

**AN ORDINANCE DECLARING THE PARKS AND RECREATION CENTER STRUCTURE TO BE SURPLUS PROPERTY NO LONGER NEEDED FOR PUBLIC USE AND AUTHORIZING THE VILLAGE TO SELL SAID STRUCTURE THROUGH COMPETITIVE BIDS, AND DECLARING AN EMERGENCY**

WHEREAS, the Council has determined that the Parks and Recreation Center structure owned by the Village and located at 3333 Brecksville Road is no longer needed for public use, and, thus, is surplus property; and

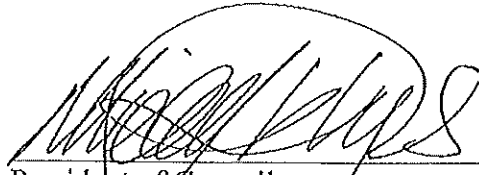
WHEREAS, this Council desires to sell the Park and Recreation Center structure as personal property through competitive bids.

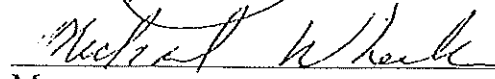
NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Richfield, County of Summit, State of Ohio that:

- SECTION 1. The Parks and Recreation structure owned by the Village and located at 3333 Brecksville Road, is declared to be no longer needed for public use, and, thus, is surplus property.
- SECTION 2. The Village Director of Public Service is hereby authorized and directed to advertise the Parks and Recreation Center structure for sale by competitive bids in accordance with Ohio law and the bid specifications set forth in the Bid Packet attached hereto as Exhibit "A" and expressly incorporated herein by reference.
- SECTION 3. The Mayor and the Director of Finance are hereby authorized and directed to execute all documents necessary and helpful to effectuate the sale of the Park and Recreation Center structure to the highest bidder.
- SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with legal requirements, including Section 121.22 of the Ohio Revised Code.
- SECTION 5. This Ordinance 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 to authorize the Director of Public Service to advertise for sale by competitive bids in order to dispose of the Parks and Recreation Center structure as soon as possible; wherefore, provided this Ordinance 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.



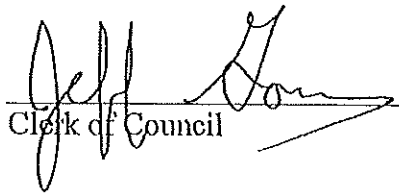
PASSED: 7-20-21

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

Dated: 7/20/2021

ATTEST:

  
\_\_\_\_\_  
Clerk of Council



**EXHIBIT "A"**

VILLAGE OF RICHFIELD, OHIO

**SALE OF VILLAGE OWNED REAL ESTATE  
SITUATED AT 3333 BRECKSVILLE ROAD,  
RICHFIELD, OHIO BY SEALED  
COMPETITIVE BIDDING**

**PERMANENT PARCEL NUMBERS:  
50-00049 AND 50-02345**

**2021**

BID INVITATION, GENERAL INFORMATION, SCHEDULE OF  
REAL ESTATE, SPECIAL TERMS OF SALE, GENERAL TERMS  
OF SALE, INSTRUCTIONS TO BIDDERS, AND BID FORMS

**BID INVITATION**

**PROJECT:** Sale of Village owned real estate situated at 3333 Brecksville Road,  
Richfield, Ohio 44286  
Permanent Parcel Numbers: 50-00049 AND 50-02345

**OWNER:** Village of Richfield  
4410 West Streetsboro Road  
Richfield, Ohio 44286

**CONTACT: Christopher J. Papp, P.E., Director of Public Service**  
**TELEPHONE: (330) 659-9201**  
**EMAIL ADDRESS: cpapp@richfieldvillageohio.org**

**BID OPENING:** September 6, 2021 at 1:01 p.m.  
Village of Richfield  
Village Hall  
Department of Public Service  
4410 West Streetsboro Road  
Richfield, Ohio 44286

**ADVERTISING DATES:** AKRON BEACON JOURNAL and  
<https://www.richfieldvillageohio.org/>

August 2, 2021

August 9, 2021

August 16, 2021

August 23, 2021

August 30, 2021

**DO NO SUBMIT MORE THAN ONE BID PROPOSAL FOR EACH BID**

**NAME AND ADDRESS INFORMATION MUST APPEAR BELOW**

**Submitted by:** \_\_\_\_\_

**Individual/Company Name:** \_\_\_\_\_

**Authorized Agent:** \_\_\_\_\_

**SSN/Federal Tax ID No:** \_\_\_\_\_

Street Address: \_\_\_\_\_

P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**This Bid Invitation is subject to, and all bids submitted must be in compliance with, the Bid Invitation, General Information, Schedule of Real Estate, Special Terms of Sale, General Terms of Sale, Instructions to Bidders and Bid Forms, all of which are attached hereto and by this reference made a part hereof. The Village of Richfield Reserves the Right to reject all bids.**

## LEGAL

### NOTICE TO BIDDERS

SALE OF VILLAGE OWNED REAL ESTATE SITUATED AT  
3333 BRECKSVILLE ROAD, RICHFIELD, OHIO  
PERMANENT PARCEL NUMBERS:  
50-00049 AND 50-02345

Notice is hereby given that sealed Bids will be received by the Village of Richfield, Ohio, until September 6, 2021, at 1:00 p.m., for the sale of Village owned real estate situated at 3333 Brecksville Road, Ohio 44286 according to the Bid Invitation, General Information, Schedule of Real Estate, Special Terms of Sale, General Terms of Sale, Instructions to Bidders and Bid Forms, provided in the Bid Packet.

Bidders interested in bidding on this Project must obtain a Bid Packet directly from the Village. At this time, Bid Packets may be picked up at the Village Hall, Department of Public Service, 4410 West Streetsboro Road, Richfield, Ohio 44286. Bid Packets are also available for download on the Village's website at <https://www.richfieldvillageohio.org>. Bids shall be delivered by mail to Village Hall, 4410 West Streetsboro Road, Richfield, Ohio 44286 or by hand delivering to the Department of Public Service. The envelope containing all sealed Bid Documents shall be clearly marked with:

**VILLAGE OF RICHFIELD**  
**SALE OF VILLAGE OWNED REAL ESTATE SITUATED AT**  
**3333 BRECKSVILLE ROAD, RICHFIELD, OHIO**  
**PERMANENT PARCEL NUMBERS:**  
**50-00049 AND 50-02345**

**ATTENTION: CHRISTOPER J. PAPP, P.E., DIRECTOR OF PUBLIC SERVICE**

Bidders will be responsible for mailing and delivery costs.

Bids are to be submitted on the following project: The sale Village owned real estate situated at 3333 Brecksville Road, Richfield, Ohio Permanent Parcel Numbers 50-00049 and 50-02345.

**MINIMUM BID: \$475,000.00.** No Bid shall be considered unless it is accompanied by a bid deposit in the amount of at least ten percent (10%) of the bid and shall be enclosed with the sealed Bid in the form of a cashier's or certified check made payable to the order of the "Village of Richfield, Ohio."

Proposals will be opened and read publicly on September 6, 2021 at 1:01 p.m. EST at Village Hall. The Village of Richfield reserves the right to reject any and all Bids and to waive any discrepancies or irregularities in the Bids. The Bid will be awarded to the highest bidder.

Christopher J. Papp, P.E., Director of Public Service

# **GENERAL INFORMATION**

1. **General:**

In accordance with the Notice to Bidders, sealed Bids will be received until September 6, 2021 at 1 p.m. EST.

## **NOTICE TO BIDDERS**

**SALE OF VILLAGE OWNED REAL ESTATE SITUATED AT  
3333 BRECKSVILLE ROAD, RICHFIELD, OHIO  
PERMANENT PARCEL NUMBERS:  
50-00049 AND 50-02345**

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ATTENTION: CHRISTOPER J. PAPP, P.E., DIRECTOR OF PUBLIC SERVICE**

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Proposals will be opened and read publicly on September 6, 2021 at 1:01 p.m. EST at Village Hall. The Village of Richfield reserves the right to reject any and all Bids and to waive any discrepancies or irregularities in the Bids. The Bid will be awarded to the highest bidder.

2. **Terms:**

All cash; "As-is/Where-is." Bid Deposit is due at time of bid submission. No offer will be accepted without a Bid Deposit. Balance of purchase price is due upon closing. The highest bid will be considered a continuing offer for a period of ninety (90) calendar days. The highest bidder must be prepared to close within thirty (30) days following notification of the Village of Richfield's bid acceptance.

3. **Inspection:**

The real estate may be inspected by appointment. Please refer all inspection related questions to:

Christopher J. Papp, P.E., Director of Public Service  
Telephone: (330) 659-9201  
Email Address: cpapp@richfieldvillageohio.org

4. **Proceeds:**

The proceeds from this sale shall be paid to the Village of Richfield and shall be paid by the highest bidder in accordance with Instruction to Bidders contained in this Bid Packet.

5. **Mailing/Hand Delivery:**

Bids shall be delivered by mail to Village Hall, 4410 West Streetsboro Road, Richfield, Ohio 44286 or by hand delivering to the Department of Public Service. The envelope containing all sealed Bid Documents shall be clearly marked with:

**VILLAGE OF RICHFIELD  
SALE OF VILLAGE OWNED REAL ESTATE SITUATED AT  
3333 BRECKSVILLE ROAD, RICHFIELD, OHIO  
PERMANENT PARCEL NUMBERS:  
50-00049 AND 50-02345  
ATTENTION: CHRISTOPHER J. PAPP, P.E., DIRECTOR OF PUBLIC SERVICE**

Bidders will be responsible for mailing and delivery costs.

# SCHEDULE OF REAL ESTATE

## 1. The Offering:

The real estate is identified as Summit County Permanent Parcel Numbers 50-00049 and 50-02345. Both parcels combined contains 3.62 acres as currently improved with 9,120 square feet office building. Please refer to the Summit County Fiscal Officer's website for this property: <https://fiscaloffice.summitoh.net/pls/apex/thothrefintg2.opt?parcel=5000049%25&LIENYEAR=2021>

BASIC INFORMATION FOR PARCEL 6000049																	
PARCEL	5000049									NO CARDS:	1						
ALT ID	RI0002302016000									...LISTER...							
OWNER	VILLAGE OF RICHFIELD									970	01-JAN-20						
OWNER										VACIABAND:							
ADDR.	3333 BRECKSVILLE RD, RICHFIELD 44285-									RENTAL REG:	N/A						
DESC.	TR 3 LOT 1 E OF CLEVE MASS RD 1 310AAUD#10842									SPEC FLAG:	E						
DESC.										LUC: 610	NBR: 21300491						
DESC.										E - EXEMPT PROPERTY OWNED BY TOWNSH							
DISTRICT	50 RICHFIELD VILLAGE-REVERE LSD									HOMESTEAD:	No						
INTER-COUNTY	77-0380									Owner Occupancy Credit:	No						
LAND FOR PARCEL 6000049																	
CODE	ACRES	CLASS	EXMP	UNIT	INCR/DECR	INFLUENCE		INFLU%		VALUE							
00	2.46		27500	27600	27600/27600					13700							
ACRE CODE: 02 = BUILDING SITE																	
COMMERCIAL CARD 1 OF 1 FOR PARCEL 5000049																	
VR BUILT	1974																
STRUCTURE TYPE	OFFICE BLDG L/R 1-45																
TOT BLDG VALUE	331310																
# OF UNITS																	
# OF IDENTICAL BLDGS	100																
PERCENTAGE COMPLETE																	
GRADE																	
BUILDINGS:	LINE	USE	YRBLT	LENS1	970	EST	COMF	YEAR	AN	FIND	ECH	DEPR	FCI	FCR	FCM	ESCH	ESD3
	100	OFFICES	1974	5121	8133P	EXCL/COIC	PERFESTENT	PERFMAP	CENTRAL	33	1313	16	1	1	1	1370	24100

and

<https://fiscaloffice.summitoh.net/pls/apex/thothrefintg2.opt?parcel=5002345%25&LIENYEAR=2021>

BASIC INFORMATION FOR PARCEL 5002345											
PARCEL	5002345									NO CARDS:	0
ALT ID	RI0002302016000									...LISTER...	
OWNER	VILLAGE OF RICHFIELD									970	01-JAN-20
OWNER										VACIABAND:	
ADDR.	BRECKSVILLE RD, RICHFIELD 44286-									RENTAL REG:	N/A
DESC.	TR 3 LOT 1 E OF CORPN LINE & W OF INTERSTATE 2.630AAUD#10843									SPEC FLAG:	E
DESC.										LUC: 630	NBR: 21300401
DESC.										E - EXEMPT PROPERTY OWNED BY TOWNSH	
DISTRICT	50 RICHFIELD VILLAGE-REVERE LSD									HOMESTEAD:	No
INTER-COUNTY	77-0380									Owner Occupancy Credit:	No
LAND FOR PARCEL 5002345											
CODE	ACRES	CLASS	EXMP	UNIT	INCR/DECR	INFLUENCE		INFLU%		VALUE	
00	2.46		27500	27600	27600/27600					67650	
ACRE CODE: 09 = BALANCE OF LAND											

## 2. Access:

Access to the subject parcels is from Brecksville Road.

3. **Utilities:**

All utilities are available.

4. **Zoning:**

OLI - Office and Limited Industrial.

5. **Inspection for Health and Building Codes:**

The Village of Richfield will not conduct or fund the following services should they apply to this real estate:

5.01 land survey,

5.02 testing or pumping septic leach field system,

5.03 testing, pumping or removal of underground fuel storage tanks,

5.04 (4) termite inspection,

5.05 (5) testing for asbestos,

5.06 (6) testing for lead based paint

5.07 (7) title insurance,

5.08 (8) domestic water quality test and

5.09 (9) appraisal,

5.10 If Bidder desires any of these services or other customary real estate inspection services, they are to be acquired at the Bidder's expense.

# SPECIAL TERMS OF SALE

## 1. Bid Deposit:

Bids to purchase must be on a cash basis only. **NO CREDIT TERMS ARE AVAILABLE.** The Village has no information on the availability of private financing or on the suitability of this real estate for financing. No Bid shall be considered unless it is accompanied by a bid deposit in the amount of at least ten percent (10%) of the bid and shall be enclosed with the sealed Bid in the form of a cashier's or certified check made payable to the order of the "Village of Richfield, Ohio." Only cashier's checks or certified checks will be accepted.

The Pay to the Order of should be made out to: "Village of Richfield, Ohio." The full balance of the purchase price is payable upon closing. The bidder offers and agrees that its bid is a continuing bid for a period of ninety (90) calendar days after the date of auction to purchase the described real estate for the bid price entered into the Offer to Purchase received from the bidder by the Village of Richfield.

The bidder shall be prepared to close within thirty (30) days following the Village of Richfield's notification of bid acceptance.

## 2. Bid Price:

The Village of Richfield seeks to obtain fair market value for the real estate and reserves the right to reject any and all bids. The appraisal report is available by contacting:

Christopher J. Papp, P.E., Director of Public Service

Telephone: (330) 659-9201

Email Address: cpapp@richfieldvillageohio.org

The estimated Fair Market Value (FMV) of this real estate, as determined by this Village, is \$595,000.00 as of November 16, 2020, however the Village will accept the highest bid received that meets the disclosed minimum bid of \$475,000.00.

## 3. Prospective Purchase Agreement:

Bidder's offer is contingent upon the Village of Richfield and the Bidder having entered into a prospective Purchase Agreement on or before the date of closing. This requires that the Bidder be able to put the deed in its name, be in good standing with the Village of Richfield, current on all taxes and utilities, and have no property maintenance code violations on properties the Bidder already owns. This contingency may be omitted at the Village of Richfield's sole discretion.

# GENERAL TERMS OF SALE

## 1. Terms – “Bid Packet”:

The term “Bid Packet” as used herein refers to the foregoing Bid Invitation, General Information, Schedule of Real Estate, Special Terms of Sale, General Terms of Sale, Instructions to Bidders, and Bid Forms, all and supplemented by any addenda that may be issued before the time fixed in the Invitation for Sealed Bids for the opening of bids.

## 2. Descriptions in Bid Packet:

The description of the real estate set forth in the Bid Packet and any other information provided with respect to said real estate are based on information available to the Village Administration and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the Village Administration having custody over the real estate shall not constitute grounds or reason for non-performance of the contract for sale, or claims by the Bidder for allowance, refund, or deduction from the purchase price.

## 3. Inspection:

Bidders are invited, urged, and cautioned to inspect the real estate to be sold **BEFORE** submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the real estate offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening.

## 4. Condition of Real Estate:

The real estate is offered for sale and will be sold “As Is” and “Where Is” without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening.

## 5. Zoning:

Verification of the present zoning and determination of permitted uses there under, along with compliance of the real estate for present or proposed future use, shall be the sole responsibility of the Bidder and the Village of Richfield makes no representation in regards thereto. The Village does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Bid Packet or Purchase Agreement.

**6. Continuing Offers:**

Each Bid received shall be deemed to be a continuing offer after the date of bid opening for ninety (90) calendar days, unless the Bid is accepted or rejected by the Village of Richfield before the expiration of the ninety (90) calendar days. If the Village desires to accept any Bid after the expiration of the ninety (90) calendar days, the consent of the Bidder shall be obtained before such expiration.

**7. Possession:**

The successful Bidder agrees to assume possession of the real estate as of the date of conveyance.

**8. Revocation of Bid and Default:**

In the event of revocation of a Bid after the opening of Bids but before acceptance, or in the event of revocation of a Bid after notice of acceptance, or in the event of any default by the successful Bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful Bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Village of Richfield, in which event the Bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Village of Richfield may avail itself of any legal or equitable rights which it may have under the Bid or Purchase Agreement.

**9. Liability:**

If a successful Bidder's Bid is accepted by the Village of Richfield and: (1) the Village fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Bidder for any reason although Bidder is ready, willing, and able to close, the Village of Richfield shall promptly refund to Bidder all amounts of money Bidder has paid without interest whereupon the Village shall have no further liability to Bidder. Additionally, the Village of Richfield may rescind its approval at any time after the acceptance and approval and before the conveyance, if it is reasonably determined by the Village of Richfield that such action is justified in the light of the circumstances then prevailing. Any rescission, pursuant to this paragraph will be without liability on the part of the Village of Richfield other than to return all amounts of money Bidder has paid without interest.

**10. Governing Law:**

This Bid Packet shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation, or other legal matter regarding this Bid Packet by either party must be brought in a court of competent jurisdiction in Summit County, Ohio.

**11. Title Evidence:**

Any title evidence, desired by the successful Bidder, will be procured by the successful Bidder at the sole cost and expense of the successful Bidder. The Village of Richfield will, however, cooperate with the successful Bidder or its authorized agent by permitting examination and inspection of such deeds, abstracts, affidavits of title, or other documents relating to the title of the premises and real estate involved, as it may have available. It is understood that the Village of Richfield will not be obligated to pay for any expense incurred in connection with title matters or survey of the real estate.

**12. Title:**

If a Bid for the purchase of the real estate is accepted, the Village of Richfield's interest will be conveyed by a quitclaim deed or deed without warranty.

**13. Tender of Payment and Delivery of Instrument of Conveyance:**

The Village of Richfield shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the Bid. On the closing date, the successful Bidder shall tender to the Village of Richfield the balance of the purchase price. Only cashier's check, certified check, or money order will be accepted and must be payable to the Village of Richfield, Ohio. Upon such tender being made by the successful Bidder, the Village of Richfield, after recordation, shall deliver to the successful Bidder the instrument, or instruments of conveyance. The Village of Richfield reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents and no liability shall result to the Village of Richfield if such extension occurs.

**14. Delayed Closing:**

The successful Bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful Bidder's action and not by any action on the part of the Village of Richfield. The interest rate is consistent with Ohio Revised Code § 1343.03(A) and shall be computed pursuant to Ohio Revised Code § 5703.47, which takes 26 U.S.C. §1274, rounds it to the nearest whole number and adds 3%. The Village of Richfield reserves the right to refuse a request for extension of closing.

**15. Documentary Stamp and Cost of Recording:**

The successful Bidder shall pay all current and back taxes, fees and charges imposed on this transaction and shall obtain at Bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law. All instruments and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful Bidder's expense.

**16. Contract:**

The successful Bidder's Bid Packet, and the Bid when accepted by the Village of Richfield, shall constitute an agreement for sale between the Successful Bidder and the Village. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful Bidder without consent of the Village of Richfield, and any assignment transaction without such consent shall be void. The successful Bidder will be responsible for all taxes on the real estate even if occupied by tenants.

# **INSTRUCTIONS TO BIDDERS**

1. **Submittal of Sealed Bid:**

Outside of the envelope containing the sealed bid must be marked:

**VILLAGE OF RICHFIELD  
SALE OF VILLAGE OWNED REAL ESTATE SITUATED AT  
3333 BRECKSVILLE ROAD, RICHFIELD, OHIO  
PERMANENT PARCEL NUMBERS:**

**50-00049 AND 50-02345**

**ATTENTION: CHRISTOPHER J. PAPP, P.E., DIRECTOR OF PUBLIC SERVICE**

2. **Bid Form:**

Each prospective bidder is required to complete and execute the Bid Forms attached in this Bid Packet, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the Bid and the Bid must be manually signed. Negligence on the part of the bidder in preparing the Bid confers no right for withdrawal or modification of the Bid.

3. **Bid Executed on Behalf of Bidder:**

A Bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of his/her Power of Attorney or other evidence of his/her authority to act on behalf of the Bidder.

4. **Corporation:**

If the Bidder is a corporation, the Certificate of Corporate Bidder must be executed. A duly authorized officer of the corporation other than the officer signing the Bid must execute the certificate under the corporate seal. In lieu of the Certificate of Corporate Bidder, there may be attached to the Bid copies of corporate records demonstrating the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

5. **Partnership:**

If the Bidder is a partnership, and all partners must sign the Bid, with a notation that they are all the partners, the Village of Richfield will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the Bid, then the names of all those, except limited

partners, must be furnished on the Bid and the Village of Richfield, in its discretion, may require evidence of the authority of the signer(s) to execute the Bid on behalf of the partnership.

**6. Bid Deposit:**

Each Bidder shall be required to submit a Bid Deposit, along with a self-addressed stamped envelope for the return of the unsuccessful Bidder's Bid Deposit. A Bid Deposit must accompany each Bid submitted. All Bid Deposit must be in the form of a certified check or cashier's check payable to the order of the "Village of Richfield, Ohio." Prospective Bidders may find it easier to negotiate checks with their banks if they include their own names along with the Village of Richfield on the payable line after the word "or."

Failure to provide the Bid Deposit shall require rejection of the Bid. Upon acceptance of a Bid, the deposit of the successful Bidder shall be applied toward payment of the successful Bidder's obligation to the Village of Richfield.

**7. Additional Information:**

The Village of Richfield will, upon request, provide additional answers concerning the real estate offered to facilitate preparation of Bids. Each Bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid Packet. All requests for additional information and/or questions shall be directed to:

Christopher J. Papp, P.E., Director of Public Service  
Telephone: (330) 659-9201  
Email Address: cpapp@richfieldvillageohio.org

**8. Notice of Acceptance or Rejection:**

Notice by the Village of Richfield of acceptance of a Bid shall be deemed to have been sufficiently given when mailed, emailed, or phoned to the highest bidder or its duly authorized representative at the address indicated in the Bid Documents. Notice by the Village of Richfield of rejection of a Bid shall be deemed sufficiently given when the Bid Deposit of the rejected or unsuccessful Bidder has been mailed to the Bidder at the address provided on the self-addressed envelope.

Deposit shall not, in itself, constitute acceptance of the Bidder's offer. The Village reserves the right to reject any or all Bids or portions thereof.

**9. Waiver of Information or Irregularities:**

The Village of Richfield, may, at its election, waive any minor informality or irregularity in Bids received.

# BID FORMS

## OFFER TO PURCHASE REAL ESTATE

This offer is subject to the procedures, terms, and conditions of the "Bid Invitation" which is incorporated herein by reference. The undersigned Bidder hereby offers and agrees, if this Bid is accepted within ninety (90) calendar days after the date on which the Bids are opened, to purchase the Real Estate indicated above that corresponds with the Real Property Description in the Bid Invitation.

Amount of Bid: \$ \_\_\_\_\_

Bid Deposit: \$ \_\_\_\_\_

The Instrument of conveyance should name the following Grantee(s):

\_\_\_\_\_

Bidder is:     Individual             Partnership             Trustee             Corporation

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

Street: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Signer's Name & Title: \_\_\_\_\_

**CERTIFICATE OF CORPORATE BIDDER**

To be completed by corporate official other than the person-signing Bid above.

I, \_\_\_\_\_, certify that I am \_\_\_\_\_

(Secretary or other official title) of the Corporation named as Bidder herein;

That, \_\_\_\_\_, who signed this Bid on behalf of the Bidder, was then

\_\_\_\_\_ of the said Corporation;

That said Bid was duly signed for and on behalf of said corporation by authority of its governing body is within the scope of its corporate powers.

(SEAL)

\_\_\_\_\_  
Signature of Certifying Corporate Office

\_\_\_\_\_  
Date

**NOTICE OF BID AWARD**

DATE: \_\_\_\_\_, 2021

TO: [Successful Bidder Name and Address]

OWNER: Village of Richfield, Ohio

PROJECT: **Village of Richfield**  
**Sale of Village owned real estate situated at 3333 Brecksville Road, Richfield, Ohio 44286 by Sealed Competitive Bidding**  
**Permanent Parcel Numbers: 50-00049 AND 50-02345**

You are hereby notified that your BID, dated \_\_\_\_\_, 2021, for the above-named Project has been accepted for:

**Total Amount of:** \$ \_\_\_\_\_

**Bid Deposit Amount of:** \$ \_\_\_\_\_

Owner: Village of Richfield, Ohio

By: \_\_\_\_\_  
Christopher J. Papp, P.E.  
Director of Public Service

# SAMPLE PURCHASE AGREEMENT

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement"), dated as of \_\_\_\_ \_\_, 2021 ("Effective Date"), is made and entered into by and between Village of Richfield, an Ohio municipal corporation ("Seller") and \_\_\_\_\_ ("Buyer").

1. Property. Buyer hereby offers and agrees to buy from Seller, and Seller hereby offers and agrees to sell to Buyer, that certain improved real property approximately located at 3333 Brecksville Road in the Village of Richfield, County of Summit, and State of Ohio, and known as Permanent Parcel Numbers 50-00049 and 50-02345 in the Summit County Fiscal Office, as further described on Exhibit "A", attached hereto and made a part hereof (the "Property"), together with all easements, hereditaments, appurtenances and fixtures in their present condition.
2. Purchase Price. The purchase price for the Property shall be \_\_\_\_\_ (the "Purchase Price"). The \_\_\_\_\_ Purchase Price shall be paid as follows:
  - 2.1 Earnest Deposit. Within five (5) days after the Effective Date, Seller shall deliver to Resource Title National Agency, Inc., 7100 East Pleasant Valley Road, Suite 100, Independence, OH 44131, (216) 520-0050 (the "Title Company"), as escrow agent (the "Escrow Agent"), the Buyer's Bid Deposit (the "Deposit"), which shall be immediately deposited by the Escrow Agent in a non-interest-bearing account.
  - 2.2 Balance. On or before the Closing Date (hereinafter defined), Buyer shall deposit the balance of the Purchase Price with the Escrow Agent as provided below.
3. Due Diligence; Feasibility Period.
  - 3.1 Buyer's Due Diligence. Following the Effective Date, Buyer and Buyer's employees, agents, and contractors shall have the right to enter upon and fully inspect the Property, including, but not limited to, surveys, soil borings or other tests, appraisals, home inspection, engineering reports and environmental studies, and to make such other legal and factual investigations relating to the Property as may be required by Buyer. From the Effective Date until the Closing Date, Seller shall give Buyer access to the Property during normal business hours and shall provide all information concerning the Property which Buyer may reasonably request.
  - 3.2 Seller's Due Diligence. Without limiting Section 3.1 of this Agreement, within five (5) days of the Effective Date, Seller shall provide Buyer all documents, materials and items, or copies thereof, relating to the Property, including, but not limited to, the following (collectively, "Seller's Due Diligence Materials"): (i) all environmental reports and/or studies, including any chain of title for the

Property; (ii) all engineering/inspection reports and/or studies; (iii) all notices received from any governmental authority; (iv) all surveys; and (v) all other documents relating to the operation of the Property or which would have a material effect on Buyer's decision to purchase the Property.

3.3 Feasibility Period. Buyer shall have from the Effective Date until 5PM on the day that is Sixty (60) days after the Effective Date (the "Initial Feasibility Period") to investigate and satisfy Buyer, in Buyer's sole discretion, as to legal and factual matters relating to the Property, including, without limitation, Seller's Due Diligence Materials. Notwithstanding anything contained in this Agreement to the contrary, so long as Buyer is actively conducting due diligence and/or pursuing the redevelopment of the Property, Buyer shall have the right to extend the Initial Feasibility Period for one (1) additional period of thirty (30) days by delivering written notice to Seller prior to the expiration of the Initial Feasibility Period (the "Extended Feasibility Period", and together with the Initial Feasibility Period, the "Feasibility Period"). On or before the expiration of the Feasibility Period, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement for any reason or no reason whatsoever, by delivering written notice to Seller. If Buyer elects to terminate this Agreement pursuant to this Section 3.3, Buyer shall return Seller's Due Diligence Materials to Seller, Buyer and Seller shall not have any further rights or obligations under this Agreement, except for obligations that specifically survive the termination of this Agreement, and, if such termination occurs during the Feasibility Period, then Buyer shall receive a refund of the Deposit.

3.4 Buyer shall provide no less than 48 hours prior written notice to Seller of any invasive investigations of the Property, and Seller shall have the right to have a representative present during any such invasive investigations. Buyer shall, at its sole cost and expense, repair any damage caused by any tests or inspections or by Buyer's, or Buyer's agents or employees, entry onto the Property. At any time that Buyer or its agents physically inspect the Property prior to Closing, Buyer shall carry or cause to be carried commercial general liability insurance covering all activities conducted by Buyer on the Property. Such insurance shall have limits of not less than One Million Dollars (\$1,000,000.00). The provisions of this Section 3.4 shall survive Closing or the earlier termination of this Agreement.

4. Condition of the Property.

4.1 Purchase of the Property, "As-Is". **SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES HEREIN, BUYER ACKNOWLEDGES AND AGREES THAT THE BUYER WILL BE PURCHASING THE PROPERTY "AS IS", "WHERE IS", BASED SOLELY AND EXCLUSIVELY IN RELIANCE ON THE BUYER'S OWN INVESTIGATIONS, TESTING AND DUE DILIGENCE, ALL OF WHICH THE BUYER AGREES AS OF THE CLOSING DATE, THE BUYER WILL HAVE CONCLUDED TO ITS COMPLETE SATISFACTION.**

4.2 Government Requirements. To Seller's actual knowledge, there are no outstanding violations of any statutes, ordinances, rules or regulations affecting the Property as set forth in any notice from any governmental authority. If any governmental notices of violations are received prior to the Closing Date, Seller will immediately advise Buyer. Seller shall be responsible for complying with the requirements of any point-of-sale ordinance or similar governmental requirements applicable to the Property, unless the parties otherwise agree in writing.

5. Title.

5.1 Conveyance. Seller shall convey to Buyer fee simple marketable title to the Property by general warranty deed (the "**Deed**") free and clear of all liens and encumbrances except (1) real estate taxes and assessments which are not yet due and payable, (2) zoning ordinances, if any, (3) restrictions, conditions, reservations and easements of record, if any, which do not materially and adversely affect the use or value of the Property, and (4) any liens or encumbrances created by the acts of Buyer or otherwise waived by Buyer (collectively, the "**Permitted Exceptions**").

5.2 Title Commitment and Title Policy. Buyer shall cause the Title Company to deliver a commitment (the "Title Commitment") for an ALTA Owner's Policy of Title Insurance without the standard printed exceptions (the "Title Policy"). Notwithstanding anything contained in this Agreement to the contrary, Seller shall satisfy and remove any lien which can be satisfied by the payment of a fixed sum of money prior to the Closing Date.

5.3 Survey. Buyer shall have the right to cause a registered surveyor to make a survey for the Property (the "**Survey**"), the cost of which survey shall be paid by Buyer.

5.4 Title Review Period. Buyer shall have the right to object to: (i) any matters disclosed by the Title Commitment ("Title Objections"), and (ii) any matters disclosed by the Survey ("Survey Objections"), other than the Permitted Exceptions, provided that Buyer delivers written notice of any Title Objections or Survey Objections before the expiration of the Feasibility Period, as may be extended. If Buyer delivers in a timely manner written notice of any valid Title Objections and/or Survey Objections (collectively, "Objections"), then Seller shall within fifteen (15) days from receipt of such Objections to notify Buyer in writing ("Seller's Response") whether Seller elects to: (i) cure any such Objections on or prior to the Closing Date, or (ii) not cure any such Objections. If Seller elects to cure an Objection under the previous sentence and fails to do so by the Closing Date, Buyer shall have the right to: (x) terminate this Agreement, whereupon Escrow Agent shall promptly deliver the Deposit to Buyer and Buyer and Seller shall be relieved of any further liability or obligation under this Agreement other than liabilities or obligations that specifically survive

termination, or (y) waive the Objections and proceed to purchase the Property subject to the Objections, in which event the items objected to which were not cured shall be deemed Permitted Exceptions. In the event Seller fails to deliver Seller's Response to Buyer within such fifteen (15) day period, Seller shall be deemed to have elected not to cure any of the Objections. If Seller's Response states that Seller elects not to cure any of the Objections on or prior to the Closing Date, or if Seller is deemed to have elected not to cure any of the Objections as set forth above, then within fifteen (15) days from the earlier to occur of: (i) Buyer's receipt of Seller's Response, or (ii) the date Seller is deemed to have elected not to cure the Objections, Buyer shall elect to either: (x) terminate this Agreement, whereupon Buyer and Seller shall be relieved of any further liability or obligation under this Agreement other than liabilities or obligations that specifically survive termination and, if such termination occurs during the Feasibility Period, then Buyer shall receive a refund of the Deposit, or (y) waive the Objections and proceed to purchase the Property subject to the Objections, in which event the items objected to which were not cured shall be deemed to be Permitted Exceptions. If Buyer fails to timely make such election, then Buyer shall be deemed to have elected to purchase the Property pursuant to the foregoing clause (y). Notwithstanding anything contained herein to the contrary, Seller shall be obligated to cure, remedy or satisfy at or prior to Closing, any mortgages or monetary judgments of a liquidated or ascertainable amount suffered, permitted to exist or created by Seller on or against the Property regardless of whether Buyer identifies them as Objections, and in no event shall any of such items be deemed Permitted Exceptions.

6. Escrow. Buyer shall deliver to the Escrow Agent a copy of this Agreement which shall serve as the Escrow Agent's escrow instructions for this transaction.
7. Closing and Delivery of Possession. All documents and funds necessary to complete this transaction, including, but not limited to, the Deed and affidavits, releases, satisfactions and certificates as may be required by the Title Company issuing the Title Policy to remove the standard printed exceptions (other than survey and mineral matters) and deliver the final Title Policy in the form required herein, shall be placed in escrow in sufficient time to permit transfer of title on the Closing Date (hereinafter defined). The Escrow Agent shall file the Deed for record (the "Closing") and complete this transaction in accordance with the provisions of this Agreement on the Closing Date. The "Closing Date" shall be the thirtieth (30<sup>th</sup>) day following expiration or earlier waiver of the Feasibility Period, as may be extended, unless this Agreement is sooner terminated as hereinafter described. On the Closing Date, the Title Company shall issue the Title Policy. On the Closing Date, subject to the Lease (hereafter defined), Seller shall deliver exclusive possession of the Property to Buyer, free and clear of all tenancies, furniture and personal property. The Seller shall remove all personal property and belongings, other than defined in 7.2 below. On or before the Closing Date, Seller shall notify Buyer when the Property is ready for inspection to ensure all personal property and belongings have been properly removed.

7.1 Lease. The Seller shall retain use of the Property as a tenant after the Closing Date for a period not to exceed 90 days, at no cost to Seller. The Buyer and Seller agree to execute and be bound by the terms and conditions of a lease agreement (the "Lease") between Buyer and Seller, a form of which shall be provided to Seller from Buyer prior to the Closing Date. The Lease shall become effective on the Closing Date.

7.2 Personal Property. Seller and Buyer have agreed that the following personal property is permitted to be removed in connection with this sales transaction:

- a) Refrigerator;
- b) Stove;
- c) Washer/Dryer; and
- d) Microwave

## 8. Prorations and Charges.

8.1 Taxes. Real estate taxes and assessments, both general and special, shall be prorated as of the Closing Date based on the last available tax duplicate. Seller is responsible for payment or reimbursement for all property taxes until the Closing Date, including increases that are assessed after the Closing Date on the taxable period during which Seller was owner of the Property. If the exact amount of taxes is not known as of the Closing Date for the year of Closing, the parties agree to reprorate and make the appropriate adjustment between them when such amounts become known, within thirty (30) days after presentment of the appropriate back-up information. The terms of the immediately preceding sentence shall survive the Closing Date and recording of the Deed and not be merged therein.

8.2 Utilities. Seller shall be responsible for all operating expenses of the Property, including, without limitation, utilities to the Closing Date and during the term of the Lease. Seller shall request that meters for all public utilities, including water, being used on the Property be read as of the Closing Date or the expiration date of the Lease (whichever is later), and all such charges shall be paid by Seller. Seller shall request any statements required by any governmental authority respecting the status of the account for any such utilities.

8.3 Seller Charges. The Escrow Agent shall charge Seller (i) the cost for the Title Commitment and one-half (1/2) of the premium for the Title Policy, (ii) the conveyance fee and transfer taxes (if any), (iii) the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Property as required by this Agreement, (iv) the cost of deed preparation, and (v) one-half (1/2) the escrow fee.

8.4 Buyer Charges. The Escrow Agent shall charge Buyer (i) one-half (1/2) of the premium of the Title Policy, (ii) the cost of recording the Deed and (iii) one-half (1/2) of the escrow fee.

9. Representations and Warranties.

By Seller. Seller hereby represents and warrants to Buyer as follows:

- 9.1 Seller is the owner of the Property in fee simple and at Closing the Property will be free and clear of all liens, claims, easements, restrictions, conditions and encumbrances, except real estate taxes and general assessments not yet due and payable and the Permitted Exceptions; Seller has the full right and authority to enter this Agreement and to convey the Property to Buyer; there are no violations of any building codes or other ordinances affecting the Property; except as otherwise disclosed in writing to Buyer, there are no underground storage tanks, gas wells, or other wells (whether or not capped) on or about the Property.
- 9.2 There are no leases, purchase agreements, unrecorded easements, rights of first offer, rights of first refusal or similar agreements in effect with respect to the Property.
- 9.3 There are no service or management agreements, or any other agreements which in any way affect the Property or the proposed development or construction of the Project thereon.
- 9.4 Seller has received no written notice from any governmental authority or other party of any (1) violation of applicable law at, on or under the Property which has not been heretofore corrected, (2) pending or threatened litigation, governmental investigation, condemnation, eminent domain or like proceeding before any court, tribunal or other governmental or quasi-governmental agency respecting the Property or the operation thereof, or which will materially affect Seller's ability to perform its obligations hereunder or Buyer's ability to use the Property for Buyer's intended use, (3) current use, condition or operation of the Property which violates applicable law or any restrictions of record, (4) special tax or assessment to be levied against the Property, or (5) change in the tax assessment of the Property.
- 9.6 To the best of Seller's knowledge (i) no Hazardous Materials (as hereinafter defined) have been stored at, disposed of or are located in, on or about the Property; (ii) no hazardous materials have been buried or accumulated in, on or about the Property; and (iii) neither the Property nor any part thereof is contaminated by or contains any Hazardous Materials or constitutes "wetlands". To the best of Seller's knowledge, there is no liability, whether asserted or unasserted, fixed or contingent, relating to the Property or any part or parts thereof resulting from any environmental matters, including, without limitation, the discharge, disposal, storage, accumulation, transport, leakage, spillage or other actions or omissions

with respect to Hazardous Materials or any breach or violation of any environmental laws, Seller shall indemnify, defend and save harmless Buyer from and against any and all losses, liabilities, damages, costs and expenses (including, but not limited to, loss of property value, or defects in title to the Property) and reasonable fees and disbursements of Buyer's legal counsel suffered or incurred by Buyer as a result of a release of Hazardous Materials on or under the Property to the extent caused by Seller or Seller's officers, employees, representatives, agents, consultants, contractors, subcontractors, successors, assigns, concessionaires or invitees. As used herein, the term "Hazardous Materials" shall mean: (1) material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive, mutagenic or corrosive, including, without limitation, petroleum, or any petroleum derivative, solvents, heavy metals, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Property is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted, (2) any other substance or matter which results in liability to any person or entity from exposure to such substance or matter under any statutory or common law theory, and (3) any substance or matter which is in excess of relevant and appropriate levels set forth in any applicable federal, state or local law or regulation pertaining to any hazardous or toxic substance, material or waste, or for which any applicable federal, state or local agency orders or otherwise requires removal, remediation or treatment. "Hazardous Materials Laws" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

By Buyer. Buyer hereby represents and warrants to Seller as follows:

- 9.7 Buyer's execution and delivery of, and performance under, this Agreement is pursuant to valid authority duly conferred upon Buyer and

the signatory hereto. To Buyer's knowledge, the consummation of the transactions contemplated hereby and the compliance by Buyer with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of any agreement, understanding, accord, document, or instrument to which Buyer is a party or by which Buyer is bound, or constitute a violation of any applicable law.

10. Risk of Loss. Risk of loss to the Property from casualty or condemnation shall be borne by Seller until the Closing Date. If the Property is destroyed, subjected to material damage prior to Closing, or Seller receives notice that all or any portion of the Property may be taken by condemnation or eminent domain, Seller shall immediately notify Buyer, and Buyer may elect in a writing delivered to Seller within ten (10) days after Seller notifies Buyer of the amount of the applicable deductible and the insurance proceeds payable with respect to such casualty, or the nature of the condemnation, as applicable, to: (a) proceed with the Closing and be entitled to all insurance proceeds, plus an amount equal to any deductible, or condemnation awards paid or due as a result of such casualty or condemnation to Seller or (b) terminate this Agreement. If this Agreement is terminated pursuant to clause (b) of this Section 10, Buyer and Seller shall be relieved of any further liability or obligation under this Agreement, except for obligations that specifically survive the termination of this Agreement, and, if such termination occurs during the Feasibility Period, then Buyer shall receive a refund of the Deposit. For the purposes of this Agreement, "material" damage shall mean damage costing \$26,000.00 or more to repair, as reasonably estimated by Seller.
11. Notice. Except as otherwise expressly provided in this Agreement, all notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be given by hand, or mailed, postage prepaid, or delivered by recognized overnight courier:

If to Buyer, at: Village of Richfield  
4410 W. Streetsboro Road  
Richfield, Ohio 44286  
Attention: Mayor Michael Wheeler  
Telephone: 330.659.9201

With Copy to: Walter Haverfield LLP  
1301 East 9<sup>th</sup> Street, Suite 3500  
Cleveland, Ohio 44114  
Attention: Alejandro V. Cortes

If to Seller: [INSERT]

With Copy to: [INSERT]

A notice shall be deemed duly received when actually received by the party if delivered by hand. A notice shall be deemed duly received three (3) days after the same is placed in

the mail, postage prepaid with return receipt requested. A notice shall be deemed duly received one (1) day after the same is deposited with a recognized overnight courier.

12. Default. If Buyer defaults in the performance of any covenant or agreement herein contained, and such failure or default continues for five (5) days following written notice from Seller, then Seller may terminate this Agreement. Upon such termination, the Escrow Agent shall deliver the Deposit to Seller as liquidated damages and as Seller's sole and exclusive remedy and Buyer and Seller shall be relieved of any further liability or obligation under this Agreement, except for obligations that specifically survive the termination of this Agreement. If Seller fails to perform any obligation imposed by this Agreement and such failure continues for five (5) days following written notice from Buyer, then Buyer, in addition to any other remedies in law or in equity available to Buyer, may elect either to terminate this Agreement and receive a return of the Deposit or to sue Seller for specific performance to compel Seller's performance under this Agreement (the parties agreeing that money damages may not be an adequate remedy for a breach of this Agreement by Seller) and/or damages suffered by Buyer including reasonable legal fees and disbursements incurred in connection with such action.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No other conditions, representations, warranties or agreements, expressed or implied, have been made or relied upon by Buyer or Seller.
14. Survival of Representations and Warranties. Except as specifically provided for herein, the representations or warranties contained in this Agreement and in any statement, instrument or certificate furnished pursuant to this Agreement shall survive the Closing and the filing of the Deed for a period of twenty-four (24) months.
15. Assignment; Parties Bound and Benefited. Buyer may freely assign this Agreement and Buyer's rights hereunder without Seller's consent. Seller shall not assign this Agreement without Buyer's prior written consent, which shall not be unreasonably withheld. In connection with any assignment of this Agreement by Buyer or Seller, the assigning party shall not be relieved of any of its obligations hereunder and shall remain fully liable hereunder. This Agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.
16. Real Estate Broker. Buyer and Seller represent and warrant to each other that no broker procured, negotiated or was instrumental in procuring, negotiating or consummating this transaction. Except for any fee due to Broker, which shall be paid by Seller pursuant to a separate agreement, Seller agrees to indemnify and hold harmless Buyer from any claims, demands, actions, losses, damages, costs, expenses (including reasonable attorney's fees) and liabilities that may be based upon or alleged to be based upon any broker's or other party's commission or fee or other compensation with respect to this transaction other than Broker arising through dealings with the Seller. The provisions of this Paragraph 16 shall survive Closing, the filing and/or the recording of the Deed and/or any other termination of this Agreement.

17. Time of the Essence. It is expressly agreed by Buyer and Seller that time is of the essence with respect to this Agreement including, but not limited to, any provisions for the Closing Date or for the delivery of any notice allowed or required under this Agreement, except that, notwithstanding anything in this Agreement to the contrary, if any date for the giving of notice, approval, disapproval, objection or consent, for any waiver or for any other action pursuant to this Agreement shall fall on a Saturday, Sunday or national legal holiday, then such date automatically shall be extended to the next day that is not a Saturday, Sunday or national legal holiday.
18. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[SIGNATURE PAGE TO FOLLOW]

The Parties have executed this Agreement to be effective on the date set forth above.

**SELLER:**

**BUYER:**

[Insert]

By: \_\_\_\_\_  
Michael Wheeler Date  
Mayor

By: \_\_\_\_\_  
Sandy Turk Date  
Director of Finance

Authorized by Resolution \_\_ - 2021 on \_\_\_\_\_,  
2021

Approved as to Legal Form and Correctness:

\_\_\_\_\_  
Alejandro V. Cortes Date  
Director of Law

EXHIBIT "A"

Legal Description