

**REAL ESTATE PURCHASE AGREEMENT,
RECEIPT AND ACCEPTANCE**

This real estate purchase agreement is hereby entered into by and between the City of Olmsted Falls (“Seller”), and The Behavior Clinic, LLC (“Purchaser”) regarding the real property located at 9664 Columbia Road known as Cuyahoga County Auditor’s PPN: 291-05-023.

1. PURCHASE PRICE

Purchaser agrees to purchase property known as PPN 291-05-023, located at 9664 Columbia Road, in the City of Olmsted Falls, Ohio, with legal description attached, from the Seller for the price of Sixty-Four Thousand Eight Hundred Dollars (\$64,800.00), and Seller agrees to accept the same in consideration and convey said property to the Purchaser.

2. CONDITION OF PROPERTY

Seller represents that it has no information which would reasonably imply the existence of underground hazards or other environmental risks and is not aware of any past environmental testing of any kind associated with the property. Seller has not caused or conducted any environmental testing and makes no representation concerning the condition of the property.

3. TITLE

A. Deed

During the first week of January 2021 or as otherwise agreed by the parties in writing, Seller shall furnish to Purchaser a good and sufficient general warranty deed conveying marketable title to the property subject at the time of title transfer to encumbrances, reservations and exceptions, if any, as are permitted in the policy of title insurance described in Paragraph B below and agreed to in writing by Purchaser.

B. Title Insurance

Prior to the time of title transfer, Seller shall provide an ALTA Owner’s Policy of Title Insurance (“the Title Policy”) issued by a Licensed Ohio Title Insurance Company in the amount of the purchase price insuring marketable title in Purchaser free and clear of all title defects, encumbrances, reservations, and exceptions, except: (1) zoning ordinances, (2) restrictions, conditions, reservations, limitations, and easements (however created) of record as do not materially adversely affect the use, finance ability, or value of the property, (3) encroachments as do not materially adversely affect the use, finance ability, and value of the property; Seller represents that the current general commercial zoning regulations permit the construction of structures for a commercial purpose including operation of a veterinary clinic and parking, subject to Planning Commission and Design Board approval.

C. Cure of Title Defects

If title to the property does not comply with the requirements of paragraphs 4A or B above, the Purchaser shall deliver written objections to the title within 10 days of the receipt of the commitment for Title insurance and Seller shall have thirty (30) days after receipt of notice to remove the defect(s) or cause the Title Company to insure over the defect(s) and to provide Purchaser with evidence thereof. If Seller fails to remove the defect(s) or cause the Title Company to insure over the title defect(s) within the thirty (30) day period, then Purchaser upon notice to Seller within ten (10) days after the expiration of the thirty (30) day period, may either: (1) accept title to the property subject to the defect(s) with or without reduction in the total purchase price, or (2) terminate this Agreement in which event Seller shall pay all non-refundable escrow, title and financing costs incurred and Purchaser shall be relieved of any further liability. Failure of Purchaser to give notice to Seller of Purchaser's election under (1) or (2) above within the ten (10) day period shall be deemed an election by Purchaser to terminate this Agreement under (2) above.

4. ESCROW PROCEDURE

All documents and funds and/or financial institution commitments for funds necessary to complete this transaction shall be placed in escrow with Surety Title Agency, Inc. ("Escrow Agent") in sufficient time to permit transfer of title during the time described in Paragraph 3(A). This agreement shall be considered by the Escrow Agent, upon acceptance of the Escrow agent, as escrow instructions in addition to the Escrow Agent's standard conditions of escrow acceptance where not inconsistent, which conditions of escrow shall be made a part hereof and incorporated herein by reference. In case of conflict between this Agreement and the standard conditions of escrow acceptance, this Agreement shall prevail.

5. TITLE TRANSFER, OCCUPANCY, AND POSSESSION

A. Title Transfer

Title shall transfer to Purchaser by the recording of the deed during the first week of January 2021, which shall be no more than 10 days following the issuance of the ALTA Owner's Policy of Insurance or within the time set out in Paragraph 3(A), whichever is later, unless changed by written agreement of Purchaser and Seller.

B. Possession

Seller shall deliver possession of the property to Purchaser upon transfer of title.

6. PRORATIONS, CHARGES AND CREDITS

A. Charges Against Seller

As the property in question was acquired by the Seller through its Land Bank, no taxes are due for the period of time the property was owned by Seller who is a political subdivision. In consideration thereof, taxes and assessments, both general and special for 2019, shall be paid by Seller and taxes and assessments for 2020 shall be prorated as of the date of closing using the last available duplicate for 2019. The costs of satisfying any taxes, assessments, liens, or encumbrances shall be discharged by the Seller prior to the closing date. The Seller shall also be charged with the following costs: (i) cost of the title insurance policy; (ii) the cost of examination of title; (iii) one-half the cost of the escrow fee. There is no conveyance fee or transfer tax as Seller is a political subdivision.

B. Charges Against Purchaser

Purchaser shall be charged with the following costs, to be deducted by the Escrow Agent from funds due Purchaser prior to transfer of title: (i) one-half the escrow fee; (ii) there is no conveyance fee or transfer tax as the Seller is a political subdivision.

7. NOTICE

A notice or other communication required or permitted to be given under this Agreement shall be in writing and given by personal delivery or shall be deemed to have been given upon mailing, postage prepaid with U.S. Postal Service "Certificate of Mailing" and addressed to Seller and Purchaser at their respective addresses set forth below. Copies of all such notices or communications shall be given to counsel for the respective parties if advised in writing.

If to Seller: James P. Graven, Mayor
26100 Bagley Road
Olmsted Falls, Ohio 44138

If to Purchaser: The Behavior Clinic, LLC
c/o Elizabeth S.M. Feltes, DVM
9680 Columbia Road
Olmsted Falls, Ohio 44138

8. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties. There are no other conditions, representations warranties or agreements, express or implied.

9. PARTIES BOUND AND BENEFITTED

This agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.

SELLER: The City of Olmsted Falls

JAMES P. GRAVEN, MAYOR

DATE

PURCHASER: The Behavior Clinic, LLC

ELIZABETH S.M. FELTES, DVM

DATE

ACCEPTANCE BY ESCROW AGENT

The Escrow Agent hereby accepts this Agreement in accordance with Paragraph 4 of this agreement.

BY: _____

LEGAL DESCRIPTION
0.496 ACRES PARCEL 291-05-023
9664 COLUMBIA ROAD
CITY OF OLMSTED FALLS, CUYAHOGA COUNTY, OHIO

Situated in the City of Olmsted Falls, County of Cuyahoga and State of Ohio and known as being part of Original Olmsted Township Tract No. 3, and bounded and described as following: Beginning in the center line of Columbia Road at its point of intersection with the Northeasterly corner of land conveyed to Ephrian Bigelow by deed dated May 3, 1878, and recorded in Volume 290, Page 316 of Cuyahoga County Records; thence Westerly along the Northerly line of said land conveyed to Bigelow, 230 feet; thence Northerly 103 feet to the Rocky River Stone Company's Quarry Railroad; thence Easterly along the Southerly line of said Railroad 220 feet to the center line of Columbia Road; thence Southerly along said center line of Columbia Road 103 feet to the place of beginning, according to Joseph Swift's survey, be the same more or less, but subject to all legal highways.

EXCEPTING THE FOLLOWING 2 PARCELS:

Exception from the above parcel that parcel conveyed to Capricorn Properties, LTD by deed dated July 13, 1999 and recorded in AFN 199907210163 of Cuyahoga County Records and described as follows:

Situated in the City of Olmsted Fall, County of Cuyahoga, and State of Ohio and known as being part of Tract No. 3 in the Original Olmsted Township and more fully described as follows:

Beginning at the iron pin set in the Northerly R/W of Chapin Street 30 feet wide and the Westerly R/W of Columbia Road (Right of Way Varies), thence North 16 degrees 14' 27" East along the Westerly R/W of said Columbia Road a distance of 65.80 feet to a point in the R/W of said Columbia Road, the principal place of beginning:

Course I: Thence North 90 degrees 00' 00" West a distance of 208.79 feet to a point;

Course II: Thence North 00 degrees 18' 54" East a distance of 5.72 feet to an iron pin set;

Course III: Thence South 88 degrees 49' 33" East a distance of 208.96 feet to an iron pin set in the Westerly R/W of said Columbia Road;

Course IV: Thence South 06 degrees 14' 27" West along the Westerly R/W of said Columbia Road a distance of 1.45 feet to the principal place of beginning.

Said parcel containing 0.01718 acres or 749 square feet of land be the same more or less, but subject to all legal highways as surveyed and described in July 1999 by Ralph W. Gromley, Registered Ohio Surveyor Number 7431. Bearings used herein are to an assumed meridian and are used to denote interior angles only. All iron pins set are 5/8" by 30" rebar capped #7431. The

intent of the above description is to describe a split parcel from Original Deed Volume 15242, Page 25 as conveyed to Bal-Mar, Inc. as recorded in the Cuyahoga County Deed Records.

Also excepting from the above parcel that parcel conveyed to City of Olmsted Falls, Ohio by deed dated May 25, 2006 and recorded in AFN 200606150252 of Cuyahoga County Records as described as follows:

Situated in the City of Olmsted Falls, County of Cuyahoga, Original Olmsted Township, Tract 3, T6N, R15W and being more fully described as follows:

Being a parcel of land lying on the left and right sides of the centerline of right of way of Cuy-252-0.05 as surveyed by URS Corporation and recorded as Image No. _____ of the Cuyahoga County Records and being located within the following described points on the boundary thereof,

Beginning at a monument found at the intersection of the centerline of right of way of Sprague Road (C.H. 67) with the centerline of right of way of Columbia Road (S.R. 252) said point being at station 0+00.00 on the centerline of right of way of Columbia Road (S.R. 252) and on the South line of Cuyahoga County;

Thence North 06 degrees 09' 24" East on the centerline of right of way of Columbia Road (S.R. 252) a distance of 757.22 feet to Grantor's Southeast property corner said point being 0.74 feet right of station 7+57.21 on the centerline of the proposed right of way and construction of Columbia Road (S.R. 252) and the True Point of Beginning of the parcel described;

Thence North 88 degrees 52' 19" West on Grantor's Southerly property line a distance of 30.12 feet to a point on the existing Westerly right of way line of Columbia Road (S.R. 252);

Thence North 06 degrees 09' 24" East on the existing Westerly right of way line of Columbia Road (S.R. 252) a distance of 69.49 feet to an iron pin set;

Thence North 02 degrees 30' 26" West on the proposed Westerly right of way line of Columbia Road (S.R. 252) a distance of 33.43 feet to an iron pin set on Grantor's Northerly property line;

Thence South 89 degrees 33' 56" East on Grantor's Northerly property line a distance of 35.21 feet to a point on the existing centerline of right of way line of Columbia Road (S.R. 252) and Grantor's Northeast property corner;

Thence South 06 degrees 09' 24" West on the existing centerline of right of way line of Columbia Road (S.R. 252) and Grantor's Easterly property line a distance of 103.41 feet to the True Place of Beginning containing 0.073 acres (3,181 square feet) including the present road which contains 0.071 acres (3,097 square feet) more or less.

Permanent Parcel No. 291-05-023
Property Address: 9664 Columbia Road
Olmsted Falls, Ohio 44138