

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made as of this 29<sup>th</sup> 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, (the "Premises");

WHEREAS, Purchaser desires to acquire a 12-foot wide strip of frontage for a total of 0.029 acres of the Premises legally described on Exhibit A, attached hereto and made a part hereof, 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 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 Prebjs, individually

**PURCHASER:**

City of Parma

By: 

Its: Mayor

Print Name: Timothy J. DeGeeter

*(Notary acknowledgements to follow on next page)*

STATE OF OHIO }  
COUNTY OF CUYAHOGA } ss

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 29th day of April, 2020.



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 }  
COUNTY OF CUYAHOGA } ss

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 29th day of April, 2020.



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

Victoria A. Zeigler  
Notary Public



LEGAL DESCRIPTION OF RIGHT-OF-WAY PARCEL NO. 2  
CITY OF PARMA, CUYAHOGA COUNTY, OHIO  
APRIL 23, 2020

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, AS DESCRIBED IN THE SURVIVORSHIP DEED RECORDED IN THE CUYAHOGA COUNTY RECORDER'S OFFICE IN VOLUME 91-0091 PAGE 6, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING ON THE WEST SIDE OF THE CENTERLINE OF RIGHT OF WAY OF S.R. 176, KNOWN AS BEING A PART OF CUYAHOGA COUNTY AUDITOR'S PARCEL NUMBER 453-20-009 AND BEING LOCATED WITHIN THE FOLLOWING DESCRIBED POINTS IN THE BOUNDARY THEREOF;

COMMENCING FOR REFERENCE AT THE CENTERLINE INTERSECTION OF PLEASANT VALLEY ROAD AND BROADVIEW ROAD (S.R. 176), SAID INTERSECTION BEING CENTERLINE STATION 263 + 23.33;

THENCE SOUTH 00 DEGREES 31 MINUTES 31 SECONDS EAST, ALONG THE CENTERLINE OF BROADVIEW ROAD, A DISTANCE OF 1710.09 FEET TO CENTERLINE STATION 280 + 33.42, SAID POINT BEING ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID PARCEL;

THENCE ALONG SAID EASTERLY EXTENSION, SOUTH 88 DEGREES 49 MINUTES 59 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL, SAID POINT BEING AN IRON PIN SET 40.00 FEET RIGHT OF AND AT RIGHT ANGLES TO THE EXISTING CENTERLINE OF RIGHT OF WAY OF S.R. 176 STA. 280 + 33.87 AND BEING THE **TRUE POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN;

THENCE SOUTH 00 DEGREES 31 MINUTES 31 SECONDS EAST, A DISTANCE OF 103.55 FEET TO AN IRON PIN SET 40.00 FEET RIGHT OF AND AT RIGHT ANGLES TO CENTERLINE STA. 281 + 37.42;

THENCE SOUTH 89 DEGREES 28 MINUTES 22 SECONDS WEST, A DISTANCE OF 12.00 FEET TO AN IRON PIN SET 52.00 FEET RIGHT OF AND AT RIGHT ANGLES TO CENTERLINE STA. 281 + 37.42;

THENCE NORTH 00 DEGREES 31 MINUTES 31 SECONDS WEST, A DISTANCE OF 103.42 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL, SAID POINT BEING AN IRON PIN SET 52.00 FEET RIGHT OF AND AT RIGHT ANGLES TO CENTERLINE STA. 280 + 34.00;

THENCE ALONG THE NORTH LINE OF SAID PARCEL, NORTH 88 DEGREES 49 MINUTES 59 SECONDS EAST, A DISTANCE OF 12.00 FEET TO THE **TRUE POINT OF BEGINNING**

SUBJECT TO ALL EASEMENTS AND COVENANTS OF LEGAL RECORD.

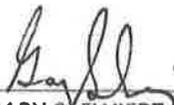
THE ABOVE DESCRIBED AREA CONTAINS 0.029 ACRES.

(Exhibit A - Legal Description of the Purchased Land)

Woolpert, Inc.  
4454 Idea Center Boulevard  
Dayton, OH 45430  
937.461.5660

THIS DESCRIPTION WAS PREPARED UNDER THE DIRECTION OF GARY S. SWIERZ, OHIO REGISTERED SURVEYOR NO. 7776, BASED UPON A FIELD SURVEY PERFORMED IN JULY 2018. BEARINGS ARE BASED UPON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83). SAID BEARINGS ORIGINATED FROM SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION (NGS CORS) NETWORK. ALL IRON PINS DESCRIBED AS SET SHALL BE 3/4" X 30" REINFORCING BARS WITH A 2 1/2" ALUMINUM CAP.

**WOOLPERT**

  
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GARY S. SWIERZ  
OHIO REGISTERED SURVEYOR NO. 7776

27 APR 20

