

CONTRACT TO PURCHASE

1. **Parties.** The undersigned, Batya Selevan (“Purchaser”) hereby offers to purchase from the Village of Greenhills, Ohio (“Seller”) the following described real property, together with all improvements thereon and with all appurtenant rights, privileges and easements, but subject to easements and restrictions of record, located in Hamilton County, Ohio, known as 7 Chalmers Lane, Greenhills, Ohio 45218 (the “Property”).

2. **Purchase Price and Earnest Money.** The Purchase Price shall be Thirty Six Thousand Four Hundred and 00/100 Dollars (\$36,400.00) for the dwelling known as 7 Chalmers Lane, and Three Thousand Six Hundred and 00/100 Dollars (\$3,600.00) for the detached garage now known as “9-B” to be further described as set forth below. The Purchase Price shall be paid by good funds in the form of a cashier’s check or wire transfer into the escrow account of the title company and shall be payable upon delivery of deed (the “Closing”) on the date (the “Closing Date”) set forth herein, or at such sooner time as is mutually agreeable to the parties. Purchaser shall pay to Seller an Earnest Money Deposit (“Deposit”) to apply toward the purchase price, in the amount of Five Hundred and 00/100 Dollars (\$500.00) upon Purchaser’s execution of the Contract.

3. **Property.** Seller shall perform a boundary survey and provide Purchaser with the recordable legal description of the dwelling and garage located on the Property.

The Property shall include all appurtenant rights, privileges, common areas and facilities, easements, fixtures and all of the following items if they are now located on the Property and used in connection therewith: electrical, plumbing, heating and air conditioning equipment and fixtures, including window units; bathroom fixtures; blinds; awnings; curtain/drapery/traverse rods; light fixtures; window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace inserts; fireplace screens/glass doors; wood stoves; gas logs and starters; television aerials/rotor operating boxes/satellite dishes; water softeners; water purifiers; garage door openers/operating devices; all built-in ranges, ovens, refrigerators, dishwashers, garbage disposers, trash compactors and humidifiers; all security alarm systems and controls; all affixed or built-in furniture/fixtures; and utility/storage buildings or sheds.

The following items are specifically excluded from the Property: NONE.

The following items are specifically included with the Property: See items listed above.

Except as expressly set forth above, the Property is being sold “AS IS” and Seller makes no representation or warranty, either express or implied, regarding the condition of the Property or its suitability for Purchaser’s intended use. Purchaser currently occupies the Property as a Tenant of Seller and is relying upon Purchaser’s own knowledge, inspections and investigation of the Property to determine the condition and suitability of the Property. Seller is not required to complete an Ohio Real Property Disclosure Form pursuant to Ohio Revised Code Section 5302.30(k).

4 **Seller Certifications.** Seller certifies that Seller owns all of the above items included in the sale and that they will be free and clear of any debt, lien or encumbrances at Closing. Seller certifies that to the best of Seller’s knowledge: (a) the Property is zoned residential, (b) no City,

County or State orders have been served upon Seller requiring work to be done or improvements performed; (c) there is no litigation pending, or to the best of Seller's knowledge, threatened, relating to the Property, (d) there presently exist no defects or conditions known to Seller which would adversely affect the Property, and (e) there are no encroachments or mechanic's liens against Seller which could affect title to the Property.

5. **Contingencies.** This Contract is contingent upon:

a) Purchaser securing a first mortgage loan on the Property for an amount acceptable to Purchaser upon commercially reasonable terms. Purchaser shall exercise good faith and due diligence in applying for such financing within three (3) days of the execution of this Contract and will provide evidence to Seller that Purchaser has been approved for such financing within fourteen (14) days of the execution of this Contract. If Purchaser fails to provide Seller with evidence of a loan commitment within such time frame, Seller may cancel this Contract by written notice to Purchaser and retain the Earnest Money as liquidated damages.

b) Adoption of an Ordinance by the Council of the Village of Greenhills authorizing and ratifying the execution of this Contract and the sale of the Property on or before the closing date.

c) If the Purchaser has not given the Seller written notice of the failure of any of the contingencies within the applicable time period as set forth in each contingency, the contingencies shall be deemed to have been waived and the Purchaser shall not have the right to terminate this Contract hereunder.

d) At Closing, Seller and Purchaser shall execute all necessary easements for party walls and access to existing utilities as required for the use and maintenance of the dwellings located at 5-7-9 Chalmers and for access to and from the garage unit 9-B. All easements shall be recorded with the Hamilton County, Ohio Recorder's office.

e) At Closing, there shall be a deed restriction agreed upon and accepted by the Purchaser that the Property may only be occupied by the owner of the property, and no leasehold interest or general tenancy in others shall be created by the owner of the property for a 10 year period from the date of the deed from Seller to Purchaser. Notwithstanding the foregoing, the sale of the Property through a land contract shall not be deemed to be the rental or lease of the property and shall not be subject to the provisions of this covenant. The provisions of this covenant herein shall run with the land and be enforceable against Grantee and his successors and assigns.

6. **Title.** Seller shall convey marketable fee simple title to the Property by limited warranty deed, in transferable and recordable form, at the Closing on or before _____, 201___, free, clear and unencumbered as of the Closing Date, except for real estate taxes, general and special assessments, certified or otherwise, if any, zoning ordinances, and easements, reservations, limitations, and restrictions of record as of the date of acceptance hereof which do not affect the marketability of the title to the Property. Seller shall have the right to remove any and all encumbrances or liens out of the purchase monies at the Closing and shall reserve all necessary easements and prepare all party walls agreements as necessary for the remaining attached units. Purchaser shall execute all easements and party wall agreements at closing. Seller shall pay for the cost of preparing the deed, for all state and/or county transfer taxes required to be paid upon any

conveyance, for the cost of recording corrective instruments and survey plats, and for the cost of removing or discharging any defect, lien or encumbrance required for the conveyance of the Property as required by this Contract. All other closing costs shall be paid by Purchaser. The Seller's cash due at Closing shall be adjusted for all closing costs and prorations.

7. **Prorations and Security Deposit.** Based on the most recent real estate tax bill, all real estate taxes and final assessments, general or special, certified to the County Auditor, if any, shall be prorated as of the Closing Date, and after such proration is made Purchaser shall be responsible for paying all installments of such taxes and assessments as they become due. Rent shall be prorated as of the date of the Closing and the Purchaser's Security Deposit in the amount of \$450.00 shall be credited to Purchaser by Seller at Closing.

8. **Damage.** Purchaser is currently occupying the Property. If, prior to Closing, the Property is damaged or destroyed by fire or other casualty, and the Property is not repaired or restored to the condition it was prior to the damage or destruction, by Seller and Purchaser's respective insurance companies, then Purchaser shall have the option to terminate this Contract by written notice to Seller, and in such event the Earnest Money shall be promptly refunded to Purchaser.

9. **Pre-Closing Issues.** While this Contract is pending, Purchaser shall not make any substantial alterations or repairs without the prior written consent of Seller. Until physical possession is delivered to Purchaser, Seller shall remain responsible for any risk of loss and for maintaining a standard all risk insurance policy for the Property.

10. **Possession.** Purchaser is currently in possession of the Property and Purchaser is paying all utilities. At Closing, Purchaser shall have Seller's name removed from all utility bills. In addition, Purchaser shall continue to pay rental payments as they become due prior to Closing. Rent payments shall be prorated between Seller and Purchaser as of the date of Closing.

11. **Entire Agreement; Binding Effect.** This offer, when accepted, shall constitute a binding contract and the entire agreement of the parties (the "Contract"), and no oral representations, oral or implied agreements or understandings shall vary the terms of such Contract. This Contract shall be binding upon the parties, their respective heirs, administrators, executors and assigns.

12. **Default.** The Deposit shall be held by Seller pending closing. In the event of Purchaser's default, the earnest money shall be forfeited and paid to Seller as liquidated damages, to apply to any damages incurred by Seller as a result of Purchaser's breach.

13. **No Broker.** Seller and Purchaser represent and warrant that neither party has employed the services of a real estate broker in connection with this transaction. Each party agrees to indemnify and save and hold the other party hereto harmless from any and all liability for or expense in connection with any commission due or alleged to be due to any real estate broker employed by the other party in connection with this transaction.

14. **LEAD PAINT DISCLOSURES.** Purchaser acknowledges receipt of U.S.E.P.A. Lead Based Paint Disclosure and Lead Based Paint Inspection Addendum. (only applicable for houses built prior to 1978)

15. **RESIDENTIAL PROPERTY DISCLOSURE FORM.** Purchaser acknowledges that Seller is exempt from completion of the State of Ohio Residential Property Disclosure Form under O.R.C. Section 5302.30 (k).

16. **Time of Expiration of Offer.** This is an offer to Purchase from Purchaser and shall remain open for acceptance until 6:00 p.m. Cincinnati time on _____, 2011. Purchaser shall deliver a copy hereof to Seller to be received by such time. If Purchaser has not delivered a copy hereof, signed by Purchaser, on or before that time, then this offer shall be null and void. However, the lease arrangement between Seller and Purchaser shall remain in full force and effect.

Executed by Purchaser at Cincinnati, Ohio this ____ day of _____, 2011.

WITNESSES:

PURCHASER:

Batya Selevan

ACCEPTANCE AND EARNEST MONEY

The undersigned, as Seller, accepts the above offer as submitted and accepts the earnest money tendered by Purchaser.

WITNESSES:

VILLAGE OF GREENHILLS

By: _____
Evonne Kovach, Municipal Manager

Date: _____, 2011

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