

## REAL ESTATE SALES AGREEMENT

This Real Estate Sales Agreement (the "Agreement") is dated as of the 17<sup>th</sup> day of October, 2025 (the "Effective Date") between the CITY OF CLEVELAND HEIGHTS, OHIO, htta the CLEVELAND HEIGHTS LAND REUTILIZATION PROGRAM, an Ohio municipal corporation (the "City") of 40 Severance Circle, Cleveland Heights, Ohio 44118 and FUTUREHEIGHTS, INC., an Ohio non-profit corporation (the "Purchaser") of 2450 Fairmount Blvd., Suite M180, Cleveland Heights, OH 44106.

The City owns certain real property consisting of 45 lots of vacant land and identified by the Permanent Parcel Number assigned by the Cuyahoga County Fiscal Officer as set forth on Exhibit A and located within the City of Cleveland Heights, Ohio (the "Property" and each separate lot being referred to as a "Parcel").

The City wishes to sell the Property to Purchaser and the Purchaser wishes to purchase the Property from the City.

The Purchaser agrees that it shall undertake and complete certain improvements on each Parcel within five (5) years of the Closing Date, which shall consist of constructing for sale owner-occupied housing upon each Parcel or combination thereof in compliance with all applicable City Zoning Ordinances and Building Codes, including those specifically set forth in Chapters 1101 to 1337 of the City's Codified Ordinances (the "Improvements").

Now, therefore, in consideration of mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### Section 1. Sale of the Real Estate; Purchase Price

Subject to all of the terms, covenants and conditions of this Purchase Agreement, the City agrees to sell each Parcel to Purchaser for the amount of Two Thousand Dollars (\$2,000.00) (the "Purchase Price"), which shall be paid by the Purchaser in full at Closing for each Parcel.

### Section 2. Deed

The City will convey each Parcel by quitclaim deed (the "Deed") on the Closing Date for that Parcel, containing the restrictions and requirements set forth in this Agreement (the "Closing").

On the Closing Date, the Deed shall be promptly filed with the Cuyahoga County Fiscal Officer for recordation in the Records of Cuyahoga County.

### Section 3. Closing; Escrow Agent; Title Insurance

The City shall deliver the Deed and possession of each Parcel to Purchaser, and Purchaser shall pay the Purchase Price, on a mutually acceptable date (the "Closing Date"). In establishing the mutually acceptable Closing Date for each Parcel, Purchaser shall notify the City in writing of its proposed Closing Date for that Parcel, which shall be no sooner than fifteen (15) days from the date of the notice, and no later than thirty (30) days from the date of the notice, unless otherwise agreed to by the parties in writing. Thereafter, the City and Purchaser shall cooperate with one another to effectuate the Closing for the

Parcel on the Closing Date, with such extensions as reasonably necessary or agreed to by the City and Purchaser.

This Agreement shall remain in effect, and the terms contained herein shall apply to each Parcel, until such time as the Closing occurs for the sale of each Parcel subject hereto. In the event the Closing does not occur for any Parcel subject to this Agreement by the three-year anniversary of the Effective Date and neither Purchaser nor an Authorized Assignee (as defined in Section 10) has initiated any City bona-fide and codified approval process for any Parcel, then this Agreement shall terminate and be of no force and effect to any remaining Parcels and Purchaser shall have no further right to those remaining Parcels.

Purchaser shall be entitled to possession of each Parcel on the Closing Date for that Parcel. The risk of loss for each Parcel shall pass to Purchaser on the Closing Date for that Parcel.

Purchaser may, in its sole discretion and at its own cost, obtain a title commitment and/or title insurance policy from a title company licensed to do business in Ohio for each Parcel. Should Purchaser not be satisfied with the condition of the title as set forth in the title commitment, Purchaser may, not later than ten (10) days before the Closing Date, terminate this Agreement as it pertains to that Parcel only.

The Closing shall occur at the office of the Law Director of the City, 40 Severance Circle, Cleveland Heights, Ohio 44118. However, in the event the Purchaser elects to obtain a title commitment, then the Closing shall occur at the offices of the title company issuing such title policy, who shall then serve as the as escrow agent ("Escrow Agent") for the Closing. In such event, the parties agree that the Escrow Agent's usual conditions for closing shall be applicable, except as otherwise required to meet the terms of this Agreement.

The Purchaser shall pay the escrow fees, the costs of the recording of the Deed, and any transfer taxes or conveyance fees. The City will pay for the preparation of the Deed. In the event the Closing occurs without an Escrow Agent, Purchaser shall deliver the Purchase Price and the expenses and costs to be paid by Purchaser to the City on or before the Closing Date. If the Closing Occurs through the Escrow Agent, then Purchaser shall deliver the Purchase Price and the expenses and costs to be paid by Purchaser to the Escrow Agent on or before the Closing Date.

#### **Section 4. Tax and Assessments; Utilities**

Utilities, real estate taxes and assessments, general and special, levied against the Property for both the current tax year in which each Closing occurs, as well as any prior tax year that are not paid as of the date of each Closing shall be assumed by the Purchaser upon Closing and payment of the same thereafter shall be the responsibility of the Purchaser, provided, however, that any delinquency that accrues after the Effective Date and before the Closing shall be credited against the Purchase Price at Closing.

#### **Section 5. Inspection; Condition of the Property**

Purchaser warrants that Purchaser has had the opportunity to inspect the Property and is purchasing the Property *"as is"* *"where is"* and *"with any and all defects"* whether latent or apparent. Furthermore, Purchaser expressly understands and agrees that tenants, squatters or other occupants may occupy the Property, and that Purchaser, to the extent necessary, will follow any applicable Ohio laws in terminating any lease arrangements or evicting said persons. Notwithstanding the foregoing, upon execution of this Agreement, the City agrees to authorize access to the Property to Purchaser, including Purchaser's consultants and agents, for the purpose of inspecting the physical conditions of the Property.

City and Purchaser shall execute an Access Agreement in generally the same form as that attached here as Exhibit B or in a form so chosen by the City's Director of Law.

#### **Section 6. Notice**

All notices provided for herein shall be sent by Email or United States Certified Mail, return receipt requested, to the City and Purchaser at the addresses set forth above. Notice to the City shall be provided to the Law Director and the Planning and Development Director. Either party shall have the right to designate a new address for the receipt of notices by providing notice under this Section 6.

#### **Section 7. Default**

In the event City defaults in its obligations under this Agreement, Purchaser may terminate this Agreement upon notice to the City, or Purchaser shall have the right to compel and/or enjoin the City to specifically perform this Agreement, as its sole remedies. In the event Purchaser defaults in its obligations under this Agreement, City may terminate this Agreement upon notice to the Purchaser.

#### **Section 8. Improvements; Revesting**

Purchaser understands and agrees that the City is selling the Property to the Purchaser for the express purpose of Purchaser undertaking and completing the Improvements to each Parcel of the Property. As such, Purchaser expressly agrees that it shall undertake and complete the Improvements for each Parcel no later than the end of the fifth (5<sup>th</sup>) year following the Closing Date for that Parcel. If Purchaser fails to undertake and complete the Improvements for each Parcel by said date, the City shall have the right to reenter and take possession of that Parcel and to terminate and revest in City the estate conveyed by the Deed to Purchaser. Beginning on the Effective Date, Purchaser may market and promote the Property including but not limited to promotion via social media, website, print collateral, articles, newsletters, neighborhood meetings, and signage.

To secure Purchaser's obligation to undertake and complete the Improvements by said date, the Deed for each Parcel shall contain a condition subsequent to the effect that in the event Purchaser fails to undertake and complete the Improvements within five (5) years of the Closing Date for that Parcel, that the City may, at its option, declare the Purchaser to be in default of its obligation to undertake and complete the Improvements on that Parcel, and all of the rights and interests in that Parcel conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in that Parcel, shall revert to the City, provided, that the City's rights under this paragraph are subject to and limited by the rights of any mortgage holder upon that Parcel. Such condition shall expressly state that it shall continue to bind any successor in interest to Purchaser, including, specifically, Rebuild Cleveland LLC.

#### **Section 9. Subsequent Sale; Reversion**

Furthermore, the Purchaser shall only sell or otherwise convey each Parcel within five (5) years of the Closing Date for that Parcel to an owner-occupant of the Parcel, except that Purchaser may sell or otherwise convey that Parcel to Rebuild Cleveland LLC. The Deed for each Parcel shall contain a condition that in the event Purchaser, or Rebuild Cleveland LLC, in the event of a sale or transfer of that Parcel from Purchaser to Rebuild Cleveland LLC, sells or otherwise conveys that Parcel within five (5) years of the Closing Date to any person(s) other than an owner-occupant of that Parcel, that the City may, at its option, declare the Purchaser to be in default of the obligation set forth in this paragraph, and all of

the rights and interests in that Parcel conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in that Parcel, shall revert to the City, provided, that the City's rights under this paragraph are subject to and limited by the rights of any mortgage holder upon that Parcel.

#### **Section 10. Assignment**

Neither party may assign this Agreement without the written consent of the other party, which shall not be unreasonably withheld. Purchaser may assign this agreement to an Authorized Assignee upon providing written notice to City no fewer than Fifteen (15) days prior to assignment. For purposes of this Agreement, Rebuild Cleveland LLC is the only Authorized Assignee. For the avoidance of doubt, in the event of an assignment, all obligations of Purchaser under this Agreement shall transfer to Authorized Assignee, including specifically the obligations set forth in Sections 8 and 9, above.

#### **Section 11. Waiver**

No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No modification of this Agreement shall be binding unless in writing and signed by the party against whom sought to be enforced.

#### **Section 12. Litigation Notice**

Purchaser shall give the City prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be threatened, which, if adversely determined, would materially impair the right of Purchaser to carry on its business or would materially and adversely affect its business, operations, properties, assets or condition.

#### **Section 13. Force Majeure**

Except as otherwise provided, neither party will be considered in default in its obligations, if the delay in performance is due to unforeseeable causes beyond its control and without its fault or negligence. Those unforeseeable causes include limitation, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party, fires, floods, unusually severe weather, pandemics, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or material men due to any of those causes, but not including lack of financing or financial capacity of Purchaser.

#### **Section 14. Entire Agreement**

This Agreement is the complete understanding of the parties. Any promise or condition not contained in this Agreement is not binding on the parties.

#### **Section 15. Binding Effect**

This Agreement and the various rights and obligations shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

#### **Section 16. Captions**

The captions in this Agreement are for convenience only and shall not be considered a part of interpretation of any provision of this Agreement.

**Section 17. Severability**

This Agreement is severable. If any provision of this Agreement is declared void or invalid by any court, it will not affect the validity of all other provisions of this Agreement.

**Section 18. Governing Law and Jurisdiction**

This Agreement shall be governed in all respects by the laws of the State of Ohio, without regard to conflict of law provisions. The parties agree that any claim or dispute must be resolved by a state or municipal court located in Cuyahoga County, Ohio and the parties agree to submit to the personal jurisdiction of those courts for the purpose of litigating all such claims or disputes.

**Section 19. Provisions Not Merged with the Deed**

No provision of this Agreement is intended to or may be merged by reason of the Deed or any subsequent deeds, and neither the Deed nor any subsequent deed may be deemed to affect or impair the provisions and covenants of this Agreement.

**Section 20. City Representatives Not Individually Liable**

No member, official, or employee of the City may be personally liable to Purchaser, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Purchaser or successor or on any obligations under the terms of this Agreement. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by those duly authorized on the day and year first above written.

CITY OF CLEVELAND HEIGHTS, OHIO,  
htta the CLEVELAND HEIGHTS LAND  
REUTILIZATION PROGRAM

  
\_\_\_\_\_  
Tony Cuda, Mayor

PURCHASER:

FUTUREHEIGHTS, INC.

By: Lee A. Chilcote III

Name: Lee A Chilcote III

Its: Executive Director

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
DIRECTOR OF LAW  
CITY OF CLEVELAND HEIGHTS, OHIO

**EXHIBIT A****LIST OF THE PARCELS COMPRISING THE PROPERTY**

<b>Number</b>	<b>Street</b>	<b>PPN</b>	<b>Zoning</b>
3281	Altamont	684-31-073	1FAMILY DET <10000
3403	Altamont	684-29-104	TWO FAMILY
3411	Altamont	684-29-102	TWO FAMILY
3432	Altamont	684-29-089	TWO FAMILY
3444	Altamont	684-29-092	TWO FAMILY
3344	Beechwood	684-28-041	1FAMILY DET <10000
0	Beechwood	684-28-042	1FAMILY DET <10000
3402	Berkeley	684-26-067	1FAMILY DET <10000
3266	Desota	684-31-039	TWO FAMILY
3286	Desota	684-31-034	TWO FAMILY
3294	Desota	684-31-032	TWO FAMILY
3320	Desota	684-28-102	TWO FAMILY
3324	Desota	684-28-103	TWO FAMILY
3328	Desota	684-28-104	TWO FAMILY
3332	Desota	684-28-105	TWO FAMILY
3354	Desota	684-28-109	TWO FAMILY
3396	Desota	684-29-051	TWO FAMILY
3420	Desota	684-29-056	TWO FAMILY
3317	Desota	684-28-094	TWO FAMILY
3321	Desota	684-28-092	TWO FAMILY
3413	Desota	684-29-069	TWO FAMILY
3417	Desota	684-29-068	TWO FAMILY
3421	Desota	684-29-067	TWO FAMILY
3427	Desota	684-29-066	TWO FAMILY
1689	Lee	684-33-026	1FAMILY DET <10000
14514	Superior	684-25-059	1FAMILY DET <10000
3227	Redwood	684-25-034	1FAMILY DET <10000
3250	E. Overlook	687-01-081	1FAMILY DET <10000
3300	E. Overlook	687-01-069	1FAMILY DET <10000
2091	Goodnor	687-05-020	1FAMILY DET <10000
2107	Goodnor	687-05-024	1FAMILY DET <10000
2103	Goodnor	687-05-023	1FAMILY DET <10000
3190	Whitethorn	684-32-049	1FAMILY DET <10000
3160	Whitethorn	684-32-056	1FAMILY DET <10000
3223	Sycamore	684-32-037	TWO FAMILY
3211	Sycamore	684-32-035	TWO FAMILY
3206	Sycamore	684-33-008	TWO FAMILY
3212	Sycamore	684-33-007	TWO FAMILY
0	Ivydale	684-33-072	TWO FAMILY
1687	Colonial	684-33-064	MED DEN APT
3205	Euclid Hts	684-30-009	MED DEN APT
0	Euclid Hts	684-30-008	MED DEN APT
0	Lee	684-30-040	MED DEN APT
1837	Lee	684-24-051	1FAMILY DET <10000
1841	Lee	684-24-050	1FAMILY DET <10000

## **EXHIBIT B**

### **ACCESS AGREEMENT**

This Access Agreement (the "Agreement") is made by and between the CITY OF CLEVELAND HEIGHTS, OHIO, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Ohio (the "City") and FUTUREHEIGHTS, INC., an Ohio non-profit corporation (the "Developer") effective as of the last date set forth below their respective signatures hereto (the "Effective Date") in connection with that certain Real Estate Sales Agreement mutually executed on the 17<sup>th</sup> Day of October, 2025, for the acquisition of City-owned real property located in the City (the "Project Sites"). As a condition to City's agreement to allow Developer access to the Project Sites which the City hereby grants to the Developer and its Representatives, Developer agrees to be bound by the terms set forth in this Agreement (the "Agreement").

In connection with any entry by Developer or any of its officers, directors, employees, agents, advisors or representatives (collectively "Representatives") onto the Project Sites, Developer shall give City reasonable advance notice of such entry, which shall not be less than twenty-four (24) hours, and shall conduct such entry and any inspections in connection therewith so as to reasonably minimize interference with (i) the business of the City and (ii) neighboring properties, and otherwise in a manner reasonably acceptable to City. Notwithstanding the foregoing, Developer shall not perform any physically invasive testing of the Project Sites, including, without limitation, performing any environmental testing, drilling or sampling, without first obtaining City's prior written consent thereto. City may have a representative present to observe all testing, work, inspections or entries onto the Project Sites (such testing and other work, inspections and entries onto the Project Site are referred to herein as the "Inspection Work"). The Inspection Work shall be at Developer's sole cost and expense and Developer agrees to keep the Project Sites free and clear of any liens that may arise as a result thereof. All activities undertaken in connection with the Inspection Work shall fully comply with applicable law and regulations, including, without limitation, laws and regulations relating to worker safety, proper disposal of any disturbed or discarded materials, and noise and operating hour restrictions. Developer is solely responsible for the off-site disposal of any samples taken. Developer shall repair promptly any physical damage caused by the Inspection Work, and shall restore the Project Sites to their condition immediately prior to entry by Developer on the Project Sites. The Developer shall provide copies to the City of any test results and reports relating to the Inspection Work promptly after completion of such work on the Project Sites. The Developer shall maintain parking and minimize traffic issues during all testing and inspection activities on the Project Sites.

1. Developer shall maintain, and shall ensure that its contractors maintain, public liability and property damage insurance reasonably satisfactory to the City insuring Developer and its Representatives against any liability arising out of any entry or inspections of the Project Sites pursuant to the provisions hereof. Such insurance maintained by Developer (and Developer's contractors) shall be in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) combined single limit for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policies maintained by Developer and its contractors shall insure the contractual liability of Developer covering the indemnities herein and shall (i) name the City (and its successors and assigns) as additional insureds, (ii) contain a cross-liability provision, and (iii) contain a provision that the insurance provided by Developer hereunder shall be primary and noncontributing with any other insurance



available to such City. Developer shall provide City with evidence of such insurance coverage for City's review and approval prior to any entry or inspection of the Project Sites. Developer shall indemnify and hold City and its respective affiliates, partners, trustees, shareholders, members, controlling persons, directors, officers, attorneys, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns, harmless from and against any and all suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expenses or costs whatsoever, including, without limitation, attorneys' and expert' fees and costs, costs of investigation and remediation costs arising out of or relating to any entry on the Project Sites by Developer or any of its Representatives and/or the Inspection Work, except to the extent arising out of an existing condition of or on the Project Sites or caused by the City or any person or party acting at the request, or on behalf, of the City. Notwithstanding any provision in this agreement to the contrary, except as may be required by law, neither Developer nor any of its Representatives shall contact any governmental official or representative regarding any hazardous or toxic materials on or the environmental condition of the Project Sites, without City's prior written consent thereto, which consent may be withheld in City's sole discretion.

Notwithstanding anything to the contrary contained in this Agreement, City shall have the right to terminate Developer's access to the Project Sites at any time upon the termination of the Real Estate Purchase Agreement between the parties regarding the Project Sites.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF CLEVELAND HEIGHTS, OHIO

By: \_\_\_\_\_

Tony Cuda, Mayor

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

10/22/25

FUTUREHEIGHTS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Wesley A. Chilcote III  
Wesley A. Chilcote III  
Executive Director  
10/17/25

The legal form and correctness of this instrument is approved:

By: \_\_\_\_\_

William R. Hanna, Director of Law

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

10/22/25