

Property Sale And Purchase Agreement

This Property Sale and Purchase Agreement (“**Agreement**”) is made by and between:

Patricia A. Hrusch
12550 Sprague Road
Parma, OH 44130

And

City of Parma
6611 Ridge Road
Parma, Ohio 44129

(“**Seller**”)

(“**Buyer**”)

Seller and Buyer are sometimes referred to individually as “**Party**” or together as “**Parties**”.

RECITALS:

- A. Seller is the owner of Property (hereinafter defined) which Buyer desires to purchase and Seller is willing to sell to Buyer on the terms and conditions set forth herein.
- B. The Agreement shall be effective upon the date of the last of Seller and Buyer to execute this Agreement (“**Effective Date**”).

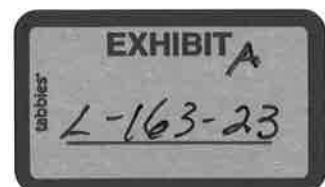
NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which the Parties hereby acknowledge, and intending to be legally bound, the Parties agree as follows:

1. Sale and Purchase of Property.

- A. **Property.** Seller shall sell to Buyer and Buyer shall purchase from Seller upon the terms and conditions hereof that certain improved real estate located at 12550 Sprague Road in Parma, Ohio, designated as Permanent Parcel No. 457-19-003 and depicted on Exhibit A attached hereto, together with all easements, appurtenances, rights, privileges and hereditaments belonging or in any way appertaining thereto or thereunto belonging (collectively, “**Property**”).
- B. **House and Personal Property** The Property shall include the house, all buildings and fixtures in their present condition, and all of the following items as are now in the Property: electrical, heating, plumbing and bathroom fixtures; window treatments and related hardware; awnings; screens; screen doors; storm windows and doors; landscaping; built-in appliances; tacked down carpeting; attached smoke and/or fire detectors and security systems; fireplace grates and screens; and attached mirrors.

Additional items included: None

Items excluded: All tools, furniture, and other non-fixtures, to be removed by Seller.



C. **As Is.**

i. Buyer acknowledges that the Property is being purchased in its present "As Is" condition and that no warranties, representations or statements concerning the condition or value of the Property other than what are included in this Agreement have been relied upon by Buyer.

ii. State of Ohio Residential Property Disclosure Form. (Check one)

- (1) Seller has delivered a copy of the Disclosure Form to Buyer.
- (2) Seller shall deliver a copy of the Disclosure Form to Buyer within 3 days following the date of this Agreement.

Seller shall promptly provide Buyer with an amended Disclosure Form if Seller becomes aware of any inaccuracy, omission or change in condition of the Property.

iii. Lead-Based Paint. (Check one)

The Property was constructed in or after 1978 and a lead-based paint warning is not required.

The Property was constructed prior to 1978 and the Seller has provided to the Buyer a lead-based paint warning statement (pursuant to Addendum A attached hereto which shall be completed by the Parties) and lead-based paint warning pamphlet as required by Federal Law.

D. **Seller's Covenants.**

Before the Closing Date, Seller will not (a) convey all or any portion of the Property or (b) subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters, or (c) make any alterations to the Property.

2. **Purchase Price.**

A. Buyer agrees to pay Seller, in the total sum of \$255,000.00 as the purchase price for Property ("**Purchase Price**") less any adjustments and other credits to which Buyer is entitled, shall be deposited by Buyer with Escrow Agent (as designated on the signature page of this Agreement).

3. **Escrow Agent.**

"**Escrow Agent**" shall be the Title Company (also designated on the signature page of this Agreement). Immediately following the Effective Date, Buyer shall open an escrow account with Escrow Agent. This Agreement shall serve as escrow instructions and shall be subject to

the usual conditions of acceptance of Escrow Agent insofar as the same are not inconsistent with any of the terms hereof.

4. **Buyer's Due Diligence.**

A. **Title Commitment.** Buyer shall have the right to order and obtain, at Buyer's expense, a current title commitment ("**Title Commitment**") and special tax search issued by the Title Company setting forth the state of the title of the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting the Property which would appear in an Owner's Policy of Title Insurance [ALTA Form B - 1970 - revised 10/17/70 or the equivalent] ("**Title Policy**"), if issued by the Title Company.

B. **Inspections.** Buyer or Buyer's agents shall have the right and permission, at Buyer's expense, to enter upon Property, or any part thereof, after the Effective Date, at all reasonable times and from time to time prior to termination of this Agreement for the purpose of making all inspections, tests, surveys and studies (collectively, "**Inspections**") required to determine the suitability of Property for Buyer's purposes as Buyer shall solely determine (which shall include without limitation, physical inspections, environmental assessments, soil tests, evaluation of utilities, etc.). Seller shall cooperate with Buyer and/or Buyer's agents in providing information and access to the Property necessary to complete the Inspections.

D. **Deficiencies and Walk-Through.**

i. If Buyer does not notify Seller of any deficiencies prior to the end of the Contingencies Period, then Buyer shall be deemed to accept the Property in its present, AS-IS condition. If Buyer gives timely notice, specifying such deficiencies, then unless Buyer and Seller otherwise agree in writing, this Agreement shall terminate 5 business days after Seller's receipt of Buyer's notice.

ii. Buyer shall be entitled to a pre-closing walk-through of the Property, no later than 72 hours prior to Closing. Such walk-through is not a private inspection, but is to provide Buyer with the opportunity to determine that:

- (1) no damage, other than normal wear and tear, has occurred since the private inspection, which Seller has not repaired;
- (2) Seller has made all repairs/remediated any adverse conditions agreed to, if any, and that the same are in fact properly completed.

If the walk-through evidences that the condition of the Property is not as required under this Section, Buyer may so notify Seller and Escrow Agent whereupon the Parties shall agree on an amount to be withheld from Seller's proceeds and either credited to Buyer or held in escrow pending correction of the deficiencies.

5. **Contingencies during Contingencies Period.**

- A. Buyer's obligations under this Agreement are subject to the following Contingencies ("Contingencies"):
- i. **Title.** Buyer obtaining a Title Commitment (and, ultimately, a Title Policy) from Title Company showing that the state of title to Property is satisfactory to Buyer and that Property is subject to only those liens, encumbrances, defects, restrictions, conditions, easements or other agreements to which no objection has been made by Buyer (collectively, "**Permitted Exceptions**").
 - ii. **Inspections/Reports.** Buyer obtaining Inspections of Property showing the Property to be acceptable to Buyer in Buyer's sole discretion.
 - iii. **Appraisal.** Buyer obtaining an appraisal of the property that is acceptable to Buyer in Buyer's sole discretion.
 - iv. **Financing.** Buyer's obligations hereunder are conditioned upon Buyer obtaining appropriate funding for its purchase of Property. Buyer agrees to pursue such funding diligently and in good faith.
- B. **Contingencies Period.** Buyer shall have until _____, 2023 ("**Contingencies Period**") in which to evaluate and/or obtain resolution of Contingencies.

6. **Resolution of Contingencies.**

- A. **Approval.** Buyer shall endeavor to give Seller notice of Buyer's satisfaction with and/or waiver of any of the Contingencies promptly upon such determination. If Buyer fails to give any notice of disapproval of any Contingencies prior to the expiration of Contingencies Period, such failure shall be conclusively deemed to be disapproval of all Contingencies.
- B. **Disapproval.** On or before the expiration of Contingencies Period, Buyer shall notify Seller if Buyer is not satisfied with any aspect of the Contingencies and this Agreement shall be deemed terminated thereupon. Upon termination of this Agreement pursuant to this Paragraph 6, both Seller and Buyer released from all liabilities and obligations under this Agreement.

7. **Closing Arrangements.**

- A. **Closing Obligations.** Provided Contingencies are satisfied and/or waived by Buyer by the end of the Contingency Period as herein provided with no material adverse change in the status thereof, this transaction shall commence to be closed at the office of the Escrow Agent, on or about _____, 2023 or sooner as Buyer may elect ("**Closing Date**") or on such other Closing Date as may be mutually agreed by the Parties.

- i. On or before the Closing Date, Seller shall execute, acknowledge and deliver such affidavits, resolutions and other documents which the Title Company shall reasonably require in order to issue the Title Policy and to omit from the Title Policy all exceptions for judgments, mechanics liens and similar matters.
- ii. On or before the Closing Date, Seller shall deliver to Escrow Agent a General Warranty Deed ("**Deed**"), duly executed and in proper form for recording as approved by Buyer's counsel conveying to Buyer fee simple, marketable and insurable title to the Property, free and clear of all liens and encumbrances except Permitted Exceptions.
- iii. At Closing, Title Company will issue to Buyer the Title Policy in the full amount of the Purchase Price issued in accordance with the form of Title Commitment approved by Buyer during the Contingency Period without any intervening liens, encumbrances or exceptions.
- iv. Seller shall order final meter readings to be made as of the Closing Date for all utilities serving the Property and Seller shall pay all final bills rendered from such meter readings. To secure the payment of the final water and sewer charges, the Escrow Agent is authorized to withhold \$200.00 from Seller's funds until the Escrow Agent has received evidence to its satisfaction that such charges have been paid in full, but Seller's liability for payment of such charges shall not be limited to the amount so withheld.

B. Escrow Agent's Closing Obligations. At the Closing Date, after causing the filing of the Deed, Escrow Agent shall close this transaction as follows:

- i. Credit Seller and charge Buyer with the Purchase Price deposited in escrow.
- ii. Credit Buyer and charge Seller with real estate taxes and assessments, both general and special, prorated to the Closing Date based upon the latest available tax rate and valuation.
- iii. Charge Buyer with and pay to the payee entitled thereto:
 - a. the cost of the title examination, special tax search, Title Commitment and Title Policy;
 - b. the Escrow Agent's fee; and
 - c. the cost of recording the Deed.
- iv. Charge Seller with and pay to the payee entitled thereto:
 - a. the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Property as required by this Agreement;

- b. Seller's *pro rata* share of all items to be prorated in escrow;
 - c any transfer tax and/or conveyance fee; and
 - d. all other fees and charges which are required to be paid by Seller pursuant to this Agreement.
- v. Immediately following the Closing Date, Escrow Agent shall deliver the funds and documents as follows:
- a. to Seller (or Seller's attorney, if Seller is represented by legal counsel), the funds and documents due Seller together with duplicate copies of the escrow statement, and
 - b. to Buyer (or Buyer's attorney, if Buyer is represented by legal counsel), the funds and documents due Buyer together with duplicate copies of the escrow statement.
8. **Possession.** Buyer shall have the option to remain in possession of the Property after Closing pursuant to a Lease substantially in the form of Exhibit B attached hereto, counterparts of which shall be executed by the Parties and deposited with Escrow Agent at Closing. Otherwise, Seller shall deliver possession of the Property to Buyer upon closing.
9. **Seller's Default.** In the event of a material default hereunder by Seller, Buyer may elect to terminate this Agreement, in which event Buyer shall be entitled to the reimbursement of its reasonable expenses incurred in connection with the Contingencies and may, in addition, sue for specific performance
10. **Damage.** Seller shall bear the risk of loss and shall maintain adequate insurance until title transfer. If any portion of the Property is damaged or destroyed prior to Closing, Seller shall promptly provide written notification to Buyer of such damage and the cost of repair. If the amount of damage as determined by the insurance adjuster or, if none, by a contractor selected by mutual agreement, exceeds 10% of the Purchase Price, then Buyer shall have the option, to be exercised by written notice to Seller not later than 5 days after notice from Seller, to: (a) complete the transaction and receive the proceeds of any insurance payable for damage to the Property plus a credit at Closing equal to the amount of the "deductible"; or (b) terminate this Agreement. The failure of Buyer to timely exercise its option shall be deemed an election to complete this transaction. If the amount of the damage is 10% or less of the Purchase Price Buyer shall receive a credit at Closing for the agreed cost to repair such damage.
11. **General Provisions**
- A. **Notices.** All notices, elections, consents, demands and communications shall be in writing and shall be (i) personally delivered, (ii) sent by overnight mail (FedEx or another commercially recognized overnight carrier that provides receipts for all deliveries), or (iii) sent and delivered by facsimile or email, followed by a hard copy sent by overnight carrier (unless receipt is acknowledged by a response to the facsimile or email in writing

in each instance by the noticed party); and each notice shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice in accordance with this provision was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Copies of notices shall be sent to the Attorneys for the respective Parties, if identified on the signature page. Either Party may, by written notice to the other, change the address to which notices are to be sent.

- B. **Captions.** Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.
- C. **Entire Agreement.** This Agreement, together with the attached Exhibits, contains all of the terms and conditions of the Agreement between the Parties, and any and all prior and contemporaneous oral and written Agreements are merged herein. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth at length in this Agreement.
- D. **Modifications and Waivers.** This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any Party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the Party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.
- E. **Severability.** If one or more of the provisions of this Agreement or the application thereof shall be determined illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.
- F. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.
- G. **Interpretation.** Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or Exhibits hereto.
- H. **Benefit of Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors and assigns.
- I. **Time of the Essence.** Parties agree that time is of the essence and that the failure of a Party to perform any act on or before the date specified herein for performance thereof

shall be deemed cause for the termination hereof by the other Party, without prejudice to other remedies available for default hereunder.

- J. **Broker.** Seller and Buyer each warrant to the other that neither Party has dealt with any real estate brokers in effecting this Agreement.
- K. **Limitation of Liability of Buyer.** Seller acknowledges and agrees that any agreement, obligation or liability made, entered into, assumed or incurred by or on behalf of Buyer pursuant to this Agreement or any instrument executed in connection herewith binds only the assets of Buyer and no member, officer, employee or agent of Buyer will be personally liable for any obligations or liabilities of Buyer under this Agreement or any other instrument executed in connection therewith, and neither Seller, nor any successor or assignee of Seller, or any other party will seek or be entitled to any personal judgment against any member, officer, employee or agent of Buyer, or their respective heirs, successors, representatives, administrators or assigns.
- L. **No Joint Venture.** Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the Parties hereto partners or joint ventures, or to render either Party liable for any of the debts or obligations of the other, it being the intention of the Parties merely to create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereby.
- M. **No Third-Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only (and Escrow Agent, where applicable) and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement (except Escrow Agent, where applicable) or of the documents to be executed and delivered at closing.
- N. **Assignment.** Buyer shall be entitled to assign this Agreement or any rights hereunder without Seller's prior written consent.
- O. **Counterparts.** This Agreement may be executed in multiple counterparts and shall be effective when such counterparts are executed by and delivered to all signatory Parties. Such counterparts shall be taken to be one and the same original document with the same effect as if all Parties hereto had signed the same document. Any executed signature page of this Agreement (together with any separate acknowledgment page) may be detached from any counterpart and attached to another counterpart containing the signature pages (and any acknowledgment pages) with the signatures (and acknowledgments) of all other signatory Parties to this Agreement.
- P. **Electronic Execution.** For purposes of executing this Agreement and any other document to be executed in connection herewith (other than documents to be recorded), a document signed and transmitted by facsimile machine or other electronic transmission shall be treated as an original document. The signature of any party thereon shall be considered an original signature and the document transmitted shall be considered to have the binding legal effect as if it were originally signed. At the request of any party, any signed document

sent by facsimile or other electronic transmission shall be re-executed in original form. No party hereto may raise the use of a facsimile or other electronic transmission, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic transmission as a defense to the enforcement of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller, Buyer and Escrow Agent/Title Company have hereunto set their hands at the place and date set forth beneath their signatures.

Seller:

Buyer: City of Parma

Patricia A. Hrusch
Patricia A. Hrusch

By: _____

Parma
(place)

By: _____

8/30/23
(date)

(place)

(date)

Escrow Agent/Title Company:

Ohio Real Title Agency, LLC
1213 Prospect Avenue, Suite 200
Cleveland, OH 44115
P: (216) 373-8260
F: (216) 453-1417

By: _____

(place)

(date)

DEPICTION OF PROPERTY

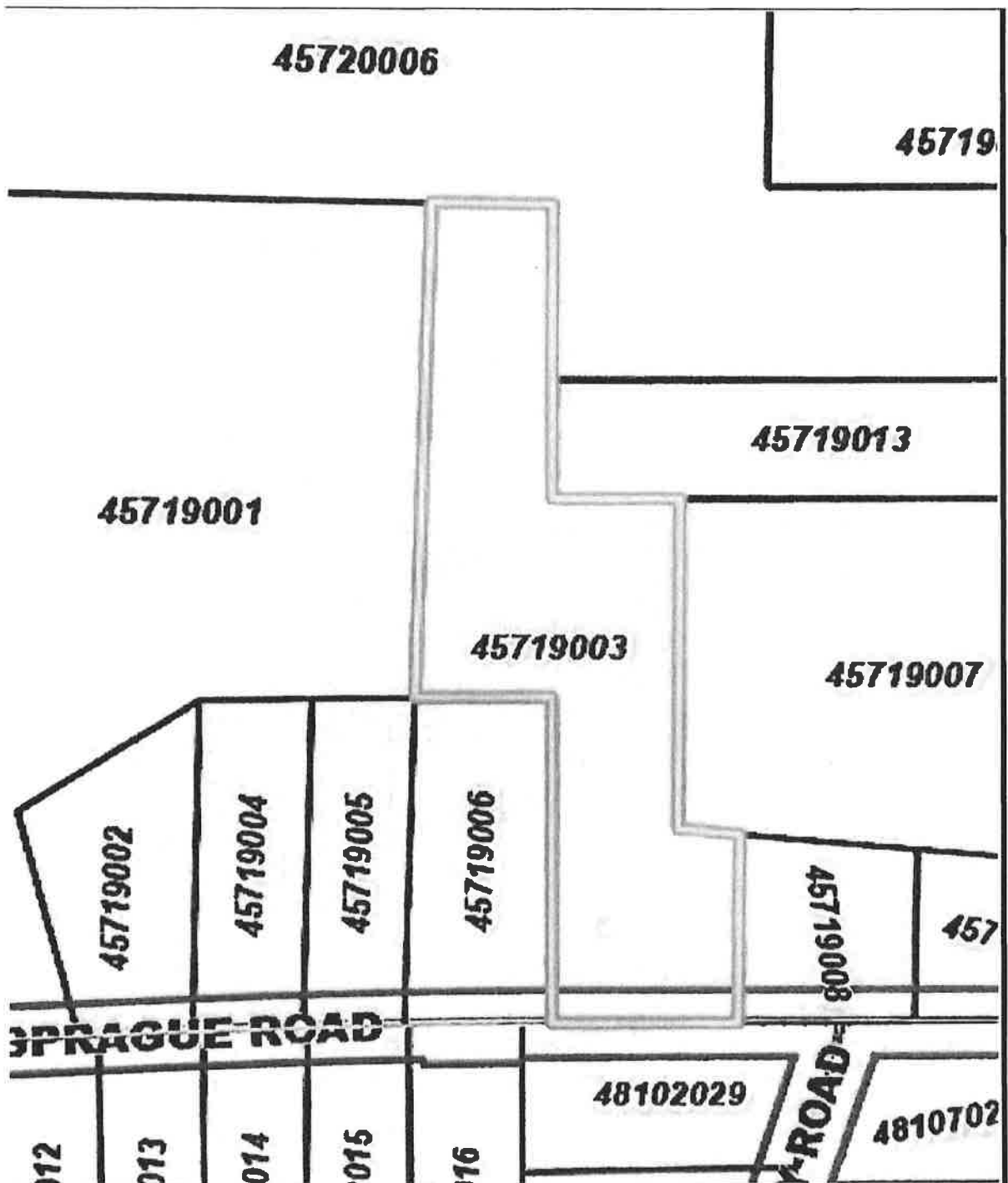


EXHIBIT A

Property Description

Situated in the City of Parma, County of Cuyahoga and State of Ohio:

And known as being part of Original Parma Township Lot No. 38 in Ely Tract and being more fully described as follows:

Beginning at a point in the centerline of Sprague Road (60 feet wide) at the Southeast corner of Original Parma Township Lot No. 38 in Ely Tract:

Thence South $89^{\circ} 24' 30''$ West along the centerline of Sprague Road, which is also the South line of said Original Lot No. 38, a distance of 1255.49 feet to a point, which is the principal place of beginning for this description;

Thence continuing along the centerline of Sprague Road South $89^{\circ} 24' 30''$ West, a distance of 150.00 feet to a point;

Thence North $0^{\circ} 35' 30''$ West, a distance of 285.72 feet to an iron pin monument; Thence South $89^{\circ} 24' 30''$ West, a distance of 108.00 feet to an iron pin monument; Thence North $1^{\circ} 28' 55''$ East, a distance of 414.59 to an iron pin monument;

Thence North $89^{\circ} 24' 30''$ East, a distance of 93.00 feet to an iron pin monument; Thence South $0^{\circ} 35' 30''$ East distance of 245.05 feet to an iron pin monument; Thence $89 \text{ deg. } 24' 30''$ East, a distance of 100.00 feet to an iron pin monument; Thence South $0^{\circ} 35' 30''$ East, a distance of 283.85 feet to an iron pin monument; Thence South $85^{\circ} 18' 30''$ East, a distance of 50.21 feet to a point;

Thence South $0^{\circ} 35' 30''$ East, a distance of 166.48 feet to the centerline of Sprague Road and the principal place of beginning, according to a survey made by Henry J. Stroebel,

Registered Surveyor (Reg. No. 1968) and being designated as Parcel "F" on the Plat of said surveyed dated May, 1950 and revised December, 1953 to show the above described parcel, be the same more or less but subject to all legal highways.

ADDENDUM A

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazard is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 - (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazard in the housing.
- (b) Records and reports available to the Seller (check (i) or (ii) below):
- (i) _____ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)
 - (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyers Acknowledgment (Initial)

- (c) _____ Buyer has received copies of all information listed above.
- (d) _____ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) _____ Buyer has (check (i) or (ii) below):

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Buyer	_____ Date

LEASE

THIS LEASE is made as of _____, 20____, by and between City of Parma ("Landlord") and _____ ("Tenant"). Landlord and Tenant agree to the terms and conditions written below.

1. DESCRIPTION, LEASE AND ORIGINAL CONDITION OF PROPERTY.

1.1 Landlord leases to Tenant, and Tenant leases from Landlord, the single-family residence and lot located at _____ and known as Cuyahoga County PPN _____ ("Premises").

1.2 All personal property at the Premises may be removed at the end of the Lease Term with the approval of Landlord, not to be unreasonably refused.

1.3 Tenant acknowledges that Tenant has owned and resided at the Premises prior to this Lease and Tenant's acceptance of this Lease is conclusive evidence that said Premises is in good and satisfactory order and repair unless otherwise specified herein. Tenant further acknowledges that no agreement has been made to redecorate, repair or improve the Premises.

2. TERM.

2.1 The term of this Lease shall begin upon Landlord's acquisition of title to the Premises which is expected to occur on or about _____, and shall end on _____ ("Term"), unless sooner ended as this Lease may provide.

2.2 If Tenant retains possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall become a tenant on a month-to-month basis at a rent of \$_____ per month ("**Holdover Rent**") due on the first day of each calendar month, for the Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of Holdover Rent after such expiration or earlier termination shall not result in a renewal of this Lease. This provision shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

2.3 Method of Payment. All Rent Holdover payments shall be made by cash, check or money order payable to Landlord and shall be sent to Landlord's attention _____, unless Landlord shall direct otherwise by notice to Tenant. Each payment sent other than by hand delivery shall be sent sufficiently in advance of its due date so that it will arrive on or before its due date given normal delivery conditions. If a check used by Tenant to pay Landlord is returned without having been paid, Tenant will pay Landlord a return check charge of \$50.00. After the second time that one or more checks have been returned unpaid, Tenant must pay Rent Holdover by cashier's check, certified check or money order. If a payment is not received by the fifth day of the month in which it is due, then Tenant shall owe Landlord a late fee equal to \$50.00. The late fee shall be immediately due and payable.

EXHIBIT B

(Page B1 of 6)

3. RENT. \$ - 0 - per month during Term.

4. WATER & SEWER CHARGES. Tenant shall be responsible for the payment of all water and sewer charges applicable to the Premises during the Term promptly upon receipt of invoices therefor and shall provide evidence of such payments to Landlord. Tenant shall pay directly to the billing agency all water and sewer charges applicable to the Premises promptly upon receipt of invoices therefor and shall provide evidence of such payments to Landlord. At the date of the closing of the property when title is transferred from Tenant to Landlord, Tenant shall provide a deposit of \$500.00 for future unpaid water and sewer charges. This in no way nullifies Tenant's responsibility to pay said water and sewer charges during the term of this lease. Said deposit shall be refunded after the term of this lease upon confirmation that all water and sewer charges have been paid in full by Tenant.

5. QUIET ENJOYMENT. If Tenant pays the Rent and lives up to Tenant's duties under this Lease, then Landlord shall not interfere with Tenant's right to use the Premises during the Term of this Lease.

6.

6.1 When Landlord May Enter. Landlord, or Landlord's representatives, may peacefully enter the land but not the house during reasonable times. Landlord reserves the right to enter the Premises without notice in case of emergency.

7. TENANT'S OBLIGATIONS DURING THE LEASE TERM.

6.1 UTILITIES/OTHER SERVICES. Tenant shall maintain all gas, electric, telephone and security system services to the Premises in Tenant's name. Tenant shall pay, when due, all charges for such services. Throughout the Term, Tenant, at its sole cost and expense, shall be responsible for obtaining and maintaining trash removal, janitorial, landscaping, snow removal, security and any other services that Tenant deems necessary or desirable in connection with its use and occupancy of the Premises.

6.2 INSURANCE.

A. Landlord's insurance does not cover Tenant's possessions or Tenant's misconduct. Tenant will be responsible for insuring all Tenant's personal property within the Premises. Therefore, it is strongly recommended that Tenant purchase a Renter's Insurance Policy, and Tenant hereby relieves Landlord of all risk that can be insured thereunder. If a contractual liability endorsement to such a policy is reasonably available, then Tenant shall also obtain, pay for and keep in force such an endorsement. Tenant will show Landlord evidence of such insurance if requested within 1 month after the date of this Lease.

B. Waiver of Subrogation. Landlord and Tenant each agree not to make a claim or bring a lawsuit against the other party for any loss (regardless of cause, including the negligence of the other party) which is actually or required by this Lease to be covered by insurance and for which insurance benefits are paid, unless the insurance policy prohibits this agreement not to claim or sue. Each party shall use reasonable efforts to obtain insurance which permits this agreement and under which the insurer similarly agrees not to make a claim or suit against the other party.

EXHIBIT B

(Page B2 of 6)

6.3 Use and Occupancy.

A. Compliance with Laws. Tenant shall occupy and use the Premises as a place to live and for no other purpose. Tenant shall not violate any zoning laws or private restrictions which apply to the Premises.

B. Condition of Premises and Alterations. Tenant accepts the Premises in its current "AS IS" condition. Landlord makes no implied warranties. Tenant shall use customary diligence in care of the Premises.

7. DAMAGE TO OR DESTRUCTION OF PROPERTY.

7.1 Damage Which Significantly Prevents the Premises from Being Used. If the Premises shall be damaged or destroyed by any cause other than the intentional misconduct of the Tenant, its visitors or invitees, and, as a result, the Premises cannot be habitable, then either Landlord or Tenant may end the lease term, as of the date of the damage or destruction, by giving written notice to the other party within 10 days after the happening of the damage or destruction. Any rent payments shall abate for such periods during which occupancy is prevented by such damage or destruction.

7.2 Damage Which Does Not Significantly Prevent the Premises from Being Used. If the Premises should be damaged by any cause other than the intentional misconduct of the Tenant, its visitors or invitees, but the damage does not prevent the Premises from being used then Tenant shall be entitled to retain possession of the Premises.

8. NON-LIABILITY. Landlord shall not be liable to Tenant, Tenant's guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord shall not be liable to Tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities unless caused by Landlord's negligence. Landlord has no duty to remove ice, sleet, or snow. If Landlord's agents or employees are requested to render services not contemplated in the Lease, Tenant shall hold Landlord harmless from all liability for same.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or let or sublet the whole or any part of the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's absolute discretion. Any assignment or sublet without Landlord's prior written consent shall be void and also shall be deemed a default under this Lease.

10. DEFAULT AND REMEDIES.

10.1 What Constitutes Default. For the purposes of this Lease, "default" shall mean any of the following events: (a) Abandonment of the Premises by Tenant, (b) Failure by Tenant to pay any installment of rent or other money obligation within 5 days after Landlord shall have given Tenant written notice that such rent or other obligation is past due (except that Landlord need not give notice or allow Tenant time to cure the failure if such failure shall have occurred and been cured or waived two or more times previously during the term of this Lease), (c) Failure by Tenant to obey any

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other obligation under this Lease, which failure shall continue uncured for a period of 15 days after delivery to Tenant of written notice thereof (unless the delay in curing such failure is caused by accident, casualty or other cause beyond Tenant's reasonable control, in which event the 15 day period shall be extended by the period of such delay or unless this Lease provides a different cure period or unless Landlord reasonably advises Tenant that an emergency condition requires a shorter cure period and specifies the length of such period), or (d) if Tenant's rights under this Lease are taken away by operation of law. Unless otherwise required by law, Tenant shall have 10 days after receiving notice of any violation of applicable law to correct the violation. If the violation cannot be completely corrected within 10 days, and if Tenant begins to correct the problem within that 10 day period and diligently continues to work toward correction until the problem is fully corrected, then the 10 day period will be extended so long as Tenant continues to work diligently toward the correction.

10.2 Effect of Default. In the event of default, Landlord may (a) end this Lease, or, without ending this Lease, end Tenant's right to possession of the Premises under this Lease; (b) re-enter the Premises with court assistance, and as permitted by law and remove all persons and things therefrom (except that Landlord shall not seize any furnishings or possessions of Tenant for the purpose of recovering rent payments unless authorized to do so by court order); (c) sue for and collect: (1) the rent owed by Tenant to Landlord, (2) all other sums for which Tenant shall be in default (including, but not limited to, those resulting from damage to the Premises, maintenance, repair, replacement and utility costs), (3) the costs of restoring the Premises to good condition (including but not limited to, painting and repairing); (4) reasonable attorneys' fees to the extent permitted by law; (d) cure any default relating to the condition of the Premises and require Tenant to repay Landlord for the costs thereof; or (e) employ any other remedy provided by law. Landlord may use any one or more of these remedies and the exercise of any one shall not limit Landlord's right to use of or more additional remedies provided by law.

11. SURRENDER OF PREMISES. When this Lease ends, Tenant shall remove all of Tenant's belongings from the Premises and shall deliver the Premises to Landlord in as good repair and condition as the Premises was at the beginning of the term of this Lease, except reasonable wear and tear and destruction as described herein for which Tenant does not have to make repairs. If Tenant fails to remove such belongings when this Lease ends, Landlord may remove and store them at Tenant's expense. At any time more than 30 days after this Lease ends, such belongings shall be deemed to have been abandoned by Tenant. Landlord may dispose of such belongings and shall not pay Tenant the proceeds of such disposal.

12. INDEMNITY. Tenant will indemnify (legally protect) and defend Landlord from and against (a) all claims, liabilities, lawsuits, personal injuries, deaths or property damage which may arise from Tenant's using or living at the Premises (unless caused by Landlord's negligence or other misconduct) or (b) any breach or default in the performance of any obligations on Tenant's part to be performed under this Lease; and shall pay, or repay Landlord for, all costs, expenses and attorneys' fees in connection with any such claim, demand or lawsuit brought against Landlord. Tenant's indemnity obligations will survive the termination of this Lease with respect to any damage, injury or liability occurring or arising before termination.

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13. NOTICES. All notices, requests, consents and other communications required or permitted under this Lease shall be in writing. At any time, either party may change the address to which notice to it shall be sent by notifying the other party in writing of such change. Notice may be sent by Certified Mail, postage prepaid, return receipt requested, by handing a written copy of the notice to the party being notified, or, if the notice is to Tenant, by leaving it at the Premises. The date of any such notice shall be the date it is mailed, handed or left as provided in this Section.

14. LEAD-BASED PAINT. Tenant is notified that a residential dwelling built prior to 1978 may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Tenant acknowledges that Landlord has provided Tenant with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the Lead-Based Paint and Lead-Based Hazard Disclosure Form. Tenant also acknowledges that Landlord has provided Tenant with an opportunity to conduct a lead-based paint assessment of the Premises prior to entering into this Lease.

15. ONLY AGREEMENT; CHANGES. This Lease is the entire and only agreement and contains all the representations, warranties and promises by and between Landlord and Tenant about the Premises. This Lease may be supplemented or changed only by a writing signed by both parties.

16. COUNTERPARTS. This Lease may be executed in multiple counterparts and shall be effective when such counterparts are executed by and delivered to all signatory parties. Such counterparts shall be taken to be one and the same original document with the same effect as if all parties hereto had signed the same document. Any executed signature page of this Lease may be detached from any counterpart and attached to another counterpart containing the signature pages with the signatures of all other signatory parties to this Lease.

17. SUCCESSORS AND ASSIGNS. The covenants and conditions herein contained shall apply to and bind the parties' respective heirs, executors, legal representative, successors and assigns.

18. JOINT AND SEVERAL LIABILITY. Should this Lease be executed by more than one person acting as or on behalf of Tenant, then the liability of the individuals under this Lease shall be joint and several.

19. CUMULATIVE REMEDIES. The exercise of any remedy provided by law or the provisions of this Lease does not exclude any other remedies. Any notice of default given or required to be given by Landlord to Tenant may be combined with, serve as or include any statutory notice required in connection with the exercise by Landlord of any of its remedies.

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20. LEGAL OBLIGATION. Tenant hereby acknowledges that Tenant has read and understands this Lease and that Tenant has been given a copy of this Lease. This Lease is a legal and binding document. Please consult an attorney if you do not understand any portion of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first above written.

LANDLORD:
City of Parma

TENANT:

By: _____

By: _____

The legal form is hereby approved.

By: _____

Date: _____

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