

ORDINANCE NO: 2 – 2016
INTRODUCED BY: Mayor Roche

AN ORDINANCE AUTHORIZING THE MAYOR TO SELL PROPERTY AT
497 KARL DRIVE AND KENBRIDGE DRIVE; AND DECLARING AN
EMERGENCY.

WHEREAS, the residential properties with homes on them at 497 Karl Drive and 790 Kenbridge Drive in the City of Richmond Heights (the “Properties”) that the City received title to through its Land Reutilization Program have been listed for sale, offers have been made for the Properties which are the highest of many offers and higher than the listing price of \$40,000.00 for each of the Properties, and the offers have been recommended by the City’s real estate agent and the City administration to be accepted; said offers being made by Ziegler & Tomlinson LTD in the cash amount of \$50,000.00 for each of the Properties with the City obligated to pay certain closing costs and sales commissions as set forth in the “Offer to Purchase Real Estate and Acceptance” for each of the properties, attached hereto and incorporated by reference herein as Exhibits A and B; and

WHEREAS, this Council determines that the aforesaid offers to purchase are appropriate and reasonable under the circumstances and should be accepted;

NOW, THEREFORE, Be It Ordained by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1. The Mayor is authorized, on behalf of the City of Richmond Heights Land Reutilization Program, to execute the purchase agreements for the sale of the Properties located at 497 Karl Drive (Permanent Parcel No. 662-06-102) and 790 Kenbridge Drive (Permanent Parcel No. 662-31-016) in the City of Richmond Heights for sale prices of \$50,000.00 each, as set forth in Exhibits A and B hereto, and under the terms essentially similar to the terms set forth in Exhibits A and B.

Section 2. The Mayor is also authorized to execute all necessary documents to consummate the sale of the Properties set forth in Section 1 above, including deeds for said Properties, and for the City to assume the required costs with respect to the closing of these transactions, including the real estate agent’s commissions, as set forth in Exhibits A and B hereto.

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

action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City of Richmond Heights and for the further reason that the City must accept the advantageous offers made on these Properties as soon as possible and under the terms of the purchase offers and to repair the homes that are in poor condition as soon as possible; wherefore, this Ordinance shall take effect and be in force immediately upon its passage by the Council and the signature of the Mayor.

PASSED: _____

David H. Roche, Mayor

APPROVED: _____

ATTEST: _____
Betsy Traben
Clerk of Council

Eloise Cotton-Henry
President of Council

EXHIBIT A



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1 **BUYER:** The undersigned Zeigler & Tomlinson LTD offers to buy the following
2 described property located at: 497 Karl Drive
3 Richmond Heights, Ohio, (the "Property"). Permanent Parcel No. 562-06-102
4 The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
5 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on
6 the Property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings,
7 screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s)
8 and _____ controls; all permanently attached carpeting. The following items shall also remain: ☐ satellite dish; ☐ range
9 and oven; ☐ microwave; ☐ kitchen refrigerator; ☐ dishwasher; ☐ washer; ☐ dryer; ☐ radiator covers; ☐ window air
10 conditioner; ☐ central air conditioning; ☐ gas grill; ☐ fireplace tools; ☐ screen; ☐ glass doors ☐ fireplace grates;
11 ☐ all existing window treatments; ☐ ceiling fan(s); ☐ wood burner stove inserts; ☐ gas logs; and ☐ water softener.
12
13 **Also included:** This is a cash deal, no contingencies
14
15 **NOT included:** None
16
17
18 **SECONDARY OFFER:** This ☐ is ☒ is not a secondary offer. This secondary offer, if applicable, will become a primary offer
19 upon BUYER'S receipt of a signed copy of the release of the primary offer on or before _____
20 BUYER shall have the right to terminate this secondary offer at any time prior to BUYER'S receipt of said copy of the release
21 of the primary offer by delivering written notice to the SELLER or to SELLER'S agent. BUYER shall deposit earnest money within
22 four (4) days of becoming the primary offer.
23
24 **PRICE:** BUYER shall pay the sum of
25 payable as follows: \$ 50,000.00
26
27 **Earnest Money** paid to Escrow Agent or Broker will be
28 deposited in a non-interest bearing trust account and credited
29 against purchase price: \$ 2,500.00
30 ☐ Check to be made payable to Broker or Escrow Agent
31 and deposited immediately upon the formation of a binding
32 Agreement
33 ☒ Note to be redeemed within four (4) days after formation of
34 a binding Agreement, as defined herein.
35
36 Cash down payment to be deposited in escrow: \$ 47,500.00
37
38 Mortgage loan to be obtained by BUYER: \$ N/A
39 ☐ CONVENTIONAL, ☐ FHA, ☐ VA, ☒ CASH, ☐ OTHER:
40 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage loan within
41 N/A days after Acceptance, as hereinafter defined, and obtaining a written commitment for that loan on
42 or about _____. If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this
43 AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall
44 be returned to the BUYER without any further liability of either party to the other or to Broker and their agents. NOTE: In the event
45 of a dispute between the parties regarding the earnest money, the Escrow Agent or Broker (the "Depository") is required by
46 Ohio law to maintain such funds in its trust account until its receipt of (a) written mutual authorization of both parties specifying
47 disbursement; or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from
48 the date the earnest money was deposited with the Depository, the parties have not provided the Depository with such signed

instructions or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest money to BUYER with no further notice to Seller.

CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow agent on or before 01/26/2016 and title shall be transferred on or about 01/26/2016

POSSESSION: SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after recording of the Deed or at closing, whichever is later. BUYER agrees to transfer utilities commencing on the date of possession.

TITLE: SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such restrictions, conditions, easements (however created) and encroachments as 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 Northern Title Agency in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any Broker or agents shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

PRORATIONS: Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax duplicate for the calendar year of closing becomes available. If the Property is new construction and recently completed or in the process of completion at the time of the Agreement, then 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 of the funds on reserve once it receives notice from the county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$200.00 from SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), ☐ 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 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other (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. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage; d) an additional commission of \$200 to Keller Williams Greater Cleveland Southeast if Buyer is a client or customer of Keller Williams Greater Southeast; and e) other

BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which

☐ will ☒ will not be purchased from _____ at a cost of \$ _____, which shall

be charged to ☐ SELLER ☐ BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty does not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.

☐ SELLER(s) hereby authorizes and instruct escrow agent to send copy of their fully signed Closing Disclosure or HUD 1 Settlement Statement to the Brokers listed on this Agreement promptly after closing

☒ BUYER(s) hereby authorizes the escrow agent to provide a copy of their fully signed Closing Disclosure or HUD 1 Settlement Statement to the Brokers listed on this Agreement promptly after closing

INSPECTIONS: This Agreement shall be subject to the following inspection(s) by a qualified inspector of BUYER'S choice no later than ten (10) calendar days from the date of Acceptance of this Agreement. In conducting BUYER'S due diligence, BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases SELLER

111 and KellerWilliams Realty Greater Cleveland Southeast from any and all liability regarding the selection or retention of Inspector(s).

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If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent and Broker. BUYER understands that all real property and improvements may contain defects and conditions that are not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents do not guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is BUYER'S own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the condition and systems of the Property. INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT REPLACE THE NEED FOR BUYER INSPECTIONS.

For BUYER'S protection, BUYER is urged and advised to contact the local government of the Property location to determine the possibility of any recent uncertified property tax assessments against the Property, as well as the most current registration of sex offenders and predators. Searches of uncertified property tax assessments are only at the express request of the BUYER'S lender. BUYER shall be responsible for conducting BUYER'S own due diligence investigations and shall not rely on representations of SELLER or any broker, agent or title agent involved in the transaction. BUYER is also urged and advised to perform the following inspections, if applicable, prior to purchase. Physical inspections by appraisers, VA, FHA, City inspectors, Health Departments, etc., do not negate the need for private inspections.

Choice	Inspection	Expense	
		BUYER	SELLER
Yes No			
<input type="checkbox"/> <input checked="" type="checkbox"/>	GENERAL HOME _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WATER POTABILITY _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WELL FLOW RATE _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	RADON _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	MOLD _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	OTHER _____ days	<input type="checkbox"/>	<input type="checkbox"/>

(Specify) _____

If any of the qualified inspectors who have performed an inspection recommend further detailed inspections, or additional inspections are required by lender, then BUYER will notify SELLER in writing within three (3) calendar days of the completion of the last inspection and shall have an additional seven (7) calendar days from the date of notification to complete the additional inspections. All inspections are to be performed by the contractor(s) of BUYER'S choice, regardless of which party is paying for the inspections. BUYER is responsible for ordering the inspections. SELLER agrees to provide reasonable access to the Property for any and all inspections.

WAIVER ☐ (Initials) BUYER elects to waive each professional inspection to which BUYER has not indicated "YES."

Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

If BUYER is satisfied with the inspection results and/or does not notify SELLER of any defects within three (3) calendar days of the completion of the last inspection, then any contingency pursuant to this paragraph shall be removed without further action and the BUYER agrees to accept the Property in its present "AS IS" condition. If, in good faith, BUYER is unsatisfied with any of the above inspection(s), then BUYER must so notify SELLER in writing within three (3) calendar days of the completion of the last inspection. BUYER must either indicate (1) acceptance of the Property subject to SELLER'S good faith repair of certain material defects or (2) intention to void the Agreement. If BUYER and SELLER agree to a resolution of the unsatisfactory condition(s), SELLER and BUYER shall draft and sign a written addendum to this Agreement setting forth the terms of that resolution. If a resolution of the unsatisfactory condition(s) cannot be reached within five (5) calendar days of the written notice, then this Agreement shall be null and void, the parties agree to sign a mutual release. Upon receipt of said release, Escrow Agent shall distribute any monies on deposit in accordance with its terms. In the event BUYER does not inspect the Property within ten (10) calendar days of the date of this Agreement, then BUYER waives all rights of inspection, any contingency pursuant to this paragraph shall be removed, and BUYER agrees to accept the Property in its present "AS IS" condition.

The parties may agree IN WRITING to extend the dates for inspections, repairs, or the deadline for exercising their right to terminate the Agreement. SELLER agrees to provide reasonable access to the Property for BUYER to review and approve any

169 conditions corrected by SELLER.
 170
 171 Yes No
 172 ☒ **PESTWOOD DESTROYING INSECTS:** An inspection of all structures on said premises shall be made by a licensed
 173 inspection or exterminating agency of ☐ BUYER'S or ☐ SELLER'S choice at ☐ BUYER'S ☐ SELLER'S expense and such
 174 agency's written report shall be made available to the BUYER before closing. If such report shows existing infestation or damage
 175 by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which
 176 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
 177 period of at least sixty (60) days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE
 178 PAID BY THE ☐ BUYER'S or ☐ SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which
 179 case SELLER shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair and treatment if the cost
 180 exceeds \$500.00
 181
 182 Yes No
 183 ☒ **LEAD BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the Property by a
 184 qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10)
 185 days after formation of a binding AGREEMENT. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more
 186 information.) In the event existing deficiencies or corrections are identified by the inspector in a written report, then BUYER shall
 187 have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the
 188 written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection
 189 and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the
 190 option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If
 191 SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate
 192 from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to
 193 correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the Property in its "AS IS" condition.
 194 BUYER may remove this right of inspection at any time without SELLER'S consent.
 195
 196 BUYER ☒ HAS ☐ (BUYER initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM
 197 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT
 198 HAZARDS."
 199
 200 BUYER ☐ HAS NOT ☐ (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR
 201 FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED
 202 PAINT HAZARDS (disclosure form). This offer is subject to the SELLER completing the disclosure form and BUYER'S
 203 review and approval of the information contained on the disclosure form within _____ days from receipt.
 204
 205
 206 **LOSS HISTORY REPORT:** The parties agree that this Agreement shall be subject to Buyer's review and approval of an
 207 insurance claims loss history report on the Property. Buyer understands and agrees that Buyer shall be solely responsible for
 208 obtaining the report. Within ten (10) days from the date of this Agreement, Buyer shall obtain and review the report and either
 209 (a) remove this contingency in writing and accept the Property in its "AS IS" condition; or (b) terminate this Agreement by
 210 written notice to Seller if the report identifies material defects not previously disclosed in writing to Buyer. If Buyer elects to
 211 terminate this Agreement, then Buyer shall provide a copy of the report to Seller, and both parties agree to sign a mutual
 212 release, whereupon the earnest money will be returned to Buyer. In the event Buyer does not obtain and review a report
 213 within ten (10) calendar days of the date of this Agreement, then Buyer agrees that any contingency pursuant to this
 214 paragraph shall be removed and buyer agrees to accept the Property in its present "AS IS" condition.
 215 **In any event, Buyer agrees that the closing of this transaction shall terminate any further rights to any**
 216 **inspection contingency and Buyer shall be deemed to have accepted the Property in its present "AS IS"**
 217 **condition.**
 218
 219
 220 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's
 221 department pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate
 222 and agrees to inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S
 own inquiry with the local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent.

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. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of Acceptance as herein defined and the date of recording of the deed. BUYER ☐ HAS ☐ BUYER'S initials) received a copy of the Residential Property Disclosure Form signed by SELLER on _____ (date) prior to writing this offer.

BUYER ☒ HAS NOT ☐ BUYER'S initials) received a copy of the Residential Property Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the information contained on the disclosure form within 0 _____ days from receipt. SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from government agencies to inspect or correct any current building code or health violations. If applicable, BUYER and seller shall have three (3) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT may be declared null and void by either party.

WALK THROUGH: The parties agree that Buyer may conduct a walk-through of the Property on or about 2-3 _____ day(s) prior to the date of title transfer. Buyer acknowledges and agrees that the walk through shall be solely for the purpose of verifying that the Property is in the same or similar condition that it was at the time of the execution of the Agreement, absent normal wear and tear. Buyer agrees that no issues may be raised as a result of the walk through that relate to any defect or condition existing as of the date of this Agreement. If there is a material adverse change in Property's condition at the time of the walk through, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either: (1) held in escrow from Seller's proceeds pending correction of the material adverse change; or (2) credited to Buyer through escrow at the time of title transfer.

REPRESENTATIONS AND DISCLAIMERS: BUYER acknowledges that the SELLER has completed the Residential Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or omissions made by the SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER has not relied on any representation by the Broker(s) and/or any agent(s) regarding the use or condition of the Property, square footage, zoning, lot dimensions, homeowners' fees, public and private assessments, utility bills, taxes or special assessments except as listed below (if none, indicate "none"):

None

DAMAGE: If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price prior to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase price, then SELLER shall restore the Property to its prior condition.

BINDING AGREEMENT: For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and addenda, shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This Agreement shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of escrow not inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to be performed by SELLER shall survive delivery and recording of the Deed.

ADDENDA: The additional terms and conditions in the attached addenda ☒ Agency Disclosure Form ☐ Residential Property Disclosure Form ☐ VA ☐ FHA ☒ FHA Home Inspection Notice "For Your Protection" ☐ Condominium Addendum ☐ Walk through ☐ House Sale Contingency Addendum

☐ House Sale Concurrence Addendum ☐ Lead Based Paint Addendum

☐ Other _____ are made part of this Agreement. The terms and conditions of any addenda supersede any conflicting terms of the Agreement.

283
 284 Robert Taylor 8/12/2016 4:40PM EST 254007
 285 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS) aziegler06@yahoo.com
 286
 287 440-653-1327
 288 (BUYER) Date (Telephone) (E-MAIL ADDRESS)
 289
 290 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a ☐ check made payable to either Broker or Escrow Agent serving as
 291 Depository; (OR) ☒ note in for the earnest money, subject to terms of the above offer.
 292 By: Carolyn Dille-Scroggins 8/12/2016 4:19PM EST 9389 Office Keller Williams Greater Cleveland SE Phone: 216-570-5264
 293
 294 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from SELLER'S escrow
 295 funds a commission per listing agreement to listing Broker at
 296 _____ (address) and according to compensation offered in the MLS to
 297 Keller Williams Greater Cleveland SE
 298 (cooperating broker, if any,) at the following address: 32875 Solon Road
 299 as the sole procuring agents in this transaction. Solon 44139
 300
 301
 302
 303 SELLER Date (ADDRESS AND ZIP CODE) (E-Mail ADDRESS)
 304
 305
 306 SELLER Date (TELEPHONE) (E-Mail ADDRESS)
 307
 308
 309
 310
 311 *The following information is provided solely for the Multiple Listing Services' use and will be completed by the Brokers or their*
 312 *agents and is not part of the terms of the Agreement.*
 313
 314 **Multiple Listing Information**
 315
 316 Eileen Baur 254007
 317 (Listing agent name) (Listing agent license #)
 318
 319 BHHS Professional Realty 9389
 320 (Listing broker name) (Listing broker office #)
 321
 322 Carolyn Dille-Scroggins 2007005554
 323 (Selling agent name) (Selling agent license #)
Keller Williams - Greater Cleveland Southeast 9181
 (Selling broker name) (Selling broker office)

ADDENDUM I – AUTHORIZATION OF RICHMOND HEIGHTS CITY COUNCIL


The following provision is part of the foregoing “Offer to Purchase Real Estate and Acceptance” between *Ziegler & Tomlinson LTD* (“BUYER”) and *City of Richmond Heights Land Reutilization Program, aka City of Richmond Heights*, (“SELLER”) for property located at 497 Karl Drive, Richmond Heights, Ohio, with the offer dated *January 12, 2016*.

The following is hereby mutually agreed upon by said BUYER and SELLER:

The acceptance by the Mayor of the City of Richmond Heights of the offer set forth in the foregoing “Offer to Purchase Real Estate and Acceptance” is not final until the Council of the City of Richmond Heights formally authorizes the acceptance at a public meeting of the Council.

BUYER: Ziegler & Tomlinson LTD

SELLER: City of Richmond Heights Land
Reutilization Program, City of
Richmond Heights

By:  

By: _____
David H. Roche, Mayor

Print Name: Adam Ziegler

Date: _____

Title: _____

Date: _____

ADDENDUM II – CORRECTION OF CODE VIOLATIONS

The following provision is part of the foregoing "Offer to Purchase Real Estate and Acceptance" between *Ziegler & Tomlinson LTD* ("BUYER") and *City of Richmond Heights Land Reutilization Program, aka City of Richmond Heights*, ("SELLER") for property located at 497 Karl Drive, Richmond Heights, Ohio ("Property"), with the offer dated *January 12, 2016*.

The following is hereby mutually agreed upon by said BUYER and SELLER:

1. The BUYER shall correct, or cause to be corrected, all violations of the City of Richmond Heights Codified Ordinances related to the Property within twelve (12) months of the recording of the deed transferring the Property to BUYER.
2. In the event BUYER does not complete its obligation in paragraph 1 above, as determined by SELLER'S Building Commissioner in a written notice to BUYER of the remaining Codified Ordinance violations, SELLER may, in its sole discretion, declare the Property to be a "public nuisance" and either make or cause to be made the correction of the violations or demolish the structure on the Property, at SELLER'S sole discretion, and do so at BUYER'S sole cost and expense. BUYER agrees not to contest such determination of the existence of a "public nuisance" or to contest the amount of such costs and expenses. In the event BUYER fails to reimburse SELLER within thirty (30) days of being invoiced by SELLER for the full costs and expenses to SELLER of the correction of the violations or the demolition, including any attorney fees associated therewith, SELLER may place such costs and expenses as a lien on the Property to be collected on the County tax duplicate.
3. BUYER shall not assign the obligation in this Addendum II to any third party without the prior written consent of the Mayor of the City of Richmond Heights.

BUYER: Ziegler & Tomlinson LTD

SELLER: City of Richmond Heights Land
Reutilization Program, City of
Richmond Heights

By:  desktop verified
31/10/16 10:50AM EST
75EC-92HU-43E-AC071

By: _____
David H. Roche, Mayor

Print Name: Adam Ziegler

Date: _____

Title: _____

Date: _____

{01994500 -2}

EXHIBIT B



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1 **BUYER:** The undersigned Zeigler & Tomlinson LTD offers to buy the following
2 described property located at: 790 Kenbridge Drive
3 Richmond Heights, Ohio, (the "Property"). Permanent Parcel No. 662-31-016
4 The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
5 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on
6 the Property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings,
7 screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s)
8 and _____ controls; all permanently attached carpeting. The following items shall also remain: ☐ satellite dish; ☐ range
9 and oven; ☐ microwave; ☐ kitchen refrigerator; ☐ dishwasher; ☐ washer; ☐ dryer; ☐ radiator covers; ☐ window air
10 conditioner; ☐ central air conditioning; ☐ gas grill; ☐ fireplace tools; ☐ screen; ☐ glass doors ☐ fireplace grates;
11 ☐ all existing window treatments; ☐ ceiling fan(s); ☐ wood burner stove inserts; ☐ gas logs; and ☐ water softener,
12
13 **Also included:** This is a cash deal, no contingencies
14
15 **NOT included:** None
16
17
18 **SECONDARY OFFER:** This ☐ is ☒ is not a secondary offer. This secondary offer, if applicable, will become a primary offer
19 upon BUYER'S receipt of a signed copy of the release of the primary offer on or before _____
20 BUYER shall have the right to terminate this secondary offer at any time prior to BUYER'S receipt of said copy of the release
21 of the primary offer by delivering written notice to the SELLER or to SELLER'S agent. BUYER shall deposit earnest money within
22 four (4) days of becoming the primary offer.
23
24 **PRICE:** BUYER shall pay the sum of
25 payable as follows: \$ 50,000.00
26
27 **Earnest Money** paid to Escrow Agent or Broker will be
28 deposited in a non-interest bearing trust account and credited
29 against purchase price: \$ 2,500.00
30 ☐ Check to be made payable to Broker or Escrow Agent
31 and deposited immediately upon the formation of a binding
32 Agreement
33 ☒ Note to be redeemed within four (4) days after formation of
34 a binding Agreement, as defined herein.
35
36 Cash down payment to be deposited in escrow: \$ 47,500.00
37
38 Mortgage loan to be obtained by BUYER: \$ N/A
39 ☐ CONVENTIONAL, ☐ FHA, ☐ VA, ☒ CASH, ☐ OTHER:
40 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage loan within
41 N/A days after Acceptance, as hereinafter defined, and obtaining a written commitment for that loan on
42 or about _____. If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this
43 AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall
44 be returned to the BUYER without any further liability of either party to the other or to Broker and their agents. NOTE: In the event
45 of a dispute between the parties regarding the earnest money, the Escrow Agent or Broker (the "Depository") is required by
46 Ohio law to maintain such funds in its trust account until its receipt of (a) written mutual authorization of both parties specifying
47 disbursement; or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from
48 the date the earnest money was deposited with the Depository, the parties have not provided the Depository with such signed

instructions or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest money to BUYER with no further notice to Seller.

CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow agent on or before 01/26/2016 and title shall be transferred on or about 01/26/2016

POSSESSION: SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after recording of the Deed or at closing, whichever is later. BUYER agrees to transfer utilities commencing on the date of possession.

TITLE: SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such restrictions, conditions, easements (however created) and encroachments as 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 Northern Title Agency

in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any Broker or agents shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

PRORATIONS: Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax duplicate for the calendar year of closing becomes available. If the Property is new construction and recently completed or in the process of completion at the time of the Agreement, then 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 of the funds on reserve once it receives notice from the county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$200.00 from SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), ☐ 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 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other _____ (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. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage; d) an additional commission of \$200 to Keller Williams Greater Cleveland Southeast if Buyer is a client or customer of Keller Williams Greater Southeast; and e) other _____

BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which ☐ will ☒ will not be purchased from _____ at a cost of \$ _____, which shall

be charged to ☐ SELLER ☐ BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty does not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.

☐ SELLER(s) hereby authorizes and instruct escrow agent to send copy of their fully signed Closing Disclosure or HUD 1 Settlement Statement to the Brokers listed on this Agreement promptly after closing

☒ BUYER(s) hereby authorizes the escrow agent to provide a copy of their fully signed Closing Disclosure or HUD 1 Settlement Statement to the Brokers listed on this Agreement promptly after closing

INSPECTIONS: This Agreement shall be subject to the following inspection(s) by a qualified inspector of BUYER'S choice no later than ten (10) calendar days from the date of Acceptance of this Agreement. In conducting BUYER'S due diligence, BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases SELLER

111 and KellerWilliams Realty Greater Cleveland Southeast from any and all liability regarding the selection or retention of inspector(s).
112

113 If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S
114 agent and Broker. BUYER understands that all real property and improvements may contain defects and conditions
115 that are not readily apparent and which may affect a property's use or value. The parties agree that the brokers and
116 agents do not guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges
117 that it is BUYER'S own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or
118 BUYER'S inspectors regarding the condition and systems of the Property. INSPECTIONS REQUIRED BY ANY STATE,
119 COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT REPLACE THE NEED FOR BUYER INSPECTIONS.
120

121 For BUYER'S protection, BUYER is urged and advised to contact the local government of the Property location to determine the
122 possibility of any recent uncertified property tax assessments against the Property, as well as the most current registration of sex
123 offenders and predators. Searches of uncertified property tax assessments are only at the express request of the BUYER'S
124 lender. BUYER shall be responsible for conducting BUYER'S own due diligence investigations and shall not rely on
125 representations of SELLER or any broker, agent or title agent involved in the transaction. BUYER is also urged and advised to
126 perform the following inspections, if applicable, prior to purchase. Physical inspections by appraisers, VA, FHA, City inspectors,
127 Health Departments, etc., do not negate the need for private inspections.
128

Choice	Inspection	Expense	
		BUYER	SELLER
130	Yes No		
131	<input type="checkbox"/> <input checked="" type="checkbox"/> GENERAL HOME _____ days	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/> <input checked="" type="checkbox"/> SEPTIC SYSTEM _____ days	<input type="checkbox"/>	<input type="checkbox"/>
133	<input type="checkbox"/> <input checked="" type="checkbox"/> WATER POTABILITY _____ days	<input type="checkbox"/>	<input type="checkbox"/>
134	<input type="checkbox"/> <input checked="" type="checkbox"/> WELL FLOW RATE _____ days	<input type="checkbox"/>	<input type="checkbox"/>
135	<input type="checkbox"/> <input checked="" type="checkbox"/> RADON _____ days	<input type="checkbox"/>	<input type="checkbox"/>
136	<input type="checkbox"/> <input checked="" type="checkbox"/> MOLD _____ days	<input type="checkbox"/>	<input type="checkbox"/>
137	<input type="checkbox"/> <input checked="" type="checkbox"/> OTHER _____ days	<input type="checkbox"/>	<input type="checkbox"/>

138 (Specify) _____
139



140 If any of the qualified inspectors who have performed an inspection recommend further detailed inspections, or additional
141 inspections are required by lender, then BUYER will notify SELLER in writing within three (3) calendar days of the completion
142 of the last inspection and shall have an additional seven (7) calendar days from the date of notification to complete the
143 additional inspections. All inspections are to be performed by the contractor(s) of BUYER'S choice, regardless of which
144 party is paying for the inspections. BUYER is responsible for ordering the inspections. SELLER agrees to provide
145 reasonable access to the Property for any and all inspections.
146

147 WAIVER ☐ (initials) BUYER elects to waive each professional inspection to which BUYER has not
148 indicated "YES".
149

150 Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such inspection and shall be
151 deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.
152

153 If BUYER is satisfied with the inspection results and/or does not notify SELLER of any defects within three (3) calendar days of
154 the completion of the last inspection, then any contingency pursuant to this paragraph shall be removed without further
155 action and the BUYER agrees to accept the Property in its present "AS IS" condition. If, in good faith, BUYER is unsatisfied
156 with any of the above inspection(s), then BUYER must so notify SELLER in writing within three (3) calendar days of the
157 completion of the last inspection. BUYER must either indicate (1) acceptance of the Property subject to SELLER'S good faith
158 repair of certain material defects or (2) intention to void the Agreement. If BUYER and SELLER agree to a resolution of the
159 unsatisfactory condition(s), SELLER and BUYER shall draft and sign a written addendum to this Agreement setting forth the
160 terms of that resolution. If a resolution of the unsatisfactory condition(s) cannot be reached within five (5) calendar days of the
161 written notice, then this Agreement shall be null and void, the parties agree to sign a mutual release. Upon receipt of said
162 release, Escrow Agent shall distribute any monies on deposit in accordance with its terms. In the event BUYER does not
163 inspect the Property within ten (10) calendar days of the date of this Agreement, then BUYER waives all rights
164 of inspection, any contingency pursuant to this paragraph shall be removed, and BUYER agrees to accept the
165 Property in its present "AS IS" condition.
166

167 The parties may agree IN WRITING to extend the dates for inspections, repairs, or the deadline for exercising their right to
168 terminate the Agreement. SELLER agrees to provide reasonable access to the Property for BUYER to review and approve any

169 conditions corrected by SELLER.
 170
 171 Yes No
 172 ☐ ☒ **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on said premises shall be made by a licensed
 173 inspection or exterminating agency of ☐ BUYER'S or ☐ SELLER'S choice at ☐ BUYER'S ☐ SELLER'S expense and such
 174 agency's written report shall be made available to the BUYER before closing. If such report shows existing infestation or damage
 175 by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which
 176 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
 177 period of at least sixty (60) days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE
 178 PAID BY THE ☐ BUYER'S or ☐ SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which
 179 case SELLER shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair and treatment if the cost
 180 exceeds \$500.00
 181
 182 Yes No
 183 ☐ ☒ **LEAD BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the Property by a
 184 qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10)
 185 days after formation of a binding AGREEMENT. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more
 186 information.) In the event existing deficiencies or corrections are identified by the inspector in a written report, then BUYER shall
 187 have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the
 188 written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection
 189 and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the
 190 option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If
 191 SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate
 192 from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to
 193 correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the Property in its "AS IS" condition.
 194 BUYER may remove this right of inspection at any time without SELLER'S consent.
 195
 196 BUYER ☒ HAS  (BUYER initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM
 197 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT
 198 HAZARDS."
 199
 200 BUYER ☐ HAS NOT  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR
 201 FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED
 202 PAINT HAZARDS (disclosure form). This offer is subject to the SELLER completing the disclosure form and BUYER'S
 203 review and approval of the information contained on the disclosure form within _____ days from receipt.
 204
 205
 206 **LOSS HISTORY REPORT:** The parties agree that this Agreement shall be subject to Buyer's review and approval of an
 207 insurance claims loss history report on the Property. Buyer understands and agrees that Buyer shall be solely responsible for
 208 obtaining the report. Within ten (10) days from the date of this Agreement, Buyer shall obtain and review the report and either
 209 (a) remove this contingency in writing and accept the Property in its "AS IS" condition; or (b) terminate this Agreement by
 210 written notice to Seller if the report identifies material defects not previously disclosed in writing to Buyer. If Buyer elects to
 211 terminate this Agreement, then Buyer shall provide a copy of the report to Seller, and both parties agree to sign a mutual
 212 release, whereupon the earnest money will be returned to Buyer. In the event Buyer does not obtain and review a report
 213 within ten (10) calendar days of the date of this Agreement, then Buyer agrees that any contingency pursuant to this
 214 paragraph shall be removed and buyer agrees to accept the Property in its present "AS IS" condition.
 215 **In any event, Buyer agrees that the closing of this transaction shall terminate any further rights to any**
 216 **inspection contingency and Buyer shall be deemed to have accepted the Property in its present "AS IS"**
 217 **condition.**
 218
 219
 220 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's
 221 department pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate
 222 and agrees to inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S
 own inquiry with the local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent.

223 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "AS
 224 IS" PRESENT PHYSICAL CONDITION, including any defects disclosed by the SELLER on the State of Ohio Residential
 225 Property Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the
 226 date of Acceptance as herein defined and the date of recording of the deed. BUYER ☐ HAS ☐ BUYER'S initials)
 227 received a copy of the Residential Property Disclosure Form signed by SELLER on _____ (date) prior to
 228 writing this offer.
 229 BUYER ☒ HAS NOT ☐ BUYER'S initials) received a copy of the Residential Property Disclosure Form. This offer is
 230 subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the information
 231 contained on the disclosure form within 0 _____ days from receipt. SELLER shall pay all costs for the repair of any gas line leak
 232 found between the street and foundation at the time of transfer utilities. SELLER agrees to comply with any and all local
 233 governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from
 234 government agencies to inspect or correct any current building code or health violations. If applicable, BUYER and seller shall have
 235 three (3) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any
 236 building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT may be declared
 237 null and void by either party.
 238 **WALK THROUGH:** The parties agree that Buyer may conduct a walk-through of the Property on or about 2-3 _____ day(s) prior to
 239 the date of title transfer. Buyer acknowledges and agrees that the walk through shall be solely for the purpose of verifying
 240 that the Property is in the same or similar condition that it was at the time of the execution of the Agreement, absent
 241 normal wear and tear. Buyer agrees that no issues may be raised as a result of the walk through that relate to any defect
 242 or condition existing as of the date of this Agreement. If there is a material adverse change in Property's condition at the time of the
 243 walk through, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually
 244 agree in writing upon an amount to be either: (1) held in escrow from Seller's proceeds pending correction of the material
 245 adverse change; or (2) credited to Buyer through escrow at the time of title transfer.
 246 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER has completed the Residential Property
 247 Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or omissions
 248 made by the SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to
 249 verify or investigate the information provided by the SELLER on that form. BUYER has not relied on any representation by the
 250 Broker(s) and/or any agent(s) regarding the use or condition of the Property, square footage, zoning, lot dimensions,
 251 homeowners' fees, public and private assessments, utility bills, taxes or special assessments except as listed below (if none,
 252 indicate "none").
 253 None
 254 _____
 255 _____
 256 _____
 257 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price
 258 prior to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or
 259 terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the
 260 purchase price, then SELLER shall restore the Property to its prior condition.
 261 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur
 262 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice
 263 of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and addenda,
 264 shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This
 265 Agreement shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agent's
 266 standard conditions of escrow not inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to
 267 be performed by SELLER shall survive delivery and recording of the Deed.
 268 **ADDENDA:** The additional terms and conditions in the attached addenda ☒ Agency Disclosure Form ☐ Residential
 269 Property Disclosure Form ☐ VA ☐ FHA ☒ FHA Home Inspection Notice "For Your Protection"
 270 ☐ Condominium Addendum ☐ Walk through ☐ House Sale Contingency Addendum
 271 ☐ House Sale Concurrency Addendum ☐ Lead Based Paint Addendum
 272 ☐ Other _____ are made part of this Agreement. The terms and conditions of any addenda supersede
 273 any conflicting terms of the Agreement.
 274
 275
 276
 277
 278
 279
 280
 281
 282

283
 284 Office Signer 0015302 1011001
 07/17/2010 4:10PM EST
 2020.6.702.10403.6455 aziegler06@yahoo.com
 285 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)
 286
 287 440-653-1327
 288 (BUYER) Date (Telephone) (E-MAIL ADDRESS)
 289

290 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a ☐ check made payable to either Broker or Escrow Agent serving as
 291 Depository; (OR) ☒ note in for the earnest money, subject to terms of the above offer.

292 By: Office Keller Williams Greater Cleveland SE Phone: 216-570-5264
 293

294 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from SELLER'S escrow
 295 funds a commission per listing agreement to listing Broker at

296 (address) and according to compensation offered in the MLS to

297 Keller Williams Greater Cleveland SE

298 (cooperating broker, if any,) at the following address: 32875 Solon Road

299 as the sole procuring agents in this transaction. Solon 44139
 300

301
 302
 303 SELLER Date (ADDRESS AND ZIP CODE) (E-Mail ADDRESS)
 304

305
 306 SELLER Date (TELEPHONE) (E-Mail ADDRESS)
 307
 308
 309
 310

311 *The following information is provided solely for the Multiple Listing Services' use and will be completed by the Brokers or their*
 312 *agents and is not part of the terms of the Agreement.*
 313

314 **Multiple Listing Information**

315
 316 Eileen Baur 254007
 317 (Listing agent name) (Listing agent license #)

318
 319 BHHS Professional Realty 9389
 320 (Listing broker name) (Listing broker office #)

321
 322 Carolyn Dille-Scroggins 2007005554
 323 (Selling agent name) (Selling agent license #)

Keller Williams - Greater Cleveland Southeast 9181
 (Selling broker name) (Selling broker office)

ADDENDUM I – AUTHORIZATION OF RICHMOND HEIGHTS CITY COUNCIL

The following provision is part of the foregoing “Offer to Purchase Real Estate and Acceptance” between *Ziegler & Tomlinson LTD* (“BUYER”) and *City of Richmond Heights Land Reutilization Program, aka City of Richmond Heights*, (“SELLER”) for property located at 790 Kenbridge Drive, Richmond Heights, Ohio, with the offer dated *January 12, 2016*.

The following is hereby mutually agreed upon by said BUYER and SELLER:

The acceptance by the Mayor of the City of Richmond Heights of the offer set forth in the foregoing “Offer to Purchase Real Estate and Acceptance” is not final until the Council of the City of Richmond Heights formally authorizes the acceptance at a public meeting of the Council.

BUYER: Ziegler & Tomlinson LTD

SELLER: City of Richmond Heights Land
Reutilization Program, City of
Richmond Heights

By:  

By: _____
David H. Roche, Mayor

Print Name: Adam Ziegler

Date: _____

Title: _____

Date: _____

ADDENDUM II – CORRECTION OF CODE VIOLATIONS

The following provision is part of the foregoing “Offer to Purchase Real Estate and Acceptance” between *Ziegler & Tomlinson LTD* (“BUYER”) and *City of Richmond Heights Land Reutilization Program, aka City of Richmond Heights*, (“SELLER”) for property located at 790 Kenbridge Drive, Richmond Heights, Ohio (“Property”), with the offer dated *January 12, 2016*.

The following is hereby mutually agreed upon by said BUYER and SELLER:

1. The BUYER acknowledges that it is required to obtain an occupancy permit from the SELLER prior to any person using the house on the Property as a habitable structure and BUYER agrees that it shall apply for an occupancy permit from the SELLER within nine (9) months of the recording of the deed transferring the Property to BUYER, shall correct, or cause to be corrected, all violations of the City of Richmond Heights Codified Ordinances related to the Property as a result of the inspection of the Property necessitated by the application for an occupancy permit, and complete said correction of violations, if any, within three (3) months of said inspection.
2. In the event BUYER does not complete its obligation in paragraph 1 above, as determined by SELLER’S Building Commissioner in a written notice to BUYER of the remaining Codified Ordinance violations, SELLER may, in its sole discretion, declare the Property to be a “public nuisance” and either make or cause to be made the correction of the violations or demolish the structure on the Property, at SELLER’S sole discretion, and do so at BUYER’S sole cost and expense. BUYER agrees not to contest such determination of the existence of a “public nuisance” or to contest the amount of such costs and expenses. In the event BUYER fails to reimburse SELLER within thirty (30) days of being invoiced by SELLER for the full costs and expenses to SELLER of the correction of the violations or the demolition, including any attorney fees associated therewith, SELLER may place such costs and expenses as a lien on the Property to be collected on the County tax duplicate.

3. BUYER shall not assign the obligation in this Addendum II to any third party without the prior written consent of the Mayor of the City of Richmond Heights.

BUYER: Ziegler & Tomlinson LTD

SELLER: City of Richmond Heights Land
Reutilization Program, City of
Richmond Heights

By: _____

By: _____
David H. Roche, Mayor

Print Name: _____

Date: _____

Title: _____

Date: _____