

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITH BUILDING(S)**

PARCEL(S): 020-SH, T  
FAI-037-06.10

This Agreement is by and between the State of Ohio, Department of Transportation ["Purchaser"] and Jeffry D. Hutchison and Peggy J. Hutchison ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are collectively referred to as "the Parties."

In consideration of the mutual promises, agreements and covenants herein, the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$280,000.00, the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) all supplemental instruments reasonably necessary to transfer the title of the property; and (e) two-story residence.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien when this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier. Seller shall be responsible for all future installments of special assessments levied and assessed against the real property, whether or not the assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the property as of the transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes and assessments are discharged and shall be paid to Seller. Any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property described in Exhibit A, together with all the appurtenances and hereditaments, all buildings and improvements, and all fixtures attached to or used with said land, buildings and improvements including, but not limited to, all

heating, hot water, air conditioning, plumbing, electrical fixtures with bulbs or tubes, window shades, venetian blinds, curtain and traverse rods, awnings, storm and screen sashes and doors, shrubbery and trees.

If the rights, titles and interests described in Exhibit A are in fee simple, then such sale and conveyance by Seller shall be by general warranty deed with, if applicable, full release of dower. If the rights, titles, and interests described in Exhibit A are less than fee simple, then such sale and conveyance by Seller shall be by deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

### **3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller shall release to Purchaser, its successors and assigns, all abutters' rights, including access rights to any remaining lands of Seller from which the property is being severed.

### **4. Supplemental Instruments**

Seller shall execute all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

### **5. Warranty of Title**

Seller warrants the property described in Exhibit A is free and clear from all liens and encumbrances except: (a) easements, restrictions, conditions and covenants of record; (b) legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) taxes and assessments not yet due and payable.

### **6. Elimination of Others' Interests**

Seller shall reasonably assist to procure and deliver to Purchaser releases and cancellations of all other rights, titles and interests in the property described in Exhibit A, including, but not limited to, those belonging to tenants, lessees, mortgagees or others in possession or otherwise occupying the property, and all assessment claims against said property.

If a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's lien secured by the property described in Exhibit A, then this Agreement shall be null and void and the Parties shall be discharged and released from all obligations of this Agreement. The term "fails to cooperate" shall include a demand or request by a mortgagee for a fee to release that mortgagee's lien that Purchaser deems excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any structure or fixture on the property described in Exhibit A. If, before possession of the property is surrendered to Purchaser, the property, including structures and fixtures, suffers any damage, change, alteration or destruction then, and without regard to the cause, Seller shall restore the property to its condition when Seller executed this Agreement; in the alternative, Seller may accept the purchase price less restoration costs. If Seller refuses to either restore the premises or accept the decreased consideration, then Purchaser, after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days after Seller delivers the Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within 20 days, this Agreement shall be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last execution of this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of all structures occupied by Seller, or the portions occupied by Seller, to Purchaser not later than 30 days after Purchaser tenders the purchase price to Seller. Purchaser may withhold in escrow from the purchase price the sum of \$280,000.00 to ensure that the structures will be vacated within 180 days and that the structures will be surrendered to Purchaser in the same condition when Seller executed this Agreement. If

Seller properly vacates and surrenders possession of the structures, then \$280,000.00 shall be paid immediately to Seller. If the structures are not vacated, a rental agreement for the structures shall be entered into by the Parties, in which Seller and any tenants shall be the lessee(s) and Purchaser shall be the lessor. Upon execution of such rental agreement, the \$ 100,000.00 shall be paid immediately to Seller. If Seller fails to enter into such rental agreement, then Purchaser may retain all or part of the \$180,000.00 withheld in escrow to compensate Purchaser for the reasonable amount of rent that Seller owes for holding over possession of the structures, plus an amount to pay any taxes, assessments and restoration costs.

**12. Physical Possession of Vacant Land and Structures**

Seller shall surrender physical possession of vacant land and vacant structures, including keys, codes, or other means of accessing buildings, to Purchaser by the date Purchaser tenders the purchase price to Seller.

**13. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser when Purchaser tenders the purchase price to Seller. From that date forward, Purchaser may collect and retain as its own funds all rental payments. Any prepaid rents shall be prorated to the date the purchase price is tendered by Purchaser.

**14. Binding Agreement**

This Agreement shall bind and benefit the Parties and their respective heirs, executors, administrators, successors and assigns.

**15. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**16. Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no other promises, provisions, terms, warranties, conditions or obligations express or implied, shall bind the Parties.

**17. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless made in writing, cites this Agreement, and signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated immediately below their respective signatures.

\_\_\_\_\_  
Jeffry D. Hutchison

Date: \_\_\_\_\_

\_\_\_\_\_  
Peggy J. Hutchison

Date: \_\_\_\_\_

STATE OF OHIO, COUNTY OF FAIRFIELD SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2021 By Jeffry D. Hutchison and Peggy J. Hutchison. No oath or affirmation was administered to either Jeffry D. Hutchison or Peggy J. Hutchison with regard to the notarial act.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission \_\_\_\_\_

STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Jack Marchbanks, Ph.D., Director

Date: \_\_\_\_\_

By: John R. Wooldridge  
District 5, Real Estate Administrator

This form RE 246-C was updated to conform to new notarial language requirements as per Revised Code 147.542.