



Economic Development Incentive Committee

240 Columbus Ave
Sandusky, Ohio 44870

419.627.5973

www.cityofsandusky.com

Agenda

May 9, 2023

2:00 pm

City Commission Chamber

Live Streamed on www.Youtube.com/CityofSanduskyOH

-
1. Meeting called to order – roll call
 2. Approval of minutes from March 14, 2023
 3. Program Financial Update
 4. Review of Applications Received
 - a. El Pino, LLC dba El Grand Patron Mexican Restaurant 1007 W Perkins
 - b. RGCC Properties, LLC for renovation of 1118 W Washington Avenue
 5. Public Participation/ Comments
 6. Adjournment

NEXT MEETING: May 30, 2023 at 2pm (Tentative)
July 11, 2023 at 2:00 pm.

Please notify staff at least 2 days in advance of the meeting if you cannot attend. Thank you.

Economic Development Incentive Committee

March 14, 2023

Meeting Minutes

Call to Order:

Chair Nickles called the meeting to order at 2:01 pm. The following members were present constituting a quorum: Abby Bemis, Marcus Harris, and Brendan Heil. Also present were Director of Community Development, Jonathan Holody, and Administrative Assistant for the Community Development Department Quinn Rambo. Vice Chair Koch notified Mrs. Bemis that he was unable to attend the meeting in advance.

Approval of minutes from November 22, 2021 meeting:

Chair Nickles asked for a motion on the minutes. Mr. Harris asked for further explanation for the Destination Development Fund that was mentioned during the discussion of EPH Sandusky, LLC during the last meeting. Mr. Holody explained that he planned to still bring those applications before this Committee for recommendation but the determination would be decided by City Commission. Mr. Heil made a motion to approve the minutes as presented and Mr. Harris seconded the motion. All members approved the minutes as presented.

Program Financial Update

Chair Nickles asked Mr. Holody to present the program financial update. Mr. Holody stated that 2021 and 2022 had been removed because the report was getting quite long. He continued that the funds for Foxy Girl Enterprises has been fully disbursed and City Commission approved funding for the EPH Sandusky out of the Destination Development Fund and would not be shown on the financials due to that. The balance carried forward from last year were \$366,000, there were some encumbrances that amount which include Small City Tap House, and Pipe Creek Wharf. The Boeckling Club and Lockwood Land Company grants had been paid and funds were still being held for Sweet Potato Catering. There would be approximately \$600,000.00 available for grants. Chair Nickles asked if there were any questions. There were none. Chair Nickles asked for a motion to approve the program financials. Mrs. Bemis made a motion to approve the program financials and the motion was seconded by Mr. Heil. A vote was called, and the motion was approved unanimously.

Review of Applications Received

North Coast Street Customs, LLC:

Chair Nickles introduced the first application and asked for Staff report. Mr. Holody stated the applicant was asking for \$7,000 to install (2) lifts and total cost was \$10,800, but Staff was recommending \$5,000 to stick to program procedural guidelines. Chair Nickles asked for a motion. Mrs. Bemis made a motion to grant \$5,000, per staff recommendation, for North Coast Street Customs, LLC. Mr. Harris seconded the motion. A vote was called, and all Committee Members approved of the motion.

Epic Rentals, LLC

Chair Nickles introduced the next application and asked for Staff report. Mr. Holody introduced the application for Epic Rentals LLC, the applicant was seeking a grant to repair/ replace the roof and demolition of some existing structures. The total cost of the project is approximately \$21,161.00 and Mr. Holody was recommending a grant of \$9500.00 and that all permits would be required as part of the submittal. Chair Nickles asked if there were any questions. Mrs. Bemis asked about the cost breakdown the applicant presented. Mr. Holody stated the report included all expenses the applicant has undertaken since purchasing the property. Chair Nickles asked for a motion. Mr. Harris made a motion to approved Staff recommendation of \$9,500 with the normal stipulation and conditions in the economic development grant agreement. The motion was seconded by Mr. Heil. All voting members of the Committee approved the motion.

Public Participation/ Comments

There was no public present for the meeting.

Meeting Adjournment:

Chair Nickles called for a motion to adjourn. Mr. Heil moved to adjourn the meeting and Mr. Harris seconded the motion. All members were in favor of the motion and the meeting ended at 2:19 pm.

APPROVED:

Secretary

Chair/ Vice Chair

City of Sandusky
Economic Development Fund

Project	d.b.a.	Date Approved	Ordinance	Approved Grant Amount	Total Disbursed	Encumbrances/ Left to Disburse
Market Street Collective, LLC	Sandusky Food Hall	12/9/2019	19-215	Expired	Expired	
Family Health Services, LLC		2/11/2020	20-39	\$ 65,000.00	\$ 65,000.00	
2021						
RDJMD, LLC	Ahner Commercial	3/9/2021	21-036	\$ 15,000.00	\$ 15,000.00	
Maca Root Juice Bar		4/13/2021	-	\$ 10,000.00	\$ 10,000.00	
Wake up and Waffle		4/13/2021	-	\$ 6,000.00	\$ 6,000.00	
HDT Operating Co.	Tony's	4/13/2021	21-076	\$ 33,450.00	\$ 33,450.00	
Your Turn Special Events, LLC		5/11/2021	-	\$ 2,000.00	\$ 2,000.00	
Port Sandusky Restaurant, LLC		5/11/2021	-	Expired	Expired	
Body By Erica Taylor, LLC		5/11/2021	-	\$ 7,500.00	\$ 7,500.00	
Venue 634 L.L.C.		5/11/2021	-	\$ 15,000.00	\$ 15,000.00	
Dott Investments, Inc.	Kiddie Korral Preschool	7/13/2021	-	\$ 2,500.00	\$ 2,500.00	
FSB Properties, LTD	135 - 145 Columbus Ave	7/13/2021	-	\$ 10,000.00	\$ 10,000.00	
Derrick's Diner LLC		7/13/2021	-	Expired	Expired	
Cattien LLC (year one)	Small City Taphouse	7/13/2021	21-120	\$ 20,000.00	\$ 20,000.00	
Name One Yellowstone, LLC		12/13/2021	21-197	\$ 50,000.00	\$ 50,000.00	
Thirty Below Investment Group	Dairy Frost	11/9/2021	-	Expired	Expired	
Sweet Potato Catering, LLC		11/9/2021	-	\$ 10,000.00	\$ -	\$ 10,000.00
Everwild Spirits, LLC		12/13/2021	21-198	\$ 100,000.00	\$ 100,000.00	
2021 Grants Total				\$ 281,450.00	\$ 271,450.00	\$ 10,000.00
2022						
Cattien LLC (year two)	Small City Taphouse	7/13/2021	21-120	\$ 140,000.00	\$ 140,000.00	
TrueGrit Fitness, LLC	TrueGrit Fitness	1/11/2022	-	Expired	Expired	
Tambo Entertainment, LLC	Clubhouse No. 3	2/14/2022	22-022	\$ 60,000.00	\$ 60,000.00	
Boeckling Historic Properties, LLC	Boeckling Club	3/8/2022	-	\$ 10,000.00	\$ 10,000.00	
Lake Erie Fisherman, LLC	Lake Erie Fisherman	3/8/2022	-	Expired	Expired	
Paper Street Holdings, LLC	603 Columbus Ave	4/25/2022	22-084	\$ 22,500.00	\$ 22,500.00	
Sandusky Massotherapy, LLC	Sandusky Massotherapy	4/26/2022	-	\$ 10,000.00	\$ 10,000.00	
Saucy Brew Works Sandusky LLC	Saucy Brew Works	5/9/2022	22-096	\$ 47,500.00	\$ 47,500.00	
GSS LLC	Schmid Design	8/25/2022	22-139	\$ 25,000.00	\$ 25,000.00	
MALISCRA LLC	Manor Motel	7/12/2022	-	\$ 3,000.00	\$ 3,000.00	
Lockwood Land Company	Hubbard House	9/13/2022	-	\$ 10,000.00	\$ 10,000.00	
Pipe Creek Holdings	Pipe Creek Wharf	9/26/2022	22-192	\$ 140,000.00	\$ -	\$ 140,000.00
2022 Grants Total				\$ 468,000.00	\$ 188,000.00	\$ 140,000.00
2023						
Cattien LLC (year three)	Small City Taphouse	7/13/2021	21-120	\$ 140,000.00		\$ 140,000.00
A Foxy Girl Enterprises LLC	Ramba Mamba Jamba Parl	1/10/2023		\$ 7,500.00	\$ 7,500.00	
Epic Rentals	Anchor Bay Lodge	3/14/2023		\$ 9,500.00	\$ 9,500.00	
North Coast Street Custom	North Coast Street Custom	3/14/2023		\$ 5,000.00	\$ -	\$ 5,000.00
2023 Grants Total				\$ 162,000.00	\$ 17,000.00	\$ 145,000.00
Economic Development Fund Balance						
Cash Balance 5/1/2023		\$ 726,397.00				
2023: \$430,000 total allocation-balance to receive		\$ 260,000.00				
2023 Funding Total		\$ 986,397.00				
2021 Grants Not Disbursed		\$ 10,000.00				
2022 Grants Not Disbursed		\$ 140,000.00				
2023 Grants Not Disbursed		\$ 145,000.00				
Available Economic Development Fund Balance		\$ 691,397.00				
Destination Development Funds						
Mecca Motel		\$ 200,000.00				

May 9, 2023

Economic Development Incentive Committee Summary

El Pino LLC, DBA El Grand Patron Mexican Restaurant

Applicant: Gustavo Enriquez
1007 West Perkins Avenue
Sandusky, Ohio 44870

Principal Owners: Gustavo Enriquez, Owner/Operator/Sole Member

Recommendation: \$15,000.00 Economic Development Fund grant to be approved by the Economic Development Incentive Committee on the condition that the applicant obtain all relevant permits and display a sign evidencing City of Sandusky support for one year after project completion. The project improvements shall be completed by December 31, 2023

Project Description

Gustavo Enriquez has been operating El Grand Patron Mexican Restaurant since 2013. For years, Enriquez faithfully paid the previous owner of the facility rent payments and consistently requested repairs and upgrades to the facility without response/investment from/by the landlord. After years of leasing the space, Enriquez purchased the building in 2021 for \$650,000 and began to slowly make interior improvements (flooring, tiles, kitchen upgrades and painting) to make the dining experience better for his customers. The building purchase was financing by Civista Bank.

El Grand Patron is located at 1007 West Perkins. It is adjacent to Sandusky High School football stadium and nearby the SCS school complex. Enriquez prides himself on being a restaurant that serves the community and welcomes families and patrons to celebrate wins, birthdays, anniversaries, first dates or any occasion where seekers are searching for excellent food made by his own family. Enriquez's children, spouse and sister work at El Grand Patron.

Late last year, Enriquez began planning for additional larger, more expensive, and necessary improvements to the facility. His plan is to resurface the parking lot, install new walkways and lighting around the facility and a new HVAC system. Thus far, Enriquez has made all repairs completed at time of purchase and down payments for these upcoming enhancements from operating capital. Additional support from the City of Sandusky would reduce the burden on Enriquez.

Enriquez is committed to Sandusky. He was recently approached about moving his business to a nearby location on Perkins Avenue, within the neighboring township. Enriquez resisted the temptation, citing Sandusky is El Grand Patron's home. He currently employs 12 people with an annual payroll approaching \$200,000.

Project Uses

Electrical	\$ 19,750.00
HVAC	\$ 49,820.00
Lot Resurfacing	\$ 41,695.00
Concrete (curbs/sidewalks)	\$ 29,406.00
Total	\$140,671.00

Project Sources

Sandusky Economic Development Fund	\$ 15,000.00
Owner Investment	\$125,671.00
Total	\$140,671.00

SANDUSKY ECONOMIC DEVELOPMENT FUND

APPLICATION

Applicant / Borrower Company:

GUSTAVO ENRIQUEZ

(Applicant Name)

SOLE MEMBER, OWNER, OPERATOR

(Title)

El Pino LLC, DBA El Grand Patron Mexican Restaurant

(Company Name – if different than Applicant Name)

1007 WEST PERKINS AVE

(Street Address)

(Suite, Apt, etc.)

SANDUSKY, OHIO 44870

(City, State, Zip)

419-706-9729

(Phone Number)

G.ENRIQUEZ31@ICLOUD.COM

(Email)

05-0577068

(Federal Tax ID or last 4 of SSN)

Existing Business Information:

Type of Business: ☐ Commercial ☐ Retail ☐ Service

☐ Other RESTAURANT

Legal Structure: SINGLE MEMBER LIMITED LIABILITY COMPANY

Primary Product or Service: MEXICAN RESTAURANT/ FOOD SERVICE

Date Established: 2010

NAICS-SIC Code: 722511-FULL SERVICE RESTAURANT

Website (if applicable): WWW.ELGRANDPATRON.COM

Principal Officers / Owners:

Name / Title: GUSTAVO ENRIQUEZ

Email: G.ENRIQUEZ31@ICOLUD.COM

Phone: 419-706-9729

SSN (last 4): 3456

% Ownership: 100%

Name / Title: _____

Email: _____

Phone: _____

SSN (last 4): _____

% Ownership: _____

Name / Title: _____

Email: _____

Phone: _____

SSN (last 4): _____

% Ownership: _____

Name / Title: _____

Email: _____

Phone: _____

SSN (last 4): _____

% Ownership: _____

Location of Proposed Project:

1007 WEST PERKINS AVE

(Address)

SANDUSKY, OHIO

(City, State, Zip)

ERIE

(County)

If a relocation, indicate from where _____

Project Type:

☒ Renovation

☐ Expansion

☐ Start-Up/New Construction

Applicant / Business Background Information:

Please provide a brief summary about your background and experience. Please also provide historical information regarding the building or property at which the business will operate, including but not limited to the most recent building use (attach additional page if necessary).

MY FAMILY AND I MOVED TO OHIO TWENTY YEARS AGO TO FIND BETTER JOB
OPPORTUNITIES. I HAVE BEEN RUNNING THE BUSINESS SINCE 2013 AND JUST
RECENTLY PURCHASED THE PROPERTY. I OPERATED THE BUSINESS AT THE
CURRENT LOCATION FOR SEVERAL YEARS UNDER A LEASE FROM THE
PREVIOUS OWNER. THE LANDLORD REFUSED TO INVEST ANY MONEY INTO
THE PROPERTY AND I INVESTED THOUSANDS OF DOLLARS INTO REAL ESTATE
I DID NOT OWN AT THE TIME. I DID THIS TO KEEP THE BUSINESS RUNNING AND
CONTINUE TO SERVE THE SANDUSKY COMMUNITY. THE BUILDING HAS SOME
ISSUES, ESPECIALLY THE PARKING LOT, HVAC AND AIR CONDITIONING UNITS

CONCRETE, AND LIGHTING IN THE PARKING LOT. THE A/C HAS ALWAYS HAD
ISSUES AND I HAVE CONSISTENTLY PUT OPERATING FUNDS INTO REPAIRS. THE
PARKING LOT HAS BECOME DANGEROUS TO CUSTOMERS. THERE ARE POT HOLES
THROUGHOUT THE PARKING AREA. THE ELECTRICAL LIGHT POLES ARE CLOSE TO
FALLING DOWN. I AM WORRIED ABOUT THE SAFETY NOT ONLY OF CUSTOMERS
BUT ALSO SANDUSKY CITIZENS WALKING THROUGH THE AREA. THE SIDEWALKS
ARE IN DISREPAIR AND NEED TO BE FIXED. I HAVE PUT OPERATING FUNDS INTO
REPAIRS IN THE KITCHEN, INSIDE THE BUILDING AND IN THE BACK BUILDING.
AS A FAMILY BUSINESS WE WANT OUR CUSTOMERS, CITIZENS OF SANDUSKY,
TO FEEL SAFE WHEN THEY ENTER THE RESTAURANT AND ARE IN THE PARKING
LOT. WE TREAT OUR CUSTOMERS LIKE FAMILY AND TRY OUR BEST TO MAKE
THEM FEEL WELCOME. THE BUSINESS IS THE FUTURE OF MY FAMILY AND
EMPLOYEES. MY CHILDREN ALREADY WORK IN THE BUSINESS AND WE WANT TO
REMAIN AT THIS LOCATION LONG INTO THE FUTURE. THE PROPERTY IS WELL
LOCATED IN THE CITY DUE TO NEARBY BUSINESSES AND SANDUSKY FOOTBALL
STADIUM AND SCHOOL. I ASSURE YOU MY FAMILY AND I ARE GOOD PEOPLE AND
HAVE GOOD INTENTIONS FOR THIS PROJECT AND WANT TO BE PART OF THE
LONG TERM SUCCESS OF THE CITY OF SANDUSKY

6 cm 14

Project Description:

Please provide a brief description of the project to be undertaken for which City assistance is being sought. For existing businesses, please specifically describe the business expansion associated with the project. For new businesses, describe the scope of the project (attach additional page if necessary).

THE MAIN PROJECT WILL BE RENOVATIONS TO THE EXISTING BUILDING INCLUDING BUT NOT LIMITED TO: PARKING LOT: RESURFACING INCLUDING FILLING IN LARGE EXISTING HOLES, NEW ELECTRICAL LIGHT POLES TO MAKE PARKING LOT SAFER, INSTALLATION OF AIR CONDITIONING UNITS, REPAIR SIDEWALKS, RENOVATIONS TO BACK BUILDING, RENOVATIONS AND UPGRADES TO EXISTING BATHROOMS, NEW FLOORING IN KITCHEN, NEW SHED FOR STORAGE, REBUILD FENCING AROUND THE BUILDING AND DUMPSTER TO INSURE SAFETY OF CUSTOMERS OF CITIZENS WALKING THROUGH THE PARKING LOT.

Business/Personal References:

Name / Title: DENNIS GUERRA, SR. VICE PRESIDENT CIVISTA BANK

Email: DJGUERRA@CIVISTA.BANK

Phone: 419-628-4611

Relationship: BANKER

Name / Title: JULIE HANEY

Email: haneyco41995@gmail.com

Phone: 440-324-36--

Relationship: AACOUNTANT

Name / Title: JENNIFER HUNTSBERRY

Email: JENNIFER.HUNTSBERRY@GFS.COM

Phone: 248-782-5891

Relationship: FOOD SUPPLIER GORDON FOOD SERVICE

Project Source & Use Of Funds:

Break out total project costs by use of funds and allocate each use cost by source (attach additional page if necessary) (total of B+C+D should = A).

(A) Total Project Cost (itemize below): \$826,00

	Provider		
Real Estate Purchase			\$650,000
Outside Electrical	CT Electrical		\$19,750
Air Conditioning Units	Bay Area Heating		\$49,850
Parking Lot Resurfacing	Erie Blacktop Inc		\$41,700
Concrete/Curbs/Sidewalk Repair	Thom Concrete		\$29,500
Back Building Renovations	Various		\$21,500
Interior Flooring/Painting/Tile	Various		\$13,700
Total Renovation Costs:			\$826,000

(B) Owner Equity (dollars and source):

APPLICANT PAID \$130,000 TO PURCHASE BUILDING AND HAS PAID \$35,200 TO DATE INTO THE PROPOSED PROJECT.

(C) Private Lending (dollars, source, and terms):

CIVISTA BANK ISSUED A LOAN IN THE AMOUNT OF \$520,000 WHEN THE BUILDING WAS PURCHASED.

(D) Request for City Assistance (dollars and type):

TOTAL PROJECT COST IS \$826,000. I AM ASKING FOR THE CITY TO CONTRIBUTE \$100,000, OR 12% OF THE TOTAL PROJECT COST.

Project Timeline:

Please outline the project timeline. Please include expected completion dates for items including but not limited to obtaining site control, obtaining financing, and construction.

StartCompleteN/ASite ControlCURRENTLY OWN THE PROPERTYFinancingFINANCING FOR RENOVATION PROJECT BY APRIL 1, 2023ConstructionAT GRANT APPROVAL, APRIL 1, 2023- 60 DAYS TO COMPLETEOther**Project Impact and Employment:**

	Current Year	Year One 2022	Year Two 2021	Year Three 2020
Annual Sales Revenue			\$777,938	\$593,213
Annual Payroll			\$186,279	\$113,975
Current Employment (FTE)			12	10
Average Pay Per Employee			\$15,500 + TIPS	\$15,000 + TIPS

Project Concept: Use the space below to address the following:

- How does the proposed project relate to a strategic approach to revitalization of the surrounding area?
- Will the project contribute to a change in the market dynamics, economic status, physical appearance or perception of the area?
- Does the project address specific area needs or missing services?

THE SIDEWALK AND PARKING LOT ARE SIMPLY UNSAFE FOR CUSTOMERS AND THE CITIZENS OF SANDUSKY THAT WALK THROUGH THE PARKING LOT OR ON THE SIDEWALKS, TO A SANDUSKY HIGH SCHOOL FOOTBALL GAME OR THE SURROUNDING BUSINESSES. WE ARE LOCATED IN A HIGH TRAFFIC AREA AND HAVE A LOT OF PEOPLE THAT USE THE PARKING LOT. WE ARE THE ONLY RESTAURANT IN SANDUSKY THE PREPARES AND SERVES AUTHENTIC MEXICAN FOOD. A NEW SAFE AND WELL LIT PARKING LOT AND SIDEWALKS WILL CONTRIBUTE TO THE AESTHETICS AND PHYSICAL APPEARANCE OF THE AREA. SAFER WALKWAYS WOULD ATTRACT MORE PATRONS TO THE BUSINESS AND TO THE SURROUNDING AREA. THIS WOULD INCREASE REVENUE, LEAD TO HIRING MORE EMPLOYEES AND STAFF AND ESSENTIALLY ADD TO THE INCOME TAX REVENUE OF THE CITY. ADDITIONALLY IT WOULD INCREASE SAFE AND WELL LIT PARKING FOR OVERFLOW FANS OF SANDUSKY FOOTBALL GAMES AND RECENTLY HELD PLAYOFF GAMES AT STROBEL FIELD, IN ADDITION TO HIGH SCHOOL GRADUATIONS, LOCAL YOUTH TRACK MEETS AND OTHER EVENTS HELD AT THE STADIUM. IT WILL ALSO BE MORE PRESENTABLE AND BETTER LOOKING FOR THE NEIGHBORING BUSINESSES, INCLUDING THE LARGE FACTORY ACROSS THE STREET THAT IS IN THE PROCESS OF BEING SOLD.



Attachments:

The following should be submitted with your ED Application:

- ☐ Business plan (if applicable)
- ☐ Three years of historical financial statements (if applicable)
- ☐ Three years of projected financial statements (if applicable)
- ☐ Sources of financing including evidence of private funds and matching funds (if possible)
- ☐ Third party cost estimates, **INCLUDING RENDERINGS** (if applicable)
- ☐ Lease agreement, purchase agreement, or proof of ownership/site control

Attestation of Financial Condition

Do you or your business have any of the following:

	YES	NO
Outstanding collections		XX
Judgement liens		XX
Other court judgements		XX
Delinquent taxes		XX
Delinquent loans		XX
Other tax liens		XX
Previous bankruptcy		XX
If yes to bankruptcy, has it been fully discharged?		XX
Real estate that is tax delinquent		XX
Code violations		XX
Non-registered rental units		XX
Real estate that is in foreclosure		XX



Submission Acknowledgment

The undersigned certifies that he/she is authorized to complete, sign and submit this application on behalf of the applicant/owner. Further, the undersigned certifies that the information contained in this application has been reviewed by him/her and that all information, including exhibits, are, to the best of his/her knowledge, complete and accurate and presents fairly the condition of the applicant and project accurately. Intentionally falsifying information in this document constitutes a criminal offense. The undersigned hereby authorizes the City of Sandusky to investigate the credit worthiness and of the undersigned, and/or applicant. The undersigned understands that information submitted to the City of Sandusky as part of this application may be considered a public record. The undersigned also agrees to display signage showing City support on their property for up to one (1) year after project completion.

The undersigned understands that additional information may be required to finalize the approval process, and that, if the project is funded, Economic Development funds cannot pay for projects completed before grant approval and notice of award. The undersigned also understands that the submission of the application for financial assistance does not automatically constitute approval.

The undersigned understands that if the business or enterprise receiving grant funding moves or relocates to a different location outside of the municipal boundaries of Sandusky within three (3) years from the effective date of the grant agreement, that the grant funding will be rescinded in its entirety and the undersigned waives any right or claim to the awarded funding. This provision does not include businesses or enterprises that cease operations and close or that open up additional locations outside of the municipal boundaries of Sandusky while maintaining their funded location within the Sandusky city limits.

☐ By checking this box, I acknowledge that I have read, understand, and agree to the policies and procedures outlined in this document. I further agree to be interviewed, photographed and/or have my business photographed for Economic Development marketing purposes. If you have questions, please contact the Department of Community Development.

Company Name: EL PINO LTD DBA EL GRAND PATRON

By: _____

(Print or type name and title)

GUSTANO ENRIQUEZ, MEMBER

(Signature)

(Date)

2:51 PM
08/27/21
Cash Basis

EL Grand Patron
Statement of Assets, Liabilities & Equity - Cash Basis
As of December 31, 2020

	Dec 31, 20
ASSETS	
Current Assets	
Checking/Savings	
1020 · CIB-Checking Acc.(72)	13,775.15
Total Checking/Savings	13,775.15
Other Current Assets	
1450 · Prepaid Taxes	637.00
1499 · Inventory	2,850.00
Total Other Current Assets	3,487.00
Total Current Assets	17,262.15
Fixed Assets	
1502 · Furniture & Fixtures	5,011.00
1505 · Vehicles	72,599.56
1510 · Equipment	24,268.88
1530 · Leasehold Improvements	4,507.45
1600 · Less Accumulated Depreciation	-54,895.31
Total Fixed Assets	51,491.58
Other Assets	
1750 · Goodwill	55,000.00
1755 · Less Accum Amorization	-29,333.28
Total Other Assets	25,666.72
TOTAL ASSETS	94,420.45
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2000 · Current Portion of L-Term Loan	11,790.00
2100 · Payroll Liabilities	
2102 · State Withholding	465.16
2103 · City Withholding	444.36
2104 · School District Withholding	125.05
2106 · Accr Fed Unemployment	22.31
2107 · Accr State Unemployment	33.41
Total 2100 · Payroll Liabilities	1,090.29
2300 · SalesTax Payable	4,954.38
Total Other Current Liabilities	17,834.67
Total Current Liabilities	17,834.67
Long Term Liabilities	
2560 · L/P-Vacationland FCU	13,573.44
2599 · Less Current Portion of L-Term	-11,790.00
Total Long Term Liabilities	1,783.44
Total Liabilities	19,618.11
Equity	
1110 · Beginning Retained Earnings	68,416.11
3000 · Current Year	
3050 · Shareholder Contributions	9,648.98
3300 · Less Shareholder Distributions	-52,476.22
Total 3000 · Current Year	-42,827.24
Net Income	49,213.47

2:51 PM

08/27/21

Cash Basis

EL Grand Patron
Statement of Revenue & Expenses - Cash Basis
 January through December 2020

	Jan - Dec 20	% of Income
Ordinary Income/Expense		
Income		
4000 · Sales		
4010 · Taxable Sales	593,317.61	100.0%
Total 4000 · Sales	593,317.61	100.0%
Total Income	593,317.61	100.0%
Cost of Goods Sold		
5000 · Cost of Goods		
5010 · Cost - Food	200,606.62	33.8%
5020 · Cost - Beer	7,561.45	1.3%
5030 · Cost - Liquor	13,011.63	2.2%
5040 · Cost - Pop	7,579.20	1.3%
Total 5000 · Cost of Goods	228,758.90	38.6%
Total COGS	228,758.90	38.6%
Gross Profit	364,558.71	61.4%
Expense		
6110 · Advertising	4,958.45	0.8%
6115 · Bad Checks (NSF)	105.00	0.0%
6120 · Bank Service Charges	392.90	0.1%
6125 · Credit card Fees	17,522.24	3.0%
6130 · Casual Labor	310.00	0.1%
6145 · Auto Expense	2,642.12	0.4%
6160 · Dues and Subscriptions	100.00	0.0%
6170 · Equipment Rental	3,982.76	0.7%
6180 · Insurance		
6185 · Health/ Medical	3,491.45	0.6%
6190 · Liability	14,030.70	2.4%
Total 6180 · Insurance	17,522.15	3.0%
6200 · Interest Expense	599.91	0.1%
6220 · Legal & Professional Fees	9,167.50	1.5%
6225 · Janitorial	1,080.70	0.2%
6230 · Licenses and Permits	3,569.00	0.6%
6250 · Office Supplies	1,553.85	0.3%
6260 · Restaurant Supplies	35,581.87	6.0%
6270 · General Supplies	66.71	0.0%
6280 · Postage and Delivery	55.00	0.0%
6285 · Rent		
6290 · Building Rent	53,158.75	9.0%
Total 6285 · Rent	53,158.75	9.0%
6300 · Repairs & Maintenance		
6310 · Building Repairs	14,295.62	2.4%
6315 · Equipment Repairs	257.50	0.0%
Total 6300 · Repairs & Maintenance	14,553.12	2.5%
6305 · Storage unit	1,897.32	0.3%
6330 · Music Service	246.87	0.0%
6334 · Fire Protection	2,052.92	0.3%
6335 · Security Service	828.55	0.1%
6336 · Exterminator	94.33	0.0%
6340 · Telephone	5,890.65	1.0%
6390 · Utilities		
6410 · Gas/Electric	20,925.45	3.5%
6415 · Water/Sewer	4,300.88	0.7%
6420 · Cable/TV Expense	4,543.08	0.8%
6600 · Trash Removal	4,990.77	0.8%
Total 6390 · Utilities	34,760.18	5.9%

No assurance is provided on these financial statements.

Page 1

EL Grand Patron
Statement of Assets, Liabilities & Equity - Cash Basis
As of December 31, 2021

	Dec 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1020 · CIB-Checking Acc.(72)	38,055.15
1030 · Cash on Hand	14,479.10
Total Checking/Savings	52,534.25
Other Current Assets	
1450 · Prepaid Taxes	357.00
1499 · Inventory	2,850.00
Total Other Current Assets	3,207.00
Total Current Assets	55,741.25
Fixed Assets	
1502 · Furniture & Fixtures	7,198.31
1505 · Vehicles	72,599.56
1510 · Equipment	24,268.88
1530 · Leasehold Improvements	13,007.45
1600 · Less Accumulated Depreciation	-63,931.31
Total Fixed Assets	53,142.89
Other Assets	
1750 · Goodwill	55,000.00
1755 · Less Accum Amortization	-32,999.94
Total Other Assets	22,000.06
TOTAL ASSETS	130,884.20
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 · Payroll Liabilities	
2102 · State Withholding	923.85
2103 · City Withholding	220.30
2104 · School District Withholding	246.63
2106 · Accr Fed Unemployment	36.69
2107 · Accr State Unemployment	64.92
Total 2100 · Payroll Liabilities	1,492.39
2300 · SalesTax Payable	3,189.73
Total Other Current Liabilities	4,682.12
Total Current Liabilities	4,682.12
Total Liabilities	4,682.12
Equity	
1110 · Beginning Retained Earnings	74,802.34
3000 · Current Year	
3300 · Less Shareholder Distributions	-25,813.39
Total 3000 · Current Year	-25,813.39
Net Income	77,213.13
Total Equity	126,202.08
TOTAL LIABILITIES & EQUITY	130,884.20

EL Grand Patron
Statement of Revenue & Expenses - Cash Basis
January through December 2021

	Jan - Dec 21	% of Income
6500 · Payroll Expenses		
6560 · Wages	164,782.84	21.2%
6565 · FICA	15,787.59	2.0%
6570 · Unemployment	866.44	0.1%
6575 · Worker's Comp	533.04	0.1%
6590 · Recruiting	4,310.00	0.6%
Total 6500 · Payroll Expenses	186,279.91	23.9%
6700 · Laundry & Cleaning	3,066.65	0.4%
6820 · Other Taxes		
6830 · Tax Penalties	3.49	0.0%
6840 · City Income Tax	280.00	0.0%
6850 · Commercial Activity Tax	150.00	0.0%
Total 6820 · Other Taxes	433.49	0.1%
Total Expense	436,291.20	56.1%
Net Ordinary Income	31,318.89	4.0%
Other Income/Expense		
Other Income		
8000 · Discounts Earned (Sales Tax)	271.90	0.0%
8020 · PPP Loan Forgiven	38,325.00	4.9%
8025 · OH Covid-related grant programs	20,000.00	2.6%
Total Other Income	58,596.90	7.5%
Other Expense		
6150 · Depreciation Expense	9,036.00	1.2%
6155 · Amortization Expense	3,666.66	0.5%
Total Other Expense	12,702.66	1.6%
Net Other Income	45,894.24	5.9%
Net Income	77,213.13	9.9%

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/10/2003	200301000678	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

GINA M DOUGHERTY ATTY
336 S. HIGH ST
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1361652

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
EL PINO, LTD.

and, that said business records show the filing and recording of:

Document(s)
ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):
200301000678



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 9th day of January, A.D.
2003.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

ARTICLES OF ORGANIZATION

(Under Section 1705.04 of the Ohio Revised Code)

Limited Liability Company

The undersigned, desiring to form a limited liability company, under Chapter 1705 of the Ohio Revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall be:
EL PINO, LTD.

(the name must include the words "limited liability company", "limited", "Ltd.", "Ltd.", "Inc.", or "Corp.")

SECOND This limited liability company shall exist for a period of INDEFINITE

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any amendments of this limited liability company is:

336 S. High St.

(street name or post office box)

Columbus, OH

43215

(city, village, or township)

(state)

(zip code)

☐ Please check this box if additional provisions are attached hereto

Provisions attached hereto are incorporated herein and made a part of these articles of organization.

RECEIVED
SECRETARY OF STATE
2003 JAN -9 AM 11:42
CLIENT SERVICE CENTER

J. Kenneth Blackwell
Secretary of State

FOURTH: Purpose (optional)

IN WITNESS WHEREOF, we have hereunto subscribed our names on 12/13/02 .

Signed

Name:

Ramon Ornelas

(date)

Signed

Name:

Signed

Name:

Signed

Name:

Signed

Name:

Signed

Name:

Signed

Name:

Signed

Name:

Signed

Name:

Signed

Name:

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures.)



J. Kenneth Blackwell

Prescribed by:
J. Kenneth Blackwell
Secretary of State
30 East Broad St. 14th Floor
Columbus, Ohio 43266-0418

ORIGINAL APPOINTMENT OF AGENT

(for limited liability company)

The undersigned, being at least a majority of the members of EL PINO, LTD.

hereby appoint Gina M. Dougherty (name of limited liability company)
(name of agent) to be the agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The complete address of the agent is:

336 S. High St.

Columbus

(street name)

43215

Ohio

(city, village, township)

(zip)

By: *[Signature]*

Name: Ramon Ornelas

(authorized member, manager, or representative)

By: _____

Name: _____

(authorized member, manager, or representative)

By: _____

Name: _____

(authorized member, manager, or representative)

By: _____

Name: _____

(authorized member, manager, or representative)

By: _____

Name: _____

(authorized member, manager, or representative)

By: _____

Name: _____

(authorized member, manager, or representative)

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for EL PINO, LTD.

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

[Signature]
Gina M. Dougherty

REAL ESTATE BUY/SELL PURCHASE AGREEMENT

Introduction

This REAL ESTATE BUY/SELL PURCHASE AGREEMENT (hereinafter referred to as "Agreement"), is entered into by and between **NARINDER KHOSLA and RITA KHOSLA**, husband and wife, whose address is 838 Crosstree Lane, Sandusky, Ohio 44870 (hereinafter referred to as "Seller") and, **Enriquez LLC**, married, whose current tax-mailing address is 31 Westwind Dr., Norwalk, Ohio 44857-9033, (hereinafter referred to as "Purchaser").

Item 1.0 - Description Of Real Property

1.0 The real property that is the subject of this Agreement and commonly known as 1007 Perkins Ave, Sandusky Ohio 44870, Erie County, and State of Ohio and identified as Erie County Auditor Parcel Id # 58-00865.000, and is more particularly described as follows:

(See, attached Exhibit "A" for legal description)

Item 2.0 - Transfer Of Interests

2.0 **Real Property Interests** The parcels of property set forth in **Exhibit "A"** shall be deemed to include all land, hereditaments, appurtenant rights, privileges and easements held by the Seller as of the date of the execution of this Agreement, but subject to all legal highways, zoning ordinances, easements, restrictions and conditions of record. All equipment, inventory and any other tangible item located on the property shall be the property of Purchaser upon Closing.

Item 3.0 - Purchase Price

3.0 Seller and Purchaser have agreed on a total purchase price for said parcel of property in the total amount of Six Hundred Fifty Thousand Dollars (\$650,000.00).

3.1 Seller and Purchaser consent and agree this Agreement is contingent upon the following:

3.1(a) Purchaser obtaining financing for this transaction within sixty (60) days. Purchaser shall make a good faith attempt to secure financing as expediently as may be found possible. If, however, after a period of Sixty (60) days of the execution of this Agreement Purchaser is unable to secure financing, Purchaser shall have the right to terminate this Agreement.

3.1(b) ~~Buyer currently leases the Property and shall not be required to pay rent from the time this Agreement is executed until the time the loan closes, any rent paid shall be credited towards the purchase price.~~ *Buyer will pay rent till closing.*

Item 4.0 - Closing Costs/Expenses

4.0 Seller and Purchaser have agreed that the Seller shall be responsible for the following expenses incident to the completion of this transaction:

6.2 If Seller is unable to cure such defect within such Thirty (30) day period, the Purchaser, at his option, may request such Agreement be rescinded, and all funds and documents shall be returned to the party depositing such items.

Item 7.0 - Arms-Length Transaction

7.0 Seller and Purchaser freely acknowledge that the terms of this Agreement have been affected directly between the Seller and Purchaser, and without intervention whatsoever of any broker, realtor, or third party of any kind other than legal counsel.

Seller and Purchaser agree that no commission or similar compensation is due for selling the parcels of property described in Section 1.0 of this Agreement.

Item 8.0 - Date Of Closing

8.0 Title to the parcel of real property described herein shall be conveyed by the Seller to Purchaser at closing, which shall take place at a time and date as may be mutually agreed upon by and between Seller and Purchaser but in no event later than December 31, 2021.

8.1 Possession of the real property described herein has already been conveyed to Purchaser.

Item 9.0 - Inspection Of Property

9.0 In purchasing this parcel of real property, the Purchaser is relying solely on his personal inspection of the real property and dwelling unit for the purposes of accepting the conditions of this sale.

9.1 Further, Purchaser is specifically not relying on any statements, guarantees or covenants made by Seller, or any agent, apparent agent, or other representative or apparent representative of the Seller, regarding the condition of the real property for the purposes of accepting the conditions of this sale.

9.2 Purchaser has had the property duly inspected to determine the overall condition of the real property that is the subject of this Agreement, or Purchaser has had the opportunity to have the property so inspected and has elected to forego such inspection.

9.3 PURCHASER HEREBY ACKNOWLEDGES AND REALIZES THAT HE IS PURCHASING THIS REAL PROPERTY IN ITS "AS IS" CONDITION.

Item 10.0 – Miscellaneous

10.1 This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties, provided Purchaser has the right to assign this Agreement in Purchaser's sole discretion.

10.2 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address set forth under the signatures of such party hereto.

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show EL PINO, LTD., an Ohio Limited Liability Company, Registration Number 1361652, was organized within the State of Ohio on January 9, 2003, is currently in FULL FORCE AND EFFECT upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 18th day of November, A.D. 2021.

A handwritten signature in blue ink, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202132200960

CT Electrical Services

Taking Care Of Your Electrical Needs
210 W. Perkins Ave. Suite 2 Sandusky, Ohio
OH License # 37426
(419) 202-4980
Fax (419) 502-0058

Date: 03/08/2023

Attn: Gustavo Enriquez
El Grande Patron
Sandusky, OH 44870

Subject: Proposal for electrical work to be done at 1007 W Perkins Ave in Sandusky, OH.

The following will include a breakdown of the items to be installed by CT Electrical Services. CT Electrical Services is a licensed Electrical Contractor with the State of Ohio, and all of these items will be installed in accordance with the latest edition of the National Electrical Code, Ohio building code and all local codes having jurisdiction.

Scope of Work

- Install (6) LED recess lights in soffit on east side of building.
- Install (4) LED flood lights in landscape for front of building.
- Install (5) LED down lights on west side of building.
- Install (1) new light pole and single head in east parking lot.
- Install (1) new light pole and (2) heads in north parking lot.
- Disconnect existing pole on west side of building.
- Pull new wire through existing conduit to new poles.
- Crane rental is included.

Terms of Agreement

1. Permitting is included.
2. Any work done not specifically included in this proposal will be extra.
3. All extras will be billed with time at \$65/hr. plus materials.
4. 50% of contract will be due prior to start of work. Remaining 50% of contract will be due upon completion.
5. All past due invoices over 30 days will be subject to an 18% interest charge per annum.
6. 2 Year warranty on parts and labor.
7. Pricing is good for 30 days.

Total.....\$19,752.00
(Nineteen thousand seven hundred fifty-two dollars and zero cents)

Owner Representative

CT Representative

*\$5000
down payment*

Bay Area Heating, Cooling & Refrigeration
 LLC
 3300 Lima Sandusky Rd.
 Sandusky, OH 44870
 419-684-7428

Estimate

Date	Estimate #
3/8/2023	235

Name / Address
El Patron 1007 West Perkins Ave Sandusky, Ohio 44870 Gustavo 419-706-9729 fax 419-609-0857

Project

Item	Description	Qty	Rate	Total
Estimate	<p>Budgetary estimate to replace quantity 1, 12.5 ton Trane heat/cool horizontal package unit. Replace quantity 1, 5 ton heat/cool Trane package unit. Budgetary materials and labor. *Quote valid for 3 days. *Special order, lead time on equipment 16 weeks. * Does not include freight. * Does not include concrete pads for units. 60% due on signing/Balance on completion. Cannot cancel once ordered.</p> <p>Sign: _____</p> <p>Date: _____</p>		49,820.31	49,820.31
Thank you for your business.				
		Subtotal		\$49,820.31
		Sales Tax (6.75%)		\$3,362.87
		Total		\$53,183.18

8,000 down payment
 6 weeks out
 until unit ready



An Equal Opportunity Employer

4507 TIFFIN AVENUE
P.O. BOX 2308

BLACKTOP INC.

PHONE: (419) 625-7374

FAX: (419) 625-5751

SANDUSKY, OHIO 44870

To:	El Grand Patron	Contact:	
Address:	1007 W. Perkins Ave. Sandusky, OH 44870	Phone:	419-706-9729
		Fax:	
Project Name:	EL GRANDE PATRON 2021	Bid Number:	
Project Location:		Bid Date:	3/8/2023

We hereby submit specifications and estimates for:

Line #	Item Description
1	Pavement Planing 1.25" To Zero Around Side Walks And Drive Approaches
2	Pavement Repair Near Dumpster Pad (Approx. 115 SY @ 5")
3	Asphalt Leveling Course To Help With Drainage Issues
4	Asphalt Concrete Surface Course (Approx. 18,250 SF. @ 1.5")
5	Striping Layout & Stripe As Existing - Per Auditor Historical Aerial 2013 - Approx. 35 Spaces - Approx. 375 Lft Of 4" Line - Approx. 2 Handicaps - Approx. 4 Arrows 1 Mobilization *Note On Paint Supply: The Country Is Suffering A Paint Shortage Due To Supply Chain Issues. Prices Have Increased As Much As 65% And Supply Is Questionable. Pricing And Availability Are Subject To Change.

Total Bid Price: \$41,695.00

Notes:

- The applicable notes, listed below, that pertain to the work performed by Erie Blacktop, Inc. will be incorporated into the subcontract agreement.
- The Contractor is not responsible for reflective cracking or any damage beyond the curb including cracking of the apron and sidewalk not caused by subcontractor negligence, or any drainage problems due to existing elevations.
- Final billing may be adjusted by the above unit prices upon final measurement/ticket quantity of work performed.
- Price includes one prep and paving mobilization for all of the work listed above, any additional prep or paving mobilization will be at a cost of \$1,500.00 per each.
- Price does not include bonds, permits, traffic control, or field testing. If required, construction surveying to be provided by Owner. EBI will use the resulting hubs and staking to perform layout for only our portion of work.
- Pricing based upon performing quantities or areas as listed above; any change in quantities or areas may require an equitable adjustment in price.
- This quote may be withdrawn by EBI if not accepted within 30 days of the date on this proposal.
- Sub-grade compaction, stabilization, and grading to be done by others; grade to be set at the specified elevation with a tolerance of plus .5" / minus .5".
- Prices based upon completion of work by July 30, 2023, weather permitting.
- Erie's quote is based upon a retainage period limited to that amount of time required to assure that Erie's work has been done in good workmanlike fashion and in accordance with contract specifications. Any amounts retained from Erie's progress payments must be released within 45 days of completion of Erie's portion of work absent evidence of defect.
- Subcontractor will not agree to waive its statutory lien rights. A lien shall be filed within the statutory time limit if payment is not received.
- If Erie Blacktop, Inc. is asked to pave in cold, wet or other conditions not compliant with ODOT specifications ("non-specification work"), then Owner and/or General Contractor shall assume responsibility for any non-specification work by execution of a Cold Weather Release, which will only apply to non-specification work.
- Any drainage requirements in regard to elevation shall not have less than 1% fall from its furthest point.
- Any contaminated/hazardous material excavated from the above project is the sole responsibility of the owner and all cost associated with said material.
- EBI requires a 2 week notice for performance of asphalt work. Pricing does not reflect any night or weekend work.

Payment Terms:

Any alteration or deviation from the above noted specifications involving extra costs will be executed only upon written orders signed by the Owner and will become an extra charge in addition to this contract. Interest of 1.5% per month (18% per annum) will be added to all accounts after 30 days.

PROPOSAL

From: Ray Allen Thom
THOM CONCRETE, INC.

202 1/2 Cement Street
P.O. Box 163
Castalia, Ohio 44824-0163

Office 419-684-5272
Mobile 419-656-3395
Fax 419-684-7377

E-mail - ray@thomconcrete.net

Date 3-7-2023
Name El Patrons
Address 1007 W Perkins Ave
City/State/Zip Sandusky, OH
Cell _____
Phone 609-0875
Fax _____
Email _____
Job Name _____
Address _____
City/State/Zip _____

We hereby submit specifications and estimates for:

demo existing outside walk
and dispose, Prep an install
5'x10'-9", 5'x9'-4" and 6'x38"
Class C concrete with fiber mesh
nominal 6" thick with Impede form
6580.00
4x177' city curb nominal 5"
thick 8" @ approach # 11,590.00
Replace 71' x 5' city curb # 11,236.00
29,406.00

50% Down to begin project. Balance due at completion unless other terms have been accepted.
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to Thom Concrete Inc. normal construction standard. All claims or disputes to be decided by American Arbitration Association. The decision of the Arbitrators shall be final and binding. Not responsible for spalling, cracking or water vapor through concrete as these are normal occurring events. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. All materials installed on jobsite remain property of Thom Concrete Inc. until payment in full per proposal is received. Owner to carry fire, tornado and other necessary insurance upon above work, as well as any necessary state or local permits, assessments or fees. Owner responsible for landscaping repair, winter sealing of concrete, repair of any utilities from top of proposed concrete to 40" deep. Rock excavation extra.

This proposal subject to acceptance within _____ days and is void thereafter at the option of the undersigned.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of _____ dollars (\$) with payment to be made as follows.

Payment to be made as follows: Upon completion of work full payment is due.
2% Service charge per month (24% per annum) added to past due balance.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined above.

Date Accepted _____

Signature _____

Signature _____

May 9, 2023

Economic Development Incentive Committee Summary

RGCC Properties, LLC for the property at 1118 W Washington Street

Applicant: Carrie Haskins
1608 Stratford Drive
Mansfield, Texas 76063

Principal Owners: Carrie and Scott Haskins

Recommendation: \$15,000.00 Economic Development Fund grant to be approved by the Economic Development Incentive Committee on the condition that the applicant obtain all relevant permits; implement and adhere to all conditions as made by the Landmarks Commission and display a sign evidencing City of Sandusky support for one year after project completion. The project improvements shall be completed by December 31, 2023

Project Description

Carrie Haskins is a realtor in the Dallas/Fort Worth, Texas. She is the daughter of a Sandusky native and as a child, spent summers enjoying the pleasures and quaint lifestyle that Sandusky offers people of all ages. It has long been her desire to invest in the city which has given her such fond memories from her time spent here.

Ms. Haskins became aware of the availability, for sale, of the property at 1118 W Washington in 2022. Her period of due diligence and research on the history of the property informed her of the importance of this building and the impact it had on the neighborhood in which it is situated. The building at 1118 W. Washington St. was built around 1890. It was the last remaining grocery store established before the 20th century up until the 1980's. The grocery store (Wichman's) was run by descendants of the original store owner according to the 1982 Ohio Historic Inventory. At some time during the 1980's the building was purchase by owner who operated Variety Beverage. Its most recent use was mostly as storage. The structure was listed on the National Register of Historic Places in 1982.

Ms. Haskins purchased the building in August 2022 for \$175,000 with the intention to renovate/restore it, returning it to productive use. The purchase and partial renovations costs are supported by a \$3000,000 loan from Civista Bank. The building will be converted into 2 residential apartments and 1 commercial storefront on the first floor of the building. The commercial office space has been leased to an existing Sandusky business which will result in the

retainage employees within the City. Ms. Haskin does plan to inhabit one of the rental units from time to time as she and her family visit family and friends in the area. The renovation/restoration of the building entails exterior and interior work including painting, brick repair, installation of new doors, windows, electrical, plumbing, HVAC and repairs/replacement of walls, ceiling and floors.

Ms. Haskins sought a certificate of appropriateness from the City of Sandusky Landmark Commission and was granted, with conditions, in January 2023. Currently, there is a stop work order at the property. Work toward correcting window replacement following guidelines as set forth by the Landmarks Commission is being underway.

Because of the cost of historic restoration, Ms. Haskins has sought assistance from the City of Sandusky Economic Development Grant fund to support the expense of renovation.

Project Uses

Purchase Price/Building Acquisition	\$175,000.00
Construction Costs	<u>\$212,550.00</u>
Total	\$387,550.00

Project Sources

Sandusky Economic Development Fund	\$ 15,000.00
Bank Financing	\$300,000.00
Owner Resources (Cash)	<u>\$ 72,550.00</u>
Total	\$387,550.00

rec'd via email

The City of Sandusky, Ohio

3/29
2023

SANDUSKY ECONOMIC DEVELOPMENT FUND

APPLICATION

Applicant / Borrower Company:

Carrie Haskins

(Applicant Name)

owner

(Title)

RGCC Properties, LLC

(Company Name – if different than Applicant Name)

1608 Stratford Drive

(Street Address)

(Suite, Apt, etc.)

Mansfield, TX 76063

(City, State, Zip)

214.717.7949

(Phone Number)

88-2011822

(Federal Tax ID or last 4 of SSN)

carrie@duisa@kw.com

(Email)

Existing Business Information:

Type of Business: ☒ Commercial ☐ Retail ☐ Service
☐ Other _____

Legal Structure: _____

Primary Product or Service: Short term rental

Date Established: 4/22/2022 NAICS-SIC Code: _____

Website (if applicable):

Principal Officers / Owners:

Name / Title: Carrie Haskins
Email: carrielouisa@kw.com Phone: 214 717 7949
SSN (last 4): 8186 % Ownership: 50

Name / Title: Scott Haskins
Email: scotthaskins@kw.com Phone: 214 621 8803
SSN (last 4): _____ % Ownership: 50

Name / Title: _____
Email: _____ Phone: _____
SSN (last 4): _____ % Ownership: _____

Name / Title: _____
Email: _____ Phone: _____
SSN (last 4): _____ % Ownership: _____

Location of Proposed Project:

1118 W Washington Street

(Address)

Sandusky, OH 44870

(City, State, Zip)

Erie

(County)

If a relocation, indicate from where _____

Project Type:

☒ Renovation

☐ Expansion

☐ Start-Up/New Construction

Applicant / Business Background Information:

Please provide a brief summary about your background and experience. Please also provide historical information regarding the building or property at which the business will operate, including but not limited to the most recent building use (attach additional page if necessary).

I am a Realtor in Dallas/Fort Worth. My family, mother's side, is from Sandusky. This property was built as Wichman Grocery in 1890. It was a grocery & one of the oldest in existence until the 1980s. It was then purchased by Variety Beverage & was used as a storage for their equipment until we purchased in 2022.

Project Description:

Please provide a brief description of the project to be undertaken for which City assistance is being sought. For existing businesses, please specifically describe the business expansion associated with the project. For new businesses, describe the scope of the project (attach additional page if necessary).

When we purchased this building it was completely gutted. We are doing a complete renovation. This includes; brick work, windows, doors, electric, plumbing, HVAC, walls, floors, ceilings etc. Due to the property being on the historical Registry, making sure to preserve the historical integrity is important to us. This has become a challenge and city assistance would be helpful.

Business/Personal References:

Name / Title: Pete & Joyce Byington
 Email: _____ Phone: 419.656.1766
 Relationship: Family Friend

Name / Title: Thomas Patterson
 Email: _____ Phone: 419.271.3091
 Relationship: Family Friend

Name / Title: Mike Meintzer
 Email: _____ Phone: 419.656.7563
 Relationship: Family Friend

Project Source & Use Of Funds:

Break out total project costs by use of funds and allocate each use cost by source (attach additional page if necessary) (total of B+C+D should = A).

(A) Total Project Cost (itemize below):

Purchase Price
 IS \$175,000. Renovation price IS
 \$200,500. Historical improvements
 \$44,050. Closing costs \$6,970.77
 Total Project cost = \$426,520.77

(B) Owner Equity (dollars and source):

Cash \$82,470.77

(C) Private Lending (dollars, source, and terms):

Loan - 300,000⁰⁰ 30 yrs. 4.25 interest
 Civista Bank

(D) Request for City Assistance (dollars and type):

Economic Development Grant
 of \$44,050

Project Timeline:

Please outline the project timeline. Please include expected completion dates for items including but not limited to obtaining site control, obtaining financing, and construction.

	<u>Start</u>	<u>Complete</u>	<u>N/A</u>
<u>Site Control</u>		8/26/22	
<u>Financing</u>	7/1/22	8/26/22	
<u>Construction</u>	9/1/22	5/1/22	
<u>Other</u>			

Project Impact and Employment:

	Current Year	Year One	Year Two	Year Three
Annual Sales Revenue	—			
Annual Payroll	—			
Current Employment (FTE)	—			
Average Pay Per Employee	—			

Project Concept: Use the space below to address the following:

- How does the proposed project relate to a strategic approach to revitalization of the surrounding area?
- Will the project contribute to a change in the market dynamics, economic status, physical appearance or perception of the area?
- Does the project address specific area needs or missing services?

This building has been sitting in ruin for multiple decades. We are refreshing the entire building and putting life back into it. Yes, the improvements that we have already made are beautifying the area and we are continuing to make improvements. The requests are to improve & to uphold the historical value of this property. We have also contacted the grandson of the original builder. He is providing us with multiple photos of the building when it functioned as a grocery. The history of the building will not only be restored outside but will be highlighted throughout the interior. Other properties in the immediate area have been purchased. Our goal is to restore this building and partner with our owners to revitalize this portion of downtown Sandusky. Registry number is ERI-1421-3.

Attachments:

The following should be submitted with your ED Application:

- ☐ Business plan (if applicable)
- ☐ Three years of historical financial statements (if applicable)
- ☐ Three years of projected financial statements (if applicable)
- ☐ Sources of financing including evidence of private funds and matching funds (if possible)
- ☐ Third party cost estimates, **INCLUDING RENDERINGS** (if applicable)
- ☐ Lease agreement, purchase agreement, or proof of ownership/site control

Attestation of Financial Condition

Do you or your business have any of the following:

	YES	NO
Outstanding collections		X
Judgement liens		X
Other court judgements		X
Delinquent taxes		X
Delinquent loans		X
Other tax liens		X
Previous bankruptcy		X
If yes to bankruptcy, has it been fully discharged?		
Real estate that is tax delinquent		X
Code violations		X
Non-registered rental units		X
Real estate that is in foreclosure		X

Currently we have a "stop work order" for the exterior of the project. It is due to the recent install of windows. I was unaware that the suggested renovations were in fact obligations. Hence the request for a grant.

Submission Acknowledgment

The undersigned certifies that he/she is authorized to complete, sign and submit this application on behalf of the applicant/owner. Further, the undersigned certifies that the information contained in this application has been reviewed by him/her and that all information, including exhibits, are, to the best of his/her knowledge, complete and accurate and presents fairly the condition of the applicant and project accurately. Intentionally falsifying information in this document constitutes a criminal offense. The undersigned hereby authorizes the City of Sandusky to investigate the credit worthiness and of the undersigned, and/or applicant. The undersigned understands that information submitted to the City of Sandusky as part of this application may be considered a public record. The undersigned also agrees to display signage showing City support on their property for up to one (1) year after project completion.

The undersigned understands that additional information may be required to finalize the approval process, and that, if the project is funded, **Economic Development funds cannot pay for projects completed before grant approval and notice of award.** The undersigned also understands that the submission of the application for financial assistance does not automatically constitute approval.

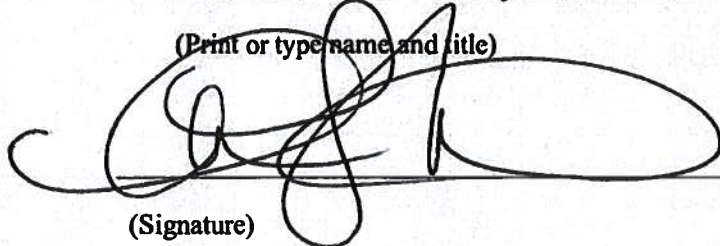
The undersigned understands that if the business or enterprise receiving grant funding moves or relocates to a different location outside of the municipal boundaries of Sandusky within three (3) years from the effective date of the grant agreement, that the grant funding will be rescinded in its entirety and the undersigned waives any right or claim to the awarded funding. This provision does not include businesses or enterprises that cease operations and close or that open up additional locations outside of the municipal boundaries of Sandusky while maintaining their funded location within the Sandusky city limits.

☒ By checking this box, I acknowledge that I have read, understand, and agree to the policies and procedures outlined in this document. I further agree to be interviewed, photographed and/or have my business photographed for Economic Development marketing purposes. If you have questions, please contact the Department of Community Development.

Company Name: REGCC Properties, LLC

By: Carrie Haskins

(Print or type name and title)



(Signature)

3/29/23

(Date)

Inter-Office Use Only

State the date, time, and City staff member(s) present at the pre-application meeting:

Date of Completed Application Submittal: _____

Staff Reviewer: _____

Date of Committee Review: _____

Approve/Deny: _____

Amount Awarded and terms: _____

CONTACT

Jonathan Holody, Director of Community Development
Department of Community Development
240 Columbus Avenue
Sandusky, Ohio 44870

Phone: (419) 627-5707
Email: jholody@ci.sandusky.oh.us

BYINGTON BUILDERS

**3118 HULL ROAD
HURON, OHIO 44839
419-656-4494**

DATE	DESCRIPTION	AMOUNT
4-1-22	<p>Work to be done at 1118 Washington Sandusky, Ohio.</p> <p>Exterior</p> <ul style="list-style-type: none">- Scrap down and pressure wash entire building. Mainly the wood areas.- Tuck point east side of building on the lower half.- Cut down all shrubs and weeds growing on or next to building.- Paint all wood on the front entrance of the upper and lower sections of the building.- Install new front dbl. entry doors to the lower level.- Retouch front wood door to upstairs with new locking system.- Install all new windows including front glass of the lower level.- Install new doorways on the parking lot side and the back door.	

	<p>Interior</p> <ul style="list-style-type: none"> - Secure rim joist to exterior walls and add joists hangers to each floor joists. - Install new under layment to first floor to level out flooring. - Take down existing 2"x6" on the exterior walls and save for interior walls. - Tear out existing fireplace and install new floor joists and floor. - Build interior walls for front office with half bath on the front entrance side of the building. - Install brick sealer to existing walls. - Build walls for three bedrooms and two full baths. - Each bath will have a fiberglass tub/shower, vanity, and toilet. - Install new kitchen cabinets and countertops. - Install new vinyl plank flooring through the entire first floor. - Insulate entire ceilings between floors. - Install drywall to all interior walls and ceilings. - Spackle and sand all drywall and paint. - Install new base and trim to entire lower building. <p>All utilities installed (electric, plumbing, and HVAC) to be installed per code.</p>	<p>\$ 125,000</p>
	Second floor	

	<ul style="list-style-type: none"> - Frame out a three bedroom, two full bath living space. - Install new insulation to ceiling joists. - Install bath tub/showers, vanities, and toilets. - Drywall all interior walls and ceilings. - Seal existing brick walls. - Install new kitchen cabinets and countertops. - Install new vinyl plank flooring through out. - Spackle and paint all walls and ceilings. - Install new base and trim to entire second floor. - All outlets, switches, and lights installed. <p>All utilities installed (plumbing, electric, and HVAC) per code.</p> <p>Back second floor porch to addressed during project.</p>	<p>\$76,500</p> <p>Total</p> <p>\$201,500</p>
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We appreciate your business. If you have any questions, please feel free to contact us.

BYINGTON BUILDERS

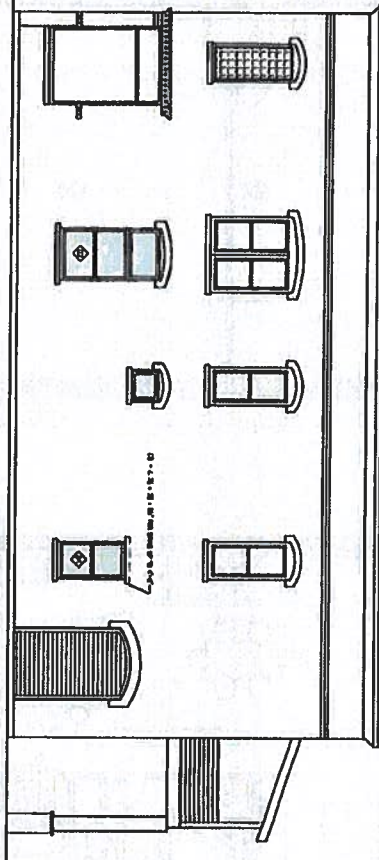
**3118 HULL ROAD
HURON, OHIO 44839
419-656-4494**

DATE	DESCRIPTION	AMOUNT
3-20-22	Work to be done at 1118 Washington Sandusky, Ohio.	
	Install 17 aluminum windows	
	<ul style="list-style-type: none">- Double hung- White frames- 3 1/4" frame, Thermally broken- Low E and argon glass package- 1/2" screens	
	Payment in full for special order windows.	\$21,000
	Install new dbl. 36" wood exterior door in the front of the building.	\$6,800
	<ul style="list-style-type: none">- Remove existing front glass- Install Low E tempered glass windows.	\$16,250
		Total \$44,050

We appreciate your business. If you have any questions, please feel free to contact us.

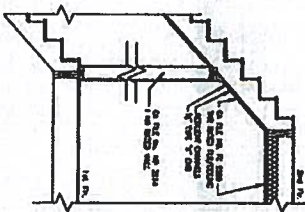
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NO.	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER	AREA
1	1000	1000	1000	1000	1000	1000	1000	1000	1000
2	1000	1000	1000	1000	1000	1000	1000	1000	1000
3	1000	1000	1000	1000	1000	1000	1000	1000	1000
4	1000	1000	1000	1000	1000	1000	1000	1000	1000
5	1000	1000	1000	1000	1000	1000	1000	1000	1000
6	1000	1000	1000	1000	1000	1000	1000	1000	1000
7	1000	1000	1000	1000	1000	1000	1000	1000	1000
8	1000	1000	1000	1000	1000	1000	1000	1000	1000
9	1000	1000	1000	1000	1000	1000	1000	1000	1000
10	1000	1000	1000	1000	1000	1000	1000	1000	1000

FLOOR PLAN									
NO.	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER	AREA
1	1000	1000	1000	1000	1000	1000	1000	1000	1000
2	1000	1000	1000	1000	1000	1000	1000	1000	1000
3	1000	1000	1000	1000	1000	1000	1000	1000	1000
4	1000	1000	1000	1000	1000	1000	1000	1000	1000
5	1000	1000	1000	1000	1000	1000	1000	1000	1000
6	1000	1000	1000	1000	1000	1000	1000	1000	1000
7	1000	1000	1000	1000	1000	1000	1000	1000	1000
8	1000	1000	1000	1000	1000	1000	1000	1000	1000
9	1000	1000	1000	1000	1000	1000	1000	1000	1000
10	1000	1000	1000	1000	1000	1000	1000	1000	1000

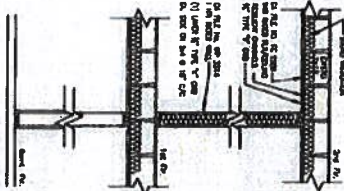


W ELEVATION
1/4\"/>

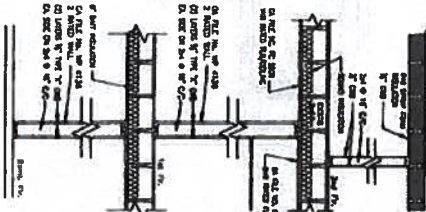
FLOOR PLAN									
NO.	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER	AREA
1	1000	1000	1000	1000	1000	1000	1000	1000	1000
2	1000	1000	1000	1000	1000	1000	1000	1000	1000
3	1000	1000	1000	1000	1000	1000	1000	1000	1000
4	1000	1000	1000	1000	1000	1000	1000	1000	1000
5	1000	1000	1000	1000	1000	1000	1000	1000	1000
6	1000	1000	1000	1000	1000	1000	1000	1000	1000
7	1000	1000	1000	1000	1000	1000	1000	1000	1000
8	1000	1000	1000	1000	1000	1000	1000	1000	1000
9	1000	1000	1000	1000	1000	1000	1000	1000	1000
10	1000	1000	1000	1000	1000	1000	1000	1000	1000



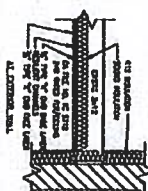
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1/4\"/>



SECTION 2
1/4\"/>

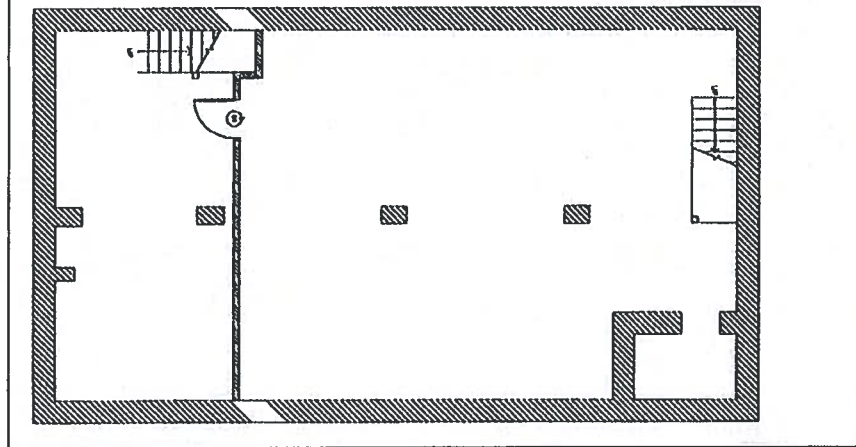


SECTION 1
1/4\"/>

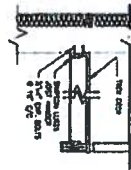
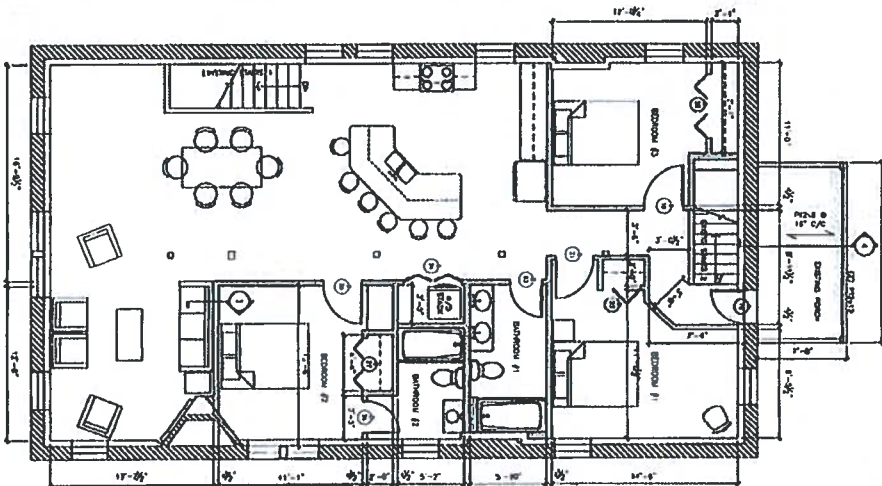


SECTION 1
1/4\"/>

BASEMENT

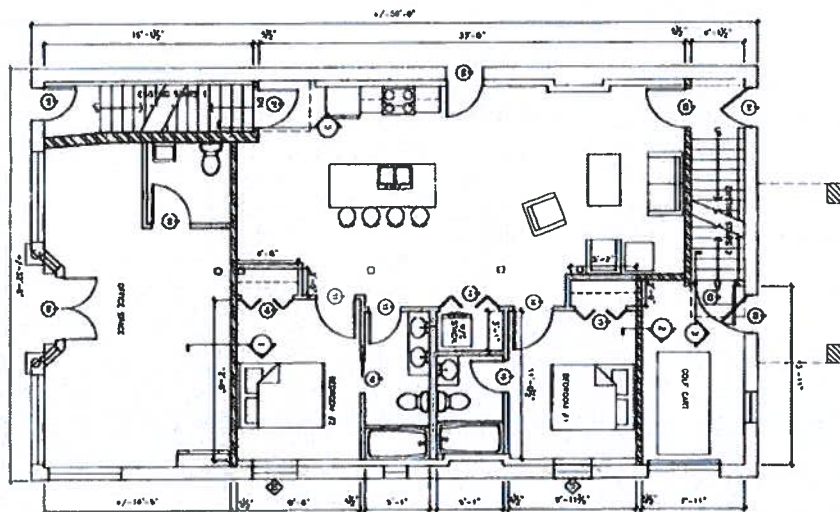


SECOND FLOOR



NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL WALLS ARE 8\"/>

FIRST FLOOR



NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL WALLS ARE 8\"/>

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL WALLS ARE 8\"/>

<p>DATE: 10/1/04 DRAWN BY: J. HASKINS CHECKED BY: J. HASKINS SCALE: AS SHOWN</p>	<p>FLOOR PLANS RENOVATIONS CARRIE HASKINS 1118 W. Washington Street, Sandusky</p>	<p>FEICK DESIGN GROUP, INC. JOHN A. FEICK, ARCHITECT 224 EAST WATER STREET SANDUSKY, OHIO (419) 825-2554</p>	<p>NOTES: 1. ALL DIMENSIONS ARE IN FEET AND INCHES. 2. ALL WALLS ARE 8\"/> </p>
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Office of the Secretary of State

CERTIFICATE OF FILING OF

RGCC Properties, L.L.C.
File Number: 804523088

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/15/2022

Effective: 04/15/2022



A handwritten signature in black ink, appearing to be "Jm", written over a faint circular background.

John B. Scott
Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

RGCC Properties, L.L.C.

File Number: 804523088

Assumed Name:

RGCC Properties, L.L.C. - Sandusky Series

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 04/22/2022

Effective: 04/22/2022



A handwritten signature of John B. Scott, consisting of a stylized 'J' followed by 'B. Scott'.

John B. Scott
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 804523088 04/15/2022
Document #: 1140179860002
Image Generated Electronically
for Web Filing**

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

RGCC Properties, L.L.C.

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Donald Scott Haskins

C. The business address of the registered agent and the registered office address is:

Street Address:

1608 Stratford Drive Mansfield TX 76063

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Carrie Haskins**

Title: **Managing Member**

Address: **1608 Stratford Drive Mansfield TX, USA 76063**

Managing Member 2: **Donald Scott Haskins**

Title: **Managing Member**

Address: **1608 Stratford Drive Mansfield TX, USA 76063**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

This LLC is intended to be formed and operated as a Series LLC. Accordingly, the following notices provide for the creation of one or more series and limit the liability of the series:

1. The LLC Agreement may authorize the formation of one or more series with separate members, managers, membership interests, specified assets, rights, powers, duties, responsibilities, obligations, profits, or losses, each with unique and specific business purposes or investment objectives. Each series and its assets will be separately identified and managed, and each series may be operated or terminated independently from the other series.

2. As provided in the Texas Business Organizations Code Section §101.602(a):

(1) the debts, liabilities, obligations, and expenses incurred, contracted for, or otherwise existing with respect to a particular series shall be enforceable against the assets of that series only, and shall not be enforceable against the assets of the limited liability company generally or any other series; and

(2) none of the debts, liabilities, obligations, and expenses incurred, contracted for, or otherwise existing with respect to the limited liability company generally or any other series shall be enforceable against the assets of a particular series.

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**1608 Stratford Drive
Mansfield, TX 76063
USA**

Organizer

The name and address of the organizer are set forth below.

Robert A. Putman **Putman Law Firm, P.C., 1000 N. Walnut Creek Drive, Suite A,**
Mansfield, Texas 76063

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Robert A. Putman

Signature of Organizer

FILING OFFICE COPY

Southern Title of Ohio, Ltd.
ALTA Universal ID 4085
416 West Market Street
Sandusky, OH 44870

File No./Escrow No.: 22-192
Print Date & Time: August 25, 2022 at 03:59 PM
Officer/Escrow Officer: Danielle Shaffoe
Settlement Location: 416 West Market Street
 Sandusky, OH 44870

Property Address: 1118 W. WASHINGTON STREET
 SANDUSKY, OH 44870

Borrower: DONALD S. HASKINS
Seller: ANN B. MASCHARI
Lender: Cvvista Bank
Settlement Date: August 29, 2022
Disbursement Date: August 30, 2022

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sale Price of Property	\$ 175,000.00	
Deposit		\$ 1,000.00
Loan Amount		\$ 300,000.00 ✓
Prorations/Adjustments		
County Taxes 01/01/22 to 08/30/22		\$ 674.05
Loan Charges to Cvvista Bank		
Processing Fees	\$ 300.00	
Underwriting Fees	\$ 575.00	
Other Loan Charges		
Appraisal Fee to Chase Appraisal Company LLC	\$ 125.00	
POC \$ 375.00 Paid by Borrower before closing		
Appraisal Fee to RA Reynolds Appraisal	\$ 425.00	
POC \$ 375.00 Paid by Borrower before closing		
Appraisal Updates to McSteen	\$ 625.00	
Credit Report to Factual Data	\$ 24.30	
Flood Certification to ServiceLink National Flood	\$ 14.10	
Tax Tracking Service to InfoPro	\$ 64.00	
Mechanic Lien Updates (5) to Southern Title of Ohio, Ltd.	\$ 500.00	

ALTA Settlement Statement Borrower/Buyer - Continued

Debit Credit

@ \$100)

Impounds**Title Charges & Escrow / Settlement Charges**

Title - Lender's Title Insurance to Southern Title of Ohio, Ltd.	\$ 1,050.00
Coverage: \$ 300,000.00	
Premium: \$ 468.75	
Title - Owner's Title Insurance (optional) to Southern Title of Ohio, Ltd.	\$ 196.87
Coverage: \$ 175,000.00	
Premium: \$ 975.00	
Title - Survey Coverage Simult to Southern Title of Ohio, Ltd.	\$ 100.00
Title - CPL for Lender only to Southern Title of Ohio, Ltd.	\$ 40.00
Title - OVERNIGHT/WIRE FEES to Southern Title of Ohio, Ltd.	\$ 90.00
(total)	
Title - SETTLEMENT FEE to Southern Title of Ohio, Ltd.	\$ 275.00
Title - TITLE CHAIN REPORT to Southern Title of Ohio, Ltd.	\$ 100.00
Title - TITLE COMMITMENT to Southern Title of Ohio, Ltd.	\$ 50.00
Title - ALTA 6 (Variable Rate Mortgage) to Southern Title of Ohio, Ltd.	\$ 75.00
Title - Mechanic Lien Coverage Lender to Southern Title of Ohio, Ltd.	\$ 150.00
Title - ALTA 8.1 (EPL) to Southern Title of Ohio, Ltd.	\$ 50.00
Title - ALTA 9 (Restrictions, Encroachments, Min.) to Southern Title of Ohio, Ltd.	\$ 150.00

Commission**Government Recording and Transfer Charges**

Recording Fees to Erie County Recorder	\$ 244.00
Deed:\$34.00 Mortgage:\$210.00	

Payoffs**Miscellaneous**

Funds held for construction to Civista Bank	\$ 171,275.00
Funds disbursed to builder	

ALTA Settlement Statement Borrower/Buyer - Continued

		Debit	Credit
Lender Credit	to Byington Builder	\$ 30,225.00	
Document Storage Fee	to RQR Imaging LLC	\$ 200.00	
Survey	to Eacta Land Surveying	\$ 190.00	
Homeowner's Insurance Premium (mo.)	to Goosehead Insurance	\$ 1,706.00	
Subtotals		\$ 383,819.27	\$ 302,511.25
Balance Due FROM			\$ 81,308.02
TOTALS		\$ 383,819.27	\$ 383,819.27 ✓

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Southern Title of Ohio, Ltd. to cause the funds to be disbursed in accordance with this statement.


 DONALD S. HASKINS

 Danielle Shaffoe, Escrow Officer

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 8/29/2022
Closing Date 8/29/2022
Disbursement Date 8/30/2022
Settlement Agent Southern Title of Ohio, Ltd.
File # 22-192
Property 1118 W Washington St
Sandusky, OH 44870
Appraised Prop. Value \$375,000

Transaction Information

Borrower Donald Haskins
1608 Stratford Dr
Mansfield, TX 76063
Seller Ann B. Mascheri
1118 W Washington St
Sandusky, OH 44870
Lender Civista Bank

Loan Information

Loan Term 30 years
Purpose Construction
Product 1 Year Interest Only, 11/6
mo. Adjustable Rate
Loan Type ☒ Conventional ☐ FHA
☐ VA ☐
Loan ID # 5421439
MIC #

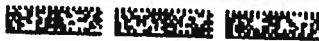
Loan Terms		Can this amount increase after closing?	
Loan Amount	\$300,000	NO	
Interest Rate	4.25 %	YES	<ul style="list-style-type: none"> Adjusts every 6 months starting in year 12 Can go as high as 9.25% in year 12 See AIR Table on page 4 for details
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,878.35	YES	<ul style="list-style-type: none"> Adjusts every 6 months starting in year 2 Can go as high as \$2,188 in year 12 Includes only interest and no principal until year 2 See AP Table on page 4 for details
Prepayment Penalty		Does the loan have these features?	
		NO	
Balloon Payment		NO	

Projected Payments

Payment Calculation	Year 1	Years 2-11	Year 12	Years 13-30
Principal & Interest	\$1,062.50 <i>only interest</i>	\$1,501.13	\$1,351 min \$2,188 max	\$1,351 min \$2,188 max
Mortgage Insurance	+ 0	+ 0	+ 0	+ 0
Estimated Escrow <i>Amount can increase over time</i>	+ 0	+ 0	+ 0	+ 0
Estimated Total Monthly Payment	\$1,062.50	\$1,501.13	\$1,351-\$2,188	\$1,351-\$2,188
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$689.03 Monthly	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>		In escrow? NO NO

Costs at Closing

Closing Costs	\$7,232.07	Includes \$5,722.40 in Loan Costs + \$2,346.87 in Other Costs - \$837.20 in Lender Credits. See page 2 for details.
Cash to Close	\$81,308.02	Includes Closing Costs. See Calculating Cash to Close on page 3 for details.



Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid by Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges		\$875.00				
01	% of Loan Amount (Points)					
02	Processing Fees	\$300.00				
03	Underwriting Fees	\$575.00				
04						
05						
06						
07						
B. Services Borrower Did Not Shop For		\$2,027.40				
01	Appraisal Fee to Chase Appraisal Company, LLC	\$125.00	\$375.00			
02	Appraisal Fee to R.A. Reynolds Appraisal	\$425.00	\$375.00			
03	Appraisal Updates to McSteen	\$625.00				
04	Credit Report to Factual Data	\$24.30				
05	Flood Certification to ServiceLink National Flood	\$14.10				
06	Tax Tracking Service to InfoPro	\$64.00				
07						
C. Services Borrower Did Shop For		\$2,830.00				
01	Title - Closing Protection Letter to Southern Title of Ohio, Ltd.	\$40.00				
02	Title - Construction Survey to Exacta Land Surveying	\$190.00				
03	Title - E.P.A. Endorsement/Survey to Southern Title of Ohio, Ltd.	\$525.00				
04	Title - Lender's Title Insurance to Southern Title of Ohio, Ltd.	\$1,050.00				
05	Title - Lien Updates to Southern Title of Ohio, Ltd.	\$500.00				
06	Title - Settlement Fee to Southern Title of Ohio, Ltd.	\$275.00		\$275.00		
07	Title - Title Ins Binder/Title Exam to Southern Title of Ohio, Ltd.	\$150.00		\$350.00		
08	Title - Wire Fee/Courier Fee to Southern Title of Ohio, Ltd.	\$90.00				
D. TOTAL LOAN COSTS (Borrower-Paid)		\$5,722.40				
Loan Costs Subtotals (A + B + C)		\$4,972.40	\$750.00			
Other Costs						
E. Taxes and Other Government Fees		\$244.00				
01	Recording Fees to Deed: \$34.00 Mortgage: \$210.00	\$244.00				
02	Transfer Taxes to Erie County Auditor			\$700.50		
F. Prepays		\$1,706.00				
01	Homeowner's Insurance Premium (12 mo.) to Goosehead Insurance	\$1,706.00				
02	Mortgage Insurance Premium (mo.)					
03	Prepaid Interest (per day from to)	\$0.00				
04	Property Taxes (mo.)					
05						
G. Initial Escrow Payment at Closing						
01	Homeowner's Insurance per month for mo.					
02	Mortgage Insurance per month for mo.					
03	Property Taxes per month for mo.					
07						
08	Aggregate Adjustment	\$0.00				
H. Other		\$396.87				
01	Deed Preparation to Smith & Sidor LLC			\$150.00		
02	Document Preparation to Document Storage Fee to ROR	\$200.00				
03	Real Estate Commission to Berkshire Hathaway			\$5,250.00		
04	Real Estate Commission to ReMax Quality Realty/Coffman			\$3,500.00		
05	Title - Owner's Title Insurance (optional) to Southern Title of Ohio, Ltd.	\$196.87		\$196.88		
I. TOTAL OTHER COSTS (Borrower-Paid)		\$2,346.87				
Other Costs Subtotals (E + F + G + H)		\$2,346.87				
J. TOTAL CLOSING COSTS (Borrower-Paid)		\$7,232.07				
Closing Costs Subtotals (D + I)		\$7,319.27	\$750.00			
Lender Credits (Includes \$437.20 credit for increase in Closing Costs above legal limit)		\$437.20				
				\$10,422.38		

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Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$10,182.00	\$7,232.07	YES
Closing Costs Paid Before Closing	\$0	-\$750.00	YES
Closing Costs Financed (Paid from your Loan Amount)	-\$10,182.00	-\$7,232.07	YES
Down Payment/Funds from Borrower	\$0	\$0	NO
Deposit	-\$1,000.00	-\$1,000.00	NO
Funds for Borrower	-\$114,818.00	-\$117,767.93	YES
Seller Credits	-\$1,506.00	\$0	YES
Adjustments and Other Credits	\$201,500.00	\$200,825.95	YES
Cash to Close	\$84,176.00	\$81,308.02	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$382,982.07
01 Sale Price of Property	\$175,000.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$6,482.07
04	
Adjustments	
05 Funds Held for Construction	\$171,275.00
06 Funds disbursed to builder at closing	\$30,225.00
07	
Adjustments for Items Paid by Seller in Advance	
08 City/Town Taxes to	
09 County Taxes to	
10 Assessments to	
11	

14	
15	
L. Paid Already by or on Behalf of Borrower at Closing	\$301,674.05
01 Deposit	\$1,000.00
02 Loan Amount	\$300,000.00
03 Existing Loan(s) Assumed or Taken Subject to	
04 Tolerance Cure Paid by Lender	
05 Seller Credit	
Other Credits	
06	
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to	
13 County Taxes 01/01/22 to 08/30/22	\$674.05
14 Assessments to	
15	
16	
17	
18	
19	

CALCULATION

Total Due from Borrower at Closing (K)	\$382,982.07
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$301,674.05
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$81,308.02

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$175,000.00
01 Sale Price of Property	\$175,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
09 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	

15	
16	
N. Due from Seller at Closing	\$12,275.52
01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$10,422.38
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09	
10	
11 2021 Taxes + Penalties to Erie County Treasurer	\$1,179.09
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes to	
15 County Taxes 01/01/22 to 08/30/22	\$674.05
16 Assessments to	
17	
18	
19	

CALCULATION

Total Due to Seller at Closing (M)	\$175,000.00
Total Due from Seller at Closing (N)	-\$12,275.52
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$162,724.48

Additional Information About This Loan

Loan Disclosures

Assumption

- If you sell or transfer this property to another person, your lender
- ☐ will allow, under certain conditions, this person to assume this loan on the original terms.
 - ☒ will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- ☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- ☒ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the principal and interest overdue.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- ☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☒ do not have a negative amortization feature.

Partial Payments

Your lender

- ☐ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- ☒ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- ☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
1118 W Washington St, Sandusky, OH 44870

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Adjustable Payment (AP) Table

Interest Only Payments?	YES For your first 12 payments
Optional Payments?	NO
Step Payments?	NO
Seasonal Payments?	NO
Monthly Principal and Interest Payments	
First Change/Amount	\$1,501 at 13th payment
Subsequent Changes	Every 6th payment
Maximum Payment	\$2,188 starting at 133rd payment

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Escrow Account

For now, your loan

- ☐ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow

Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:
Initial Escrow Payment		You may have other property costs. A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- ☒ will not have an escrow account because ☐ you declined it ☒ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow

Estimated Property Costs over Year 1	\$7,579.33	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Adjustable Interest Rate (AIR) Table

Index + Margin	SOFR_30DayAvg + 3%
Initial Interest Rate	4.25%
Minimum/Maximum Interest Rate	3%/9.25%
Change Frequency	
First Change	Beginning of 133rd month
Subsequent Changes	Every 6th month after first change
Limits on Interest Rate Changes	
First Change	5%
Subsequent Changes	1%

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GTRIDCDWS5 (CLS)

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$526,911.72
Finance Charge. The dollar amount the loan will cost you.	\$223,798.42
Amount Financed. The loan amount available after paying your upfront finance charge.	\$297,390.90
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.333 %
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	73.73 %

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

☐ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

☒ state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	CIVISTA BANK		ReMax Quality	Berkshire Hathaway Professional Realty	Southern Title of Ohio, Ltd.
Address	100 EAST WATER STREET SANDUSKY, OH 44870		1919 Sandusky Mall Blvd Sandusky, OH 44870	5700 Gateway, Suite 200 Mason, OH 45040	416 W. Market Street Sandusky, OH 44870
NMLS ID	412766				
OH License ID			446967	2016001649	4085
Contact	Jennifer L Torres		Victoria Borger	Jeff Smith	Judith A. Schmenk
Contact NMLS ID	1915202				
Contact OH License ID	1915202				
Email	jltorres@civista.bank		446967 victoriaborger@remax.net	2016001649 jeffshomes55@gmail.com	56038 judy@southerntitleofohio.com
Phone	419-627-4510		419-621-7204	419-625-7888	419-621-5550



Addendum to Closing Disclosure


This form is a continued statement of final loan terms and closing costs.

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.


Donald Haskins

8/29/22
DATE


Darle Haskins

8/29/22
DATE

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08/25/2022 12:10 PM PST



LOAN ID # 5421439
GTRIDCOWSS (CLS)

TRANSFERRED

In Compliance with sections
319-202 and 322-02 of the
Ohio Revised Code

Fee: \$0.00
Exempt: X
R.E. Transfer Fee: \$0.00
Richard H. Jeffrey
Erie County Auditor
Trans. Fees: : \$1.50
Date: Sep 28, 2022 by LJ
eFile#: 21766647

GENERAL WARRANTY DEED

DONALD S. HASKINS, MARRIED, for valuable consideration paid, grants to
RGCC PROPERTIES, L.L.C. – Sandusky Series, whose tax mailing address is 1608
Stratford Drive, Mansfield, Texas 76063, the following real property:

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the
northerly one-half (1/2) of Lot Number One Hundred Eight (108) on
Washington Street.

Permanent Parcel Nos.: 59-01285.000 and 59-01284.000
Prior Deed Reference: RN202208352
Erie County, Ohio Official Records

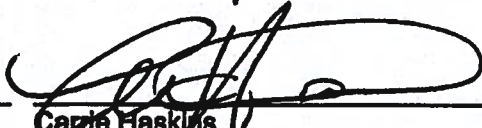
These premises are transferred with general warranty covenants, excepting
taxes and assessments, both general and special, from the date of the recordation of this
deed and thereafter, which Grantee assumes and agrees to pay, easements, restrictions and
reservations of record and zoning ordinances, if any.

CARRIE HASKINS, WIFE OF GRANTOR, releases all rights of dower herein.

EXECUTED this 8th day of September, 2022.



Donald S. Haskins



Carrie Haskins

STATE OF TEXAS, COUNTY OF Tarrant: ss

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **DONALD S. HASKINS AND CARRIE HASKINS, HUSBAND AND WIFE**, who represented to me to be said persons and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Tarrant County, Texas, this 8th day of September, 2022.




Notary Public

