



# CLEVELAND HEIGHTS

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## Planning and Development Committee

April 23, 2025

10:30 AM

## City Hall – Executive Conference Room

Community Development Block Grant (CAC), Economic Development, Community Development, Physical Planning, Public Construction, Zoning Code  
Council members

Chair: Davida Russell | Vice Chair: Craig Cobb | Member: Tony Cuda

## Agenda

- 1) **Call to Order/Roll Call**
- 2) **Legislation Referred to Committee**
  - a. **ORDINANCE NO. 062-2025(PD): *First Reading***. An Ordinance authorizing the Mayor to execute sixteen (16) real estate purchase agreements for the sale of certain residential real property located within the city to various purchasers; and declaring the necessity that this legislation become immediately effective as an emergency measure.
  - b. **ORDINANCE NO. 063-2025(PD): *First Reading***. An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of certain vacant real property located on South Overlook Road and Cedar Road, consisting of approximately 0.54 acres and identified as permanent parcel numbers 685-24-001 and 685-24-033 in the Cuyahoga County records; and declaring the necessity that this legislation become immediately effective as an emergency measure.
- 3) **Continued Discussion with Developers**
- 4) **Other**
- 5) **Adjourn**



Date: 4.16.25

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Legislation related to City-owned properties from RFEIs

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**Purpose Statement:** To authorize the Mayor to enter into Purchase Agreements for 16 City-owned properties made available through the Request for Expressions of Interest process for the rehabilitation of existing and construction of new homes.

Agreements can be found online <https://www.clevelandheights.gov/1779/RFEI-Purchase-Agreements>

**Is this legislation recurring:** Yes: \_\_\_\_\_ No:  X

**Is emergency language necessary:** Yes:  X  No:  X

**If yes, why?**

**Is passage on first reading necessary:** Yes: \_\_\_\_\_ No:  X

**If yes, why?**

**If funding is required, is it already budgeted for?** Yes:  X  No: \_\_\_\_\_

**If not already budgeted for, where will funding come from?**

N/A. No funding required.

Proposed: 04/21/2025

ORDINANCE NO. 062-2025(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute sixteen (16) real estate purchase agreements for the sale of certain residential real property located within the city to various purchasers; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio owns sixteen (16) parcels of residential real property located throughout the City, which are more particularly identified on Exhibit A, which shall be incorporated herein by reference (collectively, the "Properties"); and

WHEREAS, the City desires to sell the Properties to the identified parties as listed on Exhibit A (collectively, the "Purchasers"), for redevelopment; and

WHEREAS, the City intends to sell the Properties for their associated purchase prices as listed on Exhibit A (collectively, the "Purchase Prices"); and

WHEREAS, the terms of each sale are set forth in the proposed real estate purchase agreements between the City and each Purchaser (collectively, the "Purchase Agreements"), drafts of which are on file with the Clerk of Council, found on the City of Cleveland Heights website <https://www.clevelandheights.gov/1779/RFEI-Purchase-Agreements>, and incorporated herein by reference; and

WHEREAS, this Council has determined that it is in the best interest of the City and its residents to authorize the Mayor to execute the Purchase Agreements for the sale of the Properties.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute the Purchase Agreements and any and all other related documents, and take any other actions necessary, to sell the Properties to the Purchasers, pursuant to the terms of the Purchase Agreements, which shall be substantially in accordance with the form of the draft agreements as are on file with the Clerk of Council. The Purchase Prices for the Properties shall be in the amounts identified on Exhibit A. The Purchase Agreements shall contain such further terms as recommended by the Mayor and Director of Law and shall be approved as to form by the Director of Law.

ORDINANCE NO. 062-2025(PD)

SECTION 2. This Council finds the aforementioned Properties to be sold are no longer needed for municipal purposes.

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

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City's website.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the timely redevelopment of the Properties and to reduce blight within the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

\_\_\_\_\_  
TONY CUDA  
President of the Council

\_\_\_\_\_  
ADDIE BALESTER  
Clerk of Council

PASSED:

Presented to Mayor: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

\_\_\_\_\_  
KAHLIL SEREN  
Mayor

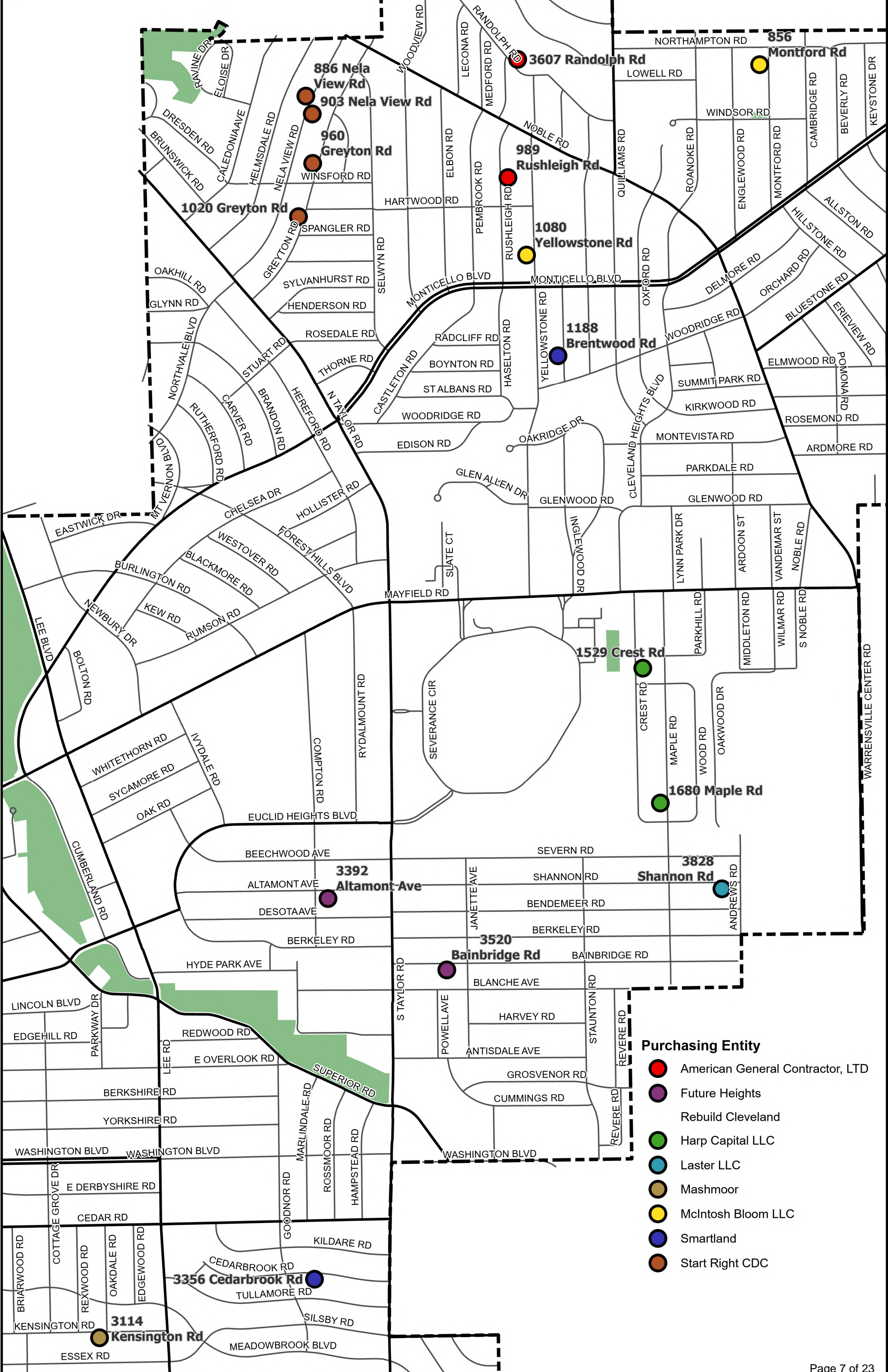
ORDINANCE NO. 062-2025(PD)

Exhibit A

<b>PARCEL NO.</b>	<b>ADDRESS</b>	<b>PURCHASER</b>	<b>PURCHASE PRICE</b>
68429079	3392 ALTAMONT AVE, CLEVELAND HEIGHTS, OH, 44118	FUTUREHEIGHTS, INC. DBA HEIGHTS OBSERVER	\$1,000.00
68321102	3520 BAINBRIDGE RD, CLEVELAND HEIGHTS, OH, 44118	FUTUREHEIGHTS, INC. DBA HEIGHTS OBSERVER	\$1,000.00
68107097	960 GREYTON RD, CLEVELAND HEIGHTS, OH, 44112	START RIGHT COMMUNITY DEVELOPMENT CORPORATION	\$1,000.00
68108105	1020 GREYTON RD, CLEVELAND HEIGHTS, OH, 44112	START RIGHT COMMUNITY DEVELOPMENT CORPORATION	\$1,000.00
68106039	886 NELAVIEW RD, CLEVELAND HEIGHTS, OH, 44112	START RIGHT COMMUNITY DEVELOPMENT CORPORATION	\$1,000.00
68106077	903 NELAVIEW RD, CLEVELAND HEIGHTS, OH, 44112	START RIGHT COMMUNITY DEVELOPMENT CORPORATION	\$1,000.00
68308062	1529 CREST RD, CLEVELAND HEIGHTS, OH, 44121	HARP CAPITAL LLC	\$1,000.00
68310030	1680 MAPLE RD, CLEVELAND HEIGHTS, OH, 44121	HARP CAPITAL LLC	\$1,000.00
68235011	989 RUSHLEIGH ROAD, CLEVELAND HEIGHTS, OHIO 44121	AMERICAN GENERAL CONTRACTOR LTD	\$1,000.00
68210009	3607 RANDOLPH ROAD, CLEVELAND HEIGHTS, OHIO 44121	AMERICAN GENERAL CONTRACTOR LTD.	\$1,000.00
68214025	856 MONTFORD ROAD, CLEVELAND HEIGHTS, OH 44121	MCINTOSH BLOOM LLC	\$1,000.00
68234045	1080 YELLOWSTONE AVE, AKRON, OH 44310	MCINTOSH BLOOM LLC	\$1,000.00
68233078	1188 BRENTWOOD RD, CLEVELAND HEIGHTS, OH 44121	SMARTLAND, LLC	\$1,000.00

ORDINANCE NO. 062-2025(PD)

68707158	3356 CEDARBROOK RD, CLEVELAND HEIGHTS, OH 44118	SMARTLAND, LLC	\$1,000.00
68613002	3114 KENSINGTON RD, CLEVELAND HEIGHTS, OH 44118	CANDIDA MASHMOOR	\$1,000.00
68312062	3828 SHANNON RD, CLEVELAND HEIGHTS, OH 44118	LASTER CONSTRUCTION LLC	\$1,000.00



- Purchasing Entity**
- American General Contractor, LTD
  - Future Heights
  - Rebuild Cleveland
  - Harp Capital LLC
  - Laster LLC
  - Mashmoor
  - McIntosh Bloom LLC
  - Smartland
  - Start Right CDC



Date: 4.16.25

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Legislation related to the sale of two City-owned properties on Cedar Road for development

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**Purpose Statement:** To authorize the Mayor to enter into a Purchase Agreement with Cedar Hill Development, LLC for residential development.

**Is this legislation recurring:** Yes: \_\_\_\_\_ No:  X

**Is emergency language necessary:** Yes:  X  No: \_\_\_\_\_

**If yes, why?** Passing as an emergency allows the developer pursue necessary approvals and begin the project sooner.

**Is passage on first reading necessary:** Yes: \_\_\_\_\_ No:  X

**If yes, why?**

**If funding is required, is it already budgeted for?** Yes: \_\_\_\_\_ No:  X

**If not already budgeted for, where will funding come from?**

N/A

Proposed: 04/21/2025

ORDINANCE NO. 063-2025(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of certain vacant real property located on South Overlook Road and Cedar Road, consisting of approximately 0.54 acres and identified as permanent parcel numbers 685-24-001 and 685-24-033 in the Cuyahoga County records; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio owns certain real property identified as Permanent Parcel Numbers 685-24-001 and 685-24-033 in the Cuyahoga County Records, and consisting of approximately 0.54 acres of vacant land located on South Overlook Road and Cedar Road (collectively, the "Property"); and

WHEREAS, the City desires to sell the Property to Cedar Hill Development, LLC ("Purchaser") for redevelopment; and

WHEREAS, the City intends to sell the Property for a purchase price of Forty Thousand Dollars (\$40,000.00) (the "Purchase Price"), pursuant to the terms and conditions set forth in the proposed real estate purchase agreement between the City and the Purchaser, a draft of which is attached hereto as Exhibit A, and incorporated herein by reference (the "Purchase Agreement"); and

WHEREAS, this Council has determined that it is in the best interest of the City and its residents to authorize the Mayor to execute the Purchase Agreement for the sale of the Property.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute the Purchase Agreement and any and all other related documents, and take any actions necessary, to sell the Property to the Purchaser. The Purchase Agreement shall be substantially in accordance with the terms of the draft agreement attached hereto as Exhibit A. The Purchase Price for the Property shall be the sum of Forty Thousand Dollars (\$40,000.00) as set forth in the Purchase Agreement. The Purchase Agreement shall contain such further terms as recommended by the Mayor and Director of Law and shall be approved as to form by the Director of Law.

SECTION 2. This Council finds the aforementioned Property to be sold is no longer needed for municipal purposes.

ORDINANCE NO. 063-2025(PD)

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

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City's website.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the timely redevelopment of the Property. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

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TONY CUDA  
President of Council

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ADDIE BALESTER  
Clerk of Council

PASSED:

Presented to Mayor: \_\_\_\_\_ Approved: \_\_\_\_\_

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KAHLIL SEREN  
Mayor

Exhibit A

*See attached.*

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_, 2025 (“Effective Date”), by and between the **CITY OF CLEVELAND HEIGHTS, OHIO**, an Ohio municipality organized under the laws of the State of Ohio and its Charter, with its principal place of business located 40 Severance Circle, Cleveland Heights, Ohio 44118 (“Seller”) and **CEDAR HILL DEVELOPMENT, LLC**, an Ohio limited liability company with its principal place of business located at 2593 Fairmount Boulevard., Cleveland Heights, Ohio 44106 (“Purchaser”).

WHEREAS Seller is the owner of certain real property as set forth herein, and desires to sell the same to the Purchaser upon the terms and conditions set forth in this Agreement; and

WHEREAS, Purchaser desires to purchase from Seller that certain real property upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### DESCRIPTION OF PROPERTY; AGREEMENT OF PURCHASE AND SALE

1.1 Purchase and Sale; Property. In exchange for the consideration described in Section 2.1 herein and pursuant to the terms and conditions of this Agreement, the Seller agrees to convey to Purchaser the following:

The real property identified as Permanent Parcel Number 685-24-001 in the Cuyahoga County Records, consisting of 0.29 acres of vacant land, located on South Overlook Road, Cleveland Heights, Ohio 44106, and Permanent Parcel Number 685-24-033 in the Cuyahoga County Records, consisting of 0.25 acres of vacant land, which is located along Cedar Road in Cleveland Heights, Ohio, 44106 along with any improvements thereon, and easements, appurtenances, rights, privileges and hereditaments appertaining thereto, as further described in the legal description which is attached hereto and incorporated herein by reference as Exhibit A, (collectively the “Property”).

### PURCHASE PRICE

2.1 Purchase Price. The total purchase price for the Property, subject to prorations and adjustments as provided in this Agreement, shall be Forty Thousand Dollars (\$40,000.00) (“Purchase Price”). The Purchase Price shall be due and payable from Purchaser as follows:

(a) Five Thousand Dollars (\$5,000.00) in immediately available cash funds upon execution of this Agreement (“Earnest Money”), which shall be deposited with the Title Company and may be returned to the Purchaser pursuant to Section 3.2, 3.3, or in the event the Seller fails to consummate the sale of the Property to the Purchaser without any fault of the Purchaser.

(b) Fifteen Thousand Dollars (\$15,000.00) in immediately available cash funds on the Closing Date, which shall be pre-funded by Purchaser at least 24 hours prior to Closing. Upon Closing, said funds and the Earnest Money shall be distributed to the City by the Title Company.

(c) Twenty Thousand Dollars (\$20,000.00) on the Closing Date in the form of a promissory note in favor of the Seller (the “Note”), which shall be secured by a mortgage upon the Property (the “Mortgage”). Both the Note and Mortgage shall be in forms agreed upon by the parties. The Mortgage shall provide for partial release of the Mortgage upon any subsequent sale of a portion of the Property and payment by Purchaser of a proportionate share of the principal balance of the Note. The Note shall bear interest at the rate of 0% per annum and shall mature on the 2-year anniversary of the Closing Date, and all outstanding principal shall be due on the maturity date if not previously paid.

(d) If the site remains undeveloped, meaning that no construction of any home on the site has started as of the 2-year anniversary of the Closing Date, then the City shall have the right to pay to Buyer all portions of the Purchase Price that have been paid by that date and thereafter reenter and take possession of the Property and terminate and revest in City the estate conveyed by the Deed to Purchaser.

To secure Purchaser’s obligation in the prior paragraph, the Deed shall contain a condition subsequent to the effect that in the event Purchaser fails to commence construction of any home on the site by the 2-year anniversary of the Closing Date, the City may, at its option, declare the Purchaser to be in default of its obligation, and all of the rights and interests in the Property conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in the Property, shall revert to the City, provided, that the City repays all portions of the Purchase Price paid by that date.

#### TITLE AND SURVEY; INSPECTION

3.1 Title. Seller shall, at Closing, convey to Purchaser title to the Property by limited warranty deed (the “Deed”).

3.2 Title Commitment. Within ten (10) days after the Effective Date, Purchaser shall obtain a commitment (“Title Commitment”) for an Owner’s Policy of Title Insurance for the Property (“Title Policy”) issued by Surety Title Agency, Inc., 1120 Chester Avenue, #400, Cleveland, OH 44115 (“Title Company”) setting forth the condition of title to the Property, and will provide the same to the Seller. Purchaser shall have fifteen (15) days after receipt of the Title Commitment (“Title Review Period”) to review the condition of title to the Property. If during the Title Review Period Purchaser determines that there is any matter or condition in the Title Commitment which, in Purchaser’s reasonable opinion, renders the Property unfit for its intended use, Purchaser will provide written notice to the Seller on or before the expiration of the Title Review Period of any such matter or condition (“Title Objection Notice”). The Seller will have no obligation to correct or cure such objections, but may at its sole option, elect to cure or correct such objections. Within ten (10) days after receipt of Purchaser’s Title Objection Notice, Seller will advise the Purchaser in writing whether or not the Seller will correct or cure such matter or condition (“Seller’s Response”). If the Seller elects to correct or cure such matter or condition, the Seller will commence such cure with due diligence and in such event the closing of the sale will be extended for a reasonable period of time to complete such cure. If the Seller elects not to correct or cure such matter or condition, Purchaser will have the right, upon written notice to the Seller within three (3) days after receipt of the Seller’s Response, to either (a) agree to waive any objection to such matter or condition and proceed to Closing without any cure of such matter or condition and without any reduction in the Purchase Price; or (b) elect to terminate this Agreement. Purchaser’s failure to deliver the Title Objection Notice on or before the expiration of the Title Review Period will constitute a waiver by Purchaser of any right to object to any matter or condition relating to the Title Commitment or the condition of title to the Property and any right to terminate the purchase agreement. In the event this Agreement is terminated for the reasons set forth in this paragraph, the Earnest Money payment will be returned to Purchaser.

3.3 Due Diligence. For a period commencing upon the Effective Date, and continuing for sixty (60) days (“Inspection Period”), Purchaser, together with its agents, employees, and authorized representatives (“Purchaser’s Agents”), shall have the right to perform any and all due diligence inspections, including, without limitation, any general inspections and surveys of the Property, soil testing, quality and compaction, environmental and any other appropriate tests to determine the condition of the Property, the suitability for its intended use, whether the Property is in compliance with all applicable federal, state, or local laws, rules, ordinances, regulations, and codes, and any other matters which Purchaser desires to inspect (“Inspections”).

(a) Seller shall provide Purchaser with reasonable access to the Property, upon reasonable advance written notice from Purchaser, to perform such due diligence inspections by Purchaser, and its respective agents. The Seller shall have the right to have

its representative present at the Property during any Inspections. In no event shall Purchaser's agents make any intrusive physical testing of the Property without the prior written consent of Seller which consent shall not be unreasonably withheld. Purchaser shall promptly restore the Property to the condition existing prior to the Inspections and repair any damage to the Property resulting from any of the Inspections conducted by or on behalf of Purchaser.

(b) If during the Inspection Period, the results of the due diligence inspections reveal conditions of the Property that are unacceptable to Purchaser or that render the Property unfit for Purchaser's intended use, in its reasonable discretion, then Purchaser may terminate this Agreement. To effectuate a termination of this Agreement pursuant to this Section, the Purchaser shall provide the Seller written notice of said termination on or before the expiration of the Inspection Period of any such unacceptable matter or condition, together with a copy of any applicable report or survey describing such matter. Upon the termination of this Agreement under this Section, the Earnest Money shall be returned to Purchaser.

(c) Upon request from Purchaser, Seller shall provide Purchaser with copies of all tests, surveys, reports, or other documents ("Reports") concerning the Property in Seller's possession. Upon request from Seller, Purchaser shall provide Seller with copies of all Reports related to the Inspections.

**3.4 PURCHASER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS AND WILL BE MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE BY SELLER, INCLUDING WITHOUT LIMITATION THE CONDITION OR VALUE OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR PURCHASER'S INTENDED USE. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS AFFORDED PURCHASER THE OPPORTUNITY FOR FULL AND COMPLETE INVESTIGATIONS, EXAMINATIONS AND INSPECTIONS OF THE PROPERTY AND THAT PURCHASER WILL ACQUIRE THE PROPERTY SOLELY ON THE BASIS OF PURCHASER'S OWN REVIEW AND INSPECTION OF THE PROPERTY. BY EXECUTING THIS AGREEMENT, PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHICH ARE MATERIAL, NEGOTIATED TERMS OF THIS AGREEMENT WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS AGREEMENT WITH PURCHASER.**

## CONDITIONS TO CLOSING

4.1 Conditions. The obligations of the parties to close the transaction contemplated by this Agreement are subject to the following conditions:

(a) The representations and warranties of the parties contained in Section 5 of this Agreement shall be true on the date of Closing as though those representations and warranties were made on that date.

(b) Neither Purchaser nor Seller shall have breached any affirmative covenant contained in this Agreement to be performed by them on or before to the date of Closing.

(c) Purchaser shall have approved all of the matters set forth in Section 3 in respect to which Purchaser has, under provisions of this Agreement, a right of inspection and/or approval; or, in the event Purchaser has delivered written objections to Seller in respect to any of those matters, Seller has elected to and has remedied Purchaser's objections prior to Closing in the manner and within the time period provided in this Agreement or if Seller has not remedied Purchaser's objections prior to Closing, then Purchaser has waived said objections.

(d) Seller shall have timely delivered to Purchaser in satisfactory form the documents and all other items referred to in Section 6 below.

(e) The Title Company shall at Closing have delivered or irrevocably committed itself in writing to deliver the Title Policy.

(f) The Purchaser shall have delivered the Purchase Price to the Title Company for distribution to Seller, unless otherwise provided herein.

(g) Purchaser shall have accepted a deposit in the amount of \$5,000 from a home buyer and executed a sale for at least one single family house.

(i) Purchaser shall have executed and delivered such documents and agreements as may be necessary or required in the reasonable opinion of Seller's counsel.

4.2 Additional Conditions. Additionally, because Purchase intends to develop the Property following Closing, Purchaser shall provide to Seller evidence, in form reasonably satisfactory to Seller, that the following conditions have been satisfied:

(a) Prior to the submission of plans and associated documents for planning and zoning approval, Purchaser shall conduct at least one community engagement meeting,

open to the general public, to present Purchaser's planned development and to seek input and feedback from the community.

(b) Purchaser has obtained the appropriate zoning certificate and all other necessary zoning approvals from the City of Cleveland Heights, Ohio for Purchaser's use of the Property following Closing.

(c) Purchaser has obtained the appropriate approvals from the Planning Commission of the City of Cleveland Heights, Ohio necessary to permit the Purchaser's development of the Property following Closing.

#### REPRESENTATIONS, WARRANTIES, INDEMNITY

5.1 Seller's Representations. Seller makes the following representations to Purchaser as of the date of this Agreement and the date of the Closing:

(a) Seller is an Ohio municipality organized under the laws of the State of Ohio and its Charter, and has all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Seller has duly authorized the execution, delivery and performance of this Agreement.

(c) There are no suits, actions, or proceedings pending or, to the best of Seller's knowledge, contemplated against or concerning the Property.

(d) Seller's execution, delivery and performance of this Agreement will not constitute a default under any agreement, lease, indenture, order or other instrument or document by which Seller or the Property may be bound.

5.2 Purchaser's Representations. Purchaser makes the following representations to Seller as of the date of this Agreement and the date of the Closing:

(a) Purchaser is an Ohio limited liability company and has all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Purchaser has duly authorized the execution, delivery and performance of this Agreement.

(c) There are no suits, actions, or proceedings pending or, to the best of Purchaser's knowledge, contemplated against or concerning the Purchaser which would have a material and adverse impact upon Purchaser's ability to enter into and perform this Agreement.

(d) Purchaser's execution, delivery and performance of this Agreement will not constitute a default under any agreement, lease, indenture, order or other instrument or document by which Purchaser may be bound.

5.4 Survival. Each of the covenants, warranties, representations and agreements contained in this Agreement shall be made as of the date hereof and shall be deemed renewed on the Closing Date and shall survive until the five (5) year anniversary of the Closing Date, the payment of the Purchase Price and the filing of the Deed for record and shall not be merged therein.

#### CLOSING AND TRANSFER OF TITLE

6.1 Closing. Unless extended by written agreement of the parties, the closing ("Closing") for the delivery of Seller's Deed, payment of the Purchase Price, plus or minus Closing adjustments, and delivery of the other instruments provided for in this Agreement, shall occur within thirty (30) days after the expiration of the Inspection Period, provided that all other Conditions to Closing under Section 4 have been satisfied. The Title Company shall serve as escrow agent for the Closing of the transaction.

6.2 Seller's Documents; Other Deliveries. At Closing, Seller shall execute and/or deliver to the Title Company the following:

(a) The Deed to the Property;

(b) Such other documents or instruments as may be reasonably requested by Purchaser, required by other provisions of this Agreement or reasonably necessary to effectuate the Closing. All of the documents and instruments to be delivered by Seller shall be in the form and substance reasonably satisfactory to counsel for Purchaser.

6.3 Purchaser's Documents; Other Deliveries. At Closing, Purchaser shall execute and/or deliver to the Title Company the following:

(a) The Purchase Price, less the Earnest Money;

(b) The Note;

(c) The Mortgage;

(d) Such other documents or instruments as may be reasonably requested by Seller, required by other provisions of this Agreement or reasonably necessary to effectuate Closing. All of the documents and instruments to be delivered by Purchaser shall be in form and substance reasonably satisfactory to counsel for Seller.

#### POSSESSION

7.1 Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

#### PRORATIONS AND EXPENSES

8.1 Real Estate Taxes and Assessments. Real property taxes, general and special assessments, and assessments for sewer, water, and other utilities, shall be prorated between the Seller and Purchaser as of the date of Closing, using the rate and valuation shown on the most recent tax information available.

8.2 Closing Costs. Purchaser shall pay all costs related to the Closing of this transaction, including but not limited to, the following costs and expenses: (a) costs and fees for the Title Commitment and the Title Policy; (b) the real property transfer taxes and conveyance fees for the Property, if any; (c) all recording fees for the deeds; (d) all of the escrow fee; (e) the costs and fees for the Inspections; and (f) all of its own legal fees; and (g) any other costs necessary to effectuate this Agreement. Seller shall be responsible for the payment of its own legal fees.

At Closing, the parties shall execute and deliver to each other an agreed-upon closing statement which reflects the allocation of costs, adjustments due to credits or prorations, and disbursement of the Purchase Price, all as set forth more fully in this Agreement.

8.3 Utility Expenses. Purchaser shall be responsible for making all arrangements to obtain utility services, if any.

## NOTICES

9.1 All notices permitted or required under this Agreement shall be in writing and shall be deemed properly delivered immediately upon hand delivery or three business days after being deposited in the United States mail sent certified with return receipt requested, postage prepaid, addressed to the parties at their respective addresses set forth below, or by email immediately upon delivery, or as they may otherwise specify by written notice delivered in accordance with this Section:

Purchaser:	Cedar Hill Development, LLC 2593 Fairmount Blvd. Cleveland Heights, OH 44106 Attn: Paul Volpe, Member
Seller:	City of Cleveland Heights, Ohio 40 Severance Circle Cleveland Heights, Ohio 44118 Attn: Law Director
With a copy to:	Roetzel & Andress 222 South Main Street Akron, Ohio 44308 Attn: Jason Dodson, Esq.

## MISCELLANEOUS

10.1 Entire Agreement. This Agreement constitutes the entire contract between the parties and supersedes all prior understandings, oral agreements, written agreements, promises, conditions, representations or terms of any kind. There are no conditions or inducements relied upon by either party prior to the execution of this Agreement. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

10.2 Successor and Assigns; Assignment. This Agreement shall be binding and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto, provided however that, neither party may assign its rights hereunder without the prior written consent of the other which consent shall not be unreasonably withheld.

10.3 Counterparts. This Agreement may be executed by all parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

10.4 Governing Law. This Agreement shall be construed, and the rights and obligations of the parties shall be determined, in accordance with the laws of the State of Ohio. Venue for any action or proceeding shall be in court of competent jurisdiction in Cuyahoga County, Ohio.

10.5 Waiver. The waiver of or failure to enforce any provision of this Agreement shall not be a waiver of any further breach of such provision or of any other provision hereof.

10.6 Modifications. No change or addition to this Agreement or any part hereof shall be valid unless in writing and signed by each of the parties.

10.7 Headings. The headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

10.8 Time; Calculation of Time Periods. Time is of the essence in the performance of this Agreement. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m., Cleveland Heights, Ohio time.

[Remainder of Page Intentionally Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties below have executed this Agreement effective as of the date hereinabove.

**SELLER:**

CITY OF CLEVELAND HEIGHTS, OHIO

\_\_\_\_\_  
Kahlil Seren, Mayor

Date: \_\_\_\_\_

**PURCHASER:**

CEDAR HILL DEVELOPMENT, LLC

By: \_\_\_\_\_  
Paul Volpe, Member

Date: \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
William R. Hanna, Law Director

**EXHIBIT A**

Legal Description for Property

Permanent Parcel Number: 68524001

Address: Vacant lot located on South Overlook Road, Cleveland Heights, Ohio 44106

Prior Instrument Number: \_\_\_\_\_

Legal Description:

To be supplemented to this Agreement upon the Title Company providing the same to the Parties.

Permanent Parcel Number: 68524033

Address: Vacant lot located on Cedar Road, Cleveland Heights, Ohio 44106

Prior Instrument Number: Vol. 6647, Page 583

Legal Description:

Being a parcel of land situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio and known as being a part of Original 100 Acre Lot No. 413, Township 7N, Range 12W and a part of Sublot No. 78 of the Cedar Hill Allotment, as recorded in Plat Book Volume 55, Page 24 in the office of the Cuyahoga County Recorder, and being located within the following described points in the boundary thereof;

Beginning in the southerly right-of-way line of Cedar Road at a point located 40.00 feet right of Station 13+68.00 of the centerline survey of said road as recorded in Volume \_\_\_\_\_ of Plats, Page \_\_\_\_\_ in the office of the Cuyahoga County Recorder;

Thence along said right-of-way line on the arc of a curve deflecting to the left (the radius of which is 452.37 feet and the chord of which bears North 86°51'29" East and is 10.97 feet in length), a distance of 10.97 feet to a point;

Thence South 3°50'12" East, 7.00 feet to a point;

Thence South 86°51'29" West, 11.14 feet to a point;

Thence North 2°26'50" West, 7.00 feet to the point of beginning and containing 77 square feet of land, more or less, as calculated and described in April, 1994 by Richard J. Bilski, Ohio Registered Surveyor No. 5244 of CT Consultants, Inc., Registered Engineers and Surveyors.