

RESOLUTION NO.: 36 -2010  
INTRODUCED BY: Alexander

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF  
FINANCE TO ENTER INTO A PURCHASE AGREEMENT FOR  
PROPERTY AT 523 HARRIS ROAD.

WHEREAS, pursuant to the City's participation in the federal Neighborhood Stabilization Program, the City administration has recommended acquisition of a home at 523 Harris Road 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 523 Harris Road (PP #662-06-023) in the City of Richmond Heights for a purchase price not to exceed \$80,000.00 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 \$80,000.00 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 \_\_\_\_\_ 523 Harris Rd. \_\_\_\_\_

3 City \_\_\_\_\_ Richmond Heights \_\_\_\_\_, Ohio, Zip \_\_\_\_\_ 44143 \_\_\_\_\_ Permanent Parcel No(s) \_\_\_\_\_ 662-06-023 \_\_\_\_\_

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

27 **PRICE:** BUYER shall pay the sum of \_\_\_\_\_ \$ 80,000.00 *See 6/4/10*  
~~75,000.00~~

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 \_\_\_\_\_ \$ \_\_\_\_\_ 1,000.00

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 \_\_\_\_\_ \$ 79,000.00 *See 6/4/10*  
~~74,000.00~~

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 HUD NSP

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  
45 efforts, a loan commitment has not been obtained, then this Agreement shall be null and void. Upon signing of a mutual  
46 release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of

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

49 **CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S  
50 lending institution or a title company on or before 7/7/10, and the deed shall be recorded  
51 on or about 7/9/10, except that if a defect in title appears, SELLER shall have thirty  
52 (30) days after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title  
53 subject to such defect without any reduction in the purchase price or (2) terminate this Agreement, in which case  
54 neither BUYER, SELLER nor any REALTOR(S)<sup>®</sup> shall have any further liability to each other, and both BUYER and  
55 SELLER agree to sign a mutual release, whereupon the earnest money shall be returned to BUYER.

56 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5 (time) ☐ a.m. ☒ p.m.  
57 0 day(s) after recording of the deed or 7/9/10, whichever is later. Subject to BUYER'S rights, if any,  
58 the premises may be occupied by the SELLER free for ( 0 ) days and an additional \_\_\_\_\_  
59 ( 0 ) days at a rate of \$ \_\_\_\_\_ per day provided, however, that under no circumstances shall SELLER occupy  
60 premises beyond 7/9/10 (date). Payment and collection of fees for use and occupancy after transfer  
61 of title are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

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

69 **LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor  
70 does the existence of a warranty preclude the advisability of professional inspection(s). BUYER ☐ does elect ☒ does not  
71 elect (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc.  
72 The cost of \$ 0.00 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:

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

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

95 **SELLER shall pay the following costs through escrow:** a) any governmental conveyance fee or transfer tax; b) any  
96 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation  
97 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara-  
98 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 301-305  
99 below; and g) one- half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in  
100 which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title  
101 transfer or date of possession, whichever is later. The escrow agent shall withhold \$ 150.00 from the  
102 proceeds due SELLER for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be  
103 credited in escrow to the BUYER.

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SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE

Form # 056-2

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BUYER shall pay the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA regulations); 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, and d) a fee of \$225.00 to Howard Hanna for brokerage services rendered to the BUYER. BUYER shall secure new insurance on the property.

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

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

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

**INSPECTIONS:** BUYER shall have professional inspectors perform, at BUYER'S expense, the inspection(s) indicated below. A professional is a person engaged full-time for profit in the business directly related to the inspection service indicated. BUYER must indicate "yes" for each professional inspection desired and the number of days following the date of Acceptance that BUYER has to conduct each inspection elected. BUYER assumes sole responsibility to select and retain a professional inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). 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. BUYER and SELLER agree that the Broker(s) and their 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 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.**

**WAIVER:** (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated "YES." Any failure by BUYER to perform, within the time specified, 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.

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

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

☐ ☒ OTHER ----- days from acceptance of AGREEMENT ☐ ☐

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

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

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

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

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

163 Yes No

164 ☐ ☒ **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the property shall be made within  
165 \_\_\_\_\_ days by a licensed inspection or exterminating agency of ☐ BUYER'S or ☐ SELLER'S choice at  
166 ☐ BUYER'S ☐ SELLER'S expense and such agency's written report made available to the BUYER before closing. If such  
167 report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition  
168 shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one  
169 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  
170 insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE ☐ BUYER OR ☐ SELLER (unless FHA/VA  
171 regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay such costs  
172 and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that event,  
173 SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

174 Yes No

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

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

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

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

200 **MEGAN'S LAW:** SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's  
201 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the  
202 responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on  
203 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  
204 any real estate agent involved in the transaction to determine if a sex offender resides in the area of the property.

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

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BUYERS' INITIALS AND DATE

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213 unless otherwise disclosed on this AGREEMENT or on the *Residential Property Disclosure Form*. BUYERS must initial  
214 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 Form*.  
218 This offer is subject to the SELLER completing the *Residential Property Disclosure Form* and BUYER'S review and  
219 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, public  
225 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 seven ( 7 ) 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 purchase  
250 price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this  
251 transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that event, SELLER  
252 and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on  
253 deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior  
254 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 to  
258 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 and  
261 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

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

**ADDITIONAL TERMS:** This offer to purchase is contingent upon the Council of the City of Richmond Heights, Ohio authorizing this Agreement on or before June 9, 2010, and the Signature of the Mayor of Richmond Heights.

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

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

City of Richmond Heights, Ohio

**BUYER:** Lynda S. Rossiter Address: 26789 Highland Road  
Print name: Lynda S. Rossiter Richmond Heights OH ZIP: 44143-2707  
Director of Finance

**BUYER:** Daniel J. Ursu Phone: 216 486 2474 Email: \_\_\_\_\_  
Print name: Daniel J. Ursu, Mayor Date: 6/4/10

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

**HOWARD HANNA REAL ESTATE SERVICES:**

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

**ACCEPTANCE:** SELLER accepts the above offer and, by irrevocable assignment of escrow funds, hereby instructs the Escrow Agent to pay from SELLER'S escrow funds a brokerage commission of 2.5 % of the sales price and, if the property is listed by Howard Hanna, \$225 to Howard Hanna Real Estate Services, 800 W. St. Clair Ave., 5th Floor, Cleveland, Ohio 44113-1266 as the sole procuring agent in this transaction and \_\_\_\_\_ % of the purchase price to Broker  
Address \_\_\_\_\_

**SELLER:** \_\_\_\_\_ Address: \_\_\_\_\_  
Print name: \_\_\_\_\_ ZIP: \_\_\_\_\_

**SELLER:** \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Print name: \_\_\_\_\_ Date: \_\_\_\_\_

**COUNTER OFFER TERMS:**

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

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SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE

Form # 056-6

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