABULA COUNTY VETERAN SERVICES COMMISSION AND JACKLYN AND RICK FEATSENT, BERNARD MELARAGNO AND DAVID MELARAGNO FOR THE PURCHASE OF PROPERTY LOCATED AT 1709 EAST PROSPECT, ASHTABULA, OHIO

WHEREAS, the Ashtabula County Board of Commissioners on behalf of the Ashtabula County Veterans Service Commission desire to purchase a building located at 1709 East Prospect, Ashtabula Ohio 44004; and

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

Property Location: 1709 East Prospect, Ashtabula Ohio 44004
Buyer: Ashtabula County Board of Commissioners, 25 W. Jefferson St., Jefferson, OH 44047
Sellers: Jacklyn & Rick Featsent, 1416 Lyndon Ave. Ashtabula, OH 44004
Bernard Melaragno 1516 Union Ave., Ashtabula, OH 44004
David Melaragno, 2599 Countryside Blvd. (111), Clearwater, FL 33761
Purchase Price: \$239,000.00
Term: closing to occur February 22, 2023

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

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-113

February 14, 2023

RESOLUTION APPROVING A PURCHASE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY ON BEHALF OF THE ASHTABULA COUNTY VETERAN SERVICES COMMISSION AND JACKLYN AND RICK FEATSENT, BERNARD MELARAGNO AND DAVID MELARAGNO FOR THE PURCHASE OF PROPERTY LOCATED AT 1709 EAST PROSPECT, ASHTABULA, OHIO

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

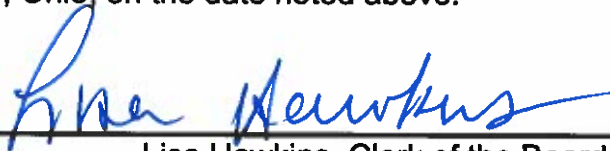
VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

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.



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

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this “**Agreement**”) is dated as of February 14, 2023 (the “**Effective Date**”), by and between Jaclyn & Rick Featsent, Bernard Melaragno, and David Malaragno, (collectively the “**Seller**”) and Ashtabula County Board of Commissioners (“**Purchaser**”).

BACKGROUND

A. Seller owns the real property located at 1709 E. Prospect, Ashtabula, Ohio 44004 and more particularly described on Exhibit A attached to and made a part of this Agreement, together with all buildings, improvements, appurtenant rights, privileges and easements with respect to such property (collectively, the “**Property**”).

B. Seller wishes to sell, and Purchaser wishes to purchase, all of Seller’s right, title and interest in and to the Property, on the terms, conditions and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, Seller and Purchaser agree as follows:

1. Purchase and Sale; Conveyance. Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, all of Seller’s right, title and interest in and to the Property upon the terms, conditions and provisions set forth in this Agreement, and upon approval of the Ashtabula Board of County Commissioners. Seller shall convey the Property to Purchaser by limited warranty deed (the “**Deed**”) subject only to matters shown in the commercial inspection report done by Purchaser on November 4, 2022, and provided to Seller.

2. Purchase Price. The purchase price for the Property shall be TWO HUNDRED AND THIRTY NINE THOUSAND DOLLARS AND 00/100 DOLLARS (\$239,000.00) (the “**Purchase Price**”). Purchaser shall deposit the entire Purchase Price amount with the Escrow Agent within ten (10) business days of signing this Agreement or upon approval by the Ashtabula County Board of Commissioners, whichever is later in time.

3. Closing Date. The closing date (“**Closing**”) will be February 22, 2023 and upon approval of the Ashtabula Board of County Commissioners through resolution.

4. Title and Survey Review. Purchaser and Seller will share the cost of a title search and review, which will be completed within 10 days of this Agreement, no later than prior to Closing. Seller shall convey marketable title to Purchaser by general warranty deed, free and clear of all encumbrances whatsoever. *Title Professionals* to perform title work.

5. Purchaser’s Review. Within three (3) business days after the Effective Date, Seller shall provide to Purchaser, to the extent such items are contained in Seller’s electronic central property file and relate to the Property, site plans, surveys, previous title searches, commitments

and title policies, as-built drawings, soil reports, environmental reports, leases, and permits (collectively, the “**Seller Property Documents**”). The Seller Property Documents will be provided without representation or warranty of any kind whatsoever. Buyer acknowledges that Seller has already provided all documents requested of them that they have in their possession or are reasonably obtainable by them. No additional documents need to be provided under this section.

6. Purchaser’s Right of Entry.

Seller shall permit Purchaser and its authorized employees, agents, and other representatives to enter upon the Property to inspect and conduct non-invasive tests on the property. Purchaser hereby agrees to indemnify and hold Seller harmless for any injury or physical damage during this inspection period to the extent caused by Purchaser’s negligent acts or omissions. Seller hereby agrees to indemnify Purchaser to the extent that as Purchaser is inspecting, Seller will manage, operate, maintain and repair the Property in the ordinary course of business in accordance with sound property management practice and in good repair, working order and condition up to Closing. The Purchaser’s total liability under this Agreement shall be limited to the Purchase Price plus the amount set forth in the fiscal officer’s certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Ashtabula County Veteran’s Commission be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the Purchaser without a new Auditor’s certificate. This indemnification shall survive the termination of or Closing under this agreement.

7. Representations and Warranties.

(a) Seller’s Representations. Seller hereby makes the following representations, each of which is true and shall be true on the Closing in all material respects:

(i) Seller has full power and authority to enter into this Agreement and to perform all the obligations of Seller hereunder and no further consent or approval is required in order to constitute this Agreement a legal, valid and binding obligation of Seller;

(ii) To Seller’s knowledge, Seller has not received written notice of any continuing violation, either by Seller or by any other person for which Seller is or may likely be liable, of any Environmental Law, emanating from or occurring on the Property. “**Environmental Law**” means any federal, state, or local law, statute, ordinance, regulation, rule, or code (“**Law**”), relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production, or disposal of any substance, material, or waste, which is designated, classified, or regulated as being “toxic” or “hazardous” under any Law in effect as of the date of execution of this Agreement.

(b) Purchaser’s Representation. Purchaser hereby makes the following representation, which is true and shall be true on the Closing in all material respects:

Purchaser has full power and authority to enter into this Agreement, authorized by Veteran's Service Commission Resolution No. 2023-01-VSC, and to perform all the obligations of Purchaser hereunder and no further consent or approval is required in order to constitute this Agreement a legal, valid and binding obligation of Purchaser.

(c) Survivability of the Representations. The representations and warranties of Seller and Purchaser set forth in this Paragraph 7 shall survive the Closing for a period of six (6) months.

8. "AS IS" Condition. The transaction contemplated by this agreement has been negotiated between Seller and Purchaser, this Agreement reflects the mutual agreement of Seller and Purchaser and Purchaser has conducted its own independent examination of the property. Except for the representations set forth in paragraph 6 above, Purchaser has not relied upon and will not rely upon any representations or warrant of Seller or any of Seller's agents or representatives, and Purchaser hereby acknowledges that no such representations have been made.

9. Purchaser's Release of Seller.

(a) Seller Released From Liability. Seller is hereby released from all responsibility and liability to Purchaser regarding the condition (including its physical condition and its compliance with applicable laws, and the presence in the soil, air, structures and surface and subsurface waters, of hazardous or toxic materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever except to the extent that such responsibility or liability is the result of the material inaccuracy (if any) of Seller's representations under Paragraph 8(a) hereof.

(b) Purchaser's Waiver of Objections. Purchaser acknowledges that Prior to the Closing, it will have been provided with an opportunity to inspect the Property, observe its physical characteristics and existing conditions and had, or will have, the opportunity to conduct such investigation and study on and of said Property and adjacent areas as it deemed necessary, and subject to Seller's responsibility for any breach of the warranties and representations contained in Paragraph 8(a) of this Agreement, hereby waives any and all objections to or complaints (including but not limited to actions based on federal, state or common law and any private right of action under CERCLA, RCRA or any other state and federal law to which the Property is or may be subject) regarding physical characteristics and existing conditions, including without limitation structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous or toxic materials on, under, adjacent to or otherwise affecting the Property. Purchaser further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property, and the risk that adverse physical characteristics and conditions, including without limitation the presence of toxic or hazardous materials or other contaminants, may not be revealed by its investigation.

(c) Survival. The foregoing waivers and releases by Purchaser shall survive either (a) the Closing and the recordation of the Deed, and shall not be deemed merged into the Deed upon its recordation, or (b) any termination of this Agreement.

10. Possession. Seller shall deliver possession of the Property to Purchaser at Closing.

11. Closing Date. Closing of the transaction contemplated hereby (“Closing”) shall be at such time as shall be mutually agreeable to the parties hereto.

12. Title Policy. At Closing, the Title Insurer shall issue to Purchaser or be irrevocably committed to issue to Purchaser an ALTA Owner’s Policy of Title Insurance in the amount of the Purchase Price and dated as of the Closing, insuring title to the Property in Purchaser, subject only to the Permitted Exceptions and the Title Insurer’s so-called “standard exceptions” (the “Title Policy”).

13. Closing Adjustments.

(a) Real and personal property taxes and assessments, property owners association dues or assessments, if any, and other similar charges attributable to the Property (collectively, the “Taxes”) will be prorated as of the Closing. If the amount of any Tax is not ascertainable at Closing, the adjustment thereof shall be on the basis of the most recently ascertainable bill therefor. Such prorations shall be final.

(b) All prepaid and unpaid operating expenses of the Property, including, without limitation, public utility charges, maintenance, repair, management and other service charges, and other normal operating charges shall be prorated as of the Closing based upon the best available information. As part of Closing, water and sewer charges will be prorated as of the Closing. Such prorations shall be final. Outside of Closing, Seller will receive final readings of all other utilities and shall remain liable for final payments of its utility accounts. Seller intends to have its utility accounts closed and the utility services provided pursuant to such accounts shut off as of the Closing and, as of the Closing, Purchaser will be solely responsible for arranging for all of the utility accounts to be established in Purchaser’s name and the utility services provided pursuant to such accounts furnished to the Property. Seller shall have no liability for, and Purchaser hereby releases Seller from, all responsibility and liability regarding any loss, cost or damage to the Property or any other consequence resulting from Purchaser’s failure to cause utility services to be provided to the Property following Closing, including any loss, cost or damage resulting from Purchaser’s failure to open utility accounts in its name.

(c) Closing Costs. Seller and Buyer shall share the cost of the title search using an agreed upon vendor.

14. Damage and Destruction. If, after the date of this Agreement and prior to the Closing, any building on the Property shall be destroyed or materially damaged by fire or other casualty not caused by Purchaser’s negligence or acts, Seller shall promptly give Purchaser notice of such occurrence, and if Purchaser reasonably determines that any such damage or destruction would hinder or result in the Property being unsuitable for Purchaser’s intended use thereof, Purchaser may, within fourteen (14) days after such notice, elect (by providing written notice of

such election to Seller) to either (a) terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and neither party shall have any rights, obligations, or liabilities to the other hereunder except as explicitly set forth herein, or (b) close the transaction contemplated hereby as scheduled (except that if the Closing is less than fourteen (14) days following Purchaser's receipt of such notice, the Closing shall be delayed until Purchaser makes such election), in which event Seller shall assign and/or pay to Purchaser at Closing all insurance awards collected with respect to such damage or destruction.

15. **Notices.** Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and served either personally or sent by United States registered or certified mail, return receipt requested, postage prepaid or by pre-paid nationally recognized overnight courier service, and addressed to the parties at their respective addresses set forth below. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Seller:

Jackie & Rick Featsent
1416 Lyndon Ave
Ashtabula, OH 44004
Jackiejo_8@hotmail.com

Bernard Melaragno
1516 Union Ave
Ashtabula, OH 44004-2462

David Melaragno
2599 Countryside Blvd (111)
Clearwater, FL 33761

With a copy to:

Seller's Representation:
Luke Gallagher
354 Main Street
Conneaut, OH 44030
lpgallagher@gwc.mail.net

If to Purchaser:

Ashtabula County Veteran's Service Commission
Attention: Ben Schwartzfigure
1212 Lake Avenue
Ashtabula, Ohio 44004
bmschwartzfigure@ashtabulacounty.us

With a copy to:

Collen M. O'Toole
Ashtabula County Prosecutor
25 West Jefferson Street
Jefferson, Ohio 44047

Notices given hereunder shall be deemed to have been given on the date of personal delivery (or the first business day thereafter if delivered on a non-business day), three (3) days after the date of certified mailing or the next business day after being sent by overnight courier.

16. Entire Agreement, Amendments and Waivers. This Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

17. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

18. Miscellaneous.

(a) Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

(b) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

(c) Time is of the essence of this Agreement.

(d) In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

(e) All actions required pursuant to this Agreement necessary to effectuate the transaction contemplated herein has been or will be taken promptly and in good faith by Purchaser and Seller and their representatives, employees and agents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written above.

SELLER:

Jaclyn Featsent

By: Jaclyn Featsent
Date: 2-13-23

Rick Featsent

By: Rick Featsent
Date: 2-11-23

Bernard Melaragno

By: Bernard Melaragno
Date: 2-12-23

David Melaragno

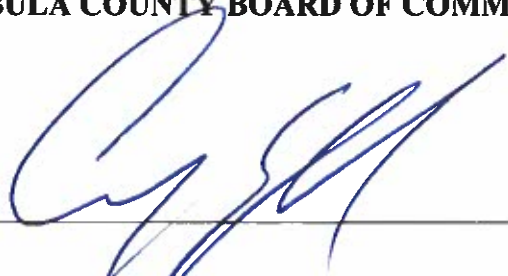
By: David Melaragno
Date: Feb. 10, 2023

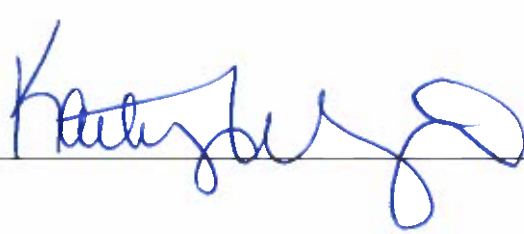
PURCHASER:

Ashtabula County Veteran's Service
Commission

By: Erasmus M. Schwartz
Date: 2/13/2023

ASHTABULA COUNTY BOARD OF COMMISSIONERS

By: 
Date: 2/14/2023

By: 
Date: 2/14/2023

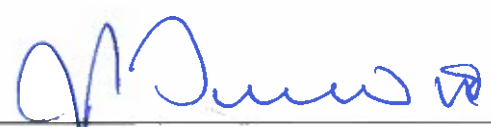
By: 
Date: 2/14/2023

Exhibit A

Sharp's Land Surveying
4141 State Road South, Ashtabula, OH 44004 (440) 992-5878

Description of a 0.373-acre parcel of land

Situated in the Township of Ashtabula, County of Ashtabula, State of Ohio, and known as being part of the Holmes Tract in Township 13 North, Range 3 West in the Connecticut Western Reserve, and being further bounded and described as follows:

Commencing at the intersection of the centerlines of Prospect Road (U.S.R.20, 80') and Blair Avenue (50'); thence N-82°21'00"E, along the centerline of Prospect Road, a distance of 35.55' to a point. Thence N-07°39'00"W a distance of 40.00' to an iron pin set in the north line of Prospect Road at its intersection with the revised east line of Blair Avenue, and the Principal Place of Beginning of the parcel herein described.

Thence N-46°24'06"W, along the revised east line of Blair Avenue, a distance of 13.92' to an iron pin set in the original east line of Blair Avenue.

Thence N-05°35'51"W, along the original east line of Blair Avenue, a distance of 226.63' to an iron pin set in the southwest corner of Sublot 129 in the Latimer Allotment (recorded at Volume 9, Page 49 of Ashtabula County plat records).

Thence N-82°36'56"E, along the south line of said Sublot 129, a distance of 68.73' to a 5/8" iron pin found in the northwest corner of lands conveyed to 1719 East Prospect, LLC, as Tract Two, by deed recorded in Volume 604, Page 1470 of the Ashtabula County Recorder's Official Records (hereinafter "OR").

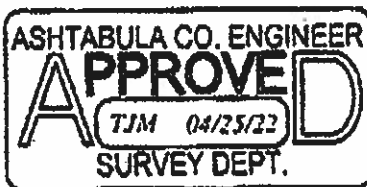
Thence S-05°36'45"E, along the east line of 1719 East Prospect, LLC, a distance of 237.17' to an iron pin set in the north line of Prospect Road.

Thence S-82°21'00"W, along the north line of Prospect Road, a distance of 59.70' to the Principal Place of Beginning. Containing 0.373 acres of land more or less, but subject to all legal highways.

It is intended herein to describe a combination of those parcels of land conveyed to Jaclyn J. Featsent and Ricky Featsent by deed recorded in Volume 79, Page 5020 OR, pursuant to a survey of same in November 2017 and an update thereof in April 2022 by Charles E. Sharp, Ohio Professional Surveyor #7510, Ashtabula, Ohio.

All iron pins set (5/8" rebar, 30" in length) are identified by a plastic cap bearing the imprint "SHARP 7510".

S-82°21'00"W (S-82°21'W-deed) was used on the sidelines of Prospect Road, as described in Volume 79, Page 5020 OR, and is the basis for the bearings herein described.



Charles E. Sharp

