

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT WITH CLEAR H2O BUILDERS, INC. AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into a real estate purchase agreement with Clear H2O Builders, Inc., a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to meet the October 15, 1999 closing deadline; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: October 19, 1999

Michael H. Lyons
President of Council

Ronald W. Larsen
Mayor

Dated: 10/25/99

ATTEST:

Carol Gibson
Clerk of Council

Charles T. Riehl
Internet: ctr@walterhav.com

October 28, 1999

Quality Title Insurance Company
6113 Rockside Road
Cleveland, Ohio 44131

Attention: Debbie

Re: Clear H2O Builders, Inc. to Village of Richfield
3939 Broadview Road, Richfield, Ohio

Dear Debbie:

Enclosed please find an originally executed copy of the Agreement for Purchase and Sale of Real Estate in the captioned matter. As you will notice on page 4, Quality Title has been named as the Escrow Agent in this transaction. Accordingly, please open an escrow and proceed with your title search so that you would be in a position to issue a Title Commitment in accordance with the terms of the Agreement. Should you have any further questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

Charles T. Riehl
Law Director
Village of Richfield

CTR:kaw

Enclosure

cc: The Honorable Donald H. Larsen (w/o encl.)
Members of Council (w/o encl.)
Mr. Kenneth Stovarsky (w/encl.)

**AGREEMENT FOR PURCHASE AND SALE
OF REAL ESTATE**

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**AGREEMENT FOR PURCHASE AND SALE
OF REAL ESTATE**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE ("Agreement") is made and entered into as of the 27th day of October, 1999 by and between CLEAR H2O BUILDERS, INC., ("Seller"), and THE VILLAGE OF RICHFIELD, or its nominee, ("Buyer").

WITNESSETH:

- A. Seller is the owner of the Property (as defined in Article I below).
- B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I - PROPERTY

Seller hereby agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, subject to the warranties and representations and the terms and conditions set forth herein:

1.01 Land. Those certain parcels of real property designated as Permanent Parcel Nos. 50-00229, 50-00230, 50-00231 and 50-00232 having a street address of 3939 Broadview Road, Richfield, Ohio, which includes a one-story building consisting of approximately 3,089 square feet with all surrounding land owned by Seller of approximately 0.407 acres in the Village of Richfield, County of Summit, State of Ohio (the "Land") and described on Exhibit A attached to and made a part of this Agreement, all of which shall be conveyed to Buyer.

1.02 Appurtenances. All rights, privileges and easements appurtenant to and for the benefit of the Land of Seller, including, without limitation, all mineral rights as well as all development rights, air rights and water, relating to the Land and any other easements (including the perpetual access easement described in Exhibit A), rights-of-way or appurtenances relating to or used in connection with the ownership, operation, use, occupancy or enjoyment of the Land, the Improvements (as defined in Paragraph 1.03 below), the Intangible Property (as defined in Paragraph 1.05 below), or any other appurtenance, together with all rights of Seller in and to streets, sidewalks, alleys, driveways, parking areas and areas adjacent thereto or used in connection therewith, and any land lying in the bed of any existing or proposed street adjacent to the Land (all of which are collectively referred to as the "Appurtenances");

1.03 Improvements. All improvements, structures, buildings and fixtures presently and/or hereafter located on the Land, including, without limitation, (a) the aforementioned industrial

buildings and (b) all apparatus, equipment and appliances located on and/or used in connection with the ownership, operation, use, occupancy or enjoyment thereof (such as heating and air conditioning systems, and facilities used to provide any utility services, parking services, refrigeration, ventilation, garbage disposal, recreation or other services thereto including, without limitation, any and all computers and/or computer systems used for or in connection with any building operating systems, climate control systems and security systems), all landscaping thereon and all leasehold improvements of tenants, if any, which, under the terms of any lease or other arrangement with a tenant, are the property of Seller;

1.04 Personal Property. That certain personal property of Seller located on, situated in or used in connection with the Land, the Appurtenances and/or the Improvements, except any office furniture, furnishings and office equipment, described in the schedule of personal property attached to Exhibit B hereto ("Personal Property), and all of which Personal Property shall be transferred and assigned to Buyer pursuant to an instrument in the form of Exhibit C hereto (the "Bill of Sale");

1.05 Intangible Property. All of the interest of Seller in any contractual rights and intangible personal property owned by Seller relating to or used in connection with the ownership, operation, use, occupancy or enjoyment of the Land, the Appurtenances, Improvements and/or Personal Property, and, to the extent approved by Buyer in writing pursuant to the provisions of this Agreement, (i) any environmental claims, suits or causes of action against any party who may be held liable under any law or legal theory, including, without limitation, common law or statutory nuisance, trespass, equitable contribution, equitable indemnification, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et seq.), and the Resources Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et seq.) for environmental contamination arising from Hazardous Materials, as herein below defined; and (ii) any and all development agreements, permits, contracts, warranties, guarantees, indemnities, agreements, utility contracts, permits, licenses and other rights owned by Seller relating to or used in connection with the ownership, operation, use, occupancy or enjoyment of all or any part of the Land, Appurtenances, Improvements and/or Personal Property (all of which are collectively referred to as the "Intangible Property"), and all of which shall be assigned to Buyer pursuant to an assignment in the form of Exhibit D attached hereto (the "Assignment and Assumption of Intangible Property"); and

1.06 Leases. All interest of Seller, as landlord, in and to the leases of the Land and/or space in the Improvements in effect now and/or on the Closing Date (as defined in Paragraph 5.02 below), if any, other than the lease between Buyer and Seller.

All of the items described in Paragraphs 1.01, 1.02, 1.03, 1.04, 1.05 and 1.06 above are hereinafter collectively referred to as the "Property." The items described in Paragraphs 1.01, 1.02 and 1.03 above are sometimes referred to collectively as the "Real Property."

ARTICLE II - PURCHASE PRICE; TERMS OF PAYMENT

2.01 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be the sum of FOUR HUNDRED THIRTY-FIVE THOUSAND and No/100 DOLLARS (\$435,000.00), and shall be payable by Buyer to Seller and allocated as follows:

(a) A note for Ten Thousand Dollars (\$10,000.00) to be given to Seller upon acceptance and execution of this Agreement, which note shall be canceled at Closing.

(b) Four Hundred Thirty-Five Thousand and No/100 Dollars (\$435,000.00) (the "Deposit") shall be paid through Escrow at Closing

ARTICLE III - CONTINGENCY ITEMS AND INSPECTIONS

3.01 Contingency Items. Seller shall deliver to Buyer within ten (10) business days after this Agreement is executed by Buyer (the "Delivery Date") such of the following items as are noted below for delivery by the Delivery Date:

(a) Copies of all Leases, casualty and liability insurance policies or certificates of insurance therefor, any warranties, any service and supply contracts and equipment leases and all other contracts and agreements to which Seller is a party relating to the operation or maintenance of the Property.

(b) Copies of any plans and specifications, surveys, or other working drawings, architectural and engineering inspection reports, environmental assessments and reports, environmental impact reports, archaeological reports, structural reports and soils reports relating to the Property which are in Seller's possession. Seller shall cooperate with Buyer in obtaining copies of any environmental assessments previously undertaken by third parties with respect to the Property.

(c) Copies of any and all permits, warranties, utility contracts, permits, licenses and other rights owned by Seller relating to or used in connection with the ownership, operation, use, occupancy or enjoyment of all or any part of the Land, Appurtenances, Improvements and/or Personal Property.

3.02 Inspections. Buyer shall have the right to conduct a physical inspection and testing of the Property, or any portion thereof, including, but not limited to, the roof, interior, foundations and all mechanical and electrical systems of the Improvements (which testing shall be conducted at Buyer's option and expense and may include, but shall not be limited to, testing for the presence of asbestos, polychlorinated biphenyls ("PCBs"), and other Hazardous Materials (as defined below). Seller grants Buyer and Buyer's consultants, agents, contractors and subcontractors a non-exclusive license of ingress and egress to enter, use and occupy the entire Property, including the subsurface and the interiors of structures for purposes of performing the foregoing inspections and tests. Seller shall take all actions necessary or appropriate in order to assist Buyer in performing any such testing.

Such tests, inspections, and examinations may include, without limitation, engineering, structural, soil, seismic and toxic or hazardous material surveys, studies or tests. Seller hereby agrees to allow Buyer's consultant to conduct Phase I and Phase II Environmental Tests on the Property, including the collection and analysis of shallow soil samples; the drilling and sampling of soil borings; analysis for priority pollutant compounds; the construction of groundwater monitoring wells and sampling of existing ground water monitoring wells; and any other tests that Buyer's consultants and environmental consultants desire, reasonably require. Buyer shall provide Seller with copies of any reports in which any item is discovered which Buyer finds objectionable.

3.03 Agency Inquiry. Upon prior notice to Seller, Seller hereby grants permission to Buyer to make inquiries of governmental agencies relating to the condition of the Property, the results of Buyer's inspections, and the existence of any Hazardous Materials on the Property without liability to Seller or Buyer for any enforcement or other action resulting from such inquiry, provided that Seller shall be responsible for any reporting requirements set forth in any federal, state or local law relating to any Hazardous Materials discovered by Buyer's consultant, except that Buyer may make disclosures to agencies required by law.

3.04 Inspection Indemnity. Buyer will indemnify and hold Seller harmless from any and all claims by or liability to any third parties for personal injury and property damages suffered as a result of the negligence or willful misconduct of Buyer, Buyer's consultants or employees in connection with such consultants' or employees' physical inspection and testing of the Property. Buyer will return the Property as reasonably possible to its condition prior to conducting any inspection.

3.05 Title Insurance.

(a) On or before fifteen (15) days after execution of this Agreement by Seller, Seller shall obtain a Commitment for an ALTA Owner's Title Insurance Policy (Form B 1970) with respect to Seller's interest in the Property (the "Preliminary Report") dated on or after the date hereof in the amount of the Purchase Price, to be prepared and issued by Quality Title Insurance Company, 6113 Rockside Road, Cleveland, OH 44131; telephone (216) 573-3699; fax (216) 573-6536 (the "Title Company" or "Escrow Agent"), together with copies of all documents and instruments referred to as exceptions to title in the Preliminary Report. The title policy as finally issued shall exclude, at Buyer's option, all so-called "standard exceptions" including survey items and any mechanics' and materialmen's liens, including any such liens arising out of the construction, repair or alteration of any of the Improvements or any tenant improvements, and shall contain such endorsements as Buyer may in its discretion request.

(b) Buyer shall notify Seller in writing within fifteen (15) business days after receipt of the Preliminary Report or the Survey, as defined in Paragraph 3.06 of this Agreement, whichever is later, of any defects, exceptions, liens, encroachments or encumbrances shown therein which Buyer disapproves. If Buyer disapproves of any exceptions or defects shown on the Preliminary Report or Survey, Seller shall have fifteen (15) days after receipt of Buyer's objections to remove any objectionable exceptions from title and provide Buyer with evidence satisfactory to

Buyer of such removal, or provide Buyer with evidence satisfactory to Buyer that the objectionable exceptions will be removed on or before the Closing Date.

(c) If Seller is unable to remove such objectionable exceptions from title by the Closing Date and Buyer is unwilling to take title subject to the objectionable exceptions, Buyer may elect to close this transaction subject to such objectionable exceptions or to terminate this Agreement in its entirety.

(d) The term "Permitted Exceptions," as used in this Agreement, shall include (a) all liens and encumbrances subject to which Buyer agrees to take the Property pursuant to this Paragraph 3.05 of this Agreement, (b) all subsequent liens or encumbrances which Buyer shall accept or approve, and (c) all liens or encumbrances which Buyer causes or authorizes against the Property.

3.06 Survey. Within thirty (30) days after execution of this Agreement, Buyer, at Buyer's option and at Buyer's expense, shall order an "as-built" ALTA Survey of the Real Property, prepared by a licensed surveyor or civil engineer of Buyer's choice (the "Survey"), and Buyer shall notify Seller of any objections or defects therein in accordance with the provisions of Paragraph 3.05(b) of this Agreement.

3.07 Termination. Within sixty (60) days of this Agreement, if Buyer is dissatisfied with any of the items or matters inspected, tested, or to be received by Buyer as provided in Paragraphs 3.01, 3.02, 3.03, 3.04, 3.05, or 3.06 and pursuant to the respective paragraph, then, after Buyer has notified Seller of such dissatisfaction, Buyer may terminate this Agreement and, upon notice to Escrow Holder and Seller, Escrow Holder and Seller shall return all funds and documents deposited with them by Buyer to Buyer, together with any interest earned thereon, whereupon the parties will be released and relieved of any and all liability or obligations under this Agreement, other than each party's respective indemnity obligations.

3.08 Council Approval. The acceptance of this Agreement by Buyer is specifically conditioned upon Buyer's Council passing legislation, which becomes effective, authorizing the execution of this Agreement by the Mayor and Finance Director.

ARTICLE IV - TRANSFER OF TITLE

4.01 Title to the Real Property. Title to the Real Property, subject to the Permitted Exceptions, shall be transferred by Seller to Buyer on the Closing Date by Seller's good and sufficient general warranty deed (the "Deed"), the form and substance of which shall be approved in writing by Buyer's counsel prior to Closing.

4.02 Bill of Sale. All of Seller's right, title and interest in and to the Personal Property shall be transferred by Seller to Buyer by the Bill of Sale free and clear of all liens and encumbrances.

4.03 Rights Under Contracts. Prior to the Closing Date, all of Seller's right, title and interest in and to any Intangible Property to be assumed by Buyer, together with any and all warranties available in connection with the Property, shall be assigned to Buyer on the Closing Date pursuant to the Assignment and Assumption of Intangible Property. Buyer shall provide Seller with a list of the Intangible Property to be assumed by Buyer.

4.04 Possession. Possession of the Property, free and clear of all leases and tenancies except as may be approved by Buyer in writing, is to be delivered by Seller to Buyer on the Closing Date, together with all keys, security cards and codes, and other materials and information necessary to assure Buyer complete access to and possession of the Property.

ARTICLE V - ESCROW

5.01 Escrow. The purchase and sale contemplated by this Agreement is to be consummated through an escrow (the "Escrow") to be established with the Title Company within three (3) business days after Seller's execution of this Agreement and the delivery to Buyer of a fully executed copy thereof. At least one (1) business day prior to the Closing Date, as defined in this Agreement, Buyer and Seller each shall sign and deposit with the Title Company the Title Company's Standard Conditions of Escrow which shall govern only to the extent same are consistent with the terms and conditions of this Agreement (in all events the terms and conditions of this Agreement shall control over any other provisions in the Title Company's Standard Conditions of Escrow), together with the following funds and documents:

(a) Seller shall execute and deposit (i) the duly approved, executed and acknowledged Deed, (ii) the Bill of Sale, and (iii) Seller's Non-Foreign Affidavit;

(b) Buyer shall deposit (i) sufficient additional cash as necessary to pay Buyer's share of all Escrow costs and closing expenses, and (ii) the balance of the Purchase Price.

(c) Buyer and Seller shall jointly execute and deposit (i) counterpart originals of the Assignment and Assumption of Intangible Property, and (ii) any other documents necessary to facilitate the close of Escrow.

5.02 Close of Escrow. The close of the Escrow shall take place at the offices of the Escrow Agent, within ten (10) days following the waiving or stipulation by Buyer of the contingencies set forth in Article III (the "Closing Date"), or on such other date as may be mutually agreed upon by both Seller and Buyer. Expenses of the Escrow and other items shall be charged or credited, as the case may be, to Seller and Buyer, as provided in Paragraphs 11.01 and 11.02 hereof. The close of Escrow shall be completed upon the delivery to and receipt by Seller of the Deposit and the Promissory Note, subject to the prorations and payment of charges set forth in this Agreement.

ARTICLE VI - CONDITIONS OF THE ESCROW; FAILURE OF CONDITIONS

6.01 Buyer's Conditions to the Close of Escrow. It is understood and agreed that the obligation of Buyer to purchase the Property and the close of Escrow are conditioned on each of the following conditions, which conditions are solely for Buyer's benefit and, except as otherwise specifically set forth in this Agreement, may be waived by Buyer prior to the Closing Date:

(a) The conveyance to Buyer on the Closing Date of fee simple title to the Property as evidenced by a pro forma ALTA Owner's Policy of Title Insurance (Form B 1970) ("Title Policy") in the full amount of the Purchase Price, issued by the Title Company, subject only to the Permitted Exceptions delivered to Buyer on the Closing Date, to be followed promptly by the delivery of the Title Policy.

(b) The delivery of possession of the Property to Buyer on the Closing Date as described in Paragraph 4.04.

(c) The delivery to Buyer through escrow on the Closing Date of the Deed and Bill of Sale, all in accordance with this Agreement.

(d) All of Seller's representations and warranties contained herein, or made in writing by Seller pursuant to this Agreement, shall have been true and correct when made and shall be true and correct as of the Closing Date, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

(e) Seller's execution and delivery to Buyer, on or prior to the Closing Date, of Seller's certificate in the form attached hereto as Exhibit E (the "Non-Foreign Certificate") stating, under penalty of perjury, that as of the Closing Date, Seller is not a "foreign person" for the purposes of Section 1445 of the Internal Revenue Code of 1986, as amended, and that as of the Closing Date withholding of tax will not be required thereunder in connection with the contemplated transfer of the Property by Seller to Buyer.

(f) Satisfaction of the contingency items set forth in Article III of this Agreement.

6.02 Failure of Buyer's Conditions. If any of the conditions specified in Paragraph 6.01 immediately above are not satisfied by Seller or waived by Buyer prior to the date specified for satisfaction of the condition, then, at the option of Buyer exercisable by the giving of written notice to Seller, (i) the Closing Date may be extended as reasonably necessary to allow Seller to satisfy said conditions, or (ii) this Agreement and the Escrow may be terminated and all funds, together with all interest thereon, and documents deposited with the Escrow Agent or Seller, by Seller or Buyer, shall be immediately returned to the party having deposited the same. In the event of any such termination by Buyer, Buyer and Seller shall be immediately released from all obligations hereunder, and any escrow cancellation charges or similar fees, including examination fees imposed by the Escrow Agent, shall be borne by Seller.

6.03 Seller's Conditions to the Close of Escrow. The obligation of Seller to sell the Property and the close of escrow are conditioned on (a) delivery of the Deposit, less Seller's charges, to Seller upon the close of escrow on the Closing Date, and (b) all of Buyer's representations and warranties contained herein or made in writing to Seller, shall have been true and correct when made and shall be true and correct as of the Closing Date, and Buyer shall have complied with all of Buyer's covenants and agreements contained in or pursuant to this Agreement.

ARTICLE VII - DEFAULT

7.01 Liquidated Damages for Buyer's Default. After due consideration, discussion and negotiation, the parties have determined and agreed that the actual amount of damages that would be suffered by Seller as a result of Buyer's unexcused default under this Agreement is difficult or impracticable to determine as of the date of this Agreement and that in such event Ten Thousand and No/100 Dollars (\$10,000.00) shall be delivered or caused to be delivered by Buyer to Seller as liquidated damages, which liquidated damages shall constitute Seller's sole and exclusive remedy (whether at law or in equity, including any remedy for specific performance) against Buyer on account of Buyer's default. Seller waives all other claims or causes of action against Buyer or Buyer's agents and employees, including any claims arising by statute or common law whether such claims be characterized as contract or tort claims.

ARTICLE VIII - REPRESENTATIONS AND WARRANTIES

8.01 Representations and Warranties of Seller. As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Seller warrants, represents and covenants with Buyer as of the date of this Agreement and again as of the Closing Date as follows:

(a) Use and Operation. Seller represents and warrants to Buyer that Seller has received no written notices from applicable governmental and regulatory authorities that the use and operation of the Property is in violation of applicable building codes, environmental laws and regulations (including, but not limited to, those relating to the handling, manufacturing, treatment, storage, disposal, discharge, use and transportation of Hazardous Materials) and other applicable local, state and federal laws, ordinances, regulations, rules, requirements and agency guidelines.

(b) Land-Use Regulation. Seller represents and warrants to Buyer that Seller has received no written notice of any condemnation, environmental, zoning or other land-use regulation proceedings that have been instituted or are planned to be instituted by any person, entity or jurisdiction, which could detrimentally affect the use or operation of the Real Property, or any portion thereof, and Seller has not received notice of any special assessment proceedings affecting the Real Property, or any portion thereof.

(c) Authority of Seller. Seller represents and warrants to Buyer that (i) the person(s) executing this Agreement and any of the other documents executed and delivered on behalf

of Seller are duly appointed and authorized to execute such documents; (ii) this Agreement and all other documents executed and delivered by Seller have been duly authorized, executed and delivered by Seller and constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms; and (iii) the execution, delivery and performance of this Agreement and all other documents executed and delivered by Seller does not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property are subject.

(d) Utilities. Seller represents to Buyer that, to the best of Seller's knowledge, all water, sewer, gas, electric, telephone and drainage facilities and all other utilities required for the normal use and operation of the Property (i) are installed to the property lines of the Property, (ii) are connected and operating pursuant to valid permits for the Property, and (iii) run over, through or under a public street or alley to the Property from the location at which such utilities are connected to the main public utility lines.

(e) Reports, and Other Documents. Seller represents and warrants to Buyer that reports and all documents and other items relating to or affecting the Property and delivered to Buyer within its control or custody, pursuant to this Agreement or in connection with the execution hereof, are and as of the Closing Date will be true and correct copies and contain no material inaccuracies or misstatements of fact.

(f) Service Contracts and Other Agreements. Seller represents and warrants to Buyer, except as specifically disclosed on Schedule 8.01(i) attached to and made a part of this Agreement, that (i) Seller has not entered into service contracts or other agreements of any kind or nature whatsoever affecting the Property, and (ii) there is no obligation of Seller under the terms of any contract, lease or other instrument relating to or affecting the Property by which Buyer will be required to assume any obligation thereof other than the contracts, leases and other documents disclosed to Buyer pursuant to this Agreement.

(g) Agreements Affecting the Real Property. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no easements, encumbrances or other agreements affecting the Real Property except as will be shown in the Preliminary Report.

(h) Litigation. Seller represents and warrants to Buyer that there is no litigation, arbitration proceeding, investigation or tax assessment complaint pending or, to the best of Seller's knowledge, threatened against Seller or the Property (or any portion thereof), or any basis therefor, that arises out of the use, operation or ownership of the Property, or any portion thereof.

(i) Other Contracts to Convey Property. Seller represents and warrants to Buyer that Seller has not committed or obligated itself in any manner whatsoever to sell the Property, or any portion thereof, to any party other than Buyer. Seller further represents and warrants to Buyer that, except for Buyer, no tenant, subtenant or other occupant or owner of the Property has any right to purchase the Property, or any portion thereof or interest therein, including, any right of first refusal, right of first offer, or similar arrangement, contained in any agreement, written or oral, with any such third party.

(j) Assessments and Liens. Seller represents and warrants to Buyer that there is no assessment of any kind or nature whatsoever other than current, non-delinquent, property taxes (including, without limitation, any assessment or bonded indebtedness imposed by any water, sewer, traffic or other improvement district or any other private or governmental authority) which constitutes a lien on, against or upon the Property, or any portion thereof.

(k) Bankruptcy, Insolvency, Etc. Seller represents and warrants to Buyer that Seller is not the subject of any case, action or proceeding under any bankruptcy, insolvency or similar laws affecting creditor's rights generally (whether state or federal).

8.02 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows: this Agreement and all documents executed by Buyer which are to be delivered to Seller on the Closing Date are, and as of the Closing Date will be, duly authorized, executed, and delivered by Buyer, and are and as of Closing Date will be legal, valid and binding obligations of the Buyer (subject to any applicable bankruptcy and insolvency laws).

8.03 Survival. The representations, warranties and indemnities set forth in this Agreement and this Article VIII or in any other instrument delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement, the closing of Escrow and recording of the deed and transfer of title.

ARTICLE IX - ADDITIONAL COVENANTS OF SELLER AND BUYER

9.01 Maintenance of the Property. At all times until title is transferred to Buyer, Seller will perform all obligations on its part to be performed as landlord or lessor under any leases or contracts affecting the Property.

9.02 Insurance. Up to and including the Closing Date, Seller shall maintain in effect all of its insurance policies now maintained on the Property and shall continue to maintain such insurance policies according to the terms of the Lease.

ARTICLE X - RISK OF LOSS

10.01 Risk of Loss. If the Property or any portion is damaged or destroyed by fire or other casualty, whether or not insured, or the Property or any portion thereof is taken by power of eminent domain or deed in lieu thereof ("Taking"), prior to the Closing Date, then Buyer may, at its option, (a) terminate this Agreement and all rights and obligations hereunder, in which event all amounts paid by Buyer to Seller shall be immediately returned to Buyer and any and all deposits made into the Escrow shall be returned to the party having made the same, or (b) elect to proceed with the purchase of the Property. If Buyer elects to proceed with the purchase of the Property after damage or destruction to the Property or a Taking, as specified above, then (i) in the case of damage or destruction, Seller is, at the election of Buyer, (A) to pay prior to the Closing Date the deductible portion of any insurance policy covering such damage or destruction and to deliver to Buyer upon

the later of the Closing Date or the receipt by Seller of insurance proceeds covering such damage or destruction to the extent of the Purchase Price, all such insurance proceeds and if such loss has not been fully adjusted prior to the Closing Date, Seller agrees to continue to prosecute such adjustment to completion in full cooperation with Buyer; or (B) to repair, replace and restore, prior to Closing Date, the Property to substantially the same condition that existed immediately before such damage or destruction; or (ii) in the case of a Taking, pay to Buyer all proceeds theretofore received by Seller on account of such Taking and assign to Buyer all rights of Seller to receive any future proceeds on account of such Taking pursuant to a form of assignment reasonably satisfactory to Buyer. Risk of loss is to be borne by Seller until title is transferred to Buyer.

ARTICLE XI - PRORATIONS AND EXPENSES

11.01 Prorations. Real property taxes and assessments shall be prorated in escrow as of the Closing Date.

11.02 Costs. Buyer shall pay for all costs associated with the closing of this Agreement, including the title examination, title commitment, the cost of a Title Guaranty in the amount of the Purchase Price, the conveyance fee, the escrow fee, the costs of recording the Deed, mortgages and other documents. Buyer and Seller shall each be responsible for the payment of its or their own attorney's fees.

ARTICLE XII - MISCELLANEOUS

12.01 Brokerage Commission and Finder's Fee. Each party represents and warrants to the other that no broker, agent or finder is involved in this transaction. In the event any other broker, salesman or other person makes a claim for a commission or finder's fee based upon the transactions contemplated by this Agreement, the party through whom said broker, salesman or other person makes its claim shall indemnify and hold harmless the other party from said claim and all liabilities, costs and expenses related thereto, including reasonable attorney's fees, which may be incurred by such other party in connection with such claim. This indemnity shall survive the recording of the Deed.

12.02 Successors and Assigns. Buyer may assign this Agreement without Seller's consent.

12.03 Notices. Any and all notices or other communications required or permitted to be given under this Agreement, or by law, shall be in writing and either (i) personally delivered, (ii) sent by United States mail, registered or certified, or express mail, postage prepaid, return receipt requested, or (iii) sent by Federal Express or other nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, return receipt requested, addressed to the following addresses:

If to Buyer: The Village of Richfield
4410 West Streetsboro Road
P. O. Box 387
Richfield, Ohio 44236-0387
Attn: Mayor

With a copy to: Charles T. Riehl, Esq.
Walter & Haverfield P.L.L.
1300 Terminal Tower
50 Public Square
Cleveland, Ohio 44113-2253

If to Seller: Clear H2O Builders, Inc.
10411 Springhill Road
Brecksville, Ohio 44141
Attn: Kenneth Stovarsky

Notice shall be deemed to have been given upon the date of delivery (or the date of refusal to accept delivery, as the case may be) or at such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

12.04 Time. Time is of the essence of every provision herein contained.

12.05 Incorporation by Reference. All of the Exhibits attached hereto or referred to herein and all documents in the nature of such Exhibits, when executed and/or so attached are by this reference incorporated herein and made a part of this Agreement.

12.06 Further Assurances. In a timely fashion, each party shall execute and deliver such further instruments, documents or assurances, and take such further action as shall be required to carry out the purposes and intent of this Agreement.

12.07 Construction. The parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

12.08 No Merger. The covenants, warranties, representations and indemnifications set forth in this Agreement shall not merge with the delivery of the Deed but shall, except as otherwise expressly provided in this Agreement, survive the recording of the Deed.

12.09 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of Ohio.

12.10 Entire Agreement. This Agreement and the Exhibits which are attached hereto or contemplated to be attached hereto and by this reference incorporated herein and all documents

specifically contemplated by this Agreement when executed, contain the entire understanding of the parties and supersede any and all other written or oral understanding including, without limitation, any prior purchase agreements for the Property previously entered into between the parties. Notwithstanding the foregoing, the Lease between the parties shall remain in full force and effect until Closing.

12.11 Recordation. Buyer may elect to have a memorandum hereof recorded with the Recorder of Summit County, Ohio. Seller shall execute a memorandum reasonably satisfactory to Seller in recordable form upon request of Buyer.

12.12 Foreign Person. Seller represents and warrants that it is not a "foreign person, a "foreign corporation" or "foreign partnership" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, or a nonresident of Ohio and that, at the Closing Date, Seller shall deliver to Buyer all documents required by the Codes, including, without limitation, a "FIRPTA" affidavit providing taxpayer identification numbers.

12.13 Confidentiality. The parties agree, for themselves, their agents and employees, to hold all information relating to the terms of the purchase of the Property as confidential, and not to disclose it or permit its disclosure, whether intentional or inadvertent, to third parties without the prior written consent of the other, except to their accountants and legal counsel. In the event of termination of this Agreement, Seller shall return to Buyer immediately all written materials relating to this Agreement. Any disclosure or publicity relating to this transaction shall be made exclusively by Buyer as it in its discretion may determine.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement the day and year first above written.

Witness:

Joyce Remeo
Print Name: Joyce Remeo

Jo Ann Marpin
Print Name: JO ANN MARPIN

Witness:

Print Name: _____

Print Name: _____

BUYER:

By: Ronald H. Larsen

Its: Mayor

By: Cheryl Lukowicz
Its Finance Director

SELLER:

By: Mary Ann Stowers
Its: _____

LIST OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Legal Description of Land
B	Description of Personal Property
C	Bill of Sale
D	Assignment and Assumption of Intangible Property
E	Seller's FIRPTA Affidavit

WALTER & HAVERFIELD

Charles T. Riehl
Internet: ctr@walterhav.com

September 16, 1999

BY FAX - (330) 376-5741

Mr. Larry R. Cogley
Burgess & Niple, Limited
76 South Main Street, Suite 1700
Akron, Ohio 44308

Re: Phase I Environmental Site Assessment of
Approximately 0.44 Acre Parcel of Land
Located in Richfield, Ohio

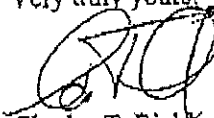
Dear Mr. Cogley:

Pursuant to our telephone conversation today, the undersigned is the Law Director of the Village of Richfield. The Village has contracted to purchase the land and building located on an approximately 0.44 acre parcel of land from its current owner, Clear H2O Builders, Inc. It is my understanding that the property comprises four permanent parcels:

- (1) Permanent Parcel No. 50-00229;
- (2) Permanent Parcel No. 50-00230;
- (3) Permanent Parcel No. 50-00231; and
- (4) Permanent Parcel No. 50-00232.

On behalf of the Village of Richfield, we would request that you conduct a Phase I Environmental Site Assessment of this approximately 0.44 acre parcel of land. If you wish to propose a formal agreement, please fax the same to me at your earliest possible convenience. As I indicated to you, time is of the essence as we are proposing to close on this property no later than October 15, 1999.

As I further indicated to you, if you need additional information, please do not hesitate to contact the Zoning Inspector of the Village of Richfield, Melanie Tibbs at (330) 659-9201, Ext. 5. If you need any further information, please do not hesitate to contact me.

Very truly yours,

Charles T. Riehl

CTR:kaw

cc: The Honorable Donald H. Larsen
Members of Council
Zoning Inspector Melanie Tibbs

Walter & Haverfield P.L.L.

211907-1

Attorneys at Law / Foreign Legal Consultants / International Law Agents
1300 Terminal Tower Cleveland, Ohio 44113-2253 U.S.A. Tel: 216-781-1212 Fax: 216-575-0911