

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT TO PURCHASE APPROXIMATELY .77 ACRES OF REAL PROPERTY LOCATED AT 3771 GRANT STREET IN THE VILLAGE, AND DECLARING AN EMERGENCY

WHEREAS, Elizabeth F. Moore (aka Elizabeth Lawrence) owns one parcel of real property commonly known as 3771 Grant Street, Richfield, Ohio ("Property"); and

WHEREAS, Council has determined that it would be in the best interest of the health, safety, and welfare of the citizens of the Village of Richfield to purchase the Property for public use, including but not limited to potentially improving access to the Richfield Branch Library, as well as for the purpose of maintaining and preserving the Village's historic core; and

WHEREAS, this Council desires to authorize the Mayor and Director of Finance to enter into a purchase agreement for the purchase of the Property, as further set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, County of Summit, State of Ohio that:

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized and directed to enter into an agreement with Elizabeth F. Moore (aka Elizabeth F. Lawrence) and Timothy Lawrence for the purchase of Permanent Parcel Number 5001453, consisting of approximately .77 acres of real property located at 3771 Grant Street, Richfield, Ohio, under substantially the same terms as the Purchase and Sale Agreement attached hereto as Exhibit "A" and incorporated fully herein by reference, subject to final approval of the Director of Law.

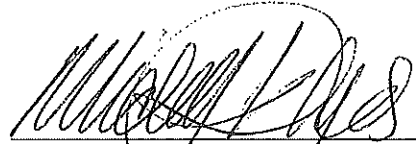
SECTION 2. That the Mayor and the Director of Finance are hereby authorized to take all necessary actions to complete the purchase of the aforesaid real property in accordance with the Purchase and Sale Agreement.

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

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to have property ownership transfer at the earliest possible time for public purposes that may include improved access to the Richfield Branch Library and preservation and

maintenance of the Village's historic core; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 4-20-21

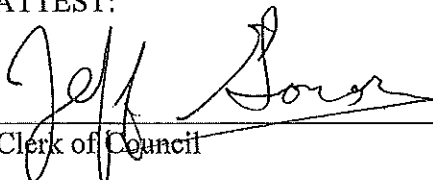


President of Council



Mayor

Dated: 4/21/2021

ATTEST:


Clerk of Council

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement"), dated as of April 13, 2021 ("Effective Date"), is made and entered into by and between Timothy S Lawrence and Elizabeth F Lawrence ("Seller") and the Village of Richfield, an Ohio municipal corporation ("Buyer").

1. Property. Buyer hereby offers and agrees to buy from Seller, and Seller hereby offers and agrees to sell to Buyer, that certain improved real property approximately located at 3771 Grant Street, in the Village of Richfield, County of Summit, and State of Ohio, and known as PPN 5001453 in the Summit County Fiscal Office, as further described on Exhibit "A", attached hereto and made a part hereof (the "Property"), together with all easements, hereditaments, appurtenances and fixtures in their present condition.
2. Purchase Price. The purchase price for the Property shall be Three Hundred Seventy Thousand and 00/100 Dollars (\$370,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:
 - 2.1 Earnest Deposit. Within five (5) days after the Effective Date, Buyer shall deliver to Resource Title National Agency, Inc., 7100 East Pleasant Valley Road, Suite 100, Independence, OH 44131, (216) 520-0050 (the "Title Company"), as escrow agent (the "Escrow Agent"), the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Deposit"), which shall be immediately deposited by the Escrow Agent in a non-interest-bearing account.
 - 2.2 Balance. On or before the Closing Date (hereinafter defined), Buyer shall deposit the balance of the Purchase Price with the Escrow Agent as provided below.
3. Due Diligence; Feasibility Period.
 - 3.1 Buyer's Due Diligence. Following the Effective Date, Buyer and Buyer's employees, agents, and contractors shall have the right to enter upon and fully inspect the Property, including, but not limited to, surveys, soil borings or other tests, appraisals, home inspection, engineering reports and environmental studies, and to make such other legal and factual investigations relating to the Property as may be required by Buyer. From the Effective Date until the Closing Date, Seller shall give Buyer access to the Property during normal business hours and shall provide all information concerning the Property which Buyer may reasonably request.
 - 3.2 Seller's Due Diligence. Without limiting Section 3.1 of this Agreement, within five (5) days of the Effective Date, Seller shall provide Buyer all documents, materials and items, or copies thereof, relating to the Property, including, but not limited to, the following (collectively, "**Seller's Due Diligence Materials**"): (i) all environmental reports and/or studies, including any chain of title for the Property; (ii) all engineering/inspection reports and/or studies; (iii) all notices received from any governmental authority; (iv) all surveys; and (v) all other

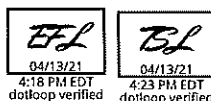
documents relating to the operation of the Property or which would have a material effect on Buyer's decision to purchase the Property.

3.3 Feasibility Period. Buyer shall have from the Effective Date until 5PM on the day that is Sixty (60) days after the Effective Date (the "Initial Feasibility Period") to investigate and satisfy Buyer, in Buyer's sole discretion, as to legal and factual matters relating to the Property, including, without limitation, Seller's Due Diligence Materials. Notwithstanding anything contained in this Agreement to the contrary, so long as Buyer is actively conducting due diligence and/or pursuing the redevelopment of the Property, Buyer shall have the right to extend the Initial Feasibility Period for one (1) additional period of thirty (30) days by delivering written notice to Seller prior to the expiration of the Initial Feasibility Period (the "Extended Feasibility Period", and together with the Initial Feasibility Period, the "Feasibility Period"). On or before the expiration of the Feasibility Period, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement for any reason or no reason whatsoever, by delivering written notice to Seller. If Buyer elects to terminate this Agreement pursuant to this Section 3.3, Buyer shall return Seller's Due Diligence Materials to Seller, Buyer and Seller shall not have any further rights or obligations under this Agreement, except for obligations that specifically survive the termination of this Agreement, and, if such termination occurs during the Feasibility Period, then Buyer shall receive a refund of the Deposit.

3.4 Buyer shall provide no less than 48 hours prior written notice to Seller of any invasive investigations of the Property, and Seller shall have the right to have a representative present during any such invasive investigations. Buyer shall, at its sole cost and expense, repair any damage caused by any tests or inspections or by Buyer's, or Buyer's agents or employees, entry onto the Property. At any time that Buyer or its agents physically inspect the Property prior to Closing, Buyer shall carry or cause to be carried commercial general liability insurance covering all activities conducted by Buyer on the Property. Such insurance shall have limits of not less than One Million Dollars (\$1,000,000.00). The provisions of this Section 3.4 shall survive Closing or the earlier termination of this Agreement.

4. Condition of the Property.

4.1 Purchase of the Property, "As-Is". **SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES HEREIN, BUYER ACKNOWLEDGES AND AGREES THAT THE BUYER WILL BE PURCHASING THE PROPERTY "AS IS", "WHERE IS", BASED SOLELY AND EXCLUSIVELY IN RELIANCE ON THE BUYER'S OWN INVESTIGATIONS, TESTING AND DUE DILIGENCE, ALL OF WHICH THE BUYER AGREES AS OF THE CLOSING DATE, THE BUYER WILL HAVE CONCLUDED TO ITS COMPLETE SATISFACTION.**



4.2 Government Requirements. To Seller's actual knowledge, there are no outstanding violations of any statutes, ordinances, rules or regulations affecting the Property as set forth in any notice from any governmental authority. If any governmental notices of violations are received prior to the Closing Date, Seller will immediately advise Buyer. Seller shall be responsible for complying with the requirements of any point-of-sale ordinance or similar governmental requirements applicable to the Property, unless the parties otherwise agree in writing.

5. Title.

5.1 Conveyance. Seller shall convey to Buyer fee simple marketable title to the Property by general warranty deed (the "**Deed**") free and clear of all liens and encumbrances except (1) real estate taxes and assessments which are not yet due and payable, (2) zoning ordinances, if any, (3) restrictions, conditions, reservations and easements of record, if any, which do not materially and adversely affect the use or value of the Property, and (4) any liens or encumbrances created by the acts of Buyer or otherwise waived by Buyer (collectively, the "**Permitted Exceptions**").

5.2 Title Commitment and Title Policy. Buyer shall cause the Title Company to deliver a commitment (the "Title Commitment") for an ALTA Owner's Policy of Title Insurance without the standard printed exceptions (the "Title Policy"). Notwithstanding anything contained in this Agreement to the contrary, Seller shall satisfy and remove any lien which can be satisfied by the payment of a fixed sum of money prior to the Closing Date.

5.3 Survey. Buyer shall have the right to cause a registered surveyor to make a survey for the Property (the "**Survey**"), the cost of which survey shall be paid by Buyer.

5.4 Title Review Period. Buyer shall have the right to object to: (i) any matters disclosed by the Title Commitment ("Title Objections"), and (ii) any matters disclosed by the Survey ("Survey Objections"), other than the Permitted Exceptions, provided that Buyer delivers written notice of any Title Objections or Survey Objections before the expiration of the Feasibility Period, as may be extended. If Buyer delivers in a timely manner written notice of any valid Title Objections and/or Survey Objections (collectively, "Objections"), then Seller shall within fifteen (15) days from receipt of such Objections to notify Buyer in writing ("Seller's Response") whether Seller elects to: (i) cure any such Objections on or prior to the Closing Date, or (ii) not cure any such Objections. If Seller elects to cure an Objection under the previous sentence and fails to do so by the Closing Date, Buyer shall have the right to: (x) terminate this Agreement, whereupon Escrow Agent shall promptly deliver the Deposit to Buyer and Buyer and Seller shall be relieved of any further liability or obligation under this Agreement other than liabilities or obligations that specifically survive termination, or (y) waive the Objections and proceed to purchase the Property

subject to the Objections, in which event the items objected to which were not cured shall be deemed Permitted Exceptions. In the event Seller fails to deliver Seller's Response to Buyer within such fifteen (15) day period, Seller shall be deemed to have elected not to cure any of the Objections. If Seller's Response states that Seller elects not to cure any of the Objections on or prior to the Closing Date, or if Seller is deemed to have elected not to cure any of the Objections as set forth above, then within fifteen (15) days from the earlier to occur of: (i) Buyer's receipt of Seller's Response, or (ii) the date Seller is deemed to have elected not to cure the Objections, Buyer shall elect to either: (x) terminate this Agreement, whereupon Buyer and Seller shall be relieved of any further liability or obligation under this Agreement other than liabilities or obligations that specifically survive termination and, if such termination occurs during the Feasibility Period, then Buyer shall receive a refund of the Deposit, or (y) waive the Objections and proceed to purchase the Property subject to the Objections, in which event the items objected to which were not cured shall be deemed to be Permitted Exceptions. If Buyer fails to timely make such election, then Buyer shall be deemed to have elected to purchase the Property pursuant to the foregoing clause (y). Notwithstanding anything contained herein to the contrary, Seller shall be obligated to cure, remedy or satisfy at or prior to Closing, any mortgages or monetary judgments of a liquidated or ascertainable amount suffered, permitted to exist or created by Seller on or against the Property regardless of whether Buyer identifies them as Objections, and in no event shall any of such items be deemed Permitted Exceptions.

6. Escrow. Buyer shall deliver to the Escrow Agent a copy of this Agreement which shall serve as the Escrow Agent's escrow instructions for this transaction.

7. Closing and Delivery of Possession. All documents and funds necessary to complete this transaction, including, but not limited to, the Deed and affidavits, releases, satisfactions and certificates as may be required by the Title Company issuing the Title Policy to remove the standard printed exceptions (other than survey and mineral matters) and deliver the final Title Policy in the form required herein, shall be placed in escrow in sufficient time to permit transfer of title on the Closing Date (hereinafter defined). The Escrow Agent shall file the Deed for record (the "**Closing**") and complete this transaction in accordance with the provisions of this Agreement on the Closing Date. The "**Closing Date**" shall be the thirtieth (30th) day following expiration or earlier waiver of the Feasibility Period, as may be extended, unless this Agreement is sooner terminated as hereinafter described. On the Closing Date, the Title Company shall issue the Title Policy. On the Closing Date, subject to the Lease (hereafter defined), Seller shall deliver exclusive possession of the Property to Buyer, free and clear of all tenancies, furniture and personal property. The Seller shall remove all personal property and belongings, other than defined in 7.2 below. On or before the Closing Date, Seller shall notify Buyer when the Property is ready for inspection to ensure all personal property and belongings have been properly removed.
 - 7.1 Lease. The Seller shall retain use of the Property as a tenant after the Closing Date for a period not to exceed 90 days, at no cost to Seller. The Buyer and Seller

agree to execute and be bound by the terms and conditions of a lease agreement (the "Lease") between Buyer and Seller, a form of which shall be provided to Seller from Buyer prior to the Closing Date. The Lease shall become effective on the Closing Date.

7.2 Personal Property. Seller and Buyer have agreed that the following personal property is permitted to be removed in connection with this sales transaction:

- a) Refrigerator;
- b) Stove;
- c) Washer/Dryer; and
- d) Microwave

8. Prorations and Charges.

8.1 Taxes. Real estate taxes and assessments, both general and special, shall be prorated as of the Closing Date based on the last available tax duplicate. Seller is responsible for payment or reimbursement for all property taxes until the Closing Date, including increases that are assessed after the Closing Date on the taxable period during which Seller was owner of the Property. If the exact amount of taxes is not known as of the Closing Date for the year of Closing, the parties agree to reprorate and make the appropriate adjustment between them when such amounts become known, within thirty (30) days after presentment of the appropriate back-up information. The terms of the immediately preceding sentence shall survive the Closing Date and recording of the Deed and not be merged therein.

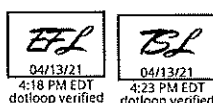
8.2 Utilities. Seller shall be responsible for all operating expenses of the Property, including, without limitation, utilities to the Closing Date and during the term of the Lease. Seller shall request that meters for all public utilities, including water, being used on the Property be read as of the Closing Date or the expiration date of the Lease (whichever is later), and all such charges shall be paid by Seller. Seller shall request any statements required by any governmental authority respecting the status of the account for any such utilities.

8.3 Seller Charges. The Escrow Agent shall charge Seller (i) the cost for the Title Commitment and one-half (1/2) of the premium for the Title Policy, (ii) the conveyance fee and transfer taxes (if any), (iii) the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Property as required by this Agreement, (iv) the cost of deed preparation, and (v) one-half (1/2) the escrow fee.

8.4 Buyer Charges. The Escrow Agent shall charge Buyer (i) one-half (1/2) of the premium of the Title Policy, (ii) the cost of recording the Deed and (iii) one-half (1/2) of the escrow fee.

9. Representations and Warranties.

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By Seller. Seller hereby represents and warrants to Buyer as follows:


- 9.1 Seller is the owner of the Property in fee simple and at Closing the Property will be free and clear of all liens, claims, easements, restrictions, conditions and encumbrances, except real estate taxes and general assessments not yet due and payable and the Permitted Exceptions; Seller has the full right and authority to enter this Agreement and to convey the Property to Buyer; there are no violations of any building codes or other ordinances affecting the Property; except as otherwise disclosed in writing to Buyer, there are no underground storage tanks, gas wells, or other wells (whether or not capped) on or about the Property.
- 9.2 There are no leases, purchase agreements, unrecorded easements, rights of first offer, rights of first refusal or similar agreements in effect with respect to the Property.
- 9.3 There are no service or management agreements, or any other agreements which in any way affect the Property or the proposed development or construction of the Project thereon.
- 9.4 Seller has received no written notice from any governmental authority or other party of any (1) violation of applicable law at, on or under the Property which has not been heretofore corrected, (2) pending or threatened litigation, governmental investigation, condemnation, eminent domain or like proceeding before any court, tribunal or other governmental or quasi-governmental agency respecting the Property or the operation thereof, or which will materially affect Seller's ability to perform its obligations hereunder or Buyer's ability to use the Property for Buyer's intended use, (3) current use, condition or operation of the Property which violates applicable law or any restrictions of record, (4) special tax or assessment to be levied against the Property, or (5) change in the tax assessment of the Property.
- 9.6 To the best of Seller's knowledge (i) no Hazardous Materials (as hereinafter defined) have been stored at, disposed of or are located in, on or about the Property; (ii) no hazardous materials have been buried or accumulated in, on or about the Property; and (iii) neither the Property nor any part thereof is contaminated by or contains any Hazardous Materials or constitutes "wetlands". To the best of Seller's knowledge, there is no liability, whether asserted or unasserted, fixed or contingent, relating to the Property or any part or parts thereof resulting from any environmental matters, including, without limitation, the discharge, disposal, storage, accumulation, transport, leakage, spillage or other actions or omissions with respect to Hazardous Materials or any breach or violation of any environmental laws. Seller shall indemnify, defend and save harmless


Buyer from and against any and all losses, liabilities, damages, costs and expenses (including, but not limited to, loss of property value, or defects in title to the Property) and reasonable fees and disbursements of Buyer's legal counsel suffered or incurred by Buyer as a result of a release of Hazardous Materials on or under the Property to the extent caused by Seller or Seller's officers, employees, representatives, agents, consultants, contractors, subcontractors, successors, assigns, concessionaires or invitees. As used herein, the term "Hazardous Materials" shall mean: (1) material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive, mutagenic or corrosive, including, without limitation, petroleum, or any petroleum derivative, solvents, heavy metals, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Property is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted, (2) any other substance or matter which results in liability to any person or entity from exposure to such substance or matter under any statutory or common law theory, and (3) any substance or matter which is in excess of relevant and appropriate levels set forth in any applicable federal, state or local law or regulation pertaining to any hazardous or toxic substance, material or waste, or for which any applicable federal, state or local agency orders or otherwise requires removal, remediation or treatment. "Hazardous Materials Laws" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

By Buyer. Buyer hereby represents and warrants to Seller as follows:

9.7 Buyer's execution and delivery of, and performance under, this Agreement is pursuant to valid authority duly conferred upon Buyer and the signatory hereto. To Buyer's knowledge, the consummation of the transactions contemplated hereby and the compliance by Buyer with the

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04/13/21
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04/13/21
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terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of any agreement, understanding, accord, document, or instrument to which Buyer is a party or by which Buyer is bound, or constitute a violation of any applicable law.

- 10. Risk of Loss. Risk of loss to the Property from casualty or condemnation shall be borne by Seller until the Closing Date. If the Property is destroyed, subjected to material damage prior to Closing, or Seller receives notice that all or any portion of the Property may be taken by condemnation or eminent domain, Seller shall immediately notify Buyer, and Buyer may elect in a writing delivered to Seller within ten (10) days after Seller notifies Buyer of the amount of the applicable deductible and the insurance proceeds payable with respect to such casualty, or the nature of the condemnation, as applicable, to: (a) proceed with the Closing and be entitled to all insurance proceeds, plus an amount equal to any deductible, or condemnation awards paid or due as a result of such casualty or condemnation to Seller or (b) terminate this Agreement. If this Agreement is terminated pursuant to clause (b) of this Section 10, Buyer and Seller shall be relieved of any further liability or obligation under this Agreement, except for obligations that specifically survive the termination of this Agreement, and, if such termination occurs during the Feasibility Period, then Buyer shall receive a refund of the Deposit. For the purposes of this Agreement, "material" damage shall mean damage costing \$26,000.00 or more to repair, as reasonably estimated by Seller.
- 11. Notice. Except as otherwise expressly provided in this Agreement, all notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be given by hand, or mailed, postage prepaid, or delivered by recognized overnight courier:

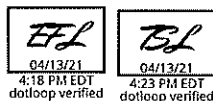
If to Buyer, at: Village of Richfield
 4410 W. Streetsboro Road
 Richfield, Ohio 44286
 Attention: Brian M. Frantz
 Telephone: 330.659.9201, Ext. 501

With Copy to: Walter Haverfield LLP
 1301 East 9th Street, Suite 3500
 Cleveland, Ohio 44114
 Attention: Alejandro V. Cortes

If to Seller: [INSERT]

With Copy to: [INSERT]

A notice shall be deemed duly received when actually received by the party if delivered by hand. A notice shall be deemed duly received three (3) days after the same is placed in the mail, postage prepaid with return receipt requested. A notice shall be deemed duly received one (1) day after the same is deposited with a recognized overnight courier.



12. Default. If Buyer defaults in the performance of any covenant or agreement herein contained, and such failure or default continues for five (5) days following written notice from Seller, then Seller may terminate this Agreement. Upon such termination, the Escrow Agent shall deliver the Deposit to Seller as liquidated damages and as Seller's sole and exclusive remedy and Buyer and Seller shall be relieved of any further liability or obligation under this Agreement, except for obligations that specifically survive the termination of this Agreement. If Seller fails to perform any obligation imposed by this Agreement and such failure continues for five (5) days following written notice from Buyer, then Buyer, in addition to any other remedies in law or in equity available to Buyer, may elect either to terminate this Agreement and receive a return of the Deposit or to sue Seller for specific performance to compel Seller's performance under this Agreement (the parties agreeing that money damages may not be an adequate remedy for a breach of this Agreement by Seller) and/or damages suffered by Buyer including reasonable legal fees and disbursements incurred in connection with such action.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No other conditions, representations, warranties or agreements, expressed or implied, have been made or relied upon by Buyer or Seller.
14. Survival of Representations and Warranties. Except as specifically provided for herein, the representations or warranties contained in this Agreement and in any statement, instrument or certificate furnished pursuant to this Agreement shall survive the Closing and the filing of the Deed for a period of twenty-four (24) months.
15. Assignment; Parties Bound and Benefited. Buyer may freely assign this Agreement and Buyer's rights hereunder without Seller's consent. Seller shall not assign this Agreement without Buyer's prior written consent, which shall not be unreasonably withheld. In connection with any assignment of this Agreement by Buyer or Seller, the assigning party shall not be relieved of any of its obligations hereunder and shall remain fully liable hereunder. This Agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.
16. Real Estate Broker. Buyer and Seller represent and warrant to each other that, other than The Lambert Team (John Lambert and Suzanne Lambert) (collectively, the "Broker"), no broker procured, negotiated or was instrumental in procuring, negotiating or consummating this transaction. Except for any fee due to Broker, which shall be paid by Seller pursuant to a separate agreement, Seller agrees to indemnify and hold harmless Buyer from any claims, demands, actions, losses, damages, costs, expenses (including reasonable attorney's fees) and liabilities that may be based upon or alleged to be based upon any broker's or other party's commission or fee or other compensation with respect to this transaction other than Broker arising through dealings with the Seller. The provisions of this Paragraph 16 shall survive Closing, the filing and/or the recording of the Deed and/or any other termination of this Agreement.

17. Time of the Essence. It is expressly agreed by Buyer and Seller that time is of the essence with respect to this Agreement including, but not limited to, any provisions for the Closing Date or for the delivery of any notice allowed or required under this Agreement, except that, notwithstanding anything in this Agreement to the contrary, if any date for the giving of notice, approval, disapproval, objection or consent, for any waiver or for any other action pursuant to this Agreement shall fall on a Saturday, Sunday or national legal holiday, then such date automatically shall be extended to the next day that is not a Saturday, Sunday or national legal holiday.

18. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[SIGNATURE PAGE TO FOLLOW]

The Parties have executed this Agreement to be effective on the date set forth above.

SELLER:

BUYER:

By: *Timothy S Lawrence*
dotloop verified
04/13/21 4:23 PM EDT
ARDP-9LNO-11CC-SNAC
Timothy S Lawrence Date

By: _____
Michael Wheeler Date
Mayor

By: *Elizabeth F Lawrence*
dotloop verified
04/13/21 4:18 PM EDT
5CKU-ZQJR-GVQM-LH00
Elizabeth F Lawrence Date

By: _____
Sandy Turk Date
Director of Finance

Authorized by Resolution __ - 2021 on _____,
2021

Approved as to Legal Form and Correctness:

Alejandro V. Cortes Date
Director of Law

FISCAL OFFICER'S CERTIFICATION

I, as Director of Finance for the Village of Richfield, Ohio, certify that the money required for the within Purchase Agreement between [Insert] and the Village of Richfield, Ohio, is in the treasury, to the credit of the fund from which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

Sandy Turk
Director of Finance

Date

EXHIBIT "A"

Property

EXHIBIT "B"

Resolution __ - 2021



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: 3771 Grant Street, Richfield, OH 44286

Buyer(s): Village of Richfield

Seller(s): Timothy S Lawrence and Elizabeth F Lawrence

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____.
AGENT(S) 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 principal 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) John and Suzanne Lambert/*The Lambert Team and real estate brokerage Howard Hanna 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.

BUYER/TENANT	DATE
BUYER/TENANT	DATE

<u>Elizabeth F Lawrence</u>	dotloop verified 04/13/21 4:18 PM EDT 0VJM-LSBZ-VFBN-JLM3
SELLER/LANDLORD	DATE
<u>Timothy S Lawrence</u>	dotloop verified 04/13/21 4:23 PM EDT 85QH-W48T-T5IM-OWFJ
SELLER/LANDLORD	DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

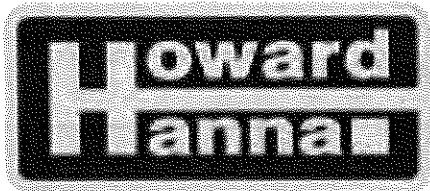
Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:



Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100





John and Suzanne Lambert

Real Estate Services

Our Success is Only Measured By Your Satisfaction

For the property at 3771 Grant Street, Richfield, OH 44286, the following licensees shall act on behalf of the BUYER and SELLER as additional Designated Licenses pursuant to the offer dated 04/13/2021.

*The Lambert Team, Howard Hanna team members

- Suzanne Lambert – Licensed REALTOR®
John Lambert – Licensed REALTOR®
Connor Einhaus – Licensed REALTOR®
Kaleigh Lambert – Licensed REALTOR®
Jackie Lewison – Licensed REALTOR®
Lucy Loper – Licensed REALTOR®
Amy Premwattana – Licensed REALTOR®
Jennifer Schneider – Licensed REALTOR®

Signature of Elizabeth F. Lawrence with dotloop verification stamp

Empty signature box

Seller Date

Buyer Date

Signature of Timothy S. Lawrence with dotloop verification stamp

Empty signature box

Seller Date

Buyer Date

*** Please record all sales with Suzanne Lambert as the PRIMARY agent and John Lambert as the CO-AGENT for recording of sale in the MLS.

*** For all COMMUNICATION regarding this transaction, please contact: Suzanne Lambert (440) 364-4545 suzannelambert@howardhanna.com



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials TL Date 6/2/2020
Owner's Initials SL Date 6/2/2020

Purchaser's Initials Date
Purchaser's Initials Date



2013

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 3771 Grant Street, Richfield, OH 44286

Owners Name(s): Tim + ELiBETH LAWRENCE

Date: 6/3/2020

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date:

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

CITY WATER coming 2020 IF WANTED/NOT MANDATORY

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [X] Yes [] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes [] No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [X] Yes [] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Leak MASTER BEDROOM / DRY WALL REPLACED / ROOF PATCHED AT GUTTER EDGE

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [] Yes [X] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials TL Date 6/20/2020 Owner's Initials JJ Date 6/20/2020

Purchaser's Initials Date Purchaser's Initials Date

Property Address 3771 Grant Street, Richfield, OH 44286

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials TL Date 6/2/2020
Owner's Initials 27 Date 6/15/2020

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 3771 Grant Street, Richfield, OH 44286

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No

If "Yes", please describe: OLD CISTERN FOR WATER STORAGE WAS FILLED WITH SAND WHEN WELL WAS DRILLED - PER CODE

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain?

Yes

No

Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No

If "Yes", please describe: Home was Remodeled Before

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No

If "Yes", please describe: Home was Remodeled Before Historic District was Here and would be Exempt.

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____

List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No

If "Yes", please describe (amount): _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property? Yes No Yes No

1) Boundary Agreement

4) Shared Driveway

2) Boundary Dispute

5) Party Walls

3) Recent Boundary Change

6) Encroachments From or on Adjacent Property

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials FL Date 6/2/2020
Owner's Initials JJ Date 6/2/2020

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Kimothy J Lawrence DATE: 6/2/2020
OWNER: J Lawrence DATE: 6/02/2020

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: _____ DATE: _____
PURCHASER: _____ DATE: _____



DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND 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. Lead poisoning in children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (Seller(s) initials are required.)

TL JS

1. **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):

[Empty box for explanation]

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

TL JS
Seller(s) initials

2. **Records and reports available to the Seller (CHECK ONE BELOW)**

Seller has provided purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[Empty box for list of documents]

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

BUYER'S ACKNOWLEDGMENT (Buyer(s) initials are required.)

[Empty box for Buyer(s) initials]

1. Buyer has received copies of all information listed above.

[Empty box for Buyer(s) initials]

2. Buyer has received the pamphlet "Protect Your Family From Lead In Your Home."

[Empty box for Buyer(s) initials]

3. Buyer has (CHECK ONE BELOW)

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

AGENT'S ACKNOWLEDGMENT (Agent initials are required): [Signature] Agent has informed the Seller of Seller's obligations under 42 U.S.C. 4652(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY: 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.

[Signature] 6/2/2010
SELLER DATE

[Empty box] BUYER DATE

[Signature] 6/2/2010
SELLER DATE

[Empty box] BUYER DATE

[Signature] 6/2/2010
LISTING AGENT DATE

[Empty box] SELLING AGENT DATE

