

# COUNCIL CHAMBER

City of Berea, Ohio

Ordinance No. 2013-35

By Margarette S. Key Sponsored By Mayor Cyril M. Kleem

## AN ORDINANCE

### AUTHORIZING, RATIFYING AND AFFIRMING THE MAYOR ENTERING INTO A REAL ESTATE PURCHASE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS PERMANENT PARCEL 361-17-041 AND LOCATED AT 747 LONGFELLOW DRIVE AND APPROPRIATING FUNDS THEREFOR.

**WHEREAS**, it is necessary and in the best interests of the city for the City to acquire the parcel of real estate at 747 Longfellow Drive to facilitate a grant that was awarded to the City of Berea by the Cuyahoga County Department of Development to utilize Federal Neighborhood Stabilization Program funds to redevelop property within Census Tract 1341; and

**WHEREAS**, the real property located at 747 Longfellow Drive and identified as permanent parcel 361-17-041 was sold at a Sheriff's Sale in 2012 and is now owned by a bank who wishes to sell this property; and

**WHEREAS**, the City of Berea feels that the real property at 747 Longfellow is the best opportunity to implement the terms of the grant.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Berea, State of Ohio;

**SECTION 1.** That the Mayor is hereby authorized to enter into a real estate purchasing agreement for the purchase of the real property identified as permanent parcel 361-17-041 in substantially the form of agreement attached here to as Exhibit "A" and incorporated herein by reference, and the same is hereby ratified and affirmed.

**SECTION 2.** That the funds necessary to carry out the execution and performance on said purchase agreement are hereby set aside and appropriated from the General Capital Improvement account, bearing Fund #400 for accounting purposes, and the Director of Finance, after approval by the Board of Control, is hereby authorized and directed to pay out such sums for the same.

**SECTION 3.** That the various Directors and City Administrators are hereby authorized to take such further actions as necessary and appropriate to effectuate the purposes stated herein.

**SECTION 4.** That 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 of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

# COUNCIL CHAMBER

City of Berea, Ohio

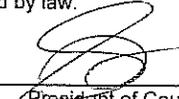
ORDINANCE No. 2013-35

By Key Sponsored By Mayor Cyril M. Kiser

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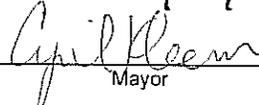
**SECTION 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, or providing for the usual daily operation of a municipal department, and for the further reason for the further reason that it is immediately necessary to comply with the terms and time limits of the grant established by the Cuyahoga County Department of Development. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: March 18, 2013

  
\_\_\_\_\_  
President of Council

ATTEST: [Signature]  
Clerk of Council

APPROVED: March 18, 2013

  
\_\_\_\_\_  
Mayor

Approved as to Form:

  
\_\_\_\_\_  
Director of Law



PURCHASE AGREEMENT  
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER** The undersigned City of Berea or Assigns, Rebecca Corrigan offers to buy the  
2 **PROPERTY** located at 747 Longfellow  
3 City Berea, Ohio, Zip 44017  
4 Permanent Parcel No. 36117041, and further described as being:

5 single Family Home

6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all  
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are  
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,  
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and  
10 control unit, smoke detectors, garage door opener(s) and \_\_\_\_\_ controls; all permanently attached carpeting.  
11 The following items shall also remain:  satellite dish;  range and oven;  microwave;  kitchen refrigerator;  
12  dishwasher;  washer;  dryer;  radiator covers;  window air conditioner;  central air conditioning;  gas  
13 grill;  fireplace tools;  screen;  glass doors and  grate;  all existing window treatments;  ceiling fan(s);   
14 wood burner stove inserts;  gas logs; and  water softener. Also included: \_\_\_\_\_

15 any and all fixture attached to Property

16 NOT included: \_\_\_\_\_

17 N/A

18 **SECONDARY OFFER** This  is  is not a secondary offer. This secondary offer, if applicable, will become a  
19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before \_\_\_\_\_  
20 \_\_\_\_\_ (date). BUYER shall have the right to terminate this secondary offer at any time prior to BUYER's receipt  
21 of said copy of the release of the primary offer by delivering written notice to the SELLER or the SELLER's agent.  
22 BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

23 **PRICE** BUYER shall pay the sum of \$ 53,000.00

24 Payable as follows:

25 Earnest money paid to Broker will be deposited in a  
26 non-interest bearing trust account and credited against  
27 purchase price.

28  Check to be deposited immediately upon the formation  
29 of a binding AGREEMENT, as defined below on lines  
30 231-238.

31  Note to be redeemed within 4 days after formation \$ \_\_\_\_\_  
32 of a binding AGREEMENT, as defined below on lines  
33 231-238.

34 Cash to be deposited in escrow \$ \_\_\_\_\_

35 Mortgage loan to be obtained by BUYER \$ \_\_\_\_\_

36  CONVENTIONAL,  FHA,  VA,  OTHER By Grant Money. Contingency, City to  
37 be buying this w/ Grant Money + sale is contingent on this.

*Grant returned if  
Grant not obtained  
by Buyer (City of Berea)  
RJC*

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within N/A days  
39 after acceptance and shall obtain a commitment for that loan on or about \_\_\_\_\_. If,  
40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null  
41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned  
42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

43 NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held  
44 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow  
45 account until a written release from the parties consenting to its disposition has been obtained or until  
46 disbursement is ordered by a court of competent jurisdiction.

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow  
48 with the lending institution or escrow company on or before April 13, 2013, and title shall be  
49 transferred on or about April 14, 2013.

50 **POSSESSION** SELLER shall deliver possession to BUYER on April 14, 2013 (date) at Noon (time)  
51  AM  PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied  
52 by the SELLER free for 0 ( ) days. Additional 0 days at a rate of  
53 \$ 0 per day. Payment and collection of fees for use and occupancy after transfer of title are the  
54 sole responsibility of SELLER and BUYER.

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if  
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any  
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and  
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,  
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an  
60 Owner's Fee Policy of Title Insurance from Maximum Title + Escrow  
61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring  
62 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an  
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have  
64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to  
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither  
66 BUYER, SELLER nor any REALTOR(S)<sup>®</sup> shall have any further liability to each other, and both BUYER and  
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

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

85  
86 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),  
87  BUYER  SELLER agrees to pay the amount of such recoupment.

88 **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the  
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real  
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by  
91 BUYER, c) title exam and one-half the cost of insuring premium for Owner's Fee Policy of Title Insurance, d)  
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g)  
93 other \$300 due Bank @ Closing from Buyer  
94 (unless VAFHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the  
95 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession,

96 whichever is later. The escrow agent shall withhold \$ 100 from the proceeds due SELLER for  
97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the  
98 BUYER.

99 BUYER shall pay the following through escrow (unless prohibited by VAFHA regulations): a) one-half of the  
100 escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance, c) all recording  
101 fees for the deed and any mortgage, and d) other see line 93

102 City of Berea or Assigns, Rebecca Corrigan BUYER shall secure new insurance on the property.

103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by  
104 BUYER which  will  will not be provided at a cost of \$ \_\_\_\_\_ charged to  SELLER  BUYER from  
105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not  
106 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider

107  The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1  
108 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

109  
110 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of  
111 BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes  
112 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of  
113 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,  
114 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER  
115 understands that all real property and improvements may contain defects and conditions that are not readily  
116 apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and  
117 agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges  
118 that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or  
119 BUYER's inspectors regarding the condition and systems of the property.

120 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT  
121 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

122 **WAIVER** MC (initials) BUYER elects to waive each professional inspection to which BUYER has  
123 not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such  
124 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	
127	<input type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
128	<input type="checkbox"/>	<input type="checkbox"/>	SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/>	<input type="checkbox"/>	WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/>	<input type="checkbox"/>	WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/>	<input type="checkbox"/>	RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/>	<input type="checkbox"/>	OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>

133  
134 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the  
135 inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION, or b) Accept  
136 the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by  
137 the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner  
138 at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent  
139 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker

140 If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an  
141 Amendment To Purchase AGREEMENT removing the inspection contingency and this AGREEMENT will proceed  
142 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association

Revised May 1, 2000 © CABOR 1998

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SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

© Form 100

143 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing  
144 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have  
145 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing  
146 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER  
147 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to  
148 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material  
149 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and  
150 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,  
151 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other  
152 or to Broker(s).

153 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to  
154 exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property  
155 for BUYER to review and approve any conditions corrected by SELLER.

156 Yes  No   
157  **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be  
158 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's  
159 SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If  
160 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the  
161 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a  
162 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in  
163 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE  BUYER  
164 OR  SELLER (unless FHAVA regulations prohibit payment of inspection by BUYER, in which case SELLER  
165 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

166 Yes  No   
167  **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the  
168 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at  
169 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is  
170 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"  
171 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their  
172 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the  
173 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately  
174 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to  
175 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of  
176 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the  
177 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the  
178 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk  
179 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct  
180 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.  
181 BUYER may remove this right of inspection at any time without SELLER's consent.

182 BUYER  HAS WLC (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT  
183 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT  
184 AND/OR LEAD-BASED PAINT HAZARDS."

185 BUYER  HAS NOT \_\_\_\_\_ (BUYER's initials) received a copy of the EPA pamphlet entitled  
186 "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED  
187 PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER  
188 completing the disclosure form and BUYER's review and approval of the information contained on the disclosure  
189 form within \_\_\_\_\_ days from receipt.

190 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's  
191 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and  
192 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local  
193 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as  
194 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the  
195 transaction.

196 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being  
197 purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on  
198 the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party.  
199 SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of  
200 acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or  
201 statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this  
202 AGREEMENT or on the Residential Property Disclosure Form.

203 BUYER  HAS \_\_\_\_\_ (BUYER's initials) received a copy of the Residential Property Disclosure  
204 Form signed by SELLER on \_\_\_\_\_ (date) prior to writing this offer.

205 BUYER  HAS NOT \_\_\_\_\_ (BUYER's initials) received a copy of the Residential Property  
206 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and  
207 BUYER's review and approval of the information contained on the disclosure form within N/A days from  
208 receipt.

209 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time  
210 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or  
211 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental  
212 agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER  
213 shall have N/A ( ) days after receipt by BUYER of all notices to agree in writing which party will be  
214 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot  
215 agree in writing, this AGREEMENT can be declared null and void by either party.

216 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential  
217 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or  
218 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their  
219 agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER  
220 hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square  
221 footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills,  
222 taxes and special assessments are approximate and not guaranteed. Please list any and all verbal  
223 representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,  
224 write "none"). N/A

225 \_\_\_\_\_

226 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the  
227 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and  
228 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such  
229 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

230 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to  
231 the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT  
232 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire  
233 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to  
234 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be  
235 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's  
236 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.  
237 **This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.**

238 **ADDENDA** The additional terms and conditions in the attached addenda  Agency Disclosure Form  
239  Residential Property Disclosure Form  VA  FHA  FHA Home Inspection Notice  Condo  House Sale  
240 Contingency Addendum  House Sale Concurrency Addendum  Lead Based Paint  Other \_\_\_\_\_  
241 are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting  
242 terms in the purchase AGREEMENT.

243 \_\_\_\_\_  
244 (BUYER) (ADDRESS AND ZIP CODE)

245 \_\_\_\_\_  
246 (BUYER) (PHONE NO.) 440-567-9902 (DATE) 2/1/13

247 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1000  check  note, earnest money, subject to  
248 terms of the above offer.

249 By: Kenneth A. Weber Office: Clint Wilhoit Realty, Inc. Phone: 216-229-2449

250 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from  
251 SELLER's escrow funds a commission of # 1325 percent (2 1/2 %)  
252 of the purchase price to Clint Wilhoit Realty, Inc. (Broker)  
253 400 West Bagley Rd., Berea, Ohio 44017 (Address)  
254 and #1325 percent (2 1/2 %) of the  
255 purchase price to Howard Hanna. (Broker)  
256 \_\_\_\_\_ (Address)  
257 as the sole procuring agents in this transaction.

258 \_\_\_\_\_  
259 (SELLER) (ADDRESS AND ZIP CODE)

260 \_\_\_\_\_  
261 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

262 \_\_\_\_\_  
263 (SELLER) (ADDRESS AND ZIP CODE)

264 \_\_\_\_\_  
265 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

266 The following information is provided solely for the Multiple Listing Services' use and will be completed by the  
267 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

Multiple Listing Information	
269 _____ 270 (Listing agent name)	_____ (Listing agent license #)
271 _____ 272 (Listing broker name)	_____ (Listing broker office #)
273 <u>Kenneth A. Weber</u> 274 (Selling agent name)	<u>2005 017 400</u> (Selling agent license #)
275 <u>Clint Wilhoit Realty.</u> 276 (Selling broker name)	<u>2167</u> (Selling broker office #)



LEAD-BASED PAINT ADDENDUM to Purchase/Lease Agreement
Including ... LEAD-BASED PAINT TESTING CONTINGENCY



Property Address:

This Property Excluded From Disclosures: Seller/Lessor(s) hereby states that this property is excluded from the legal requirement to disclose the existence of lead-based paint and/or lead-based paint hazards in the housing because this housing was constructed after 1978.

\_\_\_\_/\_\_\_\_ [Seller/Lessor(s) to put "x" mark in box and initial, if applicable.]

For SALES: DISCLOSURE OF INFORMATION and ACKNOWLEDGMENT OF LEAD-BASED PAINT HAZARDS

Lead Warning Statement: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Seller's Disclosure [initial(s)]

\_\_\_\_ (A) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain);
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_ (B) Records and Reports available to the seller (check one below):

- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below);
Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Listing Agent's Acknowledgment [initial]

\_\_\_\_ (C) Listing Agent has been informed... and has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Purchaser's Acknowledgment [initial(s)]

- (D) Purchaser has received copies of all information listed above.
(E) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
(F) Purchaser has (check one below):

- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Lead-Based Paint Testing Contingency: This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards\* at the purchaser's expense until 9:00 p.m. on the day that is 5 calendar-days after contract acceptance date.

This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and correction needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option within \_\_\_ Days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have \_\_\_ days to respond to the counter-offer or remove this contingency at any time without cause.

\*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.

**For RENTALS/LEASES: DISCLOSURE OF INFORMATION And ACKNOWLEDGMENT OF LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure [initial(s)]**

- \_\_\_\_\_ (A) Presence of lead-based paint and/or lead-based paint hazards (check one below):
  - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
  - Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_\_\_ (B) Records and Reports available to the lessor (check one below):
  - Lessor has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

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  - Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Listing Agent's Acknowledgment [initial]**

\_\_\_\_\_ (C) Listing Agent has been informed...and has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Lessee's Acknowledgment [initial(s)]**

- \_\_\_\_\_ (D) Lessee has received copies of all information listed above.
- \_\_\_\_\_ (E) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

**Certification of Accuracy [To be signed and dated by ALL parties in all sales and leases.]**  
 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller/Lessor \_\_\_\_\_ Date  / / Purchaser/Lessee R. Olmy Date 2/1/13  
 Seller/Lessor \_\_\_\_\_ Date  / / Purchaser/Lessee \_\_\_\_\_ Date  / /  
 Listing Agent \_\_\_\_\_ Date  / / Selling/Leasing Agent Kenneth R. Webb Date 2/1/13

# OFFER ACCEPTANCE INSTRUCTION SHEET



**OfferSubmission**  
Sell More Inventory, Faster

29623 Northwestern Hwy.  
Southfield, MI 48034  
support@offersubmission.com

To: Kenneth Weber  
Clint Williams Realty, Inc.  
Phone: 440.234.3883  
Fax: 440.234.1266  
fairtoall@gmail.com

Date: 02/01/2013

Subject: Property ID: 723377 Offer ID: 132200  
747 Longfellow Drive  
Berea, OH 44017

Congratulations! The offer for the property above has been conditionally accepted by the Seller subject to the terms and conditions of these documents. Now, time is of the essence.

**ALL OF THE FOLLOWING DOCUMENTS MUST BE DELIVERED TO THE LISTING AGENT ON OR BEFORE 02/04/2013 , OTHERWISE YOUR BUYER RUNS THE RISK OF NOT SECURING THIS PURCHASE**

1. Purchase Agreement or Sales Contract containing the full legal name(s) of the Buyer(s) that matches the accepted offer terms. The contract submitted must meet State or local Board of Realtors requirements.
2. Signed Offer Acceptance Addendum (attached)
3. Signed Addendum to Purchase Agreement (attached)
4. Signed Owner's Disclosure Statement (attached)
5. Earnest Money Deposit Receipt and copy of Earnest Money Check for \$1,000 (attached)
6. Preapproval letter for financed offers or proof of funds for cash offers, dated within the past 30 days.

This communication is to acknowledge conditional, non-binding acceptance of the offer to purchase the above-stated Property. Please relay to the Buyer that this acceptance does not constitute a legally binding agreement. Acceptance of the Buyer's offer is subject to Seller's right to accept any higher or better offer that might be received until the Contract of Sale (including any required addenda) has been fully executed by all parties of interest. Seller reserves the right to continue to market the property and accept any contract of Seller's choosing prior to Seller's written acceptance of Contract of Sale and the addenda. Seller shall have no obligation to sign a Contract of Sale with Buyer nor shall Seller have any liability for failure to do so.

You must deliver the above required documents to the Listing Agent by **02/04/2013** . Seller-signed documents will typically be returned to you via email within three (3) business days. Offers/contracts that require investor or other approvals or signatures may be delayed until those approvals/signatures are obtained.

Listing Agent: Greg Norman  
HowardHanna  
Phone: 440.793.0169  
Fax:  
gregnormanjr@howardhanna.com

Should you have any questions, please direct them to the Listing Agent

Sincerely,

The Offer Processing Team

## OFFER ACCEPTANCE INSTRUCTION SHEET



To: Kenneth Weber  
Clint Williams Realty, Inc.  
Phone: 440.234.3883  
Fax: 440.234.1266  
falrtoall@gmail.com

Date: 02/01/2013

Subject: Property ID: 723377 Offer ID: 132200  
747 Longfellow Drive  
Berea, OH 44017

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Listing Agent: Greg Norman  
Howard Hanna  
Phone: 440.793.0189  
Fax:  
gregnormanjr@howardhanna.com

Should you have any questions, please direct them to the Listing Agent

Sincerely,

The Offer Processing Team

723377

PROPERTY ID# 723377  
**OFFER ACCEPTANCE ADDENDUM**  
THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.  
PLEASE READ IT CAREFULLY.



Reference is made to the Real Estate Purchase Contract dated 02/01/2013 pertaining to the Real Property known as 747 Longfellow Drive, Berea, OH 44017 made between "Seller": PNC Bank, National Association, and "Buyer": City of Berea, City of Berea B. Berea,

**OFFER #132200 TERMS**

- Purchase Price: \$53,000
- Seller Paid Closing Costs not to exceed: \$0
- Seller Paid Repair Costs not to exceed: \$0
- Seller Paid Home Warranty Cost not to exceed: \$0
- Seller Paid Inspection Fees not to exceed: \$0
- Seller Paid Survey Fee not to exceed: \$0
- Earnest Money Deposit: \$1,000
- Days for inspection: Within 10 Calendar Days
- Closing date on or before: 04/26/2013
- Type of Financing: Cash
- Occupancy: Non-Profit
- Service Note: Sold As Is, no repairs, no warranties.

Standard clauses to be made a permanent part of this contract:

1. Buyer(s) agrees to pay \$300.00 Offer Processing Fee to OfferSubmission.com at closing. CLOSING AGENT: Deliver payment to OfferSubmission.com, 29623 Northwestern Hwy., Suite 1C, Southfield, MI 48034-1076
2. Buyer(s) agrees to deliver to Listing Agent a signed copy of this Addendum, along with a fully executed Purchase Agreement and evidence of earnest money deposit within 3 calendar days of Buyer's acknowledgement of acceptance.
3. Buyer(s) to sign Seller's Addenda to be made part of the original contract.

Unless this Offer Acceptance Addendum is signed by the Buyer(s) and delivered to the Listing Agent along with a fully executed purchase agreement and evidence of earnest money deposit by 02/04/2013, this acceptance shall be deemed revoked. Seller reserves the right to continue to market the property and accept any contract of Seller's choosing prior to Seller's written acceptance of contract and this addendum.

**THIS TRANSACTION IS SUBJECT TO ACCEPTANCE AND EXECUTION OF THE PURCHASE CONTRACT/SALES AGREEMENT AND THIS OFFER ACCEPTANCE ADDENDUM BY THE SELLER.**

All other terms and conditions shall remain the same. This Offer Acceptance Addendum supersedes all other Offer Acceptance Addenda and the purchase agreement/sales contract. This Offer Acceptance Addendum is accepted by the Buyer(s) and the Seller, as evidenced by Buyer's and Seller's signature hereon. The Offer Acceptance Addendum shall hereby become part of the above referenced contract between the parties.

ACCEPTANCE: Buyer(s) accepts the above Offer Terms and acknowledges receipt thereof:

Buyer *R. Cory City of Berea* Date 2/1/13

Buyer \_\_\_\_\_ Date \_\_\_\_\_

ACCEPTANCE: Seller accepts the above Offer Terms and acknowledges receipt thereof:

**PNC BANK, NA**

Seller By: *Nancy Collett* Date 2-5-2013

PNC01 ADDENDA 0913

Nancy Collett  
Officer



**PROPERTY INSPECTION CONTINGENCY RELEASE**

Property ID \_\_\_\_\_

City of Berea \_\_\_\_\_ (Buyer),

referred to as buyer herein, has inspected the property located at 747 Lungfellow  
Berea, Ohio 44017 \_\_\_\_\_ (property address) per

the terms of the Counteroffer Addendum and accepts said property in it's current "AS-IS" "WHERE-IS" condition. Effective \_\_\_\_\_ (Date),

Buyer hereby removes any and all property inspection Contingencies. (Once the Property Inspection Contingency is removed, whether or not buyer has satisfied him/herself regarding property inspection or received any information relating to the property inspection, Buyer's deposit may not be returned if buyer does not close this transaction\*).

\* Financing Property inspection contingency may qualify buyer to a refund of the buyer's deposit.

for  
City of Berea 2-5-13  
Urbano + Coy  
Buyer Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Listing Agent Initials Date

PROPERTY ID# 723377  
**ADDENDUM TO PURCHASE AGREEMENT**  
PAGE 1 of 4  
THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.  
PLEASE READ IT CAREFULLY.



This Addendum to Purchase Agreement  
is attached to and made part of that certain Agreement  
dated: 02/01/2013

("Addendum")  
("Purchase Agreement")

by and between: PNC Bank, National Association

("Seller")

and: City of Berea, City of Berea B. Berea

("Buyer")

for the sale and purchase of certain real property with Improvements thereon, if any, located at:  
747 Longfellow Drive, Berea, OH 44017

("Property")

In the event of any conflict between the provisions of this Addendum and the Purchase Agreement or any addendum or rider thereto, the provisions of this Addendum will control and the conflicting term in the Purchase Agreement or any addendum or rider thereto is considered deleted and expressly waived by both Buyer and Seller.

Buyer and Seller acknowledge and agree as follows:

1. Mortgage Insurance Claim Pending.

Sale of the Property may be subject to the approval of the mortgage insurance carrier with whom Seller may have a pending claim. The mortgage insurance carrier has the option to approve this sale and settle the claim or take title to the Property. If the mortgage insurance carrier exercises their option to take title to the Property, this Purchase Agreement will become null and void. Seller will seek approval of this sale within five (5) business days of Seller's execution of this Purchase Agreement.

2. Deed Pending.

Closing of the sales transaction by the date indicated in this Purchase Agreement is subject to Seller's receipt of the recorded deed transferring the Property into Seller's name. As of the execution of this Purchase Agreement said deed may not have been received. Buyer is aware and understands that closing of the sales transaction may be delayed and agrees to extend the closing date until Seller receives the recorded deed. Buyer has the right to terminate this Purchase Agreement if said closing is delayed more than 30 days. The closing date will automatically be extended absent notice from Buyer that Buyer is terminating this Purchase Agreement.

3. Physical Condition.

a. Property is being sold in its present "as is, where is" condition, including all defects, known or unknown. Neither Seller nor Seller's employees, officers, directors, agents, successors, assigns, salespeople and agents make any representations, warranties or guarantees to Buyer of any kind whatsoever as to the condition of Property, including, but not limited to habitability, legality of use, or zoning nor as to the fitness of any improvements on Property for any particular purpose, the operating utility of any heating, ventilating, cooling, roofing, utility service, access, water sufficiency, potability, waterproofing or any appliance or other personal property. Seller acquired Property through bulk purchase, foreclosure proceedings or by deed-in-lieu of foreclosure and has not occupied Property. Property may not be in compliance with applicable building, zoning, health or other laws or codes. Property may not be in habitable condition. Any improvements on Property, including the house, systems, fixtures, appliances, and personal property, if any, being sold with Property are not new and may have defects and may need repair work. Seller will not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or defect in the material, workmanship or mechanical components of the structures, improvements or land constituting Property prior or subsequent to delivery of the deed for Property, including, but not limited to, the heating, air conditioning and ventilation system, plumbing, storm sewer and sewage disposal systems, well or other water supply systems, drainage or moisture conditions, foundation, electrical, hot water heater, pools, spas, solar systems, appliances, roofs or damage by pests or other organisms. Buyer will not be entitled to any credits for physical deficiencies in Property. Property will be delivered at the time of delivery of the deed in the same condition as they now are, reasonable wear and tear excepted.

b. If any repairs are made part of the Purchase Agreement, they will not be initiated until Buyer has received written loan approval and Seller has authorized work to commence in writing.

c. Closing of the sales transaction constitutes acceptance by Buyer of the Property's condition and upon said closing Seller will have no further liability for the condition of the Property.

Buyer(s) Initial                     

Seller Initial

PROPERTY ID# 723377

**ADDENDUM TO PURCHASE AGREEMENT**

PAGE 2 of 4

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.  
PLEASE READ IT CAREFULLY.



**4. Reports.**

Any reports, studies or evaluations of the structural, mechanical, physical or environmental condition of Property provided to Buyer by Seller are provided solely as an accommodation to Buyer or for disclosure purposes. Seller makes no representation or warranty as to the accuracy or completeness of the reports, studies or evaluations or as to the compliance of the reports, studies or evaluations with recognized professional standards.

**5. Inspections.**

If the Purchase Agreement is subject to any type of property or home inspections, Seller will make Property available for all reasonable inspections upon reasonable prior notice. Buyer will keep Property free and clear of liens and will indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs. Buyer will repair all damages arising from any home inspections conducted at Buyer's direction. No inspections may be made by any governmental building or zoning inspector without the prior written consent of Seller, unless required by local law. Buyer will provide to Seller, at no cost, upon request of Seller, complete copies of all inspection reports obtained by Buyer. If Property has been winterized, Seller will have Property de-winterized for the Buyer's property or home inspections. Buyer is responsible to have Property re-winterized once the inspections are completed at Buyer's sole cost and expense. Buyer is responsible to have Property de-winterized after closing of the sales transaction at Buyer's sole cost and expense.

**6. Governmental Approvals.**

Buyer is responsible to apply for and obtain, at Buyer's sole cost and expense, any Certificate of Occupancy, Certificate of Smoke Detector compliance, and all other certificates and/or approvals required by municipal, state or federal law. All repairs required in order to comply with applicable laws are Buyer's responsibility and will be accomplished at Buyer's sole cost and expense.

**7. Closing; Closing Costs; Possession**

- a. Regardless of state law or local custom, Buyer will pay all title abstracting, title examining, settlement, closing, escrow, document preparation and/or similar fees and charges with the exception of the deed which will be prepared at Seller's costs.
- b. Buyer will pay all closing costs and loan fees and costs on behalf of Buyer. Seller will not pay nor have any obligation to pay any closing costs on behalf of Buyer or any costs associated with Buyer's loan, or required by Buyer's lender to be paid by Seller, unless expressly written otherwise in the Purchase Agreement.
- c. Buyer will pay for the cost of any property survey, home warranty plan, inspections or repairs unless expressly written otherwise in the Purchase Agreement.
- d. Seller will not pay/obtain compliance certificates or any state/local/county municipality certificates.
- e. Seller will pay a Broker Commission in accordance with the Listing Agreement/Addendum.
- f. Buyer will pay any portion of the realty transfer tax assessed in connection with the sale which is customarily a buyer's responsibility.
- g. Seller will not grant possession of Property or allow occupancy by Buyer prior to closing of the sales transaction.
- h. If Property is on a master key system Buyer is responsible to have the locks changed after closing of the sales transaction at Buyer's sole cost and expense. Seller does not guarantee that Buyer will receive keys to all exterior door locks and/or garage door openers.
- i. The deed conveying Property from Seller to Buyer will be a limited or special warranty deed with covenants against Grantor's acts.

**8. Title.**

a. Unless otherwise indicated below, Seller will furnish Buyer, at its expense, a fee (owner's) title policy issued by Seller's choice of title company, with standard, base coverage in the amount of the purchase price. Buyer may, at its sole expense and election, obtain any endorsements and extended coverages it desires but Seller is under no obligation to take any action or incur any costs related to such additional endorsements and coverages.

b. Seller will give and Buyer will accept such marketable title as Seller's title insurance company will be willing to approve and insure in accordance with its standard form of title policy approved by the governing agency for the state where the Property is located, subject only to the matters provided for in this Purchase Agreement.

c. Seller will pay the premium for a fee (owner's) title policy only if buyer elects to close with Seller's choice of title agent. If Buyer elects to close with Buyer's choice of title agent, then the premium for the fee (owner's) title policy will be borne solely by the Buyer. If Buyer obtains a mortgage loan in connection with this purchase, Buyer will pay the mortgagee title policy premium.

(Buyer Initial option chosen below)

*AW*

Buyer elects to close with Seller's choice of title agent. /  Buyer elects to close with Buyer's choice of title agent.

PROPERTY ID# 723377  
**ADDENDUM TO PURCHASE AGREEMENT**



PAGE 3 of 4  
THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.  
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9. Default by Seller.

If Seller defaults under any provision of the Purchase Agreement or if Buyer raises any objection to the home inspections or title which Seller is unable or unwilling to resolve and which Buyer does not waive, either party may terminate the Purchase Agreement whereupon all deposit money paid will be returned to Buyer without interest and Buyer and Seller will be released from any further liability under the Purchase Agreement or otherwise. Buyer hereby waives all other remedies at law or equity, other than the remedy set forth herein.

10. Buyer's Failure to Close.

If the date for closing the sales transaction is stated in the Purchase Agreement as "time of the essence" and Buyer fails to close the transaction by the closing date specified, the Purchase Agreement will be, without notice, null and void and of no effect and neither Buyer nor Seller will have any further obligation under the Purchase Agreement or otherwise and the hand money paid on account by Buyer will be retained by Seller as or toward damages. If the date for closing the sales transaction is not "time of the essence" and Buyer fails to close the transaction by the closing date specified, Seller will have the right to declare time to be of the essence by giving default notice to Buyer. The default notice will state that Seller is declaring time to be of the essence with respect to closing the sales transaction and will provide a deadline for closing of the sales transaction. The deadline fixed will not be earlier than five (5) days or later than thirty (30) days following the date of the default notice. Burden of closing the sales transaction will thereafter be Buyer's responsibility even if it is not so stated in the Purchase Agreement. Thereafter, if Buyer does not close the sales transaction by the deadline given, the Purchase Agreement will be, without further notice, null and void and of no effect and neither Buyer nor Seller will have any further obligation under the Purchase Agreement or otherwise and the hand money paid on account by Buyer will be retained by Seller as or toward damages.

*earnest money returned to Buyer if grant not obtained by O's of Bues. [Signature]*

11. Release; Indemnification.

Buyer releases Seller, Seller's employees, officers, directors, agents, successors and assigns from any and all claims, causes of action, liabilities or obligations, of any sort or kind which Buyer ever had, now has or Buyer's heirs, executors, administrators, successors or assigns can, will or may have, arising out of or relating to the Purchase Agreement, this Addendum, Property or the transactions contemplated hereby against Seller. Buyer agrees to indemnify and hold Seller, Seller's employees, officers, directors, agents, successors and assigns harmless from any loss, damage, judgment, liability or expense (including counsel fees) suffered by or rendered against them on account of any claims arising out of or relating to Property or the Purchase Agreement. Buyer states that they have carefully read the foregoing release and indemnity, knows the contents thereof and grants the same as their own free act and deed.

12. Assignment.

The purchase Agreement cannot be extended or assigned without prior written approval of the Seller.

13. Mediation/Arbitration.

Seller does not agree to mediation/arbitration.

14. Compliance

a. Buyer hereby represents and warrants that (a) neither Buyer nor, to the best of Buyer's knowledge, any Person (as hereinafter defined) providing funds to the Buyer for the purchase of the Property is a Prohibited Person (as hereinafter defined), and (b) none of the funds used by Buyer to purchase the Property will be derived from any illegal activity. Buyer hereby covenants and agrees: (a) to comply with all Anti-Terrorism Laws (as hereinafter defined) and all Laws (as hereinafter defined) related to money laundering, now or hereafter in effect; and (b) not to use funds from any Prohibited Person or any illegal activity to make any payment due to the Seller under this Agreement.

b. Seller is required under Anti-Terrorism Laws to verify any Person conducting business with Seller. U.S. persons and entities are generally prohibited from conducting business with a Prohibited Person, unless otherwise authorized by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC). Seller is also required to verify the source of funds used in transactions to which Seller is a party and that the funds used in transactions with Seller are not the proceeds of any illegal activity. In order to assist Seller in verifying the source(s) of funds and the Person(s) conducting business with Seller, Buyer shall provide to Seller such information as is reasonably requested by Seller from time to time relating to the source(s) of funds and/or Person(s) conducting business with Seller, including, but not limited to, the full legal name of the Buyer(s) or beneficial owner(s), their primary residence(s) or place(s) of business, social security number(s) or company tax identification number(s) and/or date(s) of birth.

*[Handwritten signature]*

PROPERTY ID# 723377  
**ADDENDUM TO PURCHASE AGREEMENT**



PAGE 4 of 4  
THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.  
PLEASE READ IT CAREFULLY.

c. In the event that (a) any of the representations contained in Section 14.a shall be inaccurate or incomplete, (b) it is determined that any covenant set forth in Section 14.a has been breached, (c) Buyer fails to provide the information requested in Section 14.b or any additional information as may be required by Seller from time to time, (d) the information Buyer provides in Section 14.b is inaccurate or incomplete, (e) it is determined that Buyer or a person or entity providing funds to the Buyer for the purchase of the Property is a Prohibited Person, and/or (f) Seller determines, in its good faith judgment, that completion of the purchase and sale of the Property could violate any Anti-Terrorism Law or any other Law, then Seller shall have the right to terminate the Purchase Agreement whereupon all deposit money paid will be returned to Buyer without interest and Seller will be released from any further liability under the Purchase Agreement.

d. As used in this Addendum, the following terms shall have the meanings set forth below:

**"Affiliate"** means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

**"Anti-Terrorism Laws"** shall mean any Laws relating to terrorism or money laundering including, without limitation, (i) the Executive Orders, (ii) the USA Patriot Act, (iii) the Laws comprising or implementing the Bank Secrecy Act, 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959, (iv) the Money Laundering Control Act of 1986, 18 U.S.C. § 1956 and 18 U.S.C. § 1957, and (v) the Laws now or hereafter administered by OFAC, as any of the foregoing may from time to time be amended, renewed, extended or replaced.

**"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **"Controlling"** and **"Controlled"** have meanings correlative thereto. Without limiting the generality of the foregoing, a Person shall be deemed to be Controlled by another Person if such other Person possesses, directly or indirectly, power to vote 10% or more of the common stock having ordinary voting power for the election of directors, managing general partners or the equivalent.

**"Executive Orders"** means Executive Order No. 12947 (effective January 23, 1995), Executive Order 13099 (effective August 20, 1998), Executive Order No. 13372 (effective February 16, 2005), and Executive Order 13224 (effective September 24, 2001), as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

**"Laws"** means, collectively, all Federal, state and local statutes, laws, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case whether or not having the force of law.

**"Person"** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

**"Prohibited Person"** shall mean any of the following: (a) a Person that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Orders; (b) a Person owned or Controlled by, or acting for or on behalf of, any Person that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Orders; (c) a Person or government with whom Seller is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (d) a Person that supports, engages in, or conspires to or intends to engage in, "terrorism" as defined in any Executive Order, or engages in or conspires, attempts or intends to engage in any transaction that violates, evades or avoids, or has the purpose of violating, evading or avoiding, or attempts or intends to violate, evade or avoid, any of the prohibitions set forth in any Anti-Terrorism Laws; (e) a Person that is named as a "specially designated national or blocked person" on the most current list published by OFAC at its official website or any replacement website or other replacement official publication of such list; or (f) a Person who is an Affiliate of or associated with a Person listed above.

Buyer and Seller have executed this Addendum intending to be legally bound hereby.

Buyer: *[Signature]*

Date: 2/1/13

**PNC BANK, NA**

Date: \_\_\_\_\_

Seller: By: *[Signature]*

Date: 2-5-2013

Nancy Collett  
Officer

PROPERTY ID# 723377  
**OWNER'S DISCLOSURE STATEMENT**  
THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.  
PLEASE READ IT CAREFULLY.



Listing Broker:

This disclosure statement should be attached to any additional disclosure statements as may be required by law to be made by Owner or by you acting as agent on Owner's behalf. This disclosure statement, with attachments, must be presented to and signed by any prospective buyer before a purchase agreement is signed.

The undersigned Buyer acknowledges that:

Owner is a corporation which acquired the above Property through bulk purchase, foreclosure proceedings or by deed-in-lieu of foreclosure and has never occupied the Property.

The Property is being sold in its present "as is, where is" conditions, including all defects, known or unknown.

Owner, Owner's agent(s), their employees, salespeople, officers and/or partners make no representations, warranties or guarantees to Buyer of any kind whatsoever as to the condition of the Property, including but not limited to habitability, legality of use, or zoning nor as to the fitness of any improvements on the Property for any particular purpose, the operating utility of any heating, ventilating, cooling, roofing, utility service, access, water sufficiency, potability, waterproofing or any appliance or other personal property.

The Property may not be in compliance with applicable building, zoning, health or other laws or codes. The Property may not be in habitable condition. Any improvements on the Property, including the house, systems, fixtures, appliances and personal property, if any, being sold with the Property are not new and may have defects and may need repair work.

**PNC BANK, NA**

Owner:

By: Nancy Collett Date 2-5-2013  
Nancy Collett  
Officer

Acknowledged by Buyer:

Buyer: R. Gray Date 2/1/13

Buyer: \_\_\_\_\_ Date \_\_\_\_\_

Buyer: \_\_\_\_\_ Date \_\_\_\_\_

**GUIDEFORM NOTICE**  
**Disclosure to Seller with Voluntary, Arm's Length Purchase Offer**

*February 4, 2013*

Dear PNC Bank:

This is to inform you that City of Berea would like to purchase the property located at 747 Longfellow, Berea, Ohio 44017, if a satisfactory agreement can be reached. We are prepared to pay \$53,000 for clear title to the property under the conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

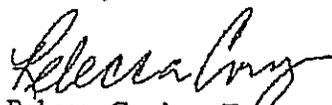
1. The sale is voluntary. If you do not wish to sell, the City of Berea will not acquire your property. The City of Berea does not have the power to acquire your property by condemnation (i.e., eminent domain) [will not use the power of eminent domain to acquire the property].
2. We estimate the fair market value of the property to be \$108,900 per the Cuyahoga County Fiscal Office certified values.

Since the purchase would be voluntary, arm's length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no new tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us.

If you have any questions about this matter, please contact Jim Walters. His telephone number is (440) 826-5831.

Sincerely,



Rebecca Corrigan, Executive Director  
Berea Community Development Corporation/ City of Berea

Enclosure



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 747 Longfellow Rd., Berea, Ohio 44017  
Buyer(s): City of Berea on Assign, Rebecca Corrigan  
Seller(s): PNC Bank, NATIONAL ASSOCIATION

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Kenneth A. Weber AGENT(S), and Clint Wilkins Realty Inc. BROKERAGE  
The seller will be represented by Greg Norman Jr. AGENT(S), and Edward Hanna. BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

- Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will
- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
  - represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

[Signature] BUYER/TENANT DATE 2/1/13  
BUYER/TENANT DATE

PNC BANK, NA SELLER/LANDLORD DATE 2-5-2013  
[Signature] SELLER/LANDLORD DATE

# Clint Williams Realty, Inc.

## BASEMENT & FOUNDATION ADDENDUM

This Addendum is attached to and made part of the Purchase Agreement between the undersigned SELLERS and PURCHASERS dated 2/1 2013, which involves the sale and purchase of real property located at: 747 Longfellow Dr., Berea, Ohio 44027, Ohio, (Property).

1. It is understood and agreed by the PURCHASERS and the SELLERS that the provisions of this Addendum will survive the transfer of title to the property.
2. SELLERS acknowledge that they have disclosed to the PURCHASERS any and all known water leakage, water accumulation, excess dampness or any other defects related to the basement, crawl space, slab or foundation. The SELLERS have also disclosed to the PURCHASERS any and all repairs, alterations or modifications to the property or other attempts to control any water dampness problems in the basement, crawl space, slab or foundation made during the period of the SELLERS ownership.
3. SELLERS assume all responsibility for disclosure of any defects to the property and agree to indemnify any brokerage firm or real estate agent connected with this transaction against any and all expenses and losses arising out of any and all claims in relation to any water leakage, water accumulation, excess dampness or any other defects related to the basement, crawl space, slab or foundation.
4. The PURCHASERS further understand and agree that it is not the responsibility of the brokerage firm or real estate agent to inspect the property and agree to waive all liability and hold harmless any brokerage firm or real estate agent connected with this transaction in relation to any water leakage, water accumulation, excess dampness or other defects related to the basement, crawl space, slab or foundation.

All other terms, provisions and conditions of the Agreement shall remain in full force and effect except as herein modified and supplemented. IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth below the signature of each of the parties.

PURCHASERS:

x M. Conry City of Berea

2/1/13  
Date:

SELLERS:

PNC BANK, NA  
By: Nancy Collett  
Nancy Collett  
Officer

2-5-2013  
Date:

PROPERTY ID# 723377  
Earnest Money Deposit Receipt  
and Funds Verification



Earnest Money Deposit Amount should be: \$1,000

Offer ID#: 132200

Property Address: 747 Longfellow Drive, Berea, OH 44017

Buyer Name: City of Berea, City of Berea B. Berea

PNC Bank requires that the earnest money deposit must be in the form of a cashier's check made payable to NationalLink. If NationalLink is not permitted to hold the earnest money deposit check for any reason whatsoever, including any state requirement that the deposit must be held by the listing broker or other party, NationalLink will ensure that the earnest money deposit is remitted to that party.

1. Send the original cashier's check and a copy of this page to:

NationalLink  
Attn: REO Department  
300 Corporate Center Drive, Suite 300  
Moon Township, PA 15108  
Phone: (888) 422-7911

2. Make a copy of the cashier's check and add it to this document stack behind this page, along with the Buyer's mortgage preapproval letter for financed offers or proof of funds for cash offers, dated within the past 30 days.
3. Closing contact information and instructions will be provided to the listing agent along with a fully-executed contract. Therefore, please contact the listing agent to secure a copy of the fully-executed contract and for closing contact information.

4. Earnest Money to be returned to buyer (City of Berea) if amount is not obtained by Buyer (City of Berea) PLC CJC

Buyer's Agent: Kenneth Weber  
Clint Williams Realty, Inc.  
Phone: 440.234.3883  
Fax: 440.234.1266  
fairfoal@gmail.com

I represent that the earnest money deposit check presented above is a valid check and is being delivered within the time required according to State Law where the property is located.

Buyer's Agent Signature: Kenneth A. Weber

THE HUNTINGTON NATIONAL BANK IS A MEMBER OF THE FEDERAL RESERVE SYSTEM AND IS A MEMBER OF THE FDIC. THE HUNTINGTON NATIONAL BANK IS A MEMBER OF THE FDIC. THE HUNTINGTON NATIONAL BANK IS A MEMBER OF THE FDIC.

Cashier's Check

The Huntington National Bank  
Columbus, Ohio 43219



No. 1252381649

REBEA COMM DEV CORP

Remitter

1053003-01

PAY TO THE ORDER OF \$1,000.00

To the Order Of NATIONAL LINK

By: *[Signature]*

DRAWER The Huntington National Bank  
Columbus, Ohio 43219

⑆ 3252381649 ⑆ ⑆ 044000024 ⑆ 01892577247 ⑆



PURCHASE AGREEMENT  
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER** The undersigned City of Berea or Assigns, Rebecca Corrojo offers to buy the

2 **PROPERTY** located at 747 Longfellow

3 City Berea, Ohio, Zip 44017

4 Permanent Parcel No. 36117041, and further described as being:

5 single Family Home

6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all  
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are  
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,  
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and  
10 control unit, smoke detectors, garage door opener(s) and \_\_\_\_\_ controls; all permanently attached carpeting.

11 The following items shall also remain:  satellite dish;  range and oven;  microwave;  kitchen refrigerator;  
12  dishwasher;  washer;  dryer;  radiator covers;  window air conditioner;  central air conditioning;  gas  
13 grill;  fireplace tools;  screen;  glass doors and  grate;  all existing window treatments;  ceiling fan(s);   
14 wood burner stove inserts;  gas logs; and  water softener. Also included: \_\_\_\_\_

15 any and all fixtures attached to Property

16 NOT included: \_\_\_\_\_

17 N/A

18 **SECONDARY OFFER** This  is  is not a secondary offer. This secondary offer, if applicable, will become a  
19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before \_\_\_\_\_  
20 \_\_\_\_\_ (date). BUYER shall have the right to terminate this secondary offer at any time prior to BUYER's receipt  
21 of said copy of the release of the primary offer by delivering written notice to the SELLER or the SELLER's agent.  
22 BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

23 **PRICE** BUYER shall pay the sum of \$ 53,000.00

24 Payable as follows:

25 Earnest money paid to Broker will be deposited in a  
26 non-interest bearing trust account and credited against  
27 purchase price. \$ 1000.00 *(to be returned if*

28  Check to be deposited immediately upon the formation  
29 of a binding AGREEMENT, as defined below on lines  
30 231-238.

31  Note to be redeemed within four (4) days after formation \$ \_\_\_\_\_  
32 of a binding AGREEMENT, as defined below on lines  
33 231-238.

34 Cash to be deposited in escrow \$ \_\_\_\_\_

35 Mortgage loan to be obtained by BUYER \$ \_\_\_\_\_

36  CONVENTIONAL,  FHA,  VA,  OTHER The Grant Money. Contingency. City to  
37 be buying this w/ Grant Money + sale is contingent on this.

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within N/A days  
39 after acceptance and shall obtain a commitment for that loan on or about \_\_\_\_\_. If,  
40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null  
41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned  
42 to the BUYER without any further liability of either party to the other or to Broker and their agents.