

AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A PURCHASE AGREEMENT WITH JOSEPH AND JUDY E. SCOLARO AND DECLARING AN EMERGENCY

BE IT ORDAINED 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 Purchase Agreement with Joseph and Judy E. Scolaro, a copy of which Purchase Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. 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 in order to purchase a unique parcel within the Village; wherefore, provided this Ordinance receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect and be in force 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: January 7, 1997

[Signature]
President of Council

[Signature]
Mayor

Dated: 1/8/97

ATTEST:
[Signature]
Clerk of Council

PURCHASE AGREEMENT

This Agreement is made this 28th day of October, 1996 by and between Joseph and Judy E. SCOLERO (hereinafter referred to as "Seller") and VILLAGE OF RICHFIELD, OHIO (hereinafter referred to as "Purchaser").

WITNESSETH:

1. Premises

Purchaser hereby agrees to buy and Seller agrees to sell, upon the terms and subject to the conditions set forth herein, the real estate having Permanent Parcel No. 50-01141, having an area of approximately .96 acres and outlined on Exhibit 1 attached hereto and made a part of this Agreement, together with all easements, rights, privileges, hereditaments and appurtenances thereunto belonging (the "Premises"). A copy of the legal description is to be attached hereto as Exhibit A and made a part of this Agreement upon receipt from Purchaser's surveyor.

2. Purchase Price

Purchaser agrees to pay for the Premises the sum of One Hundred Thirty Thousand Dollars (\$130,000.00) payable as follows:

- A. A note in the amount of Five Thousand Dollars (\$5,000.00) due and payable upon closing.
- B. One Hundred Twenty-Five Thousand Dollars (\$125,000.00) through escrow at closing.

If for any reason the Escrow Agent is unable to complete the transaction in accordance with Paragraph 6 hereof, Purchaser shall immediately refund the \$5,000.00 note to Seller and this Agreement shall be deemed null and void.

3. Title

A. Seller shall convey title to the Premises by a good and sufficient Warranty Deed conveying to Purchaser, good and marketable title to the Premises, with all dower rights, if any, released, free and clear of any and all liens and encumbrances whatsoever, and subject only to easements, rights of way, conditions and restrictions of record, which do not adversely affect Purchaser's use of the Premises for any lawful municipal purpose, real estate taxes and assessments, a lien upon the date of transfer of title, but not then due and payable. Purchaser shall cause the Title Company, as designated herein, to furnish an Owner's Policy in the amount of the purchase price, insuring Purchaser's title to be as provided herein.

B. Purchaser shall cause the Title Company to examine title to the Premises within ten (10) days after Seller executes this Agreement. Purchaser shall have five (5) days after receiving a title commitment to object to any defects in title which substantially affects marketability of title. Purchaser need not object to any liens which may be released by the payment of money. Seller shall be obligated to remove any and all liens on the Premises. Purchaser's failure to object to any defect in title within said five (5) day period shall constitute approval thereof. Seller shall have thirty (30) days after receipt of notice from Purchaser of such title defects to attempt to cure such defects. If the defect is such that the same cannot be corrected within the thirty (30) day period, Purchaser may (i) terminate this Agreement and receive full return of any funds or documents theretofore deposited and in such case, neither of the parties shall have any further obligation or liability under this Agreement, or (ii) accept title to the Premises, "AS IS", subject to the uncured title defects and close this transaction in accordance with the terms of this Agreement.

4. Real Estate Taxes and Assessments

All real estate taxes and assessments, both general and special, shall be prorated by the Escrow Agent based on the last available tax duplicate as of the Closing Date, as defined herein.

5. Survey and Lot Split

Seller consents and grants Purchaser the right and Purchaser's agents the right to enter upon the Premises at any time prior to the Closing Date, as defined in this Agreement, to perform a survey of the Premises. The survey shall be performed at Purchaser's expense. Prior to the Closing Date, Seller shall, with the assistance of Purchaser, cause the Premises to be designated a separate tax parcel consistent with the survey and shall, if necessary, at Purchaser's expense, cause a subdivision plat to be prepared and recorded on or before the Closing Date in the Office of the County Recorder of Summit County, Ohio, with the required governmental and other endorsements noted on the survey.

6. Designation of Title Company and Escrow Agent

Midland Commerce Group Title Agency, Inc. (referred to herein as the "Title Company"),
409 Society Building, Akron, OH 44308, shall furnish all title services and issue all evidence of title required herein. The Title Company shall be the Escrow Agent in this transaction (referred to herein as the "Escrow Agent"). All funds and documents necessary to the completion of this transaction shall be deposited in Escrow with the Escrow Agent on or before the Closing Date.

7. Closing and Possession

Title shall transfer on or about January 28, 1997, or such other date as the Seller and Purchaser shall mutually agree (referred to herein as the "Closing Date"). This Agreement shall serve as Escrow Instructions. The Escrow Agent shall attach hereto its Standard Conditions of Escrow which shall govern where not inconsistent with this Agreement.

8. Costs

The Escrow Agent shall charge to Seller prorated real estate taxes and assessments. The Escrow Agent shall charge one-half to Seller and one-half to Purchaser: (i) the escrow fee; (ii) the real estate transfer tax; (iii) the cost of the title examination and commitment; (iv) the cost of recording the Deed; and (v) the cost of an ALTA Owner's Policy of Title Insurance premium.

9. Broker

Seller and Purchaser warrant and represent to each other that neither of them has dealt with or communicated with any realtors, brokers or other persons who may claim a commission or remuneration as a result of the sale of the Premises with respect to the Premises. Purchaser and Seller shall forever indemnify and hold harmless the other from any loss or damage (including legal fees) which Seller may sustain as a result of any claim by any realtor, broker or other person or entity claiming to have communicated or dealt with Purchaser with respect to the Premises.

10. Condition of the Premises

To the best of Seller's knowledge: (i) at no time has the Premises been used for the generation, storage or disposal of any hazardous materials (as hereinafter defined); (ii) at no time has the Premises been used as a landfill for a waste disposal site; (iii) the Premises are subject to no contingent liability in connection with the release, threatened release or presence of any hazardous materials on the Premises or offsite of the Premises; (iv) no remediation of contamination or pollution has occurred on the Premises; and (v) the Premises is and has been used and operated in compliance with all applicable federal, state, local laws, ordinances, regulations, orders, rules and agency guidelines. As used in this Agreement, "hazardous materials" means any toxic substance, contaminants, pollutants or related materials including, without limitation, PCB's, asbestos, petroleum products and petroleum derivatives, including used oil and any substances defined or included in the definition of "hazardous substances," "hazardous materials," "toxic substances," "hazardous waste," "hazardous chemicals" or "infectious waste" under any federal, state or local laws, rules or regulations, orders or agency guidelines including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as Amended, and the regulations promulgated thereunder, the Hazardous Materials Transportation Act and the regulations promulgated thereunder, The Resource Conservation Recovery Act of 1976 and the regulations promulgated thereunder, and the Occupational Health and Safety Act and the regulations promulgated thereunder. To the best of Seller's knowledge, the Premises and no portion thereof reside in wet lands. If adverse conditions are reported in the environmental testing, Purchaser may, at its option, proceed with Closing or cancel the purchase in which case the provisions of this contract shall be null and void.

11. Miscellaneous.

A. This Agreement shall be construed and governed in accordance with the laws of the State of Ohio.

B. All notices hereunder shall be in writing and shall be sufficiently given or served for all purposes personally delivered, received by U.S. certified mail, return receipt requested, postage prepaid, or by overnight mail, to any party hereto at the address stated above or at such other address of which the party giving notice shall have received in writing.

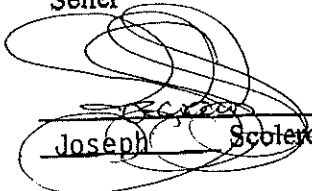
C. This Agreement shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, legal representatives and assigns.

D. This Agreement constitutes the sole agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior understanding or arrangements, whether written or oral, between the parties regarding such subject matter. This Agreement may not be modified or amended, except in a writing signed by all the parties hereto. Time is of the essence in performance of this Agreement.


E. This Agreement and the obligations of the Purchaser and Seller are subject to approval by the Village of Richfield Council, which approval must be obtained by the Closing Date. If this transaction is not approved by the Village of Richfield Council, then this Agreement will terminate and all funds and documents will be returned to the party depositing or paying same and neither party will have any further obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in counterparts, intending that each be deemed an original.

"Seller"



Joseph Scolaro SCOLARO



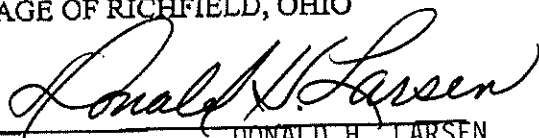
Judy E. Scolaro SCOLARO

Date: 10-29-96

Address: 3083 Brecksville Road
Richfield, Ohio 44286

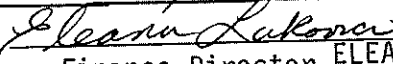
"Purchaser"

VILLAGE OF RICHFIELD, OHIO

By: 

Title: Mayor DONALD H. LARSEN

Date: 10/28/96

By: 

Title: Finance Director ELEANOR LUKOVICS

Address: 4410 West Streetsboro Road
Richfield, Ohio 44286-0384

Approved as to Form:

Charles T. Riehl, Law Director

EXHIBIT "A"

[Legal Description to be Attached]

PARCEL NO. 50-01141

\$5,000.00 _____ 1996
 _____ after date _____ promise to pay
 to the order of _____ Dollars
 Five Thousand and no/100 _____
 with Interest at _____ per cent per annum _____ Value Received.
 Due _____
 VILLAGE OF RICHFIELD
 By: _____
 No 82 THE OHIO LEGAL BLANK CO CLEVELAND

TO BE SIGNED WHEN AUTHORIZED BY VILLAGE OF RICHFIELD COUNCIL.