

RESOLUTION NO. 70-2018

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT TO PURCHASE APPROXIMATELY 1.83 ACRES OF REAL PROPERTY LOCATED AT 3871 BROADVIEW ROAD IN THE VILLAGE; AND DECLARING AN EMERGENCY

WHEREAS, the Dolores J. Heinle Trust owns two parcels of real property commonly known as 3871 Broadview Road, Richfield, Ohio (“Heinle Property”); and

WHEREAS, this Council has determined that it would be in the best interest of the health, safety and welfare of the citizens of the Village of Richfield to purchase the Heinle Property for public use, including but not limited to potentially improving access to the Richfield Branch Library; and

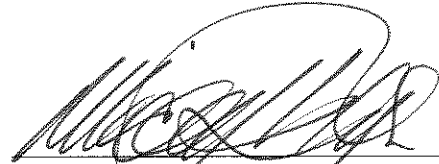
WHEREAS, this Council desires to authorize the Mayor and Director of Finance to enter into a purchase agreement for the purchase of the Heinle Property, as further set forth herein.

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


- SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized and directed to enter into an agreement with Dolores J. Heinle, Trustee of the Dolores J. Heinle Trust, for the purchase of Permanent Parcel Numbers 50-00551 and 50-00552, consisting of approximately 1.83 acres of real property located at 3871 Broadview Road, Richfield, Ohio, under substantially the same terms as the Purchase and Sale Agreement attached hereto as Exhibit “A” and incorporated fully herein by reference, subject to final approval of the Director of Law.
- SECTION 2. That the Mayor and the Director of Finance are hereby authorized to take all necessary actions to complete the purchase of the aforesaid real property in accordance with the Purchase and Sale Agreement.
- SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 all legal requirements including Section 121.22 of the Ohio Revised Code.
- SECTION 4. 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 have property ownership

transfer at the earliest possible time for public purposes that may include improved access to the Richfield Branch Library; 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: 9-4-18



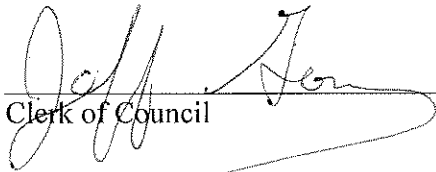
President of Council



Mayor

Dated: 9/4/18

ATTEST:



Clerk of Council

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**"), dated as of September __, 2018 (the "**Effective Date**"), is made and entered into by and between Dolores J. Heinle, Trustee of the Dolores J. Heinle Trust Dated February 1, 1999 (collectively, "**Seller**") and the Village of Richfield, an Ohio municipal corporation ("**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 3871 Broadview Road, in the Village of Richfield, County of Summit, and State of Ohio, and known as PPNs 5000551 and 5000552 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 Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid as follows:

Earnest Deposit. Within five (5) days after the Effective Date, Buyer 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 sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "**Deposit**"), which shall be immediately deposited by the Escrow Agent in a non-interest-bearing account.

Balance. On or before the Closing Date (hereinafter defined), Buyer shall deposit the balance of the Purchase Price with Escrow Agent as provided below.

3. Due Diligence; Feasibility Period.

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, 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.

Seller's Due Diligence Materials. 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**"):

- 3.1 all environmental reports and/or studies, including any chain of title for the Property;

- 3..2 all engineering/inspection reports and/or studies;
- 3..3 all notices received from any governmental authority;
- 3..4 all surveys; and
- 3..5 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.

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.

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.

Purchase of the Property "As-Is". 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.

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 (30th) day following the 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, Seller shall deliver exclusive possession of the Property to Buyer, free and clear of all tenancies, furniture and personal property. Any personal property remaining on the Property after the Closing Date shall be deemed abandoned by Seller and shall become the property of Buyer.
8. Prorations and Charges.

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.

Utilities. Seller shall be responsible for all operating expenses of the Property, including, without limitation, utilities to the Closing Date. Seller shall request that meters for all public utilities, including water, being used on the Property be read as of the Closing Date and all charges to the Closing Date 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.

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.

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.

9.5 Seller's execution and delivery of, and performance under, this Agreement is pursuant to valid authority duly conferred upon Seller and the signatories hereto. The consummation of the transactions contemplated hereby and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a material breach of any of the terms or provisions of any agreement, arrangement, undertaking, accord, document, or instrument to which Seller is a party or by which Seller or the Property is bound.

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 that 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, Ohio
4410 W. Streetsboro Road
Richfield, Ohio 44286
Attention: Brian M. Frantz
Telephone: 330.659.9201, Ext. 501

With Copy to: Walter | Haverfield LLP
1301 East 9th St., Suite 3500
Cleveland, Ohio 44114
Attention: William R. Hanna

If to the Seller, at: Ms. Dolores J. Heinle, Trustee
Dolores J. Heinle Trust dated 2/1/1999
3232 Medina Line Road
Richfield, Ohio 44286

With Copy to: Mr. Matthew A. Heinle
75 East Market Street
Akron, Ohio 44308

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, other than Stouffer Realty (Gary Stouffer and John Dagilis) (collectively, the "Broker"), 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 follows)

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

SELLER:

Dolores J. Heinle,
Trustee of the Dolores J. Heinle Trust,
Dated February 1, 1999

Date: _____

PURCHASER:

THE VILLAGE OF RICHFIELD,
an Ohio Municipal corporation

By: _____
Bobbie Beshara, Mayor

Date: _____

By: _____
Sandy Turk, Director of Finance

Date: _____

Authorized by: _____ on _____.

Approved as to legal form and correctness:

William R. Hanna, Director of Law

FISCAL OFFICER'S CERTIFICATE

I, as Director of Finance for the Village of Richfield, Ohio, certify that the money required for the within Purchase Agreement between Dolores J. Heinle, Trustee of the Dolores J. Heinle Trust, Dated February 1, 1999 and the Village of Richfield, Ohio, is in the treasury, to the credit of the fund from which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

Sandy Turk, Director of Finance

Exhibit "A"
Property

(to be attached)

