

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. 662-06-102

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 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:

26 \$ 50,000.00

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:
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:
37 \$ 2,500.00

38 **Mortgage loan** to be obtained by BUYER:
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

49 instructions or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest
50 money to BUYER with no further notice to Seller.
51

52 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending
53 institution or escrow agent on or before 01/26/2016 and title shall be transferred on or about 01/26/2016
54

55 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after
56 recording of the Deed or at closing, whichever is later. BUYER agrees to transfer utilities commencing
57 on the date of possession.
58

59 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with
60 release of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such
61 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of
62 the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and payable.
63 SELLER shall furnish an Owner's Fee Policy of Title Insurance from Northern Title Agency
64 in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. SELLER
65 shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept title subject to
66 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER,
67 SELLER nor any Broker or agents shall have any further liability to each other, and both BUYER and SELLER agree to sign
68 a mutual release, whereupon the Broker shall return the earnest money to BUYER.
69

70 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and
71 assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date
72 of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties
73 are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate
74 may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax
75 duplicate for the calendar year of closing becomes available. If the Property is new construction and recently completed or in the
76 process of completion at the time of the Agreement, then the escrow agent is instructed to make a good faith estimate of the
77 taxes to be owed on the value of the improved Property to the date of title transfer and reserve sufficient funds in escrow from
78 SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed
79 to release the balance of the funds on reserve once it receives notice from the county auditor that the taxes on the land and
80 improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold
81 \$200.00 from SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to either
82 pay said charges or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the Property
83 shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), BUYER SELLER agrees to pay the amount
84 of such recoupment.
85

86 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow Agent's
87 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through
88 escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
89 BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due
90 BUYER; e) Broker's commissions; f) one-half of the escrow, and g) other _____
91 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee).
92 SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. Tenant security
93 deposits, if any, shall be credited in escrow to the BUYER.
94

95 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b)
96 one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any
97 mortgage; d) an additional commission of \$200 to Keller Williams Greater Cleveland Southeast if Buyer is a client or customer of
98 Keller Williams Greater Southeast; and e) other _____
99 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which
100 will will not be purchased from _____ at a cost of \$ _____, which shall
101 be charged to SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home
102 warranty does not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.
103 SELLER(s) hereby authorizes and instruct escrow agent to send copy of their fully signed Closing Disclosure or HUD 1
104 Settlement Statement to the Brokers listed on this Agreement promptly after closing
105 BUYER(s) hereby authorizes the escrow agent to provide a copy of their fully signed Closing Disclosure or HUD 1
106 Settlement Statement to the Brokers listed on this Agreement promptly after closing
107 **INSPECTIONS:** This Agreement shall be subject to the following inspection(s) by a qualified inspector of BUYER'S choice no
108 later than ten (10) calendar days from the date of Acceptance of this Agreement. In conducting BUYER'S due diligence,
109 BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases SELLER
110

111 and Keller Williams Realty Greater Cleveland Southeast from any and all liability regarding the selection or retention of 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. 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.

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

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.

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

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.

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.

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 BUYERS 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 **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) received a copy of the Residential Property Disclosure Form signed by SELLER on _____ (date) prior to
227 writing this offer.

228 BUYER HAS NOT (BUYER'S initials) received a copy of the Residential Property Disclosure Form. This offer is
229 subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the information
230 contained on the disclosure form within 9 _____ days from receipt. SELLER shall pay all costs for the repair of any gas line leak
231 found between the street and foundation at the time of transfer utilities. SELLER agrees to comply with any and all local
232 governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from
233 government agencies to inspect or correct any current building code or health violations. If applicable, BUYER and seller shall have
234 three _____ 13 _____ days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any
235 building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT may be declared
236 null and void by either party.

237 **WALK THROUGH:** The parties agree that Buyer may conduct a walk-through of the Property on or about 2-3 _____ day(s) prior to
238 the date of title transfer. Buyer acknowledges and agrees that the walk through shall be solely for the purpose of verifying
239 that the Property is in the same or similar condition that it was at the time of the execution of the Agreement, absent
240 normal wear and tear. Buyer agrees that no issues may be raised as a result of the walk through that relate to any defect
241 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
242 walk through, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually
243 agree in writing upon an amount to be either: (1) held in escrow from Seller's proceeds pending correction of the material
244 adverse change; or (2) credited to Buyer through escrow at the time of title transfer.

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

253
254
255
256 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price
257 prior to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or
258 terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the
259 purchase price, then SELLER shall restore the Property to its prior condition.

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

267 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential
268 Property Disclosure Form VA FHA FHA Home Inspection Notice "For Your Protection"
269 Condominium Addendum Walk through House Sale Contingency Addendum
270
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

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

By: 

Print Name: Adam Ziegler

Title: _____

Date: _____

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

By: _____
David H. Roche, Mayor

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: 

diskoga verifid
31/1/16 10:50AM EST
758E-5CHU-452-A097

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 799 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 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

111 and Keller Williams 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

129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 559 560 561 562 563 564 565 566 567 568 569 569 570 571 572 573 574 575 576 577 578 579 579 580 581 582 583 584 585 586 587 588 589 589 590 591 592 593 594 595 596 597 598 599 599 600 601 602 603 604 605 606 607 608 609 609 610 611 612 613 614 615 616 617 618 619 619 620 621 622 623 624 625 626 627 628 629 629 630 631 632 633 634 635 636 637 638 639 639 640 641 642 643 644 645 646 647 648 649 649 650 651 652 653 654 655 656 657 658 659 659 660 661 662 663 664 665 666 667 668 669 669 670 671 672 673 674 675 676 677 678 679 679 680 681 682 683 684 685 686 687 688 689 689 690 691 692 693 694 695 696 697 698 699 699 700 701 702 703 704 705 706 707 708 709 709 710 711 712 713 714 715 716 717 718 719 719 720 721 722 723 724 725 726 727 728 729 729 730 731 732 733 734 735 736 737 738 739 739 740 741 742 743 744 745 746 747 748 749 749 750 751 752 753 754 755 756 757 758 759 759 760 761 762 763 764 765 766 767 768 769 769 770 771 772 773 774 775 776 777 778 779 779 780 781 782 783 784 785 786 787 788 789 789 790 791 792 793 794 795 796 797 798 799 799 800 801 802 803 804 805 806 807 808 809 809 810 811 812 813 814 815 816 817 818 819 819 820 821 822 823 824 825 826 827 828 829 829 830 831 832 833 834 835 836 837 838 839 839 840 841 842 843 844 845 846 847 848 849 849 850 851 852 853 854 855 856 857 858 859 859 860 861 862 863 864 865 866 867 868 869 869 870 871 872 873 874 875 876 877 878 879 879 880 881 882 883 884 885 886 887 888 889 889 890 891 892 893 894 895 896 897 898 899 899 900 901 902 903 904 905 906 907 908 909 909 910 911 912 913 914 915 916 917 918 919 919 920 921 922 923 924 925 926 927 928 929 929 930 931 932 933 934 935 936 937 938 939 939 940 941 942 943 944 945 946 947 948 949 949 950 951 952 953 954 955 956 957 958 959 959 960 961 962 963 964 965 966 967 968 969 969 970 971 972 973 974 975 976 977 978 979 979 980 981 982 983 984 985 986 987 988 989 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1098 1099 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1198 1199 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1298 1299 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1368 1369 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1389 1390 1391 1392 1393 1394 1395 1396 1397 1398 1398 1399 1399 1400 1401 1402 1403 1404 1405 1406 1407 1408 1409 1409 1410 1411 1412 1413 1414 1415 1416 1417 1418 1419 1419 1420 1421 1422 1423 1424 1425 1426 1427 1428 1429 1429 1430 1431 1432 1433 1434 1435 1436 1437 1438 1439 1439 1440 1441 1442 1443 1444 1445 1446 1447 1448 1449 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459 1459 1460 1461 1462 1463 1464 1465 1466 1467 1468 1469 1469 1470 1471 1472 1473 1474 1475 1476 1477 1478 1479 1479 1480 1481 1482 1483 1484 1485 1486 1487 1488 1489 1489 1490 1491 1492 1493 1494 1495 1496 1497 1498 1498 1499 1499 1500 1501 1502 1503 1504 1505 1506 1507 1508 1509 1509 1510 1511 1512 1513 1514 1515 1516 1517 1518 1519 1519 1520 1521 1522 1523 1524 1525 1526 1527 1528 1529 1529 1530 1531 1532 1533 1534 1535 1536 1537 1538 1539 1539 1540 1541 1542 1543 1544 1545 1546 1547 1548 1549 1549 1550 1551 1552 1553 1554 1555 1556 1557 1558 1559 1559 1560 1561 1562 1563 1564 1565 1566 1567 1568 1569 1569 1570 1571 1572 1573 1574 1575 1576 1577 1578 1579 1579 1580 1581 1582 1583 1584 1585 1586 1587 1588 1589 1589 1590 1591 1592 1593 1594 1595 1596 1597 1598 1598 1599 1599 1600 1601 1602 1603 1604 1605 1606 1607 1608 1609 1609 1610 1611 1612 1613 1614 1615 1616 1617 1618 1619 1619 1620 1621 1622 1623 1624 1625 1626 1627 1628 1629 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1639 1640 1641 1642 1643 1644 1645 1646 1647 1648 1649 1649 1650 1651 1652 1653 1654 1655 1656 1657 1658 1659 1659 1660 1661 1662 1663 1664 1665 1666 1667 1668 1669 1669 1670 1671 1672 1673 1674 1675 1676 1677 1678 1679 1679 1680 1681 1682 1683 1684 1685 1686 1687 1688 1689 1689 1690 1691 1692 1693 1694 1695 1696 1697 1698 1698 1699 1699 1700 1701 1702 1703 1704 1705 1706 1707 1708 1709 1709 1710 1711 1712 1713 1714 1715 1716 1717 1718 1719 1719 1720 1721 1722 1723 1724 1725 1726 1727 1728 1729 1729 1730 1731 1732 1733 1734 1735 1736 1737 1738 1739 1739 1740 1741 1742 1743 1744 1745 1746 1747 1748 1749 1749 1750 1751 1752 1753 1754 1755 1756 1757 1758 1759 1759 1760 1761 1762 1763 1764 1765 1766 1767 1768 1769 1769 1770 1771 1772 1773 1774 1775 1776 1777 1778 1779 1779 1780 1781 1782 1783 1784 1785 1786 1787 1788 1789 1789 1790 1791 1792 1793 1794 1795 1796 1797 1798 1798 1799 1799 1800 1801 1802 1803 1804 1805 1806 1807 1808 1809 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1819 1819 1820 1821 1822 1823 1824 1825 1826 1827 1828 1829 1829 1830 1831 1832 1833 1834 1835 1836 1837 1838 1839 1839 1840 1841 1842 1843 1844 1845 1846 1847 1848 1849 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1898 1899 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1939 1940 1941 1942 1943 1944 1945

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 BUYERS or SELLER (unless FHAVA 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 **IST 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 _____ 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 _____ 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

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

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

266 **ADENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential
267 Property Disclosure Form VA FHA FHA Home Inspection Notice "For Your Protection"
268 Condominium Addendum Walk through House Sale Contingency Addendum

269

270 House Sale Concurrency Addendum Lead Based Paint Addendum

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

273

274

275

276

277

278

279

280

281

282

283
284 *Alice Ziegler* 000000000000
285 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS) aziegler06@yahoo.com
286
287 440-651-1327
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 Bu: _____ 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*.

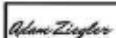
The following is hereby mutually agreed upon by said BUYER and SELLER:

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:



desktop verified
01/19/16 10:52AM EST
M8H1NGA/YNQ9-AZUB

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

By: _____

Print Name: _____

Title: _____

Date: _____

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

By: _____
David H. Roche, Mayor

Date: _____