



REAL ESTATE PURCHASE CONTRACT



Date: November 6, 2001

The undersigned Buyer agrees to buy and the undersigned Seller agrees to sell (the "Contract"), through Coldwell Banker King Thompson "Coldwell Banker King Thompson" as Broker, upon the terms hereinafter set forth, the following real estate (the "Property") located in the State of Ohio, County of Franklin described as: 6555 Clark State Road Gahanna, Ohio Being a Two Story home with attached 3 Car Garage and the lot upon which it rests of 1.14 Acres more or less, also known as Parcel #170,000162

1. On the following terms: Purchase price shall be \$145,000 (one Hundred forty-five thousand) Buyer shall pay Seller ALL CASH at Closing and Delivery of deed.

This offer is made on this property in "As Is" Condition. The offer is NOT contingent upon ANY finance approval. The buyer, Tylka shall pay his own closing costs and pre-pays. The buyer may, at the buyer's option choose to HAVE THE PROPERTY INSPECTED at the buyer's cost but said inspection shall have no bearing upon the validity of this offer and closing of this transaction within the terms specified herein. The seller, The City of Gahanna, shall make the property reasonably available for said inspection ancillary to closing and delivery of deed. City of Gahanna shall, at the City's cost, bring water lines to the property and absorb the hook-up cost. Similarly, the City shall extend the sewer lines to service the property as well.

2. Deed: Seller shall convey the Property to Buyer by marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this Contract, and except the following: (None, if nothing inserted.)

3. Taxes and Assessments: At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments which are a lien on the date of Contract and all agricultural use tax recoupments for years prior to the year of closing. At closing, Seller shall also pay or credit on the purchase price all other unpaid real estate taxes which are a lien for years prior to closing and a portion of such taxes and agricultural use tax recoupments for year of closing prorated through date of closing and based on a 365 day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

Seller warrants that no improvements or services (site or area) have been installed or furnished, or notification received from public authority, or owner's association of future improvements of which any part of the costs may be assessed against the real estate, except the following: (None, if nothing inserted.)

4. Fixtures and Equipment: The consideration shall include any fixtures, including but not limited to: built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatus; stationary tubs; pumps; water softening equipment (unless eased); roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods and window coverings (excluding draperies and curtains); attached mirrors; lights, bathroom and lavatory fixtures; storm and screen doors, screens, and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage; garage door openers and controls; attached replace equipment; security systems and controls (unless leased); smoke alarms, satellite TV reception system and components; all exterior plants and trees; and the following:

The following shall be excluded:

5. Property Inspection and Test: Seller shall cooperate in making the Property reasonably available for inspection(s) and test(s) described in 5A, 5B, 5C, and 5D. Buyer shall be responsible for the repair(s) of any damage caused by their inspection(s) and test(s) and any such repairs shall be timely completed in a workman-like manner at Buyer's expense.

5A. Buyer, at Buyer's expense, shall have N/A calendar days (Not applicable if number of days is not inserted) after acceptance hereof to have the Property and all improvements, fixtures, and equipment inspected and tested and any other environmental inspection(s) and/or test(s) completed.

5B. Buyer, at Buyer's expense, shall have \_\_\_\_\_ calendar days (Not applicable if number of days is not inserted) after acceptance hereof to have the Property inspected for wood destroying insects and furnish a report on FHA/VA approved form by an Ohio Certified Pest (Termite) Control Applicator and to secure a gas line warranty with a written guaranty from a gas line repair company or licensed plumber of Buyer's choosing. Seller shall pay Buyer, at closing, for the first \$\_\_\_\_\_ of the cost of such inspection and gas line warranty.

5C. Buyer, at Buyer's expense, shall have N/A calendar days (Not applicable if number of days is not inserted) after acceptance hereof to have the septic and well system inspected by a local health authority or State EPA approved laboratory of Buyer's choosing. Seller shall pay Buyer, at closing, the first \$\_\_\_\_\_ of the cost of such septic and well inspection.

5D. Buyer, at Buyer's expense, shall have N/A calendar days (Waived if number of days is not inserted or home was built after January 1, 1978) after acceptance hereof to have a lead-based paint inspection(s) and test(s). (With respect to housing constructed prior to January 1, 1978, the Seller is obligated to provide certain information and disclosures regarding lead-based paint. Every Buyer 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 from lead-based paint that may place young children at risk of developing lead poisoning. In the event that the home was built prior to January 1, 1978, Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the Lead-Based Paint and Lead-Based Paint Hazard Disclosure Form. 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 inspection(s) 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 hazards is recommended prior to purchase.)

WPT PIT

EXHIBIT A

PROPERTY ADDRESS:

6555 Clark State Road

WPT/PJT (initials)

5E. If Buyer is not, in good faith, satisfied with the condition of the Property as disclosed by the inspection(s) and test(s) provided for in paragraph 5A, 5B, 5C, and 5D above, Buyer may elect to do one of the following:

- (i) within the time period specified above, deliver to Seller or Seller's agent a written request that the Seller remedy any unsatisfactory conditions, along with a written copy of the inspection(s) and test(s) specifying said unsatisfactory conditions and in the event that Buyer and Seller do not reach an agreement regarding remedying the unsatisfactory conditions within the time period specified above, then unless Buyer, in writing, waives such request prior to the expiration of such period, this Contract shall terminate OR
- (ii) within the time period specified above, terminate this Contract by delivering written notice of such termination to Seller or Seller's agent, along with a written copy of such inspection(s) and test(s), which notice and report(s) shall specify the unsatisfactory conditions. Failure of Buyer to so deliver written notice constitutes a waiver of Buyer's right to terminate pursuant to this provision.

**IT IS NOT THE INTENT OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.**

6. **Home Maintenance Plan:** Seller will provide the Buyer a ~~WARRANTY~~ Home Warranty at a cost of \$ N/A, to be paid by Seller at closing. Home Warranties do not cover pre-existing conditions nor preclude the use of a professional home inspection. Buyer and Seller acknowledge that Coldwell Banker King Thompson may receive compensation related to the purchase of a home maintenance plan.

7. **Title Insurance:** Seller shall furnish and pay for an owner's title insurance commitment and policy in the amount of the purchase price, with copy of subdivision or condominium plat. The title evidence shall be certified to within thirty (30) calendar days prior to closing with endorsement as of 8:00 a.m. on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Contract; (c) zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record which do not unreasonably interfere with present lawful use. Buyer shall pay any additional costs incurred in connection with mortgage insurance issued for the protection of Buyer's lender. If Buyer desires a survey, Buyer shall pay the cost thereof. If title to all or part of the Property is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions, or encroachments other than those excepted in this Contract, Seller shall within thirty (30) days after written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception therefore. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

8. **Rentals, Interest, Condominium Charges, Insurance, Utilities and Security Deposits:** Adjustments shall be made through date of closing for: (a) rentals; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges; and (d) transferable insurance policies, if Buyer so elects. Seller shall pay, through date of possession, all accrued utility charges and any other charges that are or may become a lien. Security deposits shall be transferred to Buyer.

9. **Damage or Destruction of Property:** Risk of loss to the real estate and appurtenances shall be borne by Seller until closing provided that if any property covered by this Contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind the Contract, and thereby release all parties from liability hereunder, by giving written notice to Seller and Broker within ten (10) calendar days after Buyer has written notice of such damages or destruction. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction.

10. **Deposit:** Buyer has given Coldwell Banker King Thompson the sum stated below which shall be returned to Buyer if no Contract have been entered into. Upon acceptance of this Contract by both parties, Coldwell Banker King Thompson shall place the deposit ("Deposit") in its trust account to be disbursed (subject to collection by Coldwell Banker King Thompson's depository) to Buyer at the closing. Buyer and Seller acknowledge that Coldwell Banker King Thompson cannot make an independent determination as to the disposition of the Deposit. Thus, in any event other than the closing of this transaction, if a party requests the Deposit, the requesting party shall sign Coldwell Banker King Thompson's Notice of Intent to Release Deposit & Mutual Release Form and the other party shall have twenty (20) calendar days after receipt thereof to deliver a written objection to Coldwell Banker King Thompson. If the receiving party objects in writing within such twenty (20) day period, Coldwell Banker King Thompson shall retain the Deposit until (i) Buyer and Seller have settled the dispute; (ii) disposition of the Deposit has been ordered by a final court order; or (iii) Coldwell Banker King Thompson places the Deposit with a court pursuant to applicable court procedures. Buyer and Seller agree to indemnify and hold Coldwell Banker King Thompson and their agents harmless from any and all liability and expense (including reasonable attorney fees) pertaining to the resolution of a Deposit dispute.

11. **Miscellaneous:** Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to the condition, character and size of land and improvements and fixtures, if any. Buyer and Seller agree to indemnify and hold harmless Coldwell Banker King Thompson, its agents and employees from all claims, demands, damages, liabilities and expenses (including reasonable attorney fees) arising out of any misrepresentations or non-disclosure by Seller or Buyer. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. This Contract shall be binding upon the parties, their heirs, executors and assigns. Time is of the essence of all provisions of this Contract. Any reference to "days" in this Contract shall mean calendar days unless specifically stated otherwise. All representations, covenants and warranties of the parties, contained in this Contract, shall survive the closing. Buyer and Seller acknowledge receipt of the Agency Disclosure Statement, Coldwell Banker King Thompson's Company Policy on Agency Relationship, and Dual Agency Disclosure Statement, if such forms are applicable. Facsimile signatures and other electronically transmitted signatures shall be binding upon the parties to this Contract.

12. **Closing and Possession:** This Contract shall be performed and this transaction closed on or before 11 / 30 / 01,  
Month Date Year

unless the parties agree in writing to an extension. Seller is entitled to possession through Closing and DELIVERY of Deed. At the time Seller delivers possession, the Property will be in the same condition as the date of acceptance of this Contract, except as provided in Paragraph 9 normal wear and tear excepted; and all debris and personal property not included in this Contract shall be removed by Seller.

13. **Duration of Offer:** This offer shall be open for acceptance through 10PM / November / 16 / 2001.  
Time Month Day Year

PROPERTY ADDRESS: 6555 Clark State Road Gahanna, Ohio

WFT/PJT (Initials)

NOTIFICATION TO BUYER & SELLER

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

B. Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most sellers will be required to provide Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time Buyer enters into this agreement, Buyer may be entitled to rescind this agreement by delivering a document of rescission to Seller or Seller's agent, provided such document of rescission is delivered prior to all three of the following dates: (1) The date of closing (2) 30 days after the Seller accepted the Buyer's offer; and (3) Within 3 business days following the receipt by Buyer or Buyer's agent of the Property Disclosure Form or amendment of that form.

C. Use of Professional Home Inspectors: It is strongly recommended that the Buyer retain the services of a home inspector, surveyor, structural engineer or other professional to satisfy the Buyer as to any and all aspects of the physical condition of the Property. Coldwell Banker King Thompson makes no representations or warranties regarding the physical condition of the Property.

D. Ohio Sex Offender Registration and Notification Law: Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. The notice provided by the sheriff is a public record and is open to inspection under the Ohio's Public Records Law. Therefore, Buyer agrees to assume responsibility to obtain information from the sheriff's office regarding notices provided pursuant to Ohio's Sex Offender Notification Law. Seller agrees to provide Buyer copies of all notices received pursuant to the Ohio Sex Offender Registration and Notification Law.

E. Use of Legal Counsel: It is strongly recommend that all parties to this Contract be represented by legal counsel. All legal questions involving this Contract or this real estate transaction should be directed to an attorney.

Buyer's Initials: WFT, PJT Seller's Initials: WFT, PJT

The undersigned Buyer agrees to the terms herein and acknowledges that he has read and received a copy hereof:

Signature: William F. Tylka Print Name: William F. Tylka Signature: Pamela J. Tylka Print Name: Pamela J. Tylka

Print Name

Address

Phone

Deed to William P. and Pamela J. Tylka Husband and Wife

Signed this 6th day of November, 2001

Name of Buyer's Attorney

Phone

Selling Broker Coldwell Banker King Thompson

Selling Broker # 0399 Phone 614-939-0808

Fax # 614-939-0280

Address 1379 E. Johnstown Rd.

Gahanna, Ohio 43230

Selling Agent P.J. Connor File # 238885

Home Phone # 614-855-4554

The undersigned Seller agrees to the terms herein and acknowledges that he has read and received a copy hereof:

Signature: Rebecca W. Stinchcomb Print Name: Rebecca W. Stinchcomb

Print Name

Address: Subject To Council approval.

200 S. Hamilton Rd., Gahanna OH

Phone (614) 471-2563

Signed this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Name of Seller's Attorney

Phone

Listing Broker

Listing Broker # Phone

Fax #

Address

Listing Agent File #

Home Phone #

The undersigned acknowledges receipt of the sum of \$ 1,000 by cash check which shall be held, deposited and disbursed pursuant to Paragraph 10 above.

By: P.J. Connor Date: 11/7/01 #112



BUYER'S COUNTER OFFER TO THE SELLER

THE UNDERSIGNED BUYER, TYLKA ACKNOWLEDGES THE SELLERS' COUNTER OFFER ON THE PROPERTY 6555 CLARK STATE ROAD GAHANNA, OHIO DATED AND REVIEWED NOVEMBER 21, 2001. BUYER ACCEPTS THE TERMS CONTAINED THEREIN EXCEPT THE PURCHASE PRICE, CONCOMITANT WITH THE LIST OF REPAIRS RENDERED WITH THE BUYER'S ORIGINAL OFFER OF \$145,000. THE BUYER, TYLKA UPON CLOSE EXAMINATION OF THE HOME AND LAND SURROUNDING IT AND WITH THE FOREKNOWLEDGE THAT THERE WILL BE NO CITY WATER OR SEWER BROUGHT TO THIS SITE, THE OFFER REMAINS AT \$145,000. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME UNLESS CHANGED HEREIN.

THIS COUNTER OFFER IS OPEN UNTIL 9:00pm NOV. 30, 2001.

N.B. THE BUYER RESPECTFULLY REQUESTS ANY EXTENSIONS OF THE CLOSING DATE DUE TO THE DELIBERATIONS OF THE GOVERNING BODY WHICH MAY HAVE NECESSARILY DELAYED THE CULMINATION OF THIS TRANSACTION, BUT CERTAINLY WITHIN THE MONTH OF DECEMBER, 2001.

*Sudrache White  
Director of Development  
on behalf of Mayor and  
subject to final approval  
by City Council  
12-04-01*

*William F. Tylka* 11/29/01  
WILLIAM F. TYLKA, BUYER DATE  
(THIS INFORMATION OBTAINED BY  
PHONE. SIGNED COPY TO FOLLOW)

TOTAL P.02