

Ordinance No. 1419

Passed April 7, 2008

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EXCLUSIVE LISTING AGREEMENT FOR THE SALE OF THE OLD FORD GARAGE PROPERTY GENERALLY KNOWN AS 118 WEST FRONT STREET.

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF PEMBERVILLE, COUNTY OF WOOD, AND STATE OF OHIO:

SECTION 1: That the Mayor is authorized to enter an exclusive listing agreement for the sale of the property at 118 West Front Street in substantial accordance with the exhibit attached hereto and made a part hereof.

SECTION 2: This ordinance shall take effect at the earliest time permitted by law.

Passed: April 1, 2008

James R. Oelt
Mayor

Attest:
Shirley L. Cloutier
Village Clerk

First Reading 3-4-08
Second Reading 3-18-08
Third Reading 4-01-08

MICHAEL J. MARSH
VILLAGE LEGAL COUNSEL

POSTING CERTIFICATE
I hereby certify that the foregoing Ordinance No. 1419, passed by the Council of the Village of Pemberville, Ohio on the 1ST day of APR, 2008, was posted by me on APR 3, 2008, at five conspicuous places in the Village of Pemberville as authorized by Ordinance No. 010 and remained posted for 15 days.
Shirley L. Cloutier
Clerk



Exclusive Listing Agreement For Sale

January 17, 2008

In consideration of your services as Broker in offering the following described property for sale, the undersigned hereby grants you the exclusive right to find a purchaser from this day to twelve o'clock noon of August 15, 2008 ("the Term"). Land and premises in the Village of Pemberville, County of Wood, State of Ohio, and being more commonly described as:

118 W. Front Street, Parcel D16-512-100220027000
0 E. Front Street, Parcel D16-512-100220026000
0 E. Front Street, Parcel D16-512-100220028000

and shall be offered for sale at a price of One Hundred Twenty-Five Thousand and no/00 Dollars (\$125,000.00).

OWNER AGREES AND REPRESENTS AS FOLLOWS:

1. It is agreed by the Real Estate Broker, Real Estate Salesperson and Owner that as required by law, 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, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

2. If a purchaser is obtained therefore, by you or by anyone for Owner (including Owner) during said period, at the stated price and terms or upon any other price and terms to which Owner consents, or if said property is sold by Owner or for Owner within six (6) months after expiration of this Agreement to a prospective purchaser known to Owner to have been quoted or shown the property during said period by Broker and registered in writing with Owner within thirty (30) days after expiration of the Listing Agreement, Owner agrees to pay the Broker a commission of seven percent (7%) of the aggregate sale price. However, no commission shall be less than \$3,000.00. Such commission shall be due and payable at closing.

Owner agrees that in the event a lease of the property is entered into during the listing term with a person or entity as described herein, Owner shall pay Broker a leasing commission of five percent (5%) of the base term of the lease and five percent (5%) of any renewal periods.

3. The undersigned is the Owner of the above-described property and has the right and authority to enter into this Agreement and any purchase agreement with respect to said property.

Four SeaGate - Suite 608
Toledo, Ohio 43604
419 970 419.266.2439 Fax

One Square - Suite 1200
Hfield, Michigan 48076
248.5000 248.948.9015 Fax

246 E. Saginaw Street - Suite 2
East Lansing, Michigan 48823
517.374.1100 517.827.3010 Fax

333 Bridge Street NW - Suite 1010
Grand Rapids, Michigan 49504
616.235.0900 616.235.8515 Fax

1673 E. Mt. Garfield - Suite 175
Muskegon, Michigan 49444
231.799.9900 231.799.1200 Fax

950 Trade Centre Way
Portage, Michigan 49002
269.385.2000 269.385.3830 Fax

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SIGNATURE ASSOCIATES

THE TEAM No Signature. No Results.

- 4. The Broker may show the interior thereof to prospective purchasers during reasonable hours, erect a "For Sale" sign thereon, remove other "For Sale" signs therefrom, or cooperate with other brokers. However, Owner shall not be under obligation to pay any commission except as above provided.

Receipt of a copy hereof is hereby acknowledged.

BROKER:
 SIGNATURE ASSOCIATES
 Four SeaGate, Suite 608
 Toledo, OH 43604
 419-249-7070

OWNER:
 THE VILLAGE OF PEMBERVILLE
 PO Box 109
 Pemberville, OH 43450

By: _____
 Robert P. Mack, CCIM, SIOR

By: *James R. Galt*
 Authorized Signatory

By: _____
 Joseph W. Rutherford



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