

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 173

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR CERTAIN PROPERTY LOCATED AT 16028 SHURMER ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, the City deems it to be in the best interest to purchase a vacant parcel of property located at 16028 Shurmer Road for municipal public purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council hereby authorizes the Mayor to enter into a Purchase Agreement for the acquisition of property located at 16028 Shurmer Road, a copy of such Purchase Agreement is attached hereto as Exhibit "1," for property identified as PPN 397-07-003.

Section 2. That upon receipt of a duly executed General Warranty Deed from **WALTER F. EHRNFELT, III TRUSTEE, U/A ANNE E. EHRNFELT, DATED 6/11/2013**, conveying said property to the City and evidence of title satisfactory to the Law Director, the Clerk of Council is hereby directed to cause the said General Warranty Deed to be recorded with the Cuyahoga County Fiscal Officer.

Section 3. That the Mayor and Director of Finance are hereby further authorized and directed to take any and all other necessary steps, to execute on behalf of the City any and all other documents necessary to effectuate and finalize the purchase, and to carry out all terms and conditions of the Purchase Agreement.

Section 4. That the Director of Finance be and is hereby authorized and directed to pay to the Escrow Agent the amount required in Exhibit "1."

Section 5. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

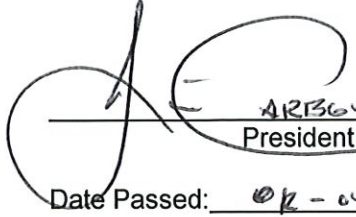
Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into an agreement for the purchase of such property in order to further economic development and

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improve lots and lands in the City. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.



 ARBGM
 President of Council
 Date Passed: 12-04-2023

Approved: _____
 ARBGM
 Acting Mayor
 Date Approved: 12 04 2023

Attest: 
 Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Clark	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Kaminski	<input checked="" type="checkbox"/>	_____
Kosek	<input checked="" type="checkbox"/>	_____
Roff	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____

Ord. No. 2023-173 Amended: _____
 1st Rdg. 12-4-23 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

 Public Hrg. _____ Ref: _____
 Adopted: 12-4-23 Defeated: _____

Yes MLS / RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER:** The undersigned City of Strongsville offers to buy the

2 **PROPERTY:** Located at 16028 Shurmer Road - Vacant Land,

3 City Strongsville, Ohio, Zip Code 44136.

4 Permanent Parcel No. 397-07-003, and further described as being: residential vacant land,

5 approximately 256' x 300'

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and n/a controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen
12 refrigerator;

13 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning;

14 gas grill; fireplace tools; screen, glass doors and grate; all existing window treatments;

15 ceiling fan(s); wood burner stove inserts; gas logs; and water softener.

16 Also included: n/a

17 Fixtures NOT Included: n/a - Vacant Land

18 _____

19 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, shall become a
20 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before

21 _____ (Date). BUYER shall have the right to terminate this secondary offer at any time prior to
22 BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the SELLER or
23 the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
24 within four (4) days and BUYER and SELLER agree to sign an addendum, listing the date for loan application, loan
25 approval, deposit of funds and documents, title transfer and possession.

26 **PRICE:** Buyer shall pay the sum of.....\$149,900.

27 Earnest money payable to Infinity Title Agency in the amount of \$ n/a

28 In the form of a check other: Note which shall be
29 redeemed immediately upon receipt of a binding agreement (as defined

30 on lines 238-246) and

31 Balance of cash to be deposited in escrow.....\$149,900.

32 Mortgage loan to be obtained by Buyer.....\$ _____

33 Conventional, FHA, VA, Other Cash Transaction

34 Subject to the approval of Strongsville City Counsel

35 _____

36 **FINANCING:** Buyer shall make a written application for the above mortgage loan and order appraisal and provide
37 documentation to Seller of said application within n/a days and shall obtain a commitment for that
38 loan no later than n/a days after acceptance of this offer. If the closing date cannot occur by the
39 date of closing due to no fault of either party, any government regulation or lender requirement, the date of closing
40 shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business
41 days. At the Seller's written election, if, despite Buyer's good faith efforts, that commitment has not been obtained,
42 then this Agreement shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest

[Signature] 12-05-23
BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
 96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
 97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
 98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
 99 in which case Seller shall pay the entire escrow fee), and h) _____.
 100 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
 101 \$ n/a from the proceeds due Seller for payment of Seller's final water and
 102 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

103 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
 104 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
 105 deed and any mortgage, d) a \$395 Buyer Broker Fee to On Target Realty, Inc _____. If the closing
 106 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
 107 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
 108 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and
 109 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
 110 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
 111 which Brokers may disburse to other parties to the transaction.

112 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
 113 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
 114 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
 115 Limited Home Warranty Plan issued by n/a _____. The cost of \$ n/a _____
 116 shall be paid by Buyer Seller through escrow.

117 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
 118 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
 119 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
 120 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
 121 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
 122 understands that all real property and improvements may contain defects and conditions that are not readily
 123 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
 124 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
 125 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
 126 inspectors regarding the condition and systems of the property.

127 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
 128 **need for the inspections listed below.**

129 **Waiver:** (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
 130 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
 131 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice		Inspections	Expense	
Yes	No		BUYER	SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER..... _____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>

jc 12523
 BUYER'S INITIALS AND DATE

 SELLER'S INITIALS AND DATE

143 (list other inspections)n/a

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

- 145 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
- 146 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
- 147 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
- 148 full force and effect; **OR**
- 149 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
- 150 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
- 151 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
- 152 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
- 153 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
- 154 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
- 155 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
- 156 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
- 157 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned
- 158 to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for
- 159 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
- 160 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
- 161 Terminate this agreement if written inspection report(s) identify material latent defects not previously
- 162 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
- 163 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
- 164 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
- 165 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
- 166 other or to the broker(s) (see line 227).

167 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex
 168 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to
 169 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office
 170 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex
 171 offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a
 172 sex offender resides in the area of any property Buyer may purchase.

173 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased
 174 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential*
 175 *Property Disclosure Form* or identified by any inspections requested by either party or any other
 176 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional
 177 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not
 178 relied upon any representations, warranties, or statements about the property (including but not limited to its
 179 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 180 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
- 181 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of
- 182 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of
- 183 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

184 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
 185 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
 186 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
 187 received from governmental agencies to inspect or correct any current building code or health violations. If
 188 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
 189 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
 190 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
 191 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 227)

192 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
 193 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
 194 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

 BUYER'S INITIALS AND DATE

 SELLER'S INITIALS AND DATE

195 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements
196 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
197 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges
198 that Brokers and their agents have not made any representations, warranties, or agreements, express or implied
199 regarding the condition or use of the property, including but not limited to any representation that: (a) the basement,
200 crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling,
201 plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional;
202 (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or
203 lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas,
204 urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is
205 not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate
206 agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and
207 private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list
208 any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this
209 property (if none, write "none")

210 none.

211 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
212 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
213 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
214 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
215 earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller
216 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

217 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
218 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
219 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
220 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
221 Other RPD Exemption form
222 are made part of this Agreement. The terms and conditions of any addenda will supersede any conflicting
223 terms in the Purchase Agreement.

224 **ADDITIONAL TERMS:** Infinity Title Agency to handle title and escrow services.

225

226

227 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
228 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
229 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
230 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
231 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
232 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has
233 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all
234 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker
235 against the real estate commission owed the broker as a result of said closing. If said earnest money
236 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
237 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

238 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
239 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
240 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
241 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
242 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
243 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

244 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
245 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
246 calendar days.

247 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

248 BUYER Address _____

249 Print Name _____ ZIP _____

250 BUYER Date _____ Phone _____

251 Print Name _____ Email _____

252 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
253 funds a commission of \$ _____ or per listing agreement _____ percent (_____ %) of the

254 purchase price to On Target Realty, Inc. _____ (Selling Broker) 20020 Detroit Road, Rocky River, Ohio 44116 _____ (Office)

255 and \$n/a _____ plus _____ percent (_____ %) of the

256 purchase price to n/a _____ (Listing Broker) _____ (Office)

257 SELLER Address _____

258 Print Name _____ ZIP _____

259 SELLER Date _____ Phone _____

260 Print Name _____ Email _____

261 Selling Agent Name, RE License Number, Team

Listing Agent Name, RE License Number, Team

262 Leader Name (if applicable), Telephone, Email:

Leader Name (if applicable), Telephone, Email:

263 John Vrsansky, Jr.

John Vrsansky, Jr.

264 Broker License #220729

Broker License #220729

265 216-849-6775

216-849-6775

266 John@OnTargetRealty.com

John@OnTargetRealty.com

267 _____

268 Selling Brokers Name, BR License Number,

Listing Brokers Name, BR License Number

269 Telephone and Email:


Telephone and Email:

270 _____

271 _____

272 _____

273 _____

 12 5 33
BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE



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: Vacant Land - PP# 397-07-003 - 16028 Shurmer Road, Strongsville, Ohio 44136

Buyer(s): City of Strongsville

Seller(s): Walter F. Ehrnfelt, III, Trustee

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 Vrsansky, Jr. and real estate brokerage On Target Realty, Inc. 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.

Jane Carlson 12 5 2027
BUYER/TENANT DATE

(Acting Mayor)
BUYER/TENANT DATE

SELLER/LANDLORD DATE

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



A handwritten signature in blue ink, enclosed in a square box.



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

On Target Realty, Inc.

We are pleased you have selected On Target Realty, Inc. to help you with your real estate needs. Whether you are selling, buying or leasing real estate, On Target Realty, Inc. can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With On Target Realty, Inc.

On Target Realty, Inc. does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but On Target Realty, Inc. and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. On Target Realty, Inc. will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.



In the event that both the buyer and seller are represented by the same agent, that agent and On Target Realty, Inc. will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties On Target Realty, Inc. has listed. In that instance On Target Realty, Inc. will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When On Target Realty, Inc. lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. On Target Realty, Inc. does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because On Target Realty, Inc. shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and On Target Realty, Inc. will be representing your interests. When acting as a buyer's agent, On Target Realty, Inc. also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name _____ (Please Print)

Signature _____ Date _____

Buyer: James Carboni
Name Christy Meyer (Please Print)

Signature James Carboni Date _____



ESTIMATED BUYER EXPENSES

The figures below are estimates only. Actual lender and escrow estimates from one lender to another may vary. The below estimates are provided as a courtesy and reflect usual buyer-side expenses. Buyers should obtain written estimates from lender and title company.

Purchase Price : 149,900

Lender Closing Costs 0

Lender Points 0


1/2 Escrow Fee 150

1/2 Title Insurance 475

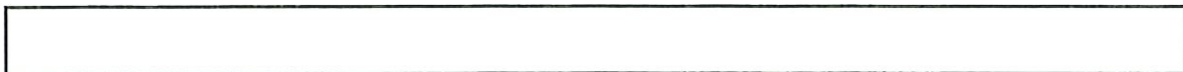
Buyer Broker Fee 395

Misc. 200

Total 1220

 James Carlson (Acting Mayor)

Buyer



Buyer

**CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL**

TO: Neal Jamison, Law Director

FROM: Marialena Beach, Council Secretary

DATE: December 5, 2023

SUBJECT: Purchase Agreement – Property located at 16028 Shurmer Road
Walter F. Ehrnfelt, III Trustee, U/A Anne E. Ehrnfelt, Dated 6/11/2013
Ordinance No. 2023-173

Attached please find a certified copy of Ordinance No. 2023-173, authorizing the Mayor to enter into a purchase agreement for certain property located at 16028 Shurmer Road, along with the original agreement documents.

In accordance with Section 2 of the Ordinance and after complete execution of the agreement, please have the warranty deed recorded with the Cuyahoga County Fiscal Office.

After doing so, **please forward either the original or a fully executed copy of the purchase agreement and recorded documents back to the Council Office** to be retained with Ordinance No. 2023-173.

Thank you.

MB
Attachments