

RESOLUTION NO. 69-18
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Jo Anne Rau ON THE 19th DAY
OF November, 2018.

**RESOLUTION RATIFYING THE ACTION OF THE CITY MANAGER IN
EXECUTING A PURCHASE CONTRACT WITH HEB INVESTMENTS,
LLC FOR THE PURCHASE OF PROPERTY LOCATED AT 110 WEST
SPRING VALLEY PIKE AND RATIFYING THE ACTIONS OF THE CITY
MANAGER TO TAKE ALL STEPS NECESSARY TO EXECUTE
DOCUMENTS TO EFFECT THE PURCHASE OF SAID REAL
PROPERTY.**

WHEREAS, Council has determined that it would be in the best interest of its citizens to purchase property located in the City of Centerville from HEB Investments, LLC for the purpose of future development or municipal services at 110 West Spring Valley Pike; and

WHEREAS, the City of Centerville has negotiated for the purchase of the real property from HEB Investments, LLC upon terms acceptable to the City; and

WHEREAS, the City Manager, in prior consultation with the City Council at open meeting work sessions called pursuant to Section 121.22 of the Ohio Revised Code, discussed the purchase of the property and was instructed by Council to execute a contract for the purchase of the property for a total amount of up to \$145,030.00; and

WHEREAS, Council has the power to enter into such real property purchase agreement by virtue of its Charter and the provisions of Article VIII, Section 16 and Article XVIII, Section 3 of the Ohio Constitution;

NOW, THEREFORE, BE IT RESOLVED:


Section 1: That the previous action of the City Manager in executing a purchase contract with HEB Investments, LLC for the purchase of property located at 110 West Spring Valley Pike for a total price of One Hundred Forty-Five Thousand, Thirty and no/100 Dollars (\$145,030.00) is hereby ratified. Said Purchase Agreement is marked as Exhibit "A" and incorporated herein.

Section 2: That the previous action of the City Manager in exercising all necessary documents to facilitate a closing for said properties be hereby ratified.

Section 3: That the City Manager is hereby authorized and directed to do any and every thing further necessary to carry out the

terms of the Purchase Agreement and/or the closing on said Property.

PASSED THIS 19th day of November, 2018.



Mayor of the City of
Centerville, Ohio


ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 69-18, passed by the Council of the City of Centerville, Ohio on the 19th day of November, 2018.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

dotloop - paperwork, not paperwork.

CLICK START SIGNING TO BEGIN.

START SIGNING

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Contract to Purchase

Adopted by the
CINCINNATI AREA BOARD OF REALTORS®
DAYTON AREA BOARD OF REALTORS®
For exclusive use by REALTORS®.

This is a legally binding contract. If not understood, seek legal advice.
For real estate advice, consult a REALTOR®.



10/26/2018 (date).

1 1. PROPERTY DESCRIPTION: I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property:
2 Address 110 West Spring Valley Pike Dayton Oh 45458 City/Township Centerville
3 Ohio, Zip Code 45458, County Montgomery Further described as:
4 068 00116 0006; 13 Centerville 1 "Real Estate".

5 2. PRICE AND TERMS: Buyer hereby agrees to pay ~~\$140,000~~ \$145,030
6 ("Purchase Price") for the Real Estate, payable as follows:

7 a) EARNEST MONEY: For purposes of this clause, time is of the essence. \$0
8 ("Earnest Money") shall be submitted for deposit with Coldwell Banker Heritage Realtors
9 within calendar days of the Contract Acceptance Date, as hereinafter defined ("Contract"), in a trust account pending the
10 final settlement and conveyance of the purchase and sale of the Real Estate contemplated in this Contract ("Closing"), or returned
11 to the Buyer if this offer is not accepted in writing. Written acknowledgement of Earnest Money Deposit is included shall
12 be provided to Listing REALTOR® or Seller within calendar days of the Contract Acceptance Date. If acknowledgement
13 of Earnest Money is not provided as stated herein, then Seller, by Seller's sole option, may, by written notice to selling
14 REALTOR® or Buyer, terminate this Contract. Any disbursement of Earnest Money shall be in compliance with Ohio R.C.
15 4735.24, which includes the following stipulations: The Earnest Money shall be disbursed as follows: (i) if the transaction is
16 closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and credited toward brokerage
17 commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any contingency is not satisfied
18 or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties
19 to the Contract or (b) in the event of a dispute between the Seller and Buyer regarding the disbursement of the Earnest Money, the
20 broker is required by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the
21 parties specifying how the Earnest Money is to be disbursed or (b) a final court order that specifies to whom the Earnest Money is
22 to be awarded. If the Real Estate is located in Ohio, and if within two years from the date the Earnest Money was deposited in the
23 broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action
24 to resolve the dispute has been filed, the broker shall return the Earnest Money to the Buyer with no further notice to the Seller.
25 Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement of the
26 Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money.

27 b) BALANCE: The balance of the Purchase Price shall be paid by wire transfer, certified, cashier's, official bank, attorney or
28 title company trust account check on date of Closing, subject to the terms of applicable law.

29 3. FINANCING CONTINGENCY: Buyer intends to use the Real Estate for the following purpose: Owner-occupied
30 Rental Other:

31 CASH: Buyer shall provide written confirmation of available funds on verifiable document from funding source within
32 na calendar days of the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may, by
33 written notice to selling REALTOR® or Buyer, terminate this Contract. Buyer has the right to obtain an appraisal of the Real
34 Estate by a licensed appraiser within na calendar days beginning the day following the Contract Acceptance Date.

35 CONVENTIONAL LOAN: The Buyer's obligation to close this transaction is contingent upon Buyer applying for and
36 obtaining: (a) fixed adjustable or other first mortgage loan on the Real Estate, (b) In an amount not to exceed
37 % of the Purchase Price, (c) at an interest rate at prevailing rates and terms not to exceed %,
38 (d) for a term of not less than years or at a higher rate or shorter term agreeable to Buyer.

39 FHA/VA: The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining (a) FHA,
40 [(1) fixed or (2) adjustable] (including FHA closing costs) or VA (including VA funding fee) first mortgage loan in
41 the maximum allowable amount (b) at an interest rate at prevailing rates and terms not to exceed %,
42 (c) for a term of not less than years or at a higher rate or shorter term agreeable to Buyer. Buyer has been provided
43 the FHA For Your Protection: Get a Home Inspection disclosure. When the Buyer is financing through FHA or VA, the Seller
44 may be required to pay for certain fees. Check with your lending institution. Whole house inspection fees may be paid by the VA
45 Buyer, but must be paid outside of the Closing. On FHA/VA contracts, the appraiser is not deemed to be a whole house inspector.

46 OTHER FINANCING: SEE ATTACHED ADDENDUM
47
48

49 Settlement Charges: In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide
50 marketable title, Seller agrees to pay actual settlement charges on behalf of the Buyer, including, but not limited to, discount points,
51 closing costs, pre-paid and any other fees allowed by Buyer's lender in an amount not to exceed, 0

Buyer's Initials W/D Date / Time 10/27/18 Seller's Initials SB Date / Time
5:35 p.m. 11/01/18
2:15PM EDT
dotloop verified

CLICK START SIGNING TO BEGIN.

START SIGNING

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Property Address: 110 West Spring Valley Pike, Dayton, OH 45458

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52 **Financing Timeframe: IF BUYER FAILS TO PROVIDE CONFIRMATION THAT BUYER HAS COMPLETED ANY**
53 **OF THE REQUIREMENTS OF THE FINANCING TIMEFRAME, AS SET FORTH IN SUBSECTIONS (a) THROUGH**
54 **(c) below, THEN SELLER MAY, AT SELLER'S SOLE DISCRETION, BY WRITTEN NOTICE TO SELLING**
55 **REALTOR® OR BUYER, TERMINATE THIS CONTRACT.**

56 (a) Buyer financing qualification letter based upon initial credit check and preliminary information provided by Buyer stating that
57 such qualification is is not contingent upon the closing of Buyer's other real estate and is attached is not attached
58 shall be provided within na calendar days of the Contract Acceptance Date.

59 (b) Buyer shall complete a loan application, which shall include providing selected lender, with "intent to proceed", including
60 payment for appraisal (if necessary), within na calendar days of the Contract Acceptance Date and will make a diligent
61 effort to obtain financing.

62 (c) Buyer or Buyer's lender shall notify Listing REALTOR® or Seller, in writing, that a loan approval has been obtained or waived
63 within na calendar days of the Contract Acceptance Date.

64 **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AND PROCESSES**
65 **REQUIRED BY A LENDER AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.**

66 **4. APPRAISAL CONTINGENCY:** Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or above
67 final sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed by an appraiser
68 licensed in Ohio. In the event the Real Estate does not obtain an appraised value (by either Buyer's or Lender's appraiser) equal to or greater
69 than the Purchase Price, Buyer shall have the right to terminate this Contract by delivering written notice to Seller on or before the expiration
70 of (i) the time-frame set forth in Section 3 above for obtaining an appraisal in connection with a cash sale or (ii) the time-frame set forth in
71 Section 3 above for obtaining a loan approval (such applicable time period being referred to as the "Appraisal Contingency Period"). If
72 Buyer does not deliver written notice to Seller that Buyer is terminating the Contract prior to the expiration of the Appraisal Contingency
73 Period, then Buyer's right to terminate this Contract due to appraised value shall be deemed waived. Seller shall have ALL utilities
74 servicing the Real Estate on during the appraisal inspection.

75 **5. INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all improvements thereon,
76 all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are now located on
77 the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including window
78 units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm windows/doors;
79 shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace
80 inserts/grates; fireplace screens/glass doors; wood stove; gas logs and starters; television and/or sound system mounting brackets
81 (excluding televisions and/or sound system), aerials/rotor operating boxes/satellite dishes (including non-leased components);
82 water softeners; water purifiers; central vacuum systems and equipment; garage door openers/operating devices; the following
83 built-in appliances: ranges/ovens/microwaves/refrigerators/dishwashers/garbage disposers/trash compactors/humidifiers; all
84 security alarm systems and controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground
85 swimming pools and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents
86 thereof; electronic underground fencing transmitter and receiver collars; and parking space(s) number(s) _____ and
87 storage unit number _____ (where applicable); except the following: which are leased in whole or in part (please check
88 appropriate boxes); water softener; security/alarm system; propane tank; satellite dish; satellite dish components;

89 **THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO THE**
90 **REAL ESTATE) ARE SPECIFICALLY INCLUDED WITH THE REAL ESTATE: _____**

91 **THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE: _____**
92 _____
93 _____

94 **6. CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the items listed in Section 5 and that they will
95 be free and clear of any debt, lien or encumbrances at closing (except as listed in Section 20 of this Contract). Seller also represents
96 that those signing this Contract constitute all of the owners of the title to the real property and other items as listed in Section 5,
97 together with their respective spouses.

98 **7. SELLER'S CERTIFICATION:** Seller certifies to Buyer that to the best of Seller's knowledge: The Real Estate (a) is
99 is not located in a Historic District, (b) is is not subject to a maintenance agreement, (c) is is not located
100 in a flood plain requiring insurance, (d) is is not subject to a municipal pre-sale inspection, disclosure, and/or certification
101 of occupancy; if the Real Estate is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible
102 for completing and submitting the necessary application and will furnish to Buyer or Buyer's agent a copy of the resulting
103 unconditional certificate on or before the date of Closing, (e) no orders of any public authority are pending, (f) no work has been
104 performed or improvement constructed that may result in future assessments, (g) no notices have been received from any public
105 agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions or
106 other similar matters, and (h) to the best of Seller's knowledge, no toxic, explosive or other hazardous substances have been stored,
107 disposed of, concealed within or released on or from the Real Estate and no other adverse environmental conditions within the
108 boundaries of the Real Estate affect the Real Estate except no exceptions SB. Seller further certifies
109 that, to the best of Seller's knowledge, there are no encroachments, shared driveways, party walls, property tax abatements or
110 homestead exemptions affecting the Real Estate except: no exceptions _____ and _____

Buyer's Initials ASD

Date / Time 10/29/18
5:35 pm.

Seller's Initials SB
11/01/18
2:15PM EDT
dotloop verified

Date / Time _____

SAVE DOCUMENT

CLICK START SIGNING TO ACCEPT. All improvements or services (site or area) have been installed or furnished, nor notification received from public utility or owner's association of future improvements of which any part of the costs may be assessed against the Real Estate, except:

113 no exceptions

114 8. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES: Real Estate (a)
115 [] is [X] is not subject to a homeowner association established by recorded declaration with mandatory membership,
116 (b) [] is [X] is not subject to a homeowner association assessment (separate from HOA fees) (c) [] is [X] is not subject
117 to mandatory fees imposed on the real estate [] pool, [] golf course, [] other (separate from HOA
118 fees). Seller further certifies that, to the best of Seller's knowledge, there are no Homeowner Association violations (current or
119 outstanding) affecting the Real Estate except: n/a

120 If the Real Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will, at Seller's expense, provide
121 Buyer with a current copy of documents affecting the real estate including, but not limited to, documents recorded with the county,
122 the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of monthly, annual and
123 special assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the Bylaws and the
124 Articles of Incorporation and other pertinent documents ("Documents") within na calendar days beginning the day
125 following the Contract Acceptance Date. Buyer shall have the right to disapprove of the Documents by delivering written notice
126 of Buyer's disapproval to Seller within na calendar days beginning the day following receipt of Documents
127 ("Disapproval Date"). If written notice of disapproval is delivered by the Disapproval Date, then this Contract shall become null
128 and void. Unless written notice is delivered by the Disapproval Date, Buyer shall be deemed to have approved the Documents and
129 waives the right to terminate the Contract based upon the terms and conditions of same. If Seller fails to provide Documents as
130 required, Buyer has the right to terminate the Contract. Seller agrees, as a condition to Closing, to secure, at Seller's expense,
131 written approval for this sale if required by the Documents. Seller, at Seller's expense, shall provide any letter of assessment
132 required at Closing by the lender and/or title company. Seller certifies that the current HOA fees are: \$ 0
133 [] Monthly [] Quarterly [] Annually and/or [] Other na

134 9. MAINTENANCE: Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate, as
135 described in Section 5, including the grounds and improvements thereon. Seller shall repair or replace any appliances, equipment
136 or systems currently in normal operating condition that fail prior to possession except: no exceptions. Seller
137 further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently,
138 except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real
139 Estate is damaged or destroyed by fire or other casualty, Buyer shall have the option to (a) proceed with the Closing, or (b) terminate
140 this Contract. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any
141 substantial alterations or repairs without the written consent of the Buyer. Buyer and Seller agree that Buyer shall be provided
142 the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to Closing, solely for the
143 purpose of ascertaining that the Seller has maintained the Real Estate as required herein and has met all other contractual
144 obligations. Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

145 10. HOME WARRANTY PROGRAM: Buyer has been informed that home warranty programs may be available to provide
146 potential additional benefits to Buyer. Buyer [] selects [X] does not select a home warranty to be provided by a company to be
147 chosen by and paid for by at an amount not to exceed

148 11. INSURANCE: Buyer's right to terminate this Contract due to property and flood insurance availability and/or cost must be
149 satisfied during the Real Estate Inspection Contingency Period (as defined in Section 14 below). Buyer(s) acknowledges that
150 it is Buyer's sole responsibility to make inquiries with regard to insurance, including, but not limited to, real, flood and personal
151 property insurance availability and cost. BUYER(S) IS RELYING ON BUYER'S OWN UNDERSTANDING OF
152 INSURANCE TO BE OBTAINED.

153 12. PROPERTY DISCLOSURE FORM: Buyer [X] has [] has not received the Ohio Residential Property Disclosure form
154 or [] Seller represents and warrants that Seller is exempt from providing the Ohio Residential Property Disclosure.

155 13. BUYER'S OFF-SITE ACKNOWLEDGEMENT: Buyer acknowledges that Buyer has conducted investigations with
156 regard to the municipality, zoning, school district, and use of the Real Estate and conditions outside of the boundaries of
157 the Real Estate, including but not limited to, crime statistics, registration of sex offenders, noise levels (i.e., airports,
158 interstates, environmental), local regulations/development or any other issues of relevance to the Buyer and has verified
159 that the Real Estate is suitable for Buyer's intended use. Buyer assumes sole responsibility for researching such conditions.
160 Notwithstanding anything to the contrary, Seller makes no representations or warranties with regard to these conditions and the
161 use of the Real Estate. Buyer acknowledges that Buyer has been given the opportunity to conduct research pertaining to any and
162 all of the foregoing prior to execution of this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry
163 with local agencies and is not relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

164 14. REAL ESTATE INSPECTION CONTINGENCY: For purposes of this clause, time is of the essence. The Buyer has the
165 option to have the Real Estate inspected, at Buyer's expense. Buyer shall have up to na calendar days
166 ("Inspection Period") beginning the day following Contract Acceptance Date to conduct all inspections related to the Real Estate.
167 Inspections regarding the physical material condition, insurability and cost of a casualty insurance policy, boundaries, and use of
168 the Real Estate shall be the sole responsibility of the Buyer. Buyer is relying solely upon Buyer's examination of the Real

Buyer's Initials [Signature] Date / Time 10/27/18 5:35 p.m. Seller's Initials SB Date / Time 11/01/18 2:15PM EDT dotloop verified

169 Estate, the Seller's certification herein, and inspections herein requested by the Buyer or otherwise required, if any, for its
170 physical condition and overall character, and not upon any representation by the REALTORS® involved. During the

171 **Inspection Period. Buyer and Buyer's inspectors and contractors shall be permitted access to the Real Estate at reasonable**
 172 **times and upon reasonable notice. Buyer shall be responsible for any damage to the real estate caused by Buyer or Buyer's**
 173 **CLICK START SIInspectors or contractors, which repairs shall be completed in a timely and workmanlike manner at Buyer's expense.**
 174 **a) If Buyer is not satisfied with the condition of the Real Estate as revealed by the inspection(s) and desires corrections to**
 175 **material defect(s), Buyer shall provide written notification of any material defect(s) and the portion(s) of the inspection report**
 176 **which describe the basis for the Buyer's dissatisfaction to the Listing Firm or Seller with a request for corrections desired**
 177 **within the Inspection Period. Buyer and Seller shall have na calendar days beginning the day following the date**
 178 **of delivery of the Post-Inspection Agreement or other written notice requesting corrections ("Settlement Period") to negotiate**
 179 **to reach a written agreement in settlement of the condition of the Real Estate. Delivery of the Post-Inspection Agreement or**
 180 **other written notice requesting corrections to material defects will designate the end of the Inspection Period, if provided**
 181 **prior to the end of the Inspection Period identified above.**

182 **If written settlement of the condition of the Real Estate is not reached within the Settlement Period, Buyer shall have the**
 183 **option to withdraw the written request for corrections within the Settlement Period and accept the Real Estate in "as is"**
 184 **condition. If written settlement is not reached, with signed copies of settlement agreement physically delivered to the parties**
 185 **or their respective agents within the Settlement Period, and Buyer has not withdrawn the request for corrections in writing,**
 186 **this Contract shall be terminated. Buyer shall have the right to terminate the Contract, prior to reaching written agreement**
 187 **with signed copies physically delivered to the parties or their respective agents, during the Settlement Period. Buyer agrees**
 188 **that minor repairs and routine maintenance items are not to be considered material defects with regard to this contingency.**

189 **OR**

190 **b) If Buyer is not satisfied with the condition of the Real Estate, as revealed by the inspection(s) and desires to terminate this**
 191 **Contract, Buyer shall provide written notification to Listing Firm or Seller that Buyer is exercising Buyer's right to terminate**
 192 **this Contract within the Inspection Period, and this Contract shall be terminated.**

193 **If Buyer is satisfied with the results of the inspection(s), Buyer shall deliver written notification to Listing Firm or Seller within**
 194 **the Inspection Period stating Buyer's satisfaction and waiver of the contingency. IF BUYER DOES NOT DELIVER SUCH**
 195 **NOTIFICATION OF SATISFACTION AND WAIVER OF THIS CONTINGENCY OR WRITTEN NOTIFICATION AS**
 196 **IDENTIFIED IN (a) OR (b) ABOVE, WITHIN THE INSPECTION PERIOD, THEN BUYER SHALL BE DEEMED TO**
 197 **BE SATISFIED WITH ALL INSPECTIONS AND THE CONTINGENCY SHALL BE CONSIDERED WAIVED. IF**
 198 **BUYER DOES NOT COMPLETE REAL ESTATE INSPECTION(S) DURING THE INSPECTION PERIOD, BUYER'S**
 199 **RIGHT TO INSPECT SHALL BE DEEMED WAIVED.**

200 **A. BUYER ELECTS TO CONDUCT INSPECTION(S) OF THE REAL ESTATE to determine the material physical**
 201 **condition of the house, land, improvements, fixtures, equipment, any additional structures, and any hazardous conditions**
 202 **on the Real Estate. (The inspection(s) may include, but are not limited to, the following inspections which may or may not**
 203 **be performed by the same or different inspectors on the same or different dates.:**

204 Air Conditioning	Heating	Roofing	Water Quality / Quantity	Structural	Well / Septic System
205 Plumbing	Fireplace	Mold	Electrical	Asbestos	Radon
				Infestations	Any other desired by Buyer

206 **B. BUYER WAIVES THE REAL ESTATE INSPECTIONS in A above with the following exception(s):**
 207 **Buyer acknowledges that Buyer has been advised by REALTOR® to conduct inspections of the Real Estate and has been**
 208 **provided the opportunity to make this Contract contingent upon the results of such inspections.**

209 **C. BUYER SELECTS A TERMITE AND WOOD-BORING INSECT INSPECTION (required by some lenders/types**
 210 **of financing).**
 211 **BUYER WAIVES A TERMITE AND WOOD-BORING INSECT INSPECTION.**

212 **D. LEAD-BASED PAINT INSPECTION: Buyer has has not received the Seller's disclosure of any lead-based**
 213 **paint or lead-based paint hazards known to Seller on the Real Estate. Buyer has has not received the pamphlet**
 214 **"Protect Your Family From Lead in Your Home".**
 215 **BUYER SELECTS THE LEAD-BASED PAINT INSPECTION pursuant to the attached Lead-Based Paint**
 216 **Inspection Addendum, which provides rights and responsibilities that supersede those of the general inspection**
 217 **contingency of this Contract.**
 218 **BUYER WAIVES THE LEAD-BASED PAINT INSPECTION.**
 219 **NOT APPLICABLE.**

220 **SELLER(S) AND REALTORS® SHALL NOT BE RESPONSIBLE FOR ANY UNKNOWN AND/OR DISCLOSED**
 221 **DEFECTS IN THE REAL ESTATE. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN ADVISED BY**
 222 **REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO BUYER AND**
 223 **HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON THE RESULTS**
 224 **OF SUCH INSPECTION(S).**
 225 **BUYER'S INITIALS [Signature] Date / Time 10/23/18 Seller's Initials SB Date / Time _____**
 226 **5:35 p.m.**

11/01/18
2:15PM EDT
dotloop verified

226 **15. PROPERTY SURVEY: Buyer(s) acknowledges that surveys obtained by the lender are not for the benefit of the Buyer.**
 227 **If Buyer elects to have the property surveyed for his benefit, it shall be at Buyer's expense.**

228 **16. OTHER CONTINGENCIES/AGREEMENTS: See attached Addenda which are signed by all parties and incorporated**
 229 **into this Contract: _____**
 230 _____

231		
232		
233	CLICK START SIGNING TO BEGIN.	START SIGNING
234		

235 **17. TITLE INSURANCE:** Title insurance is designed to protect the policyholder of such title insurance for covered losses caused
 236 by defects in title (ownership) to the Real Estate that are in existence on the date and time the policy of title insurance is issued.
 237 Title insurance is different from casualty or liability insurance. Buyer is encouraged to inquire about the benefits of owner's
 238 title insurance from a title insurance agency or provider. An Owner's Policy of Title Insurance, while not required, is
 239 recommended. A Lender's Policy of Title Insurance, if required by the mortgage lender, does not provide protection to
 240 the Buyer. Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to owner's title insurance
 241 prior to Closing.

- 242 Buyer selects an Owner's Policy of Title Insurance.
- 243 Buyer selects an Owner's Policy of Title Insurance at Buyer's expense.
- 244 Seller shall pay an amount not to exceed \$300 towards the purchase of an Owner's Policy of Title Insurance and
 245 Buyer shall be responsible for payment of the balance of the Owner's Policy of Title Insurance premium
- 246 Seller shall pay the entire cost of an Owner's Policy of Title Insurance premium.
 247 Seller's contribution is payable only if Buyer has selected to obtain the Owner's Policy of Title Insurance at Closing, so
 248 that Seller's contribution may be deducted from the proceeds paid to Seller at Closing. This amount shall be in addition to
 249 Seller-paid settlement charges stated in Section 3, if any.

250 **18. TAXES AND ASSESSMENTS:** At Closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and
 251 assessments, including penalties and interest, which became due and payable prior to the Closing, (b) a pro rata share, calculated
 252 as of the closing date in the manner set forth below, of the taxes and assessments becoming due and payable after the closing, and
 253 (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to recoupment if the Real
 254 Estate were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Buyer has indicated that
 255 Buyer is acquiring the Real Estate for agricultural purposes. If checked, Buyer hereby states that Buyer will use Real Estate
 256 for agricultural purposes and expressly waives Seller's payment to Buyer of the estimated agricultural tax savings subject to CAUV
 257 recoupment.

258 **TAX PRORATIONS:** All prorations shall be based upon the most recent available tax rates, assessments and valuations. It is the
 259 intent of the Seller and Buyer that each shall pay the real estate expenses as follows:

260 Seller's share is based upon the taxes and assessments which are a lien for the year of the Closing. Long Proration Method - Seller pays
 261 entire taxes due which cover the tax period(s) up to the date of Closing. If new construction, Long Proration method shall apply.

262 Short Proration Method: ONLY CHECK THIS BOX IF THE SHORT PRORATION METHOD IS TO BE USED - Seller's
 263 share shall be calculated as of the date of Closing, based upon the amount of the annual taxes (as determined by the most
 264 recently assessed tax amounts) to establish a daily rate of taxes and then multiplying the daily rate by the number of days from
 265 the first day of the current, semi-annual tax period to the date of Closing. If checked, the Short Proration Method shall be
 266 applicable and shall supersede the provision to use the Long Proration Method.

267 **ASSESSMENTS:** Any special assessments are payable in a single annual installment and shall be prorated on the long proration method.
 268 Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ
 269 from the amounts prorated at Closing; however, all Closing prorations shall be final, except for the following (if applicable): (i.e.,
 270 tax abated property, new construction, etc.) no exceptions Buyer
 271 shall assume responsibility for above items upon Closing. The Real Estate may contain a newly-constructed residence which at
 272 the time of Closing does not yet appear on the most recent official tax duplicate available, so that the tax bill prorated at the Closing
 273 shows taxes for only the vacant or partially improved land. Seller agrees that Seller is responsible for the amount of all real estate
 274 taxes assessed for the land and the residence through the date of Closing, regardless of when assessed, and if one or more tax bills
 275 are issued after the Closing which show taxes which were not prorated by Seller and Buyer at the Closing, Seller shall immediately
 276 pay the additional appropriate prorated amount to Buyer upon delivery by Buyer of the new tax bill(s). This provision shall survive
 277 the Closing and delivery of the deed, and the REALTOR[®] shall not be responsible for enforcement of this provision. Buyer shall
 278 be solely responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

279 **19. OTHER PRORATIONS:** It is the intent of the Seller and Buyer that each shall pay the real estate expenses listed in (a) and
 280 (b) below due for the period of time that each owns the Real Estate. There shall be prorated between Seller and Buyer as of
 281 Closing: (a) homeowner/condominium association assessments and other charges imposed by the association under the terms of
 282 the Association/Condominium Documents, if applicable, as shown on the most recent official Association statement available as

Buyer's Initials ASD Date / Time 12/22/18 Seller's Initials SB Date / Time _____
5:05 p.m. 11/01/18
2:15PM EDT
dotloop verified

283 of the date of Closing, and/or, (b) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage
 284 deposits held by Seller shall be transferred to Buyer at Closing without proration. Seller and Buyer acknowledge that prorations
 285 are based on the information provided at closing and that actual amounts charged and/or collected for prorated items may differ;
 286 however all Closing prorations shall be final.

287 **20. CONVEYANCE AND CLOSING:** Closing services will be provided by title company designated by Buyer:
 288 Home Services Title (name of title company, if known).
 289 Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. At Closing, Seller shall be responsible
 290 for transfer taxes, Condominium or HOA transfer fees, conveyance fees, deed preparation, settlement fees chargeable to Seller,
 291 the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by this

292 Contract, and shall convey marketable title (as determined with reference to the Ohio State Bar Association Standards of Title
 293 Examination) to the Real Estate by recordable and transferable deed of general warranty or fiduciary deed, if applicable, in fee
 294 SIMPLE with release of dower. Date of Closing will be 11/16/2018 START SIGNING
 295 mutually agreed by the parties. Title shall be free, clear and unencumbered as of Closing, with the exception of the following, if
 296 applicable: (1) covenants, conditions, restrictions and easements of record, (2) legal highways, (3) any mortgage expressly assumed
 297 by Buyer and agreed to by Seller's current lender in writing, (4) all installments of taxes and assessments becoming due and payable
 298 after Closing, (5) zoning and other laws, (6) homeowner/condominium association fees becoming due and payable after Closing,
 299 and (7) the following assessments (certified or otherwise): _____ Seller shall
 300 have the right at Closing to pay out of the Purchase Price any and all encumbrances or liens. Make deed to:
 301 TBD

302 **21. POSSESSION AND OCCUPANCY:** For purposes of this clause, time is of the essence. Subject to rights of tenants,
 303 possession/occupancy shall be given at Closing on or before _____ o'clock (A.M.) (P.M.) (Noon)
 304 EASTERN/DAYLIGHT STANDARD TIME on _____, or such earlier date that the Seller
 305 so notifies the Buyer. Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but
 306 shall pay for all utilities used. Seller shall order final meter readings to be made as of the occupancy date for all utilities serving the Real
 307 Estate and Seller shall pay for all final bills rendered from such meter readings. Seller acknowledges and agrees that prior to Buyer taking
 308 possession of the Real Estate, Seller shall remove all personal possessions not included in this Contract and shall remove all debris. If
 309 Seller fails to vacate as agreed in this Contract or any attached post-closing occupancy agreement, Seller shall be responsible for
 310 all additional expenses, including attorney's fees, incurred by Buyer to take possession as a result of Seller's failure to vacate.

311 **22. AGENCY DISCLOSURES:** Buyer and Seller acknowledge having reviewed the attached state-mandated agency disclosure
 312 statement(s).

313 **23. COMPANY SPECIFIC PROVISIONS:**
 314 _____
 315 _____
 316 _____



317 **24. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT:** Seller and Buyer acknowledge that REALTOR® shall disclose
 318 this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S.
 319 participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and Buyer
 320 acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without the consent
 321 of the parties. Seller and Buyer authorize REALTOR® to disclose financing settlement charges paid by seller and other concession data
 322 upon inquiry and to the M.L.S. sold database, as applicable, to the extent necessary to adjust price to accurately reflect market value.

323 **25. SOLE CONTRACT:** The parties agree that this Contract constitutes their entire agreement and no oral or implied agreement
 324 exists. Any acceptance of, amendments and/or extensions to this Contract shall be in writing, signed by all parties and
 325 copies shall be included with all copies of the original Contract. This Contract shall be binding upon the parties, their heirs,
 326 administrators, executors, successors and assigns. Faxes and internet transmissions are an acceptable method of communication
 327 for physical delivery of the Contract in this transaction and shall be binding upon the parties.

328 **26. ELECTRONIC SIGNATURES:** Manual or electronic signatures on contract documents, transmitted in original, facsimile
 329 or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in
 330 connection with this Contract.

331 **27. INDEMNITY:** Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information provided
 332 herein or supplied by Seller or Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and agree to
 333 indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages, lawsuits,
 334 liabilities, costs and expenses (including reasonable attorney's fees) arising out of any referrals, misrepresentation or concealment
 335 of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

336 **28. ELECTRONIC/WIRE FRAUD:** Email is not always secure or confidential. Never respond to a request that you send funds
 337 or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers, by email.
 338 If you receive an email message concerning a transaction and the email requests that you send funds or provide nonpublic
 339 personal information, do not respond to the email and immediately contact the known individual/entity with whom you have an
 340 established relationship using a separate verified method of communication to determine/notify of suspected email fraud.

Buyer's Initials  Date / Time 10/27/18 5:35 p.m. Seller's Initials  Date / Time _____
 11/01/18 2:15PM EDT dotloop verified

341 **29. ACKNOWLEDGMENT:** Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision
 342 in this Contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in this Contract
 343 must be directed to Buyer's/Seller's attorney. In the event the Broker provides to Buyer or Seller names of companies or sources for
 344 such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the
 345 services and/or products of such companies or sources.

346 **30. CONTRACT ACCEPTANCE DATE:** As used herein, the Contract Acceptance Date shall be defined as the date on which
 347 all provisions of the Contract have been accepted and agreed by all parties to the Contract, and the document reflecting the final
 348 signatures of acceptance has been physically delivered to the other party ("Contract Acceptance Date").

349 **31. EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing on this Contract form, with this form
 350 physically delivered to Buyer or Buyer's agent on or before _____ o'clock (A.M.) (P.M.)
 351 (Noon) EASTERN/DAYLIGHT STANDARD TIME _____. The Buyer has read, fully
 352 understands and approves the foregoing offer and acknowledges receipt of a signed copy. Buyer certifies that the signatory(ies)
 353 below has/have full authority to enter into this agreement and that no additional signatories, spouse or otherwise, are necessary in

354 order to purchase the property.

CLICK START SIGNING

City of Centerville
Buyer's Name

Buyer's Signature
Scott Liberman

Buyer's Signature
Scott Liberman, City Municipal Attorney
Approved as to Form

Date/Time
10/29/18 5:35 PM

dotloop verified
10/28/18 08:53 PM EST
FRCP-KZQ-ATL-K-RPPD

355 32. ACTION BY SELLER: The undersigned Seller has read and fully understands the foregoing offer. Seller certifies that the
 356 signatory(ies) below has/have full authority to enter into this Contract and that no additional signatories, spouse or otherwise, are
 357 necessary in order to convey the Real Estate. Seller hereby: accepts said offer and agrees to convey the Real Estate according
 358 to the above terms and conditions, rejects said offer, or counteroffers according to the above modifications initiated and
 359 dated by Seller, which counteroffer shall become null and void if not accepted in writing on this Contract form, with this form
 360 physically delivered to Seller or Seller's agent on or before _____ o'clock (A.M.) (P.M.) (Noon)
 361 EASTERN/DAYLIGHT STANDARD TIME

Print Seller's Name
Scott Braum

Print Seller's Name

Seller's Signature
Scott Braum, President, HEB Investments, LLC

Seller's Signature

Date/Time
11/01/18 2:15PM EDT
TNGO-JVPD-JLRB-EIMI

Seller's Address
812 East Franklin Street, Dayton, OH 45459

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.]

COMPLETE THE SECTIONS BELOW FOR ADMINISTRATIVE PROCESSING

CONTRACT ACCEPTANCE DATE: Contract terms dictate that physical delivery of final signature(s) on this contract form to the other party constitutes contract acceptance. Delivery of final contract to other party is to be made on the date of final signature(s).

DATE OF FINAL SIGNATURE ON _____
(Date/Time)

RECEIPT OF EARNEST MONEY DEPOSIT: Failure to provide written verification as provided in Section 2 of the Contract to Purchase may result in Seller's termination of the Contract.

I hereby certify receipt of Earnest Money (check/money order # _____ wire/electronic transfer # _____ cash, other _____) in the amount of \$ _____.

I further certify that the funds shall be submitted for deposit in accordance with Ohio law and acknowledge that failure to deposit in a timely manner is a violation of license law.

Print REALTOR®'s Name/Firm _____ REALTOR®'s Signature _____ Date/Time _____

THIS IS INFORMATION IS REQUIRED FOR TITLE, LENDER AND ADMINISTRATIVE PROCESSING
 The signatories below grant permission to the settlement agent to provide to their respective Real Estate Broker or their authorized Sales Associates, copies of the Closing Disclosure and the Settlement Statement for review prior to Closing.

Seller's Signature _____ Date/Time _____
 Buyer's Signature _____ Date/Time _____

SELLING/BUYER'S REALTOR® Firm: Coldwell Banker Heritage
 Address 4060 Executive Dr, Beavercreek, OH 45430
 Broker Firm State License Number BRK.0700333098 Broker Firm MLS ID HRTG01
 Contact (Agent) Name Kimberley A Graeter
 Contact (Agent) State License Number 3010000797 Agent MLS Number graetkim109
 Contact (Agent) Email and Phone 937-776-6938 Kimberley.graeter@coldwellbanker.com

CLICK	(Principal) Broker Name	Melissa Zimmer	
	TART SIGNING TO BEGIN	START SIGNING	
	LISTING)SELLER'S REALTOR® Firm:	Coldwell Banker Heritage Realtors	
	Address	4060 Executive Drive Beavercreek Ohio 45430	
	Broker Firm State License Number	BRK 0700333098	Broker Firm MLS ID HRTG01
	Contact (Agent) Name	Gerald Ellis	
	Contact (Agent) State License Number		Agent MLS Number
Contact (Agent) Email and Phone	jeyarcoldwell@gmail.com		
		9374347600	
(Principal) Broker Name	Melissa Zimmer		

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