

Sponsor: Committee of the Whole  
This is not a Revision to the Codified Ordinances

CITY OF AURORA  
OHIO

ORDINANCE 2024-133

INTRODUCED BY: Scott Wolf

SECONDED BY: Dennis Korach

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH SHELENE STUDZINSKI, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, FOR THE PURCHASE OF 420 N. CHILLICOTHE ROAD, AURORA, OHIO, IN THE AMOUNT OF \$190,000.00, PLUS APPLICABLE CLOSING COSTS NOT TO EXCEED \$20,000.00 APPROPRIATING \$210,000.00 FROM THE GENERAL FUND (01), TRANSFERRING \$210,000.00 FROM THE GENERAL FUND (01) TO THE CITY OPERATIONS FUND (52), TAKING \$210,000.00 FROM THE CITY OPERATIONS FUND (52)

WHEREAS, the city desires to purchase 420 N. Chillicothe Road, Aurora, Ohio; and

WHEREAS, the parcel is located adjacent to the abandoned railroad right-of-way where a potential city trail may be constructed; and

WHEREAS, the terms of the sale are further detailed in the Purchase Agreement, substantially in the form attached hereto; and

WHEREAS, the necessary funds shall be appropriated from the General Fund (01), transferred from the General Fund (01) to the City Operations Fund (52), and taken from the City Operations Fund (52);

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby authorizes the Mayor to enter into a Purchase Agreement with Shelene Studzinski, substantially in the form attached hereto, for the purchase of 420 N. Chillicothe Road, Aurora, Ohio in the amount of \$190,000.00 plus applicable closing costs not to exceed \$20,000.00.

Section 2. The necessary funds shall be appropriated from the General Fund (01), transferred from the General Fund (01) to the City Operations Fund (52), and taken from the City Operations Fund (52).

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in

compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance shall take effect and be in force after the earliest time provided by law.

Adopted: September 30, 2024 Approved: Sept. 30, 2024

Effective: October 30, 2024 By: Ann Womer Benjamin  
Ann Womer Benjamin, Mayor

Attest: Marie Lawrie  
Marie Lawrie, Clerk of Council

Approved as to legal form by: Dean DePiero  
Dean DePiero, Director of Law

**CERTIFICATE OF POSTING**

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 1<sup>ST</sup> Day of

October, 2024.

Signed this 1<sup>ST</sup> Day of October, 2024.

Marie Lawrie  
Clerk of Council  
City of Aurora

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# MEMORANDUM



**To:** City Council  
**Subject:** Purchase of 420 North Chillicothe Road  
**Date:** September 23, 2024  
**From:** Denise Januska, AICP, Director Planning, Zoning and Building Division  
Laura Holman, Director Parks and Recreation

The city is asking to purchase 420 N. Chillicothe Road. We have evaluated the property according to the Codified Ordinance section 105.02(a) and recommend the purchase of this property by the City of Aurora based on the following criteria:

- **Parcel size:** .7 acres
- **Zoning on and adjacent to the parcel:** R-3 Residential
- **Potential use (consistent with zoning classification):** The land is adjacent to the abandoned railroad right-of-way where a potential trail may be constructed. The city also owns 487 N. Chillicothe allowing for a potential crossing on N. Chillicothe Road (SR 306).
- **Short term changes / immediate needs:** No immediate changes are needed on the property except for demolition of structures.
- **Long term obligations as a result of ownership:** The property will be preserved and maintained by the Parks and Recreation Department.
- **Presence or absence of structures on the property:** The structures on the property will be demolished.
- **What are the impacts of contemplated use on surrounding properties:** There will be a positive impact on surrounding properties. The property will become community greenspace.
- **Annual cost(s) of ownership and maintenance:** There will be minimal expense to the city by owning this property. Periodic maintenance of the property such as invasive species removal may be required.
- **Required improvements:** There are no required improvements.
- **Any unique environmental features which require permanent protection:** Since the property is located adjacent to a potential recreational trail it should be permanently protected. The steep slopes adjacent to the Chagrin River along the southern edge of the property should be preserved as well.

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**420 N Chillicothe Rd**  
**Aurora, OH**



 Parcel of Interest

 Parcels

0 50 100 200 300 400 Feet



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Residential Real Estate Purchase Contract
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- 1 General Definitions and Terms: The following terms used in this purchase contract are defined as follows:
2 "Buyer" includes all persons/entities identified in the Contract as purchasing the Property.
3 "Seller" includes all persons/entities identified in the Contract as selling the Property.
4 "Parties" includes both Buyer and Seller identified in the Contract.
5 "Contract" includes this agreement and any addenda and amendments agreed upon in writing by all Parties.
6 "Property" is the real property described below, including all rights, title, interests, appurtenances, buildings, improvements, and fixtures owned by
7 the Seller except as provided otherwise in this Contract.
8 "Broker" includes without limitation, the brokerage(s) and any affiliated brokers and agents involved in this transaction and shall include both the
9 Seller's Broker and the Buyer's Broker unless provided otherwise.
10 "Days" means calendar day(s), including holidays. Any reference to date and time shall be the U.S. Eastern Time Zone in Ohio.
11 "Date of Acceptance" of this Contract, or any counteroffers, amendments, or modifications thereto shall be when the final writing is executed by
12 all necessary Parties and is delivered to the offering party or their Broker.
13 "Day(s) after Acceptance" starts at 12:01 am the first day following the Date of Acceptance.
14 "EMD" means an Earnest Money Deposit paid by the Buyer.

15 1. Offer. The undersigned Buyer offers to purchase from Seller the Property described below on the terms contained in this offer. On the Date of
16 Acceptance, this offer shall become a legally binding Contract.

17 Property: 440 N. Chillicothe Rd, Aurora Portage OH 44202
18 Parcel I.D. No.(s) 03-023-00-00-021-000
19 Further described as Single Family Home
20 Purchase price shall be \$ 175,000 \$190,000.00 in USD.

21 2. Form of Payment: Buyer shall select and initial one of the following:
22 2.A. [initials] (Initial here) Cash. Buyer will pay the purchase price in cash at closing and agrees this Contract is not contingent on financing.

23 Within 5 days (3 days if left blank) after the Date of Acceptance of this Contract, Buyer shall deliver to Seller or Seller's Broker evidence
24 reasonably satisfactory to Seller, that there are readily available liquid funds necessary to complete this transaction. If Buyer does not deliver such
25 evidence within the time period indicated above, or the evidence provided is not satisfactory to Seller, Seller may terminate this Contract by delivering
26 written notice to Buyer or Buyer's Broker. Seller's failure to deliver the written notice of termination within 3 days of receipt of the evidence or
27 10 days after the Date of Acceptance of the Contract, whichever occurs first, shall constitute a waiver of Seller's right to terminate pursuant to
28 this provision.

29 2.B. [initials] (Initial here) Financing. This Contract is contingent upon Buyer obtaining financing for the purchase of the Property, subject to
30 the below provisions.

31 Loan Application: Within days, (7 days if left blank) after the Date of Acceptance of this Contract, Buyer shall make formal application for a
32 [ ] Conventional [ ] FHA, [ ] VA [ ] USDA [ ] Other (specify type) loan and pay any fees required at the time of application,
33 including appraisal.

34 Buyer shall provide Seller or Seller's Broker in writing with the name of the selected lender, and if requested, the "intent to proceed" notice. Buyer
35 shall act in good faith and with reasonable diligence to acquire loan approval by:

- 36 • Providing all necessary information and documentation to the lender during the mortgage loan application and approval process in a timely
37 manner; and
38 • Maintaining Buyer's credit in good standing and funds to close.

39 Additional financing terms and conditions (i.e., down payment amount, loan terms, loan to value ratio, etc.)
40

41 **Loan Commitment:** The Loan Commitment shall state that the lender will provide financing for the purchase of the Property, subject to conditions  
42 and qualifications imposed at the lender's discretion ("Loan Commitment"). Buyer shall obtain a Loan Commitment within \_\_\_\_ days (45 days if  
43 left blank) of the Date of Acceptance of this Contract ("Loan Commitment Period").

44 Buyer shall deliver one of the following to Seller or Seller's Broker by the end of the Loan Commitment Period:

- 45 1. Written notice from the lender of Loan Commitment (with or without conditions); OR
- 46 2. Written notice from the lender of the loan denial and notice of termination of the Contract. If provided by the end of the Loan Commitment
- 47 Period, the EMD shall be disbursed pursuant to Paragraph 6 (Earnest Money). Buyer's failure to deliver this notice of loan denial and
- 48 termination shall constitute a waiver of Buyer's right to terminate this Contract for loan denial.

49 If Buyer fails to deliver either notice to Seller or Seller's Broker by the end of the Loan Commitment Period, Seller may terminate this Contract by  
50 delivering notice of termination to Buyer or Buyer's Broker within 3 days after the expiration of the Loan Commitment Period. Any EMD received  
51 shall be disbursed pursuant to Paragraph 6 (Earnest Money).

52 **2.C.**   (initial here) Other Financing (Specify type and attach addendum, if necessary) \_\_\_\_\_

54 **2.D. Change in Funding.** Any change in the source or amount of Buyer's funding must be agreed upon in writing and signed by both Parties, unless  
55 the change does not impose additional obligations on Seller and does not impact Buyer's compliance with the dates set forth in this Contract. If  
56 Seller consent is required, such consent shall not be unreasonably withheld.

57 **3. Appraisal Contingency.** This Contract  is  is not contingent upon the Property being appraised by a licensed appraiser at no less than  
58 the purchase price. If the Property appraises at less than the purchase price, Buyer may terminate this Contract by delivering written notice and a  
59 copy of the appraisal to Seller or Seller's Broker no later than 5 days from Buyer's receipt of the appraisal. The Parties may, at the Parties' option,  
60 use the applicable time period to reach a written agreement as a result of the appraisal. Failure by Buyer to terminate this Contract within the  
61 applicable time period constitutes a waiver of this contingency. *If neither option is checked, this section does not apply.*

62 **4. Real Property Closing and Sale Contingency:** Buyer's ability to finance this purchase and/or perform the terms of this Contract is contingent on:  
63 (if applicable, check one)

- 64  The closing of real property owned by Buyer and located at \_\_\_\_\_ which is currently under contract.
- 65 Buyer shall provide written notification to Seller if the pending contract is terminated.
- 66  The sale and closing of real property owned by Buyer which is not currently under contract. The Parties agree to the terms in the
- 67 attached Real Property Sale Contingency Addendum.

68 *If neither option is checked, this section does not apply.*

69 **5. Settlement Charges:** Seller agrees to pay actual settlement charges incurred by Buyer, including but not limited to, discount points, closing costs,  
70 documented pre-pays, lender's policy of title insurance, and any other fees allowed by Buyer's lender in an amount not to exceed \$ \_\_\_\_\_  
71 or \_\_\_\_\_ % of the purchase price. If no amount is entered, the amount shall be zero. This paragraph does not apply to the cost of an owner's  
72 policy of title insurance as pursuant to Paragraph 17 (Title Search and Insurance).

73 **6. Earnest Money:** No later than 5 days (3 days if left blank) after the Date of Acceptance, Buyer shall deliver an EMD in the amount of  
74 \$ 1000.00, which shall be held by the following third party Bennett Land Title (the "Holder"). If a third party other than  
75 an Ohio broker is designated to hold the EMD, the parties agree to execute any escrow agreement required by the Holder, the terms of which may  
76 supplement, but not conflict with this Paragraph 6 (Earnest Money).

77 Within 5 days after the EMD deadline indicated above, Buyer or Buyer's Broker shall provide written confirmation to Seller or Seller's Broker that  
78 Buyer has made the EMD by the date required. If such confirmation is not received by this date, Seller may terminate this Contract by delivering  
79 written notice of termination to Buyer or Buyer's Broker within 3 days after the confirmation of the EMD was required or at any time prior to receiving  
80 confirmation that the EMD has been made.

81 The EMD shall be deposited in the Holder's trust account. Unless agreed otherwise by the Parties in writing, the EMD shall be disbursed at closing  
82 by the Holder in one of the following ways: returned to Buyer, applied to the purchase price, or if held by a Broker, retained by Broker and credited  
83 toward Broker's commission.

84 If this transaction fails to close, the EMD shall be disbursed in accordance with written instructions signed by all Parties to the Contract. In the event  
85 of a dispute between Seller and Buyer regarding the disbursement of the EMD, the Holder shall maintain such funds in its trust account until the  
86 Holder receives (a) written instructions signed by the Parties specifying how the EMD is to be disbursed or (b) a final court order that specifies to  
87 whom the EMD is to be awarded. If within two years from the date the EMD was deposited in the Holder's trust account, the Parties have not  
88 provided the Holder with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Holder shall  
89 return the EMD to Buyer with no further notice to Seller.

90 **7. Fixtures and Equipment:** The Property shall include all improvements and fixtures now located on the Property and owned by Seller. Fixtures  
91 shall include, but are not limited to the following affixed items (if present):

- 92 • Appliances (built-in)
- 93 • Awnings
- 94 • Basketball pole, backboard, and hoop
- 95 • Bathroom, lavatory and kitchen
- 96 • fixtures

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- 97 • Ceiling fans & controls
- 98 • Central vacuum systems and attachments
- 99 • Curtain rods and brackets
- 100 • Double oven
- 101 • Fences, including subsurface electric fences and components
- 102 • Fire, smoke, and carbon monoxide detectors
- 103 • Fireplace inserts, gas logs, grates, doors, and screens
- 104 • Floor coverings, including wall to wall and other attached carpeting
- 105 • Garage door openers and controls
- 106 • Generators
- 107 • Grill and cooking units (exterior)
- 108 • Heaters (electric, gas)
- 109 • Heating and central air conditioning and controls
- 110 • Humidifying equipment and control apparatuses
- 111 • Landscaping including plants, trees, exterior lighting controls, and accessories
- 112 • Light fixtures
- 113 • Mailboxes and permanent flagpoles
- 114 • Media brackets (excluding televisions and other audio/visual components)
- 115 • Microhood/microwave
- 116 • Mirrors
- 117 • Pool (indoor/above ground), including pool equipment, filter, pump, and heater
- 118 • Propane/fuel oil tank with contents as of possession
- 119 • Pumps-septic, sump, and water
- 120 • Radon mitigation system
- 121 • Range hood/fan
- 122 • Security systems/cameras and controls
- 123 • Stationary tubs
- 124 • Storm/screen doors and windows
- 125 • Trash compactor
- 126 • TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- 127 • Utility/storage buildings, sheds, and gazebos
- 128 • Water conditioning systems
- 129 • Water heater
- 130 • Window coverings including blinds, curtain rods, shades and any applicable controls
- 131 • Wood stoves

152 The following checked equipment is also included, which shall be in the same location, condition and working order as of the date of Buyer's offer:

- 154  Dishwasher
- 155  Dryer
- 156  Electric range
- 157  Freezer
- 158  Gas range
- 159  Refrigerators
- 160  Washing machine
- 161  Window draperies
- 162  Wine cooler/refrigerator



*M. H. [Signature]*

163 Other included equipment or fixtures not listed above: \_\_\_\_\_

164 The following are excluded: \_\_\_\_\_

165 The following checked equipment is leased by Seller and is not included with the Property:

- 167  Appliances (specify \_\_\_\_\_)
- 168  Propane tank
- 169  Security system
- 170  Shed
- 171  Solar panels & accessories
- 172  Water conditioning system
- 173  Water heater
- 174  Other \_\_\_\_\_

175 8. Residential Property Disclosure Form: Unless exempt under O.R.C. § 5302.30, sellers of real property that includes one to four dwelling units must provide buyers with a completed Ohio Residential Property Disclosure Form. If Seller claims an exemption, Seller agrees to provide Buyer with an Ohio REALTORS Residential Property Disclosure Exemption Form. If the Residential Property Disclosure Form is required but is not provided prior to the time buyer enters into a contract to purchase, Buyer may be entitled to rescind the Contract. Seller and Buyer may consult with an attorney regarding the obligation to provide this form and the rescission rights provided for under O.R.C. § 5302.30.

176 Buyer  has  has not received an Ohio Residential Property Disclosure Form completed by Seller.

177 9. Inspections and Tests: BROKER STRONGLY RECOMMENDS THAT BUYER CONDUCT INSPECTIONS AND/OR TESTS OF THE PROPERTY AND ITS COMPONENTS. BUYER UNDERSTANDS THAT ALL REAL PROPERTY, FIXTURES AND EQUIPMENT MAY CONTAIN DEFECTS AND CONDITIONS THAT ARE NOT APPARENT, AND WHICH MAY AFFECT THE PROPERTY'S USE, VALUE, OR SAFETY. BUYER AND SELLER AGREE THAT BROKER DOES NOT GUARANTEE OR ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY.

178 9.A. The Parties agree that the following inspections and tests can be performed:

179 1.  Any inspections and tests desired by Buyer at Buyer's sole discretion

180 OR

181 2. The following marked items:

- 182  General home inspection
- 183  Mold
- 184  Chimney/fireplace
- 185  Radon
- 186  Interior gas line
- 187  Septic system
- 188  Lead-based paint
- 189  Structural
- 190  Water/Well
- 191  Wood destroying insects/other pests
- 192  Other: \_\_\_\_\_

201 In addition to the foregoing marked items, Buyer shall have the right to perform any additional inspections recommended by an inspector based on the results of an inspection selected above. Such additional inspections shall be performed within the Inspection Period. Other than those

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203 recommended by an inspector based on the results of an inspection selected above, if Buyer does not select an inspection/test listed above, Buyer  
204 waives the right to have that inspection/test performed.

205 **9.B. Inspection Period.** Inspections and/or tests must be completed no later than 0 days (10 days if left blank) from the Date of Acceptance  
206 of the Contract ("Inspection Period"). If Buyer does not complete an inspection/test during the Inspection Period, that inspection/test shall be deemed  
207 waived.

208 **9.C. Request to Remedy or Termination.** BUYER MAY ONLY TERMINATE THIS CONTRACT FOR MATERIAL DEFECTS WHICH INCLUDES, BUT IS  
209 NOT LIMITED TO, THOSE DEFECTS OR CONDITIONS WHICH IMPACT THE HEALTH, SAFETY, HABITABILITY, USE, OR VALUE OF THE PROPERTY.  
210 BUYER MAY NOT TERMINATE THIS CONTRACT FOR NONMATERIAL CONDITIONS, SUCH AS ROUTINE MAINTENANCE AND COSMETIC ISSUES.

211 If the inspections or tests identify material defects, Buyer may, on or before the end of the Inspection Period, either terminate this Contract or  
212 provide Seller with a request to remedy the defects. A notice of termination or request to remedy must be delivered in writing to Seller or Seller's  
213 Broker and must be accompanied by a copy of the relevant pages of the inspections, tests, or reports specifying the material defects. Failure of  
214 Buyer to provide a notice of termination or a request to remedy on or before the end of the Inspection Period constitutes Buyer's acceptance of  
215 the condition of the Property and shall be a waiver of Buyer's right to terminate pursuant to this provision.

216 If Buyer delivers a request to remedy any material defect not previously disclosed by Seller, the Parties shall have 0 days (3 days if left blank)  
217 to reach a written agreement, ("Remedy Period"). The Remedy Period shall end upon the Parties' execution of a written agreement regarding the  
218 requested remedy. If the Parties do not enter into a written agreement by the end of the Remedy Period, this Contract shall terminate, unless Buyer  
219 withdraws the request to remedy in writing prior to the end of the Remedy Period. Nothing in this section precludes Buyer from terminating this  
220 Contract by delivering written notice to Seller before the expiration of the Remedy Period. Upon termination the EMD shall be disbursed pursuant  
221 to Paragraph 6 (Earnest Money).

222 **9.D. Licensed Inspector.** If a home inspection as defined in O.R.C. § 4764.01 is conducted, it shall be performed by a home inspector licensed by  
223 the Ohio Department of Commerce. Pursuant to O.R.C. Chapter 4764, an inspection or test of only a specific, single component of the Property may  
224 be performed by a qualified or credentialed professional in that field who does not perform an entire or partial home inspection outside their area  
225 of expertise or credential. Buyer assumes the sole responsibility to select and retain licensed and qualified inspector(s) and releases Broker of any  
226 liability regarding the selection, retention, or performance of inspector(s).

227 **9.E. Inspection Costs.** Buyer shall pay the costs of all inspections and/or tests.

228 **9.F. Point-of-Sale Inspections.** Unless otherwise agreed to in writing by the Parties, Seller will deliver the Property point-of-sale compliant prior to  
229 title transfer, if required by local law.

230 **9.G. Damages.** Buyer shall be responsible for the repair of any damages caused by Buyer's inspections and tests. Repairs shall be completed in a  
231 timely and workmanlike manner at Buyer's expense.

232 **10. Lead-Based Paint:** With respect to housing constructed prior to January 1, 1978, Buyer must be provided with the pamphlet entitled "Protect  
233 Your Family from Lead in Your Home" and the form "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." Every Buyer  
234 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  
235 to lead from lead-based paint hazards that may place young children at risk of developing lead poisoning. A risk assessment or inspection for  
236 possible lead-based paint hazards is recommended prior to purchase.

237 For housing constructed prior to 1978:

238 Buyer  has  has not received Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on the Property.

239 Buyer  has  has not received the pamphlet "Protect Your Family from Lead in Your Home"

240 **11. Sex Offender Registration/Off-site Conditions/Property Use:** Ohio's Sex Offender Registration and Notification Law requires the local sheriff to  
241 provide written notice to neighbors if certain designated sex offenders reside or intend to reside in the area. Buyer assumes sole responsibility to  
242 obtain information from the Sheriff's office regarding the registration of sex offenders. Buyer acknowledges that Buyer has conducted investigations  
243 regarding the municipality, zoning, school district, and use of the Property and conditions outside of the boundaries of the Property, including but  
244 not limited to, crime statistics, noise levels (i.e., airports, interstates, environmental), odors, local regulations/developments, or any other issues  
245 relevant to Buyer and has verified that the Property is suitable for Buyer's intended use. Buyer assumes sole responsibility for researching such  
246 conditions. Notwithstanding anything to the contrary, Seller makes no representations or warranties regarding these conditions and the use of the  
247 Property. Buyer acknowledges that Buyer has been given the opportunity to conduct research pertaining to the foregoing prior to execution of this  
248 Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry with local agencies and is not relying, and has not relied, on  
249 Seller or Brokers involved in this transaction.

250 **12. Seller's Cooperation:** Seller agrees to make the Property available, at reasonable hours, for access by Brokers, Buyer, Buyer's inspectors,  
251 licensed appraisers, and other authorized persons as required to satisfy the terms of the Contract. Buyer acknowledges that Buyer and other  
252 professionals are not authorized to be present on the Property without a real estate licensee unless prior, express, written authorization is given  
253 by Seller.

254 All utilities shall remain on until possession is delivered to Buyer except utilities that were turned off at the time of showing. However, Seller agrees  
255 to have all utilities turned on for inspections, tests, and appraisals.

256 **13. Taxes and Assessments:** The real estate taxes for the Property for the current year may change as a result of the transfer of the Property, or  
257 as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change  
258 by governmental authority.

259 Seller shall pay or credit at closing:

- 260 (a) all taxes due and owing and community development charges for the year of closing shall be prorated through the date of closing based
- 261 on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the
- 262 current tax duplicate certified by the County Treasurer. ("long proration method")
- 263 (b) all assessments which are a lien on the Property as of the date of closing.
- 264 (c) all agricultural use tax recoupments for years prior to the year of closing.
- 265 (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which
- 266 are a lien for years prior to closing.

267 Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the  
268 amounts prorated at closing. In any event, all prorations agreed to by the Parties at closing shall be final.

269 These adjustments shall be final, except for the following: (none if nothing inserted)

270 None

271  **Short Proration Method: ONLY CHECK THIS LINE IF THE SHORT PRORATION METHOD IS USED** - Seller's share shall be calculated as of  
272 the date of Closing, based upon the amount of the annual taxes (as determined by the most recently assessed tax amounts) to establish a daily rate  
273 of taxes and then multiplying the daily rate by the number of days from the first day of the current, semi-annual tax period to the date of Closing. If  
274 checked, the short proration method shall be applicable and shall supersede the provision to use the long proration method.

275 The community development charge, if any, applicable to the Property was created by a covenant in an instrument recorded at (insert county)  
276 \_\_\_\_\_, Vol. \_\_\_\_\_, Page number \_\_\_\_\_ or instrument number \_\_\_\_\_.

277 (Note: If the foregoing blanks are not filled in and a community development charge affects the Property, this Contract may not be enforceable  
278 by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code unless the above recording information is provided  
279 by the Seller in a counteroffer.)

280 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority of  
281 future improvements of which any part of the costs may be assessed against the Property, except the following: (none if nothing inserted)

282 None  
283

284 **14. Owners' Association.** If the Property is a condominium unit governed by a Condominium Association or is located within a community  
285 governed by a Homeowners' Association, Seller shall provide Buyer with the following information and documents within \_\_\_\_\_ days (7 days if  
286 left blank) after the Date of Acceptance of the Contract by all Parties:

- 287 • Any declaration and/or deed restrictions, and bylaws of the owners' association (condominium or homeowners), including all amendments
- 288 to the declaration or deed restrictions or bylaws except amendments that only increase the number of units or homes;
- 289 • Association board / management company contact information: name, phone number, email;
- 290 • Contact information for any other mandatory membership association, if applicable: name, phone number, email;
- 291 • A statement from the association regarding this home/unit, confirming when the next association fee and any assessment payment is
- 292 due, how often such fees/assessments are paid, the amount of such payment, the amount of any pending special assessment(s), whether
- 293 the account is current, the amount of any additional mandatory fees for shared amenities or common elements, if applicable, and whether
- 294 there are any pending lawsuits against the Owners' Association;
- 295 • A statement from Seller certifying to the best of Seller's knowledge, the existence of any assessment not yet levied or any violations
- 296 affecting the Property, the association initiation fee, reserve contribution, association transfer fee, and whether there are any pending
- 297 lawsuits against the Owners' Association;
- 298 • Minutes from the last 3 meetings of the directors or trustees of the Owners' Association;
- 299 • Minutes from the last meeting of members of the Owners' Association;
- 300 • Most recent version of unrecorded rules and regulations;
- 301 • Current financial statement showing the nature of the association's assets, including:
- 302 1. Most current balance sheets, income and expense statements, and budget; and
- 303 2. Copy of the most recent reserve study.
- 304 • Percent of condominium units owner occupied, if applicable;
- 305 • The declarations page of the master insurance policy on the development;
- 306 • Any available inspection, engineering, or other certification reports completed within the past five (5) years.

307 **Review Period:** Buyer's obligations are contingent upon satisfactory review of the documents requested above. If Buyer is not provided some or all  
308 of the requested documents or is not satisfied with any of the requested documents, Buyer, as Buyer's sole remedy, may deliver a written notice  
309 of termination to Seller, and the EMD shall be disbursed pursuant to Paragraph 6 (Earnest Money). Buyer's failure to deliver the written notice of  
310 termination within 7 days of receipt of the requested documents or 14 days after the Date of Acceptance of the Contract, whichever occurs first,

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311 shall constitute a waiver of Buyer's right to terminate pursuant to this provision. This provision does not limit Buyer's right to object to matters  
312 set forth on the title commitment.

313 15. Utility Charges, Condominium/Owners' Association Charges, Interest, Rentals, and Security Deposits:

314 15.A. Through the date of possession, Seller shall pay all accrued utility charges, as well as any other charges that are or may become a lien on the  
315 Property.

316 15.B. If Buyer is assuming any mortgage, the interest shall be prorated through the date of closing.

317 15.C. If the Property is subject to a lease, the rents shall be prorated as of the date of closing and security deposits shall be transferred to Buyer.  
318 Keys, rent roll, security deposits and a copy of all leases will be provided to Buyer no later than closing. Any further terms are set forth in the Rental  
319 Property Addendum. (Parties shall initial if attached  / )

320 15.D. At the closing of a Property which is a condominium or subject to a homeowner's association, condominium or other association periodic  
321 charges shall be prorated through the date of closing. Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's  
322 association (condominium or otherwise) in connection with the sale or transfer of the Property, as well as any fee associated with lender/title  
323 company required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the Property, including  
324 without limitation all transfer, processing, expediting, delivery, statement, or management company fees.

325 16. Deed and Conveyance:

326 16.A. Closing services will be provided by: (name of title company, if known.) Bennett Land Title

327 The Parties agree to execute all documents required by the closing/escrow agent. At closing, Seller shall be responsible for transfer taxes, Owners'  
328 Association transfer fees, conveyance fees, deed preparation, settlement fees chargeable to Seller, the cost of removing or discharging any defect,  
329 lien, or encumbrance required for conveyance of the Property as required by this Contract.

330 16.B. Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any,  
331 or fiduciary deed, as appropriate, free and clear of all liens and encumbrances and except the following:

- 332 (a) those created by or assumed by Buyer in writing;
- 333 (b) those specifically set forth in this Contract;
- 334 (c) zoning ordinances;
- 335 (d) legal highways;
- 336 (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- 337 (f) all timber, coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record.

338 16.C. Seller warrants that during their ownership they have not transferred, conveyed, leased, or reserved any timber, coal, oil, gas, or other  
339 mineral rights or interests in the Property ("Rights/Interests"), nor does Seller have knowledge of any prior transfers, conveyances, leases, or  
340 reservations of any Rights/Interests, except those of public record and the following (none if nothing inserted): none  
341

342 Unless otherwise set forth in this Contract, Seller warrants that they will not transfer, lease, or convey to any third party or reserve for themselves  
343 Rights/Interests except to Buyer as set forth in this Contract.

344 Buyer is advised that Seller may not be fully aware of the true extent of the ownership of such Rights/Interests. Buyer is further advised that the  
345 title search customarily performed for the transfer of real estate is a 40-year marketable title exam. This title search does NOT guarantee or determine  
346 the ownership of the Rights/Interests, which would require a specific title search by qualified professionals searching back to the 1800s or earlier.  
347 Buyer is encouraged to obtain a title search to determine the ownership of such Rights/Interests if concerned about this issue. Broker will not  
348 provide legal advice concerning the Rights/Interests in the Property.

349 16.D. Make deed to: City of Aurora, an Ohio Municipal Corporation

350 16.E. In the event a title defect(s) prevents Seller from conveying marketable title on the date of closing, Buyer and Seller mutually agree to extend  
351 the closing date by 15 days (7 days if left blank) to resolve the title defect(s). Buyer may either accept the title defect(s) and close on the  
352 date provided for in Paragraph 20 (Closing) or terminate this Contract by providing written notice to Seller. Upon termination, the EMD shall be  
353 disbursed pursuant to Paragraph 6 (Earnest Money).

354 17. Title Search and Insurance: Title insurance is designed to protect the policyholder of such title insurance for covered losses caused by defects  
355 in title (ownership) to the Property that are in existence on the date and time the policy of title insurance is issued. Title insurance is different from  
356 casualty or liability insurance. Buyer is encouraged to inquire about the benefits of owner's title insurance from a title insurance agency or  
357 provider. An Owner's Policy of Title Insurance, while not required, is recommended. A Lender's Policy of Title Insurance, if required by the  
358 mortgage lender (at an additional cost), does not provide protection to Buyer. Buyer acknowledges that it is Buyer's sole responsibility to make  
359 inquiries regarding the benefits and types of owner's title insurance prior to closing. (select one):

- Buyer selects an ALTA Owner's Policy of Title Insurance (standard)
- Buyer selects an ALTA Homeowner's Policy of Title Insurance (enhanced)
- Buyer elects not to obtain any policy of title insurance

360 If a title insurance policy and title search are selected above, the cost shall be paid as follows (select one):

361  Buyer shall pay the entire cost.

362  Seller shall pay the entire cost. see addendum

363  Seller shall pay 50 % or an amount not to exceed \$ \_\_\_\_\_ and Buyer to pay the balance of the cost.

SIS 09/11/24  
DANIEL MORGAN

364 Seller's contribution to the premium and title search costs shall be in addition to Seller paid settlement charges stated in Paragraph 5 (Settlement  
365 Charges), if any.

366 18. **Property Survey.**

367 18.A. If Buyer or Buyer's lender requires a current survey, such survey shall be paid for by Buyer. If a new survey and legal description are required  
368 by a local governmental authority for the Property to be conveyed to Buyer, Seller shall provide and pay for the new survey and legal description.

369 18.B. Buyer's performance of this Contract  is  is not contingent upon a Property survey confirming the location of the existing boundary  
370 lines and/or the location of the improvements upon the Property relative to such boundary lines, setback lines and/or easements. Buyer has \_\_\_\_\_  
371 days (14 days if left blank) from Date of Acceptance of this Contract to complete the survey and send Seller written notification of termination. If  
372 Buyer fails to deliver such written notice, this contingency is waived.

373 19. **Foreign Investments in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal  
374 Revenue Code, Buyer is required to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal  
375 Revenue Service unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and  
376 Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer instruct the escrow/title agent or legal representatives  
377 to prepare, execute, and deliver any document reasonably necessary to comply with FIRPTA requirements.

378 20. **Closing:** This Contract shall be performed, and this transaction shall be closed on a date mutually agreed upon by the Parties in writing, but in  
379 no event later than 11/1/24 (insert date). For purposes of this Contract, the Parties agree that the transaction will be considered to have  
380 closed when the following has occurred: (Initial only one):

381  all necessary documents have been signed by all required Parties and the transaction is funded.

382 OR

383  The date on which, following the execution of all necessary documents by the Parties, the sale proceeds are disbursed to Seller.

384 Notwithstanding anything to the contrary, in the event that Buyer and Seller are proceeding in good faith and closing cannot occur due to any  
385 occurrence or circumstance out of the direct control of either party (except as reserved for title defects in Paragraph 16.E – Deed and Conveyance),  
386 the date of closing shall be extended for a period of up to 7 days. Unless otherwise agreed, such extension shall extend the terms of possession  
387 and occupancy by an equal number of days as closing was extended.

388 The signatories below grant permission to the settlement agent to provide to their respective Broker copies of the closing disclosure and the  
389 settlement statement prior to closing.

390 21. **Possession:** Possession will be provided to Buyer according to one of the following checked options:

391  At closing.

392  At \_\_\_\_\_ o'clock  AM  PM on \_\_\_\_\_ (insert date) following the closing.

393  \_\_\_\_\_ (insert number of days) after closing at \_\_\_\_\_ o'clock  AM  PM.

394 If Seller maintains possession of the Property after closing, it is recommended that the Parties enter into a post-closing possession addendum.  
395 Addendum  is  is not attached.

396 If Seller fails to vacate as agreed in this Contract or any attached post-closing possession addendum, Seller shall be responsible for all expenses  
397 incurred by Buyer to obtain possession.

398 22. **Property Maintenance:** While Seller is in possession, Seller shall maintain the Property in the same location, condition, and working order as  
399 the Date of Acceptance of this Contract, normal wear and tear excepted. This duty of maintenance shall include, but not limited to, the interior and  
400 exterior grounds and all structural and mechanical equipment, including all major appliances being conveyed.

401 23. **Debris and Personal Property:** Property shall be broom swept clean and Seller shall remove all debris and personal property not included in  
402 this Contract, by the date and time of Buyer's possession. If Seller fails to comply with this Paragraph, any personal property/debris remaining on  
403 the Property shall be deemed abandoned and Seller shall be liable to Buyer for all costs associated with bringing the Property to broom clean  
404 condition and/or removal and disposal of Seller's personal property and other debris.

405 24. **Final Verification of Condition:** Buyer shall have the right to make a final verification of the condition of the Property no later than 5 days  
406 (2 days if left blank) prior to execution of closing documents to confirm that (a) the Property is in substantially the same condition as it was on the  
407 date of this Contract, normal wear and tear excepted or as otherwise agreed, and (b) repairs, if any, have been completed as agreed.

408 25. **Damage or Destruction of Property:** NOTE: UPON DISCOVERY OF DAMAGE OR DESTRUCTION OF PROPERTY, IT IS STRONGLY  
409 RECOMMENDED THAT THE PARTIES RETAIN LEGAL COUNSEL.

410 25.A. Risk of loss to the Property occurring prior to closing shall be borne by Seller. If any part of the Property covered by this Contract is  
411 substantially damaged or destroyed prior to closing, Seller shall, within 2 days from the date of the discovery, give written notice of the damage or  
412 destruction to Buyer and/or Buyer's Broker. Such notice must include all pertinent information regarding insurance policies and claims, including  
413 the amount of any applicable policy deduction. Upon receipt of such notice, Buyer shall, within 10 days of receipt of Seller's notice:

414 (1) Provide written notice to Seller or Seller's Broker that Buyer accepts the condition of the Property as damaged or destroyed and proceed to  
415 close;

416 (2) Agree to proceed to close pursuant to a written agreement reached with Seller regarding the repairs, closing date, and/or any compensation due  
417 Buyer for damages; or

418 (3) Provide written notice that Buyer is terminating the Contract. Upon termination, any EMD made by Buyer shall be disbursed pursuant to Paragraph  
419 6 (Earnest Money).

420 25.B. Buyer's failure to provide one of the notices provided above shall constitute an election by Buyer to terminate the contract pursuant to  
421 Paragraph 25(A)(3) (Damage or Destruction of Property).

422 25.C. Failure by Seller to provide the required written notice to Buyer and/or Buyer's Broker shall result in Buyer, upon discovery of the damage or  
423 destruction before closing, having all rights set forth herein.

424 26. Home Warranty or Protection Plan: Buyer  selects  does not select a home warranty to be provided by \_\_\_\_\_  
425 (Home Warranty Company) and paid for by (select one)  Seller  Buyer at an amount not to exceed \$ \_\_\_\_\_. Broker may receive  
426 compensation for services rendered in connection with the sale of the home warranty.

427 27. Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal  
428 Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations;  
429 refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of  
430 race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section,  
431 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,  
432 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  
433 representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

434 28. Special Flood Hazard Area. Unless previously disclosed by Seller, it is Buyer's sole responsibility to determine whether the Property is in a  
435 Special Flood Hazard Area. If it is determined that the Property is in a Special Flood Hazard Area, Buyer may terminate this Contract by sending  
436 written notice to Seller by either (1) no later than 10 days following the Date of Acceptance of this Contract if disclosed by Seller; or (2) the end of  
437 the Loan Commitment Period if not previously disclosed. If Buyer fails to deliver such written notice, this contingency is waived.

438 29. Electronic/Wire Fraud: Email is not always secure or confidential. Never respond to a request that you send funds or nonpublic personal  
439 information, such as your social security number, credit card or debit card numbers, or bank account and/or routing numbers, by email. If you  
440 receive an email message concerning a transaction and the email requests that you send funds or provide nonpublic personal information, do not  
441 respond to the email and immediately contact the known individual/entity with whom you have an established relationship using a separately verified  
442 method of communication to determine the validity of the email.

443 30. MLS and Concessions: The Parties authorize Broker to report sales information and financing concessions data to any Multiple Listing Service  
444 and, upon request, to any state licensed appraiser researching comparable sales to the extent necessary to accurately reflect market value.

445 31. Professional Advice and Assistance: The Parties acknowledge and agree that the purchase of real property encompasses many professional  
446 disciplines. While Broker possesses considerable general knowledge, Broker is not an expert on matters of law, tax, insurance, financing, surveying,  
447 structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. Broker hereby advises the Parties, and the  
448 Parties acknowledge, that they should seek professional expert assistance and advice in these and other areas of professional expertise. In the  
449 event Broker provides to Buyer or Seller names of companies or sources for such advice, assistance, or services including inspections or repairs,  
450 the Parties additionally acknowledge and agree that Broker does not warrant, guarantee, or endorse the services and/or products of such companies  
451 or sources.

452 32. Indemnification: The Parties acknowledge that Broker is relying on all information provided herein or supplied by Seller or Buyer in connection  
453 with the Property and agree to indemnify and hold harmless Broker from any claims, demands, damages, lawsuits, liabilities, costs, and expenses  
454 (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Seller and/or Buyer.

455 33. Compliance with Dates: Time is of the essence as to all dates set forth in this Contract. This means the Parties must perform by the dates  
456 provided for in this Contract. To be binding, any agreement to modify, extend, or waive any of the dates provided herein must be in writing and  
457 signed by all Parties.

458 34. Dispute Resolution: In consideration of the terms and consideration as stated in this Contract, the Parties agree to mediate any dispute or claim  
459 arising out of this Contract, before initiating any legal action against the other Party. In the event the mediation does not result in an acceptable  
460 resolution of the Parties, then either Party may initiate a legal action against the other Party. Costs related to mediation shall be mutually shared  
461 between or among the Parties. The mediation shall be held in the county where the property is located unless all Parties agree otherwise. The

462 mediator shall be mutually agreed upon by the Parties and is recommended to be a retired Judge or Justice, or an attorney or other professional  
463 with at least five (5) years of residential real estate experience, unless the Parties mutually agree to a different mediator. If the Parties cannot  
464 mutually agree upon a mediator, they will each select a mediator, who will then jointly select a mediator to conduct the mediation.

465 Exclusions: The following matters shall be excluded from mediation: (1) a judicial or non-judicial foreclosure or other action or proceeding to enforce  
466 a deed, mortgage or installment land sale contract as defined in accordance with Ohio law; (2) an unlawful detainer action, forcible entry detainer,  
467 eviction action, or equivalent; (3) the filing or enforcement of a mechanic's lien; and (4) any matter that is within the jurisdiction of a probate, small  
468 claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pendency action, for order of attachment, receivership,  
469 injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provision of this Paragraph.

470 **35. Additional Terms/ Conditions/ Addenda**

471 1. This purchase is subject to the formal approval by the Aurora City Council and the Mayor of the city of Aurora. Seller understands and agrees that the formal approval will  
472 occur on or about September 23, 2024 and that thereafter pursuant to the Charter of the City of Aurora, the Mayor is permitted to sign said purchase agreement thirty (30)  
473 days after formal approval. 2. Buying "AS IS" 3. Waives Home Inspections.

474 **36. Entire Agreement / Amendments to Terms.** The Parties agree that this Contract, constitutes the entire agreement, and no oral or implied  
475 agreement exists. The terms and conditions of any addenda supersede any conflicting terms of this Contract, unless any addenda expressly state  
476 otherwise. Except as provided for in Paragraph 2(D) (Financing), any agreement to modify any terms of this Contract must be in writing and signed  
477 by all Parties to be enforceable. All provisions in this Contract hereto shall survive the closing and delivery of the deed.

478 This Contract shall be governed by and construed in accordance with the laws of the State of Ohio without regard to principles of conflicts of laws.  
479 All disputes, controversies, or litigation that may arise between the Parties must be brought in the county where the Property is located. No waiver  
480 by Seller or Buyer of any rights of the Parties hereunder shall be deemed or construed to be a waiver of such rights with respect to other or future  
481 actions of the Parties. If any of the terms or conditions of this Contract are for any reason held to be invalid or unenforceable, such invalidity or  
482 unenforceability shall not affect any of the other terms or conditions of this Contract.

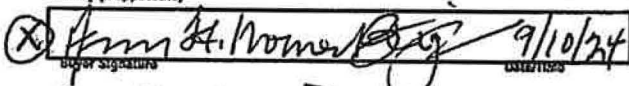
483 **37. Signatures:** Only manual or electronic signatures of the Parties on Contract documents shall be valid for purposes of this Contract and any  
484 written amendments or required notices. For purposes of this provision electronic communication, for example but not limited to email messages  
485 or text messages made by a party or Broker are not considered terms of the Contract and are not binding on the Parties. This Contract may be  
486 executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same  
487 instrument.

488 **38. Acceptance:** This Contract shall be accepted and binding upon each of the Parties and their respective legal representatives, successors and  
489 assigns when the final writing is signed by all necessary Parties and is delivered to the offering party or their Broker. Acceptances and any notices  
490 required under this agreement shall be provided by physical delivery or by electronic transmission and shall be effective upon delivery to the other  
491 party or their Broker. It is strongly recommended that the delivering party verify that delivery has been received by the other party.

492 **39. Duration of Offer:** This offer is open for acceptance until 9/10/24 (insert date) at 3:00 o'clock  AM  PM, unless withdrawn  
493 before acceptance.

494 As a Buyer, it is important to read and understand this offer before signing below. By signing below, Buyer fully understands, and approves this  
495 offer, is of legal age and capacity, has the authority to enter into this Contract and that any and all additional signatories, including that of a spouse  
496 or otherwise, who are necessary in order to purchase the Property or obtain lender financing, have agreed to sign such required purchase and/or  
497 financing documents. (Note: Dower or other spousal rights may require signature of spouse even if spouse is not on loan or title deed.)

498 Buyer acknowledges that upon written acceptance and delivery this is a legally binding Contract and that if any provision is not understood,  
499 legal advice should be obtained.

500  
City of Aurora  
Entity (if applicable)  
 9/10/24  
Buyer Signature Date/Time  
Ann H. Womer Benjamin, Mayor  
Buyer Printed Name (and title if applicable)

Entity (if applicable)  
\_\_\_\_\_  
Buyer Signature Date/Time  
\_\_\_\_\_  
Buyer Printed Name (and title if applicable)

501 **40. Action by Seller:** As a Seller, it is important to read and understand this offer before signing. Seller represents that Seller read and fully  
502 understands this offer, is of legal age and capacity, has the sole and complete authority to enter into this Contract and to sell the Property and that  
503 the consent or approval of any other person or entity is not required.

504 Seller acknowledges that upon written acceptance and delivery this is a legally binding Contract and that if any provisions are not understood,  
505 legal advice should be obtained.

506  Seller accepts Buyer's offer and agrees to convey the Property according to the terms and conditions herein.

507  Seller rejects Buyer's offer.

508  Seller counteroffers according to the modifications attached as Counteroffer Addendum or as modified herein via an electronic signature platform. This counteroffer is open for acceptance until \_\_\_\_\_ (insert date) at \_\_\_\_\_ o'clock  AM  PM.

510

Entity (if applicable) <i>Shelene Studzinski</i>	Entity (if applicable)
Seller Signature <i>Shelene Studzinski</i>	Seller Signature
Seller Printed Name (and title, if applicable) <i>Shelene Studzinski</i>	Seller Printed Name (and title, if applicable)

511 41. **Release of Dower:** If Seller is married and Seller's spouse is not a party to this Contract, by signing below Seller's spouse hereby agrees to  
512 sign a separate release of his/her dower interest in the Property no later than the date of closing. Any questions regarding a spouse's dower interest  
513 should be referred to an attorney.

514

Seller's Spouse Signature	Seller Spouse Printed Name
---------------------------	----------------------------

**For administrative purposes only:**

*Kathy Burns Sanicky*  
Buyer's Agent Name

*C384863*  
License #

*330-858-0407*  
Phone #

*Kathysanicky@aol.com*  
Email

*2015000349*  
Brokerage/Broker & License #

*Amy R. Turos*  
Listing Agent's Name

*2023001252*  
License #

*330-221-3104*  
Phone #

*amyturos@gmail.com*  
Email

\_\_\_\_\_  
Brokerage/Broker & License #

Addendum

To be used in conjunction with the Residential Real Estate Purchase Contract approved by Ohio REALTORS®

1

ADDENDUM # A

2 DATE: 9/11/24

3 This addendum is entered into between Buyer and Seller to supplement the terms and conditions of the  
4 Residential Real Estate Purchase Contract dated 9/10/24 ("Contract") concerning the Property  
5 located at 420 N. Chillicothe Rd, Aurora, OH ("Property").

6 Buyer and Seller hereby agree to supplement the terms of the Contract as follows:

- 7 ① Sales price to be \$190,000
  - 8 ② Buyer to pay all escrow + title fees
  - 9 ③ Seller to pay prorated taxes, real estate commissions +
  - 10 transfer fee.
- 11
- 12 Seller to pay listing agents commission in accordance with listing agreement.
- 13
- 14
- 15

SIS  
09/11/24  
12:32 PM EDT  
idLoop verified

Shelene V. Studzinski  
Mayer

16 OTHER TERMS AND CONDITIONS. All remaining terms of the Contract shall remain the same.

① Arnold L. Thomas Buyer 9/11/24  
Mayer Date/Time 1:44pm

Buyer Date/Time

Shelene V. Studzinski Seller  
Date/Time  
doLoop verified  
09/11/24 12:32 PM EDT  
G73E-NZRW-091W-5VK8

Seller Date/Time



2024-133

e.



**Buyer Broker Compensation Agreement**  
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This document has been prepared by Ohio REALTORS® and is for the use of its members only.

1 **1. Identity of Parties.** This Buyer Brokerage Compensation Agreement is entered into as of the date of the last signature herein, by  
2 and between:

3 Serenity Realty (the "Listing Brokerage");  
4 Shelene V. Studzinski (hereafter Seller, whether one or more than one);  
5 Coldwell Banker Schmidt Realty (the "Buyer Brokerage"); and  
6 City of Aurora (hereafter Buyer, whether one or more than one).

7 **2. Identity of Property.** Buyer Brokerage is representing a buyer who is contemplating making an offer, has made an offer, or has  
8 entered into a contract to purchase or lease the following real property described as follows: \_\_\_\_\_  
9 420 N. Chillicothe Rd, Aurora, OH 44202 (hereinafter the "Property").

10 **3. Fee Arrangement.** Buyer and Seller understand that commissions are not set by law and are fully negotiable.

11 In this transaction, the amount of Buyer Brokerage compensation shall be as follows (if left blank, the amount shall be zero):

- 12 (a) Seller agrees to pay \_\_\_\_\_ toward Buyer's Brokerage compensation to Buyer Brokerage.
- 13 (b) Listing Brokerage agrees to pay \$3800.00 toward Buyer's Brokerage compensation to Buyer Brokerage.
- 14 (c) Buyer agrees to pay \$295.00 to Buyer Brokerage to fulfill Buyer's Brokerage compensation to Buyer
- 15 Brokerage.

16 Total Buyer Brokerage Compensation ((a)+(b)+(c)) shall be: \$4095.00

17 Any commissions or compensation arising from a real estate licensee's licensed activities shall be made payable to the appropriate  
18 brokerage and paid at or before the closing as defined in the purchase agreement. All parties to this Agreement agree that this  
19 document shall serve as irrevocable escrow instructions for the payment of the brokerage fees and commissions.

20 **4. General Terms.** Any modifications or amendments to this Agreement must be in writing and mutually signed by the appropriate  
21 parties. Texts or emails shall not be sufficient to amend or become part of this Agreement, instead a separate writing entered into  
22 by both parties using only manual or electronic signatures shall be effective. This Agreement supersedes any prior agreement by  
23 the parties as to the amount of compensation owed to Buyer Brokerage.

\_\_\_\_\_  
Listing Broker or Authorized Agent Signature Date/Time  
Amy R. Turos, Serenity Realty  
Listing Broker or Authorized Agent Printed Name

Kathy Buros Sanicky 9/10/24  
Buyer Broker or Authorized Agent Signature Date/Time  
Kathy Buros Sanicky  
Buyer Broker or Authorized Agent Printed Name

24 **5. Acknowledgement by Buyer and Seller.**

25 Seller hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.

\_\_\_\_\_  
Seller Signature Date/Time  
\_\_\_\_\_  
Seller Printed Name (and title if applicable)

Shelene Studzinski  
Seller Signature Date/Time  
Shelene Studzinski  
Seller Printed Name (and title if applicable)

26 Buyer hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.

Ann B. Horner 9/11/24  
Buyer Signature Date/Time  
Mayor  
Buyer Printed Name (and title if applicable)

\_\_\_\_\_  
Buyer Signature Date/Time  
\_\_\_\_\_  
Buyer Printed Name (and title if applicable)

2024-133 e.



# 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: 420 N. Chillicothe Rd, Aurora, OH 44202  
Buyer(s): City of Aurora  
Seller(s): Shelene V. Studzinski

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

The buyer will be represented by Kathy Burns Janicky AGENT(S) and Coldwell Banker Schmidt BROKERAGE  
The seller will be represented by Amy R Turos AGENT(S) and Serenity Realty 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) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ 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.

Shelene V. Studzinski 9/10/24  
 BUYER/TENANT DATE  
 \_\_\_\_\_  
 BUYER/TENANT DATE

Shelene V. Studzinski \_\_\_\_\_  
 SELLER/LANDLORD DATE  
 \_\_\_\_\_  
 SELLER/LANDLORD DATE

Strong verified  
09/11/24 12:32 PM EDT  
QATA RDN 2025 459V

2024-133 e.



# 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







2024-133 e.



Eff. 6/2022

STATE OF OHIO  
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials SS Date 9/7/24  
Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials  AM Date 9/10/24  
Purchaser's Initials  AM Date \_\_\_\_\_

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Eff. 06/2022

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

420 North Chillicothe Road, Aurora, OH 44202

Owners Name(s):

Date: 9-7-24

Owner is not occupying the property. If owner is occupying the property, since what date:

If owner is not occupying the property, since what date: never lived here

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? No

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) Yes No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Cleaned Oct 2023

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? No

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? No

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? No

Owner's Initials, Date 9/7/24

Purchaser's Initials, Date 9/10/24

2024-133 e.

Property Address 420 North Chillicothe Road, Aurora, OH 44202

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances?  Yes  No

If "Yes", please describe and indicate any repairs completed: downstairs shower  
Wall - minimal damage

Have you ever had the property inspected for mold by a qualified inspector?  Yes  No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes  No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of any previous or current fire or smoke damage to the property?  Yes  No

If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?

Yes  No

If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

- |                             |  |                               |  |
|-----------------------------|--|-------------------------------|--|
| 1) Electrical               | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A | 8) Water softener             | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 2) Plumbing (pipes)         | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A | a. Is water softener leased?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 3) Central heating          | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A | 9) Security System            | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 4) Central Air conditioning | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A | a. Is security system leased? | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| 5) Sump pump                | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A | 10) Central vacuum            | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 6) Fireplace/chimney        | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A | 11) Built in appliances       | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |
| 7) Lawn sprinkler           | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A | 12) Other mechanical systems  | <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

- |   |  |
|---|--|
| 1) Lead-Based Paint                         | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown |
| 2) Asbestos                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown |
| 3) Urea-Formaldehyde Foam Insulation        | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown |
| 4) Radon Gas                                | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown |
| a. If "Yes", indicate level of gas if known | _____  |
| 5) Other toxic or hazardous substances      | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials [Signature]

Date 9/7/24

Purchaser's Initials [Signature]

Date 9/10/24

2024-133 e.

Property Address 420 North Chillicothe Road, Aurora, OH 44202

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

Do you know of any oil, gas, or other mineral right leases on the property?  Yes  No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain?  Yes  No  Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?  Yes  No  Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property?  Yes  No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property).  Yes  No

If "Yes", please describe: \_\_\_\_\_

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_

List any current assessments: \_\_\_\_\_ monthly fee \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc.  Yes  No

If "Yes", please describe (amount) \_\_\_\_\_

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

1) Boundary Agreement  Yes  No

4) Shared Driveway  Yes  No

2) Boundary Dispute  Yes  No

5) Party Walls  Yes  No

3) Recent Boundary Change  Yes  No

6) Encroachments From or on Adjacent Property  Yes  No

If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:

none

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials SS

Date 9/17/24

Owner's Initials \_\_\_\_\_

Date \_\_\_\_\_

Purchaser's Initials ATW

Date 9/10/24

Purchaser's Initials \_\_\_\_\_

Date \_\_\_\_\_

Property Address 420 North Chillicothe Road, Aurora, OH 44202

**CERTIFICATION OF OWNER**

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: D. Studzinski

DATE: 9-7-24

OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS**

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered *prior* to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to the potential presence of hazardous materials (Radon Gas, lead pipes, toxic mold, etc.) that may affect the purchaser's decision to purchase the property. See Appendix A for a list of resources.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: Ann Marie Berg  
PURCHASER: Aurora

DATE: 9/10/24  
DATE: \_\_\_\_\_

Property Address:  
420 North Chillicothe Road, Aurora, OH 44202

Form No. 9600-(

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

**Lead Warning Statement**

Every purchaser 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 to 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 (initial (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(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 (initial (i) or (ii) below):

(i)  Seller has provided the purchaser 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.

**Purchaser's Acknowledgment**

(c) Purchaser has (initial (i) or (ii) below):

(i)  received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii)  not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).

(e) Purchaser has (initial (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

(f)  (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 or enter N/A if not applicable)

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

(g)  Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.<sup>1</sup>

**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.

<i>A. Studynski</i>	<i>9/7/24</i>	<i>Ann H. Womack</i>	<i>9/10/24</i>
Seller	Date	Purchaser	Date
		<i>Kathy Burns Saxidey</i>	<i>9/9/24</i>
Seller's Agent	Date	Purchaser's Agent <sup>1</sup>	Date

**Paperwork Reduction Act**

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

<sup>1</sup> Only required if the purchaser's agent receives compensation from the seller.

2024-133

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**EXCLUSIVE BUYER REPRESENTATION AGREEMENT (Flat Fee & Percentage)**

*This document has been prepared by Ohio REALTORS® and is for the use of its members only.*

1 This is a legally binding agreement establishing an exclusive agency relationship between Buyer and Brokerage and establishing  
2 Buyer's obligations to compensate the Brokerage. If Buyer does not understand this Agreement, Buyer should seek the advice of an  
3 attorney. The exclusive agency relationship as set forth in this Agreement means that Buyer agrees to be exclusively represented by  
4 the Brokerage identified herein. This Agreement grants the right to represent during the term identified below, subject to the terms  
5 of this Agreement. Buyer understands that if Buyer enters into multiple buyer representation agreements, Buyer could be liable for  
6 paying multiple fees on the same transaction.

7 This Exclusive Buyer Representation Agreement (this "Agreement") is entered into by and between Kathy Burns Sanicksy  
8 \_\_\_\_\_ (names of agent(s)) and Coldwell Banker Schmidt Realty (name of brokerage)  
9 (collectively the "Brokerage") and the undersigned "Buyer" (whether one or more than one).

10 **1. Purpose.** The purpose of this Agreement is to establish an exclusive agency relationship between Buyer and Brokerage. Buyer  
11 hereby grants to Brokerage the exclusive right to locate real property on behalf of Buyer and to assist Buyer in the negotiations for  
12 its purchase or acquisition on terms and conditions authorized by Buyer, and as set forth below: \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_

15 **2. Term.** This Agreement is for the period beginning on 9/9/24 (month/day/year format), and ending on  
16 11/9/24 at 11:59PM EST. If Buyer enters into a contract to purchase or lease any real property, the expiration of the term  
17 shall be automatically extended through the closing of the transaction.

18 **3. Duties and Services of the Brokerage.** After entering into an agency relationship contemplated by this Agreement, Brokerage  
19 through its appointed licensed agent, is considered your fiduciary. This means the licensed agent will use their best efforts to further  
20 your interests. Under Ohio law, your licensed agent must:

- 21 • Exercise reasonable skill and care in representing you and carrying out the responsibilities of the agency relationship;
- 22 • Perform the terms of any written agency agreement
- 23 • Follow any lawful instructions of the client
- 24 • Be loyal to the interest of the client
- 25 • Comply with all requirements of Ohio real estate licensing laws and other applicable statutes, rules, and regulations, including
- 26 state and federal fair housing laws
- 27 • Disclose any material facts of the transaction of which the licensee is or should be aware
- 28 • Advise the client to obtain expert advice related to material matters when necessary or appropriate
- 29 • Account in a timely manner for all moneys and property received in which the client has or may have an interest
- 30 • Keep all confidential information confidential, unless permitted to disclose the information pursuant to ORC 4735.74(B). This
- 31 includes the duty to not disclose confidential information to any licensee who is not an agent of the client.

32 **4. Contemporaneous Offers.** Ohio law permits real estate agents and brokers to represent more than one buyer at a time and to  
33 show those buyers the same properties. In some instances, more than one buyer represented by the same agent may want to make  
34 an offer to purchase the same property that will be considered by the seller at the same time. Under Ohio law, this is referred to as  
35 "contemporaneous offers." If this occurs, Ohio law requires that you be notified in writing of this fact by your agent. This written  
36 notice can be communicated via email or text message. If written notification cannot be delivered to you in a timely manner, your  
37 agent can notify you verbally. If you are notified that a contemporaneous offer situation exists, you can request to be referred to  
38 another licensee. Please be advised that your agent is not permitted to disclose the identity of the other buyer(s) or the terms of their  
39 offers to purchase as this information is considered confidential information under Ohio law.

40 **5. Dual Agency.** Buyer understands the possibility that a dual agency situation would exist in the event Buyer would purchase one of  
41 Brokerage's listings and that brokers and managers of the Brokerage would be dual agents in any transactions where Buyer would  
42 purchase or acquire any real property listed for sale by the Brokerage.

43 Buyer (check one)  CONSENTS or  DOES NOT CONSENT to Buyer's licensed agent simultaneously working with the seller  
44 as a dual agent.

45 **6. Duties of Buyer.** During the term of this Agreement, Buyer agrees to use the Brokerage exclusively in Buyer's search for such real  
46 property and for all subsequent negotiations for its purchase or acquisition. Buyer agrees to cooperate, including promptly providing  
47 Brokerage with any pertinent information requested by Brokerage. Buyer agrees not interfere with Brokerage's efforts to accomplish  
48 the purpose set forth in this Agreement. Buyer agrees not to record video or photographs of a property without the seller's written  
49 consent. Buyer is advised that some sellers may have audio and/or video surveillance that could record or monitor conversations.

50   Buyer represents that they have not entered into any exclusive or non-exclusive buyer representation agreements  
51 that could be in conflict with this Agreement.

52 **7. Compensation.** Buyer understands that broker fees and commissions are not set by law and are fully negotiable, and may be  
53 paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between  
54 brokers. Unless otherwise amended in writing by the Buyer and Brokerage, Buyer shall pay the Brokerage as follows (insert buyer's  
55 initials, section is not applicable if left blank):

56   a combined commission including a flat fee of \$ 295 plus a rate of 2 % of the purchase price,  
57 total lease, or option price of any real property acquired by Buyer at closing of the transaction.

58 Additional Terms:  
59 \_\_\_\_\_  
60 \_\_\_\_\_

61 The Parties agree and understand that any compensation made payable pursuant to this Agreement shall be made payable only to  
62 the Brokerage. The Parties agree and understand that the Brokerage has earned the commission as stated in this Paragraph 7 if during  
63 the term of this Agreement Buyer, any assignee of Buyer, or any person or legal entity acting on behalf of Buyer directly or indirectly  
64 enters into an agreement to purchase, option, lease, or exchange and:

65 (a) The purchase or acquisition occurs during the stated term of this Agreement and Buyer and Brokerage have not  
66 terminated this Agreement prior to entering into a purchase agreement or lease for any real property, or

67 (b) The purchase or acquisition occurs within 30 calendar days of the end of the stated term of this Agreement and  
68 Buyer became aware of the purchased or acquired real property during the stated term of this Agreement.

69 Buyer agrees and consents, if a listing agent or seller, or any other third party offers buyer's agent compensation to the Brokerage,  
70 then Brokerage shall make reasonable efforts to obtain said compensation. Buyer's payment obligation under this Agreement will be  
71 offset by the amount of any buyer's agent compensation received by the Brokerage. If buyer's agent compensation received by the  
72 Brokerage is less than Buyer's payment obligation under this Agreement, Buyer shall pay the Brokerage the amount of Buyer's  
73 remaining payment obligation. If buyer's agent compensation received by the Brokerage is more than Buyer's payment obligation,  
74 Buyer's payment obligation is satisfied, and Brokerage shall rebate any compensation in excess of Buyer's payment obligation to  
75 Buyer at closing, if applicable and subject to lender approval. Under no circumstance shall Brokerage retain any compensation in  
76 excess of buyer's payment obligation hereunder for this transaction. Any liability against Brokerage shall be limited to the amount of  
77 compensation the Brokerage receives. Buyer is aware that if Buyer enters into more than one agency agreement, Buyer could have  
78 a legal obligation to pay more than one brokerage for the same transaction. Buyer should inform Brokerage if Buyer is subject to any  
79 other agency relationship and any properties shown to Buyer by any other brokerage to avoid the possibility of owing compensation  
80 to more than one brokerage for the same transaction.

81 OPTIONAL: Buyer shall provide to Brokerage an amount of \$ 0 as a non-refundable engagement fee which Brokerage  
82 and its licensed agent shall deposit promptly and shall be applied to Buyer's compensation obligation under this Agreement.

83 **8. Consent to Delegation.** Buyer delegates the authority for the Brokerage to appoint another licensed agent within the same  
84 brokerage to act on behalf of the licensed agent. Prior to any appointment, Buyer will be notified of such appointment and Buyer has  
85 the absolute right to veto any person deemed unsuitable to Buyer.

86 **9. Professional Advice and Assistance.** Buyer acknowledges and agrees that the purchase or lease of real property encompasses  
87 many professional disciplines. While the Brokerage and its licensed agents possess considerable general knowledge, the Brokerage

88 and its licensed agents are not experts on matters of law, tax, insurance, financing, surveying, structural conditions, hazardous  
89 materials, environmental conditions, inspections, engineering, etc. Brokerage advises Buyer, and Buyer acknowledges, that they  
90 should seek professional expert assistance and advice in these and other areas of professional expertise. In the event Brokerage  
91 provides to Buyer the names of companies or sources for such advice, assistance, or services including inspections or repairs, Buyer  
92 additionally acknowledges and agrees that Brokerage does not warrant, guarantee, or endorse the services and/or products of such  
93 companies or sources.

94 **10. Dispute Resolution.** In consideration of the terms as stated in this Agreement, if Brokerage and Buyer are unable to resolve any  
95 dispute or claim arising out of this Agreement within sixty (60) days following the time the dispute or claim is first presented to the  
96 other party, the parties agree that any and all disputes or claims will be settled by binding arbitration pursuant to, administered by,  
97 and under the rules of the American Arbitration Association, or such other neutral arbitrator agreed to by parties involved in such  
98 dispute. For the purposes of this Paragraph 10, the terms "Brokerage" and "parties" shall also include any parent company, franchisor,  
99 corporate licensor, affiliated licensees, employees, subsidiary, officer, board of directors or similar governing body associated or  
100 affiliated by ownership, assignee or successor of Brokerage. While any parties or entity will have all the rights and benefits of  
101 arbitration, any party or entity subject to this provision are giving up the right to litigate such claims and disputes in a court or jury  
102 trial. The results, determinations, findings, judgments and/or awards rendered through such arbitration will be final and binding upon  
103 the parties subject to this clause and may be specifically enforced by legal proceedings.

104 The following matters are excluded from this Dispute Resolution provision:

- 105 (a) Any matter within the jurisdiction of probate, small claims, or bankruptcy court;
- 106 (b) Matters that must be exclusively resolved under Article 17 of the Code of Ethics and Professional Standards Policies  
107 of the National Association of REALTORS®;
- 108 (c) Matters related to contracts with Buyer that predate this Agreement and contain a mandatory mediation or  
109 arbitration provision; and
- 110 (d) an unlawful detainer action, forcible entry detainer, eviction action or its equivalent.

111 **11. Property Condition and Indemnification.** Buyer acknowledges that Brokerage is relying on information provided by seller or  
112 seller's agent regarding the condition of any real property and its components. Brokerage strongly recommends that Buyer conduct  
113 and not waive inspections and/or tests on any real property and its components Buyer wants to purchase. Buyer understands that all  
114 real property, fixtures, and equipment may contain defects and conditions that are not apparent or known to the Brokerage. Therefore,  
115 Buyer agrees to indemnify and hold harmless Brokerage from any claims, demands, damages, lawsuits, liabilities, costs, and expenses  
116 (including reasonable attorney's fees) regarding the condition of the real property they purchase unless the licensed agent had actual  
117 knowledge of a defect or condition and it was not otherwise disclosed in writing to Buyer by Seller or revealed through inspections  
118 conducted by their inspectors.

119 **12. Additional Provisions.** \_\_\_\_\_  
120 \_\_\_\_\_  
121 \_\_\_\_\_  
122 \_\_\_\_\_

123 **13. Entire Agreement.** This Agreement sets forth the entire agreement between the Brokerage and Buyer, and there are no other  
124 representations, warranties, statements, or agreements between the Parties herein, except as expressly set forth in this Agreement.

125 **14. Fair Housing Statement.** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code  
126 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  
127 housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make  
128 unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised  
129 Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate  
130 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  
131 illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the  
132 neighborhood of a person or persons belonging to one of the protected classes.

133 **15. Wire Fraud. Email, text, and other electronic communications are not always secure or confidential. Buyer is advised to never**  
134 **respond to a request to send funds or nonpublic personal information, such as a social security number, credit card numbers, or**  
135 **bank account and/or routing numbers. If Buyer receives an email message concerning a transaction and the email requests that**

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136 Buyer send funds or provide nonpublic personal information, it is recommended that Buyer should not respond to the email and  
137 immediately contact the known individual/entity with whom Buyer has an established relationship using a separately verified  
138 method of communication to determine the validity of the email. Verify all wire transfer instructions through direct personal or  
139 phone contact from known individuals.

140 NOTICE: As soon as reasonably practicable and pursuant to Ohio Rev. Code 4735.55, Brokerage shall provide a fully executed  
141 copy of this Agreement to Buyer after this Agreement has been fully signed and dated.

City of Aurora  
Entity (if applicable)

Entity (if applicable)

(X) Kathy Burns Sanicky 9/10/24  
Buyer Signature MAYOR Date/Time 2:15pm

Buyer Signature Date/Time

Buyer Printed Name (and title if applicable)

Buyer Printed Name (and title if applicable)

Kathy Burns Sanicky 9/9/24 9AM  
Brokerage Signature/Authorized Agent Date/Time

Kathy Burns Sanicky C384863  
Printed Name License #

AMENDMENT TO THE AGREEMENT

Buyer and Brokerage, as identified herein, hereby agree to amend this Exclusive Buyer Representation Agreement as follows:

All remaining terms of the Agreement shall remain the same.

Entity (if applicable)  
Buyer Signature Date/Time

Entity (if applicable)  
Buyer Signature Date/Time

Buyer Printed Name (and title if applicable)

Buyer Printed Name (and title if applicable)

Brokerage Signature/Authorized Agent Date/Time

Printed Name License #



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# Coldwell Banker Schmidt Realty CONSUMER GUIDE TO AGENCY RELATIONSHIPS



We are pleased you have selected Coldwell Banker Schmidt Realty to help you with your real estate needs. Whether You are selling, buying or leasing real estate, Coldwell Banker Schmidt Realty 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 their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate and 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 that 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 and 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 Coldwell Banker Schmidt Realty

Coldwell Banker Schmidt Realty 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 Coldwell Banker Schmidt Realty 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 side. Coldwell Banker Schmidt Realty 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 Coldwell Banker Schmidt Realty 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 Coldwell Banker Schmidt Realty has listed. In that instance, Coldwell Banker Schmidt Realty 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 the Other Brokerages**

When Coldwell Banker Schmidt Realty lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Coldwell Banker Schmidt Realty 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 Coldwell Banker Schmidt Realty shares a fee with a brokerage representing the buyer, it does not mean you will be represented by that brokerage. Instead, that company will be looking out for the buyer and Coldwell Banker Schmidt Realty will be representing your interests. When acting as a buyer's agent, Coldwell Banker Schmidt Realty 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, 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 brokerages services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding 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.

Ann H. Womer Benjamin, Mayor  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

ⓧ Ann H. Womer Benjamin 9/9/24  
Signature Date

\_\_\_\_\_  
Signature Date

Mayor of Aurora



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### SHOWING AGREEMENT

This showing service agreement is made by and between Ann H. Warner Benjamin Mayor of Aurora (Buyer) and Coldwell Banker Schmidt (Broker) and its agent Kathy Burns Sanicky (Agent) for the sole purpose of showing the real property or properties Buyer wishes to tour.

**Duties:** In providing showing services to the Buyer, the Agent shall adhere to any and all non-waivable duties required under any applicable State laws for real estate licensees.

**Buyer's acknowledgement.** Buyer represents that he/she has not signed an exclusive buyer brokerage agreement which is still in force with any Brokerage/Agent.

**Term:** This agreement is in effect from Sept. 9, 2024, and will end on Sept. 11, 2024 at midnight.

**Fee:**

- a. The buyer will not owe or pay Broker/Agent any fee for this showing service.
- b. The Broker/Agent will not receive any compensation for this Showing Service from any source that exceeds the amount or rate agreed to in this agreement with the Buyer.
- c. Should the Broker/Agent provide the Buyer with brokerage services beyond the scope of his agreement, the Buyer and Broker/Agent will enter into a separate agreement for any additional brokerage services.

**Fees, commissions or compensation are not set by law and are fully negotiable. Such fees shall be documented and in writing. Fees may be paid by the seller, the buyer or a third party, or may be split between all parties.**

**Fair Housing:** It is illegal, pursuant to the Ohio Fair Housing Law (section 4112.02 of the Ohio Revised Code, and the Federal Fair Housing Law, 42 USC 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 Ohio Revised Code ancestry or 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 or housing, in the financing of housing or in the provision of real estate brokerage services.

Ann H. Warner Benjamin 9/9/24  
Buyer Signature Date

\_\_\_\_\_  
Buyer Signature Date

Coldwell Banker Schmidt Realty  
Brokerage Name (Print)

Kathy Burns Sanicky 9/9/24  
Individual Agent Signature Date

0384863  
Individual Agent License Number

**LEGISLATIVE ACTION WORKSHEET**

1. DEPARTMENT OR SPONSOR: Mayor

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

The Mayor is asking to purchase .7 acres located at 420 North Chillicothe Road for a purchase price of \$190,000 plus closing costs not to exceed \$20,000. This parcel is located adjacent to the abandoned railroad right-of-way where a potential trail may be constructed. The city also owns 487 North Chillicothe Road which may allow for a crossing along Chillicothe Road (SR306).

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 10/25/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 9/23/2024

5. DATE TO APPEAR ON COUNCIL AGENDA: 9/23/2024

6. READINGS – COUNCIL ACTION ON:  FIRST  SECOND  THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE?  Yes  No

*9/23/2024 1st Read (5 members only)*  
*9/30/24 2nd Read + ADOPTED 8-0*

IF YES, WHY? (TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED?  Yes  No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED?  Yes  No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

Appropriate \$210,000 in General Fund (01), Transfer \$210,000 from Fund 01 to City Operations Fund (52), Pay from Fund 52.

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

Department memo, contract, and map

WORKSHEET PREPARED BY: Denise Januska

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

MAYOR APPROVAL:

*Ann Womack*  
9/17/24