

RESOLUTION NO.: 33 -2010  
INTRODUCED BY: Alexander

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF  
FINANCE TO ENTER INTO A PURCHASE AGREEMENT FOR  
PROPERTY AT 361 DUMBARTON BOULEVARD.

WHEREAS, pursuant to the City's participation in the federal Neighborhood Stabilization Program, the City administration has recommended acquisition of a home at 361 Dumbarton Boulevard in the City for rehabilitation and resale under the grant Program;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor and the Director of Finance are authorized to enter into a purchase agreement for acquisition of the home and land at 361 Dumbarton Boulevard in the City of Richmond Heights for a purchase price not to exceed \$60,000.00 under the terms and conditions set forth in the purchase agreement, attached hereto at "Exhibit A" and incorporated by reference herein.

Section 2: The Director of Finance is authorized and directed to appropriate to a proper account the sum of \$60,000.00 for the acquisition authorized in Section 1 above and up to an additional \$1,500.00 for closing costs and other fees necessary to complete the transaction set forth in Section 1 above.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Daniel J. Ursu, Mayor

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

ATTEST: \_\_\_\_\_

Betsy Traben  
Clerk of Council

\_\_\_\_\_  
David H. Roche  
President of Council

# EXHIBIT A



## PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER:** CITY OF RICHMOND HEIGHTS offers to buy the  
 2 **PROPERTY:** located at 361 Dumbarton Blvd.  
 3 City RICHMOND HEIGHTS, Ohio, Zip 44143 Permanent Parcel No(s) \_\_\_\_\_

4 The property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION except for normal  
 5 wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures,  
 6 including such of the following as are now on the property: all landscaping, electrical, heating, plumbing and bathroom  
 7 fixtures, ceiling fans; central air conditioning systems; all window and door shades, blinds, awnings, screens, storm  
 8 windows, curtain rods and drapery hardware; garbage disposal, TV antenna, rotor and control unit; radiator covers, smoke  
 9 detectors, garage door opener(s) and \_\_\_\_\_ controls; all attached wall-to-wall carpeting. The following selected items shall  
 10 also remain: ☐ satellite dish; ☐ countertop range; ☐ range; ☐ wall oven;  
 11 ☐ microwave; ☐ kitchen refrigerator; ☐ second refrigerator; ☐ dishwasher; ☐ washer; ☐ dryer; ☐ window air  
 12 conditioner(s); ☐ through the wall air conditioners; ☐ gas grill; ☐ fireplace tools; ☐ screen, ☐ glass doors and  
 13 ☐ grate; ☐ all existing window treatments; ☐ ceiling fan(s); ☐ wood burner stove inserts; ☐ gas logs; and  
 14 ☐ water softener (do not check if leased); ☐ humidifier; ☐ dehumidifier; ☐ security system; ☐ freezer;  
 15 ☐ indoor grill; ☐ mailbox and ☐ invisible fence, transmitter, \_\_\_\_\_ collar(s).

16 Additional Items to be included: \_\_\_\_\_  
 17 \_\_\_\_\_  
 18 Items Excluded: \_\_\_\_\_  
 19 \_\_\_\_\_

20 **SECONDARY OFFER:** This ☐ is ☒ is not a secondary offer. This secondary offer, if applicable, shall become a  
 21 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before  
 22 \_\_\_\_\_ (Date). BUYER shall have the right to terminate this secondary offer at any time prior  
 23 to BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the  
 24 SELLER or the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money  
 25 within four (4) days and BUYER and SELLER agree to sign an addendum listing the date for loan application, loan  
 26 approval, deposit of funds and documents, title transfer and possession.

27 **PRICE:** BUYER shall pay the sum of \_\_\_\_\_ \$ 60,000.00  
 28 Payable as follows:

29 **Earnest money** in the form of a check, paid to/deposited with (check one)  
 30 ☐ Listing Broker ☐ Buyers' Broker or ☐ \_\_\_\_\_  
 31 and credited against the purchase price \_\_\_\_\_ \$ 5,000.00  
 32 The check shall be deposited immediately upon acceptance  
 33 of a binding Agreement as defined below on lines 262-271

34 **Additional Funds** to be deposited in escrow \_\_\_\_\_ \$ 55,000.00

35 BUYER ☒ will ☐ will not (check one) meet down payment requirement  
 36 in cash, without regard to the sale and/or closing of any other real property

37 **Mortgage** loan to be obtained by BUYER \_\_\_\_\_ \$ 0.00  
 38 ☐ CONVENTIONAL, ☐ FHA, ☐ VA ☒ OTHER CASH  
 39 \_\_\_\_\_

40 **FINANCING:** This transaction is conditioned upon BUYER obtaining a commitment for a first mortgage loan (the "Loan")  
 41 from Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the amount set forth above, or  
 42 in a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the Loan within \_\_\_\_\_ days after the date of  
 43 acceptance, to cooperate fully with the lender's requests for information and to use good faith efforts to obtain the Loan and  
 44 shall obtain a commitment for the Loan on or before \_\_\_\_\_. If, despite BUYER'S good faith efforts, a loan  
 45 commitment has not been obtained, then this Agreement shall be null and void. Upon signing of a mutual release by  
 46 SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of

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either party to the other or to the Brokers and their agents. If this is a secondary offer, BUYER shall not be obligated to make a loan application until after BUYER'S offer becomes the primary contract.

**CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S lending institution or a title company on or before 5/19/10, and the deed shall be recorded on or about 5/21/10, except that if a defect in title appears, SELLER shall have thirty (30) days after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title subject to such defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither BUYER, SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the earnest money shall be returned to BUYER.

**POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5:00 (time) ☐ a.m. ☒ p.m. 0 day(s) after recording of the deed or 5/21/10, whichever is later. Subject to BUYER'S rights, if any, the premises may be occupied by the SELLER free for ( ) days and an additional ( ) days at a rate of \$ ( ) per day provided, however, that under no circumstances shall SELLER occupy premises beyond 5/21/10 (date). Payment and collection of fees for use and occupancy after transfer of title are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

**TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created), including without limitation subsurface rights, and encroachments, which do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Barristers of Ohio, LLC in the amount of the purchase price subject to the exceptions above and any acts of the grantee.

**LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor does the existence of a warranty preclude the advisability of professional inspection(s). BUYER ☐ does elect ☐ does not elect (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc. The cost of \$ ( ) shall be paid by ☐ SELLER ☐ BUYER through escrow.

**PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance, if any, of the funds on reserve, once it receives notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not accurately reflect the amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following:

In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), then ☐ BUYER ☒ SELLER agrees to pay the amount of such recoupment.

**CHARGES/ESCROW INSTRUCTIONS:** This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. If there is any conflict between the escrow agent's usual conditions of acceptance and this Agreement, the terms of this Agreement shall prevail.

**SELLER shall pay** the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed preparation costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 301-305 below; and g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case SELLER shall pay the entire escrow fee); SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. The escrow agent shall withhold \$ 200.00 from the proceeds due SELLER for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.



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104 **BUYER shall pay** the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA  
105 regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording  
106 fees for the deed and any mortgage, and d) a fee of \$225.00 to Howard Hanna for brokerage services rendered to  
107 the BUYER. BUYER shall secure new insurance on the property.

108 The cost of the home warranty plan, if any, shall be charged as shown in line 72 above.

109 ☐ The SELLER hereby authorizes and instructs the escrow agent to send a copy of the SELLER'S fully signed HUD1  
110 Settlement Statement to the SELLER'S Broker listed on this Agreement promptly after closing.

111 ☒ The BUYER hereby authorizes and instructs the escrow agent to send a copy of the BUYER'S fully signed HUD1  
112 Settlement Statement to BUYER'S Broker listed on this Agreement promptly after closing.

113 **INSPECTIONS:** BUYER shall have professional inspectors perform, at BUYER'S expense, the inspection(s) indicated  
114 below. A professional is a person engaged full-time for profit in the business directly related to the inspection service  
115 indicated. BUYER must indicate "yes" for each professional inspection desired and the number of days following the  
116 date of Acceptance that BUYER has to conduct each inspection elected. BUYER assumes sole responsibility to  
117 select and retain a professional inspector for each requested inspection and releases Broker of any and all liability  
118 regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges  
119 that BUYER is acting against the advice of BUYER'S agent and broker. BUYER understands that all real property  
120 and improvements may contain defects and conditions that are not readily apparent and which may affect a  
121 property's use or value. BUYER and SELLER agree that the Broker(s) and their agents do not guarantee and in  
122 no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER'S own duty to  
123 exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the  
124 condition and systems of the property.

125 **INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT**  
126 **NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.**

127 **WAIVER:**            (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated  
128 "YES." Any failure by BUYER to perform, within the time specified, any inspection indicated "YES" herein is a waiver  
129 of such inspection and shall be deemed absolute acceptance of the property by BUYER in its "AS IS" condition.

Choice		Inspection	Expense	
Yes	No		BUYER'S	SELLER'S
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME <u>      </u> days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM <u>      </u> days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY <u>      </u> days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE <u>      </u> days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON <u>      </u> days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD* <u>      </u> days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>

138 \*Buyer is advised to hire a professional inspector who is qualified to determine whether mold is present in the property, what  
139 type of mold is present and to propose an appropriate treatment of any mold that is discovered. Both prior and current water  
140 leaks and water damage to a property can result in the existence of mold which may cause adverse health effects.

141 ☐ ☒ OTHER        days from acceptance of AGREEMENT ☐ ☐

143 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following:

144 (A) Remove the inspection contingency and accept the property in its "AS IS" present physical condition.  
145 If the property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an  
146 *Amendment/Removal of Contingency*;

147 (B) Accept the property subject to SELLER agreeing to have specific material defects, that were either previously  
148 disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified  
149 contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a  
150 copy of all inspection reports and to sign an *Amendment to Purchase Agreement* removing the  
151 inspection contingency and identifying those specific material defects which are to be repaired.  
152 SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and  
153 copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER  
154 at SELLER'S expense. If BUYER and SELLER do not agree in writing within those three (3) days, then this  
155 AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon

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the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the property for BUYER to review any such material defects corrected by SELLER. For purposes of this AGREEMENT, "material defects" DO NOT include minor routine maintenance. OR

(C) Terminate this Agreement if BUYER'S written inspection report(s) or any other source(s) identify material defects NOT previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees to provide a copy of the written inspection report(s) to SELLER, and both parties agree to promptly sign a mutual release, whereupon the earnest money shall be returned to BUYER.

Yes No

☒ **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the property shall be made within 0 days by a licensed inspection or exterminating agency of ☐ BUYER'S or ☐ SELLER'S choice at ☐ BUYER'S ☐ SELLER'S expense and such agency's written report made available to the BUYER before closing. If such report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE ☐ BUYER OR ☐ SELLER (unless FHA/VA regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay such costs and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that event, SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

Yes No

☒ **LEAD-BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the property by a professional inspector, for the presence of lead-based paint and/or lead-based paint hazards at BUYER'S expense within 0 days after acceptance. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in their written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request for repairs, SELLER shall have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER'S consent.

BUYER ☐ HAS \_\_\_\_\_ (BUYER'S initials) ☒ HAS NOT \_\_\_\_\_ (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."

If BUYER has not received such pamphlet and disclosure, then this offer is subject to the SELLER completing the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within 10 days from receipt.

The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. SELLER agrees to provide reasonable access to the property for BUYER to review and approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of the inspections indicated in lines 132-142 shall be from the date this becomes the primary contract and not from the date of acceptance.

**MEGAN'S LAW:** SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on BUYER'S own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction to determine if a sex offender resides in the area of the property.

**CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio *Residential Property Disclosure Form*, identified by any inspections requested by either party or on any other forms or addenda made a part of this Agreement or identified by any other source. SELLER warrants to BUYER that SELLER has completed the State of Ohio *Residential Property Disclosure Form* accurately and thoroughly and that no additional items of disclosure have occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use)



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213 unless otherwise disclosed on this AGREEMENT or on the *Residential Property Disclosure Form*. BUYERS must  
214 initial one of the following:

215 BUYER ☐ HAS \_\_\_\_\_ (BUYER'S initials), prior to signing this offer, received a copy of the *Residential*  
216 *Property Disclosure Form* which was signed by SELLER on \_\_\_\_\_ (date).

217 BUYER ☒ HAS NOT \_\_\_\_\_ (BUYER'S initials) received a copy of the *Residential Property Disclosure*  
218 *Form*. This offer is subject to the SELLER completing the *Residential Property Disclosure Form* and BUYER'S  
219 review and approval of the information contained on the disclosure form within \_\_\_\_\_ days from receipt.

220 BUYER acknowledges that the SELLER completed the *Residential Property Disclosure Form* and agrees to hold the  
221 Brokers and their agents harmless from any misstatements or errors made by the SELLER on that form. BUYER also  
222 acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information  
223 provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real  
224 estate agent(s) regarding the square footage of the rooms or structures, the lot dimensions, homeowners' fees,  
225 public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed.

226 Please list any and all verbal representations made by Brokers or their agents that you relied upon when  
227 purchasing this property (if none, write "none").  
228 \_\_\_\_\_

229 SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and  
230 foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local governmental  
231 point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received from  
232 governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and  
233 SELLER shall have ten (10) days after receipt by BUYER of all notices to agree in writing which party shall be  
234 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in  
235 writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a  
236 mutual release with instruction to the Broker for disbursement of the earnest money on deposit.

237 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that BUYER is relying upon BUYER'S own  
238 inspection and evaluation of the property, whether performed by BUYER or BUYER'S independent inspectors or contractors,  
239 in determining the property's condition or fitness. BUYER understands that Howard Hanna and its agents do not warrant the  
240 condition or systems of the property or guarantee that SELLER has disclosed all defects.

241 BUYER acknowledges that, except as specifically noted on lines 226-228 above, Howard Hanna and its agents  
242 have not made any representations, warranties, or agreements, express or implied regarding the condition or use of  
243 the property, including but not limited to any representation that: (a) the basement, crawl space, or slab area do not  
244 incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or  
245 any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or  
246 structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water  
247 supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or  
248 asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property.

249 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the  
250 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and  
251 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that  
252 event, SELLER and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the  
253 earnest money on deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the  
254 property to its prior condition and BUYER agrees to complete the purchase of the property.

255 **MONEY BACK GUARANTEE:** (Elect one) BUYER ☐ does elect ☒ does not elect to purchase the Howard Hanna  
256 Money Back Guarantee Program, subject to Program's terms and conditions. If BUYER elects the Program, then this  
257 Agreement and BUYER'S obligations hereunder are conditioned upon approval of BUYER'S Application  
258 to Repurchase by Home Trade-In Company, Inc. ("HTCI") within seven (7) days from Acceptance as herein defined.  
259 BUYER'S fully-executed Application, including BUYER'S agreement to pay HTCI a fee of 1% of the purchase price, is  
260 attached hereto. If HTCI does not approve the Application, then this Agreement shall be null and void and BUYER  
261 and SELLER agree to sign a mutual release whereupon the earnest money shall be returned to BUYER.

262 **BINDING AGREEMENT** For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance,  
263 without any material change to the last offer or counter offer, and either the verbal or written communication of that  
264 acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar  
265 days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and  
266 SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms,  
267 conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with

Purchase Agreement 9/09  
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SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE  
5/7/10

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268 respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and  
269 be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding  
270 and valid. THIS IS A LEGALLY BINDING CONTRACT. The parties should consult an attorney or other professional if in need  
271 of legal or tax advice.

272 **ADDITIONAL TERMS:** Buyers offer to purchase property is Conditional upon  
273 authorization by City of Richmond Heights Council within 12 days of the date  
274 of buyers signature below.

275 **ADDENDA:** The additional terms and conditions in the following checked addenda and/or attachments ☒ Agency  
276 Disclosure Statement; ☒ Residential Property Disclosure; ☐ VA/FHA Addendum; ☐ FHA Home Inspection Notice;  
277 ☐ Condominium; ☐ House Sale Contingency; ☐ House Sale Concurrence; ☐ Lead-Based Paint; ☐ Homeowner's  
278 Association; ☐ Application to Repurchase by Home Trade-In Company, Inc. (if BUYER elects Money Back Guarantee  
279 Program) ☐ Other  
280 are made a part of this Agreement. The terms and conditions of all such addenda or attachments shall supersede any  
281 conflicting terms in this Agreement.

282 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of  
283 the earnest money, the broker is required by Ohio law to maintain such funds in the broker's trust account until the  
284 broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or  
285 (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date  
286 the earnest money was deposited in the broker's trust account, the parties have not provided the broker with such  
287 signed instruction or written notice that such legal action to resolve the dispute has been filed, the broker  
288 shall return the earnest money to the purchaser with no further notice to the seller. The broker shall acknowledge  
289 receipt of the earnest money shown on line 31 to the escrow agent who shall credit that amount to the Buyer's  
290 escrow account. Unless otherwise stated herein, the earnest money shall be retained in the broker's trust account  
291 until after title transfer at which time it shall be applied against any compensation due the broker. Any amount by  
292 which the earnest money exceeds the compensation due the broker shall be remitted to the escrow agent.

293 **BUYER:** Synda S Rossiter Address: 26789 Highland Road  
294 Print name: Synda S Rossiter Richmond Heights OH ZIP: 44143-2707  
on behalf of the City of Richmond Heights  
295 **BUYER:** Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
296 Print name: \_\_\_\_\_ Date: \_\_\_\_\_

297 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged, of \$ \_\_\_\_\_ earnest money, subject to the  
298 terms of the above offer.

299 **HOWARD HANNA REAL ESTATE SERVICES:**

300 By: \_\_\_\_\_ Office: \_\_\_\_\_ Phone: \_\_\_\_\_

301 **ACCEPTANCE:** SELLER accepts the above offer and, by irrevocable assignment of escrow funds, hereby instructs  
302 the Escrow Agent to pay from SELLER'S escrow funds a brokerage commission of three % of the sales  
303 price and, if the property is listed by Howard Hanna, \$225.00 to Howard Hanna Real Estate Services, 800 W. St.  
304 Clair Ave., 5<sup>th</sup> Floor, Cleveland, Ohio 44113-1266 as the sole procuring agent in this transaction and  
305 \_\_\_\_\_ % of the purchase price to Broker

306 Address \_\_\_\_\_

307 **SELLER:** \_\_\_\_\_ Address: \_\_\_\_\_

308 Print name: \_\_\_\_\_ ZIP: \_\_\_\_\_

309 **SELLER:** \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

310 Print name: \_\_\_\_\_ Date: \_\_\_\_\_

311 **COUNTER OFFER TERMS:** \_\_\_\_\_

312 \_\_\_\_\_

313 \_\_\_\_\_

314 \_\_\_\_\_

315 Sellers' signature \_\_\_\_\_ Date \_\_\_\_\_ Sellers' signature \_\_\_\_\_ Date \_\_\_\_\_