PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made as of this 9th day of April, 2020 by and between **John Joseph Prebis**, an individual residing in Ohio ("Seller"), whose mailing address is 7688 Broadview Road, Parma, OH 44134, and the **City of Parma**, an Ohio municipal corporation, ("Purchaser"), whose mailing address is 6611 Ridge Road, Parma, Ohio 44129.

WITNESSETH:

WHEREAS, Seller is the owner of approximately 0.5275 acres of real property located in the City of Parma, County of Cuyahoga, State of Ohio, and known as parcel number 453-20-009, legally described on Exhibit A, attached hereto and made a part hereof (the "Premises");

WHEREAS, Purchaser desires to acquire a 12-foot wide strip by the entire 111.9 feet of frontage for a total of 1,343 square feet or 0.0308 acres of the Premises, which will be a portion of the existing public roadway known as Broadview Road after the occurrence of a split of the Premises (the "Purchased Land"); and

WHEREAS, Seller and Purchaser desire to enter into this Agreement subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the agreements, covenants and promises herein contained, the parties hereto agree as follows:

SECTION 1 - PURCHASE PRICE

The purchase price for the Purchased Land shall be the sum of Eight Thousand Five Hundred and 00/100ths Dollars ($8,500.00) (the "Purchase Price"). In connection therewith, Purchaser agrees to pay into escrow with the Title Company (as defined below), within ten (10) days after Purchaser has received a fully executed copy of this Agreement, the sum of One Thousand 00/100ths Dollars ($1,000.00) (the "Earnest Money"). Purchaser shall receive a credit against the Purchase Price for the Earnest Money, any additional Earnest Money paid hereof and for any pro-rations and other adjustments described herein. The Purchase Price shall be payable in full on the Closing Date (hereinafter defined).

SECTION 2: CLOSING REQUIREMENTS

a. Purchaser shall complete a split of the Premises in order to properly form the Purchased Land as desired by Purchaser. Purchaser shall be responsible for obtaining the split of the parcel and all costs associated with the split, including any required surveys or preparation of new deeds, provided that Seller shall cooperate with such efforts.

b. Title to the Purchased Land to be conveyed to Purchaser shall be good, marketable, and indefeasible fee simple, subject only to taxes and assessments, both general and special, which are a lien but not yet due and payable as of the Closing Date, and such other restrictions, conditions, easements and covenants of record which may be approved by Purchaser after examination of the Title Commitment described in Section 3 below. Seller shall deliver to Purchaser an ALTA Owner's Title Insurance Policy (the "Title Policy") in the amount of the Purchase Price, which Policy shall insure Purchaser that title to the Purchased Land is in the condition required above. The Title Policy shall be obtained from Chicago Title Insurance Company (the "Title Company").

c. On or before the Closing Date, Seller shall execute, acknowledge, and deliver into escrow with the Title Company a general warranty deed (the "Deed") suitable for recording and conveying to Purchaser title to the Purchased Land as described in Section 2(b). A copy of the Deed shall be submitted to Purchaser, for Purchaser's written approval, prior to deposit of the Deed into escrow. Seller shall execute all closing affidavits required by the Title Company. Purchaser shall pay all transfer taxes and similar fees imposed in connection with the conveyance of real property, if any.

d. The following items shall be prorated as of the Closing Date: (i) real estate taxes levied against the Premises, as applicable to the portion of the property being split -- the Purchased Land, on the basis of the most recent tax bill, with final adjustment to be made when actual bills become available; and (ii) a pro-ration of all assessments, both general and special, levied against the Purchased Land. If the amount of current real estate taxes is not then ascertainable, the adjustment thereof shall be based upon the most recent available tax duplicate for the Premises, as applicable to the portion of the property being split to form the Purchased Land, and a pro-ration of the taxes and assessments shall be made when the tax bill becomes available. Seller shall pay for the cost of the Title Commitment and the title search. Purchaser shall pay the cost of the Title Policy and the escrow fee and Purchaser shall pay the cost of the survey.

SECTION 3 - TITLE DEFECTS AND SURVEY

Following the execution of this Agreement, Purchaser will order a commitment (the "Title Commitment") from the Title Company to be delivered to Purchaser within twenty (20) days after Purchaser's deposit of the Earnest Money. At Purchaser's option, Purchaser shall obtain a survey (the "Survey") for the Premises in a form acceptable to Purchaser.

In the event an item appears in the Commitment or Survey which is not approved by Purchaser, Purchaser shall notify Seller and Seller shall cause such defect to be deleted from the Title Policy at the Closing Date or cured on the Survey within thirty (30) days after Purchaser's notification of the Survey item to be cured. If Seller cannot cause such

item to be eliminated or cured, then Purchaser shall have the right (but not the obligation) to either (1) cure the defect; (ii) accept title to the Purchased Land subject to the defect; or (iii) cancel and terminate this Agreement and receive a refund of all sums, including Earnest Money paid to Seller pursuant to this Agreement. Notwithstanding the foregoing, Seller agrees to cause all mortgages and liens filed against the Purchased Land to be released on the Closing Date (except real estate taxes and assessments not due and payable by the Closing Date).

SECTION 4 - REPRESENTATION BY SELLER

a. As a material inducement for Purchaser to enter into this Agreement, Seller represents and warrants that:

   i. Seller owns the entire fee simple interest in the Premises and has the full power and authority to enter into this Agreement and convey the Purchased Land, following the parcel split, to Purchaser in accordance with the terms of this Agreement;

   ii. To the best of Seller's knowledge, there are not any special assessments or public or governmental projects of any nature being planned, proposed or threatened with respect to the Premises or any part thereof, except for the widening of Broadview Road associated with the Purchased Land;

   iii. Seller has not made and has no knowledge of any commitments to any governmental authority, utility company, school board, religious body, or to any other organization, group or individual relating to the Premises which would impose any obligation upon Purchaser to make any contributions of money or land or to install or maintain any improvements on, over or through the Premises;

   iv. The Premises is not subject to any: (1) leases, (2) unrecorded easements, (3) options to purchase, (4) rights of first purchase or refusal, or (5) any other agreement or contract to use, lease, or purchase the Premises; and

   v. The Premises has not been used by Seller and, to the best of the Seller's knowledge after due inquiry, has not been used by any prior owner, for the manufacture, distribution, storage or disposal of any hazardous waste, hazardous substance or other pollutant, as those terms may be defined in any federal or Ohio law, statute or regulation (collectively, the "Hazardous Wastes"); and, to the best of Seller's knowledge, no Hazardous Wastes are presently in, on or under the Premises.

b. Seller hereby agrees to indemnify, defend and hold Purchaser harmless from and against any claims or costs arising from or as a result of Seller's representations or warranties set forth herein being false, inaccurate, or materially misleading.

c. All representations, warranties, and covenants contained in this Agreement shall be remade as of the Closing Date and shall survive the Closing Date for a period of two (2) years, it being acknowledged by Seller that Purchaser may not be able to discover a breach of these representations and warranties until after the Closing Date.

SECTION 5 - CONTINGENCY

Notwithstanding anything contained to the contrary herein contained, Purchaser's obligations hereunder are contingent upon each of the following items (the "Contingencies") being fully and completely satisfied to Purchaser's sole and absolute discretion:

a. Purchaser completing a split of the Premises in order to properly include the Purchased Land as part of the Broadview Road public right of way, as desired by Purchaser. Seller shall cooperate with Purchaser in connection with obtaining the split of the parcel necessary to convey title and shall execute such documents as are necessary to do so in a timely manner.

b. Title to the Purchased Land on the Closing Date shall be in the condition required hereunder; and

c. The representations and warranties of Seller set forth herein are true, complete and correct as of the date hereof, as of the Closing Date, and during the time between such dates.

If any of the Contingencies are not or, in Purchaser's opinion, will not be satisfied, then Purchaser shall have the right to terminate this Agreement, in which event all sums including Earnest Money previously paid to Seller or into escrow by Purchaser pursuant to the terms hereof shall be refunded to Purchaser and neither Purchaser or Seller shall have any other rights or obligations hereunder. If such Contingencies are satisfied, then Purchaser shall so notify Seller (the "Purchase Notice") and, within such Purchase Notice, Purchaser shall designate a closing date (the "Closing Date"), which Date shall be within sixty (60) days of the date of the Purchase Notice. If Purchaser fails to notify Seller that all of the Contingencies have been satisfied (or specifically waived in writing by Purchaser) prior to the expiration of one year after the date of Purchaser's execution of this Agreement, then this Agreement shall be deemed terminated and null and void. All sums paid to Seller or into escrow under this Agreement shall be refunded to Purchaser and Purchaser and Seller shall have no further obligations hereunder.

SECTION 6 - POSSESSION

Seller shall be entitled to possession of the Premises until the Closing Date; provided, however, that prior to the Closing Date Purchaser, and its agents, shall have the right to enter upon the Premises to make surveys, soils tests, and other studies and examinations, provided Purchaser shall not unreasonably interfere with Seller's use of the Premises. Seller covenants to deliver sole and actual possession of the Purchased Land to Purchaser, free and clear of all tenancies and parties in possession on the Closing Date.

SECTION 7 - NOTICES

All notices which are required to be given hereunder shall be sent by personal hand-delivery, electronic mail, or certified or registered United States mail, return receipt requested, to the party for whom intended at the address of such party hereinabove set forth or at such other address of which such party shall have given written notice in the manner provided herein. Notices shall be deemed given on the date so mailed.

SECTION 8 - COMMISSIONS

Seller and Purchaser hereby represent and warrant to one another that neither of them have dealt with a broker or agent in connection with the sale of the Purchased Land.

SECTION 9 - DEFAULT

In the event of either party's default in any of the terms and conditions of this Agreement, it is agreed that the non-defaulting party shall have the right to collect from the defaulting party all expenses as a result of said default including, but not limited to out-of-pocket expenses, engineering expenses and reasonable attorney's fees. The non-defaulting party shall be entitled to bring an action of specific performance or any other action at law, in equity or both.

SECTION 10 - CONFIDENTIALITY

Seller agrees that the terms and agreements set forth herein are and shall remain confidential and that Seller shall not disclose any such information without Purchaser's prior written consent.

SECTION 11 - COUNTERPART

This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed to be an original but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

SELLER:

John Joseph Prebis, individually

PURCHASER:
City of Parma

By: _____

Its: Mayor

Print Name: Timothy J. DoGeater

(*Notary acknowledgements to follow on next page*)

STATE OF OHIO
} ss
COUNTY OF CUYAHOGA

This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Before me, a Notary Public in and for said County and State, personally appeared **John Joseph Prebis**, individually, whose identity was known to me or proven to me and who did sign the forgoing instrument and acknowledged the signing hereof to be his voluntary act and deed.

In testimony whereof, I have hereunto set my hand and official seal at Parma, Ohio, this 8th day of April, 2020.

NOTARIAL SEAL STATE OF OHIO

VICTORIA A. ZEIGLER
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12/6/24
Recorded in
Cuyahoga County

Victoria A. Zeigler
Notary Public

STATE OF OHIO
} ss
COUNTY OF CUYAHOGA

This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Before me, a Notary Public in and for said County and State, personally appeared Timothy J. DeGeeter, on behalf of the City of Parma, in his/her capacity as MAYOR, whose identity was known to me or proven to me and who did sign the forgoing instrument and acknowledged the signing hereof to be his/her voluntary act and deed and the voluntary act and deed of the City of Parma.

In testimony whereof, I have hereunto set my hand and official seal at PARMA, Ohio, this 9th day of April, 2020.

Kathleen M. McLaughlin
Notary Public

KATHLEEN M. McLAUGHLIN
Notary Public, State of Ohio, Cuya. Cty.
My Commission Expires 12-18-21

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

Situated in the City of Parma, County of Cuyahoga and State of Ohio:

And known as being part of Original Parma Township Lot 45 Ely Tract, being bounded and described as follows:

Beginning in the center line of Broadview Road, 60 feet wide, at a point distant South 1 deg. 55' 30" West, 1821.99 feet from the intersection of said center line of Pleasant Valley Road, as now established;

Thence North 88 deg. 43' 00" West 30 feet to an iron pin set in the Westerly line of said Broadview Road and the principal place of beginning;

Thence North 88 deg. 43' 00" West 220 feet to an iron pin;

Thence North 1 deg. 55' 30" East 111.90 feet to an iron pin;

Thence South 88 deg. 43' 00" East, 220 feet to an iron pin set in the Westerly line of Broadview Road;

Thence South 1 deg. 55' 30" West and along said Westerly line of Broadview Road, 111.90 feet to the principal place of beginning according to a survey by Arthur Bisler, Registered Surveyor No. 1197, dated December 5, 1953, be the same more or less, but subject to all legal highways.

Excepting from the above a parcel of land conveyed to The Director of Transportation of the State of Ohio by Judgment settlement dated January 9, 1991 and recorded in Volume 91-0140, Page 35, of the Cuyahoga County Records.

Situated in the City of Parma, County of Cuyahoga and State of Ohio:

And known as being part of Lot No. 45, Ely Tract, and more fully bounded and described as follows:

Commencing for Reference at the centerline intersection of Pleasant Valley Road and Broadview Road (State Route 176), said intersection being centerline Station 263 plus 23.33 Broadview Road;

Thence South 01 deg. 53' 55" West, along the centerline of Broadview Road a distance of 1821.99 feet to centerline Station 281 plus 45.32;

Thence North 88 deg. 44' 35" West a distance of 40.00 feet to a point 40 feet right of Station 281 plus 45.77 at the Southeasterly corner of a parcel of land in the name of John L. and Florence C. Prebis as recorded in Deed Volume 8841, Page 399 and the TRUE PLACE OF BEGINNING of the parcel herein to be described;

Thence North 88 deg. 44' 35" West along the Southerly line of said Prebis parcel a distance of 60.00 to a point 100 feet right of Station 281 plus 46.44;

Thence North 01 deg. 53' 55" East a distance of 9.02 feet to a point 100 feet right of Station 281 plus 37.42;

Thence South 88 deg. 06' 05" East a distance of 60.00 feet to a point on the Westerly right of way line of Broadview Road 40 feet right of Station 281 plus 37.42;

Thence South 01 deg. 53' 55" West along said Westerly right of way line a distance of 8.35 feet to the Place of Beginning, containing 0.012 of an acre (521. 04 square feet) of land, more or less.

7688 Broadview Road
Parma, Ohio 44134

Permanent Parcel No. 453-20-009