

**ORDINANCE NO. 64-19**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS FOR THE PURCHASE OF THREE (3) PARCELS OF VACANT LAND, LOCATED ON S. ELMWOOD AVENUE, MEDINA, OHIO, AND DECLARING AN EMERGENCY.**

- SEC. 1:** That the Mayor is hereby authorized to execute a Real Estate Purchase Agreement for three (3) parcels of vacant land, located on S. Elmwood Avenue, Medina, Ohio; Medina County Permanent Parcel Nos. 028-19A-21-265, 028-19A-21-266 and 028-19A-21-267; containing approximately eight-tenths (.8) acres aggregate and the buildings, fixtures, and improvements, if any, located on the property.
- SEC. 2:** That a copy of the Real Estate Purchase Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover this purchase, in the amount of not to exceed \$51,000.00, are available in Account No. 143-0748-54411.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to expedite the purchase; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** April 22, 2019

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** April 23, 2019

**SIGNED:** Dennis Hanwell  
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 64-19 ADOPTED BY SAID COUNCIL ON 4-22-19

*Kathy Patton*  
CLERK OF COUNCIL

REAL ESTATE PURCHASE AGREEMENT

Ord. 64-19  
Exh. A

This Real Estate Purchase Agreement (this "Agreement") is entered into as of 4-23, 2019 (the "Effective Date") by and between the City of Medina, Ohio, an Ohio municipal corporation ("Purchaser") and the Medina County Board of County Commissioners, a body politic ("Seller"), effective on the Effective Date.

RECITALS

A. Seller owns three (3) parcels of vacant land, located on S. Elmwood Ave, Medina, Ohio; Medina County Permanent Parcel Nos. 028-19A-21-265, 028-19A-21-266 and 028-19A-21-267; containing approximately eight-tenths (.8) acres aggregate (the "Land"), and the buildings, fixtures, and improvements, if any, located on the Land.

B. The Land is specifically described in Exhibit A attached to this Agreement.

C. Purchaser wishes to purchase the Land, improvements (if any) located on the Land and all other property rights and appurtenances thereto, including without limitation all easements, rights, hereditaments and interests appurtenant thereto (collectively called the "Property").

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale**. Subject to the provisions hereof, Seller shall sell to Purchaser and Purchaser shall purchase from Seller, for the consideration and upon the terms provided in this Agreement, the Property, together with all easements, rights and appurtenances to the Property, but excluding oil and gas leases and rights of way of record, free and clear of all liens, encumbrances, liabilities, obligations, rights, and third-party interests except the real property taxes and assessments for the year of conveyance and thereafter, and except as otherwise provided in this Agreement. Otherwise Purchaser hereby purchases the property in "as-is/where is" condition.

2. **Purchase Price**. The purchase price for the Property will be Fifty Thousand Dollars (\$ 50,000.00) (the "Purchase Price") payable as follows:

(a) Five Thousand Dollars (\$ 5,000.00) deposited by Purchaser (the "**Earnest Money Deposit**") with Transfer Title Agency 748 N Court St, Medina, OH 44256 (the "**Title Company**") contemporaneously with the execution of this Agreement by Purchaser. The Title Company shall place the Earnest Money Deposit in an escrow account.

(b) The balance of the Purchase Price, adjusted as provided for in this Agreement, will be paid by Purchaser to the Title Company in immediately available funds at Closing.

3. **Inspection by Purchaser.**

(a) Within thirty (30) days after the Effective Date, Seller shall deliver to Purchaser the due diligence materials set forth on **Exhibit B** attached to this Agreement and incorporated herein.

(b) After the Effective Date of this Agreement and continuing until Closing, Purchaser and Purchaser's agents, employees, consultants and permittees may enter upon the Property for the purpose of inspecting, making environmental audits (including, if desired by Purchaser, Phase I and II environmental studies), and conducting other due diligence with respect to the Property, including, but not limited to, inspecting: (i) the physical condition of the Property; (ii) the status of compliance with laws, regulations or ordinances issued or imposed by any governmental or public authority having jurisdiction over the Property; (iii) the availability of utilities, (iv) zoning certification; and (v) the presence or absence of hazardous substances.

4. **Title Insurance.** Seller will cause the Title Company to furnish to Purchaser, at Seller's expense, a current commitment for title insurance within fifteen (15) calendar days after the Effective Date, together with legible copies of all documents listed as exceptions in the commitment, and a current certificate of taxes due, on the current standard form of 2006 ALTA Owners Title Insurance Policy (the "**Commitment**"). Seller will deliver or cause to be delivered to Purchaser, at Purchaser's expense, promptly after the Closing, the owner's title insurance policy issued by the Title Company insuring Purchaser's title to the Property consistent with the Commitment (the "**Title Policy**"), and subject to the matters approved by Purchaser in accordance with paragraph 5 below (the "**Permitted Exceptions**").

5. **Title Objections.** Within fourteen calendar days after Purchaser receives the Commitment, Purchaser shall notify Seller in writing of any objections to any items identified in the Commitment. Seller will have fourteen calendar days after it receives Purchaser's written objections ("**Seller's Cure Period**") to notify Purchaser in writing of those objections that Seller is willing to cure, if any, or to advise Purchaser that Seller does not intend to cure such items. If Seller fails to cure to the satisfaction of Purchaser any written objection by Purchaser of which Seller has been given notice in accordance with this paragraph, or elects not to cure, then Purchaser may elect, as its sole remedy to either (a) waive the objection by written notice to Seller within ten business days after Seller's Cure Period and proceed to Closing, or (b) terminate this Agreement by written notice to Seller, in which case the Earnest Money Deposit will be paid to Purchaser and the parties will be released from all obligations hereunder. Purchaser will have seven (7) calendar days after receipt of any amendment to the Commitment to object to any changes in the same fashion as objections to the initial Commitment under this paragraph. Any items in the Commitment that Purchaser does not object to, or which Purchaser subsequently waives, will be deemed approved by Purchaser. Purchaser hereby acknowledges that the following exceptions to title are Permitted Exceptions and Purchaser may not object to them: (i) those items created by Purchaser or which Purchaser has agreed to assume in its sole discretion; (ii) general and special real estate taxes and assessments that are a lien on the date of Closing, but are not yet due and payable; (iii) covenants, conditions, restrictions, agreements and easements of record that do not interfere with Purchaser's intended use of the Property; and (iv) legal highways. The foregoing

notwithstanding, except for the Permitted Exceptions, all mortgages, liens and other encumbrances of ascertainable amounts incurred by, for, or on behalf of Seller and encumbering the Property shall be paid by Seller at or before Closing.

6. **Title at Closing.** At Closing, Seller will convey to Purchaser fee simple title to the Property, free of all liens other than the Permitted Exceptions, by general warranty deed. Seller will deliver to Purchaser any assignments, transfers, and other documents as reasonably requested by Purchaser to fully vest Purchaser with such title to the Property and all appurtenances, hereditaments, rights and interests in connection with the Property.

7. **Closing.** The closing of the transactions contemplated under this Agreement (the "**Closing**") will take place on the business day as agreed by Purchaser and Seller on or after which all conditions to the obligations of the parties to consummate the transactions contemplated have been satisfied or waived (other than conditions with respect to actions the respective parties will take at the Closing itself). The Closing will be held at the offices of the Title Company. The following will occur at the Closing:

(a) **Deed.** Seller will deliver to Purchaser (or its nominee) a general warranty deed to the Property subject only to the Permitted Exceptions, in the form attached as **Exhibit C.**

(b) **Closing Certificate.** Seller will deliver to Purchaser the certificate required by paragraph 10(b)(vi) below.

(c) **Purchase Price.** Purchaser will deliver to the Title Company the balance of the Purchase Price due at Closing, and the Title Company will pay to Seller the Purchase Price, as adjusted under this Agreement.

(d) **Certificate of Non-Foreign Status.** Seller will deliver a certificate of non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.

(e) **Settlement Statements.** Seller and Purchaser will execute and deliver to the appropriate settlement and closing statements.

(f) **Other Documents.** Each party will deliver to the other party and the Title Company such agreements, assignments, conveyances, instruments, documents, certificates and the like as may be necessary or helpful to carry out its obligations under this Agreement.

8. **Prorations and Closing Costs.**

(a) **Taxes.** Real property taxes for the year of the Closing will be apportioned to the date of Closing based upon the most recent levy and assessment. Such apportionment will be a final settlement between the parties. If, at the time of Closing, the Property is subject to or affected by any assessment payable in installments of which the first installment is a charge or has been paid, all remaining installments will be paid by Seller at Closing.

(b) **Transaction Costs.**

(i) Seller will pay the cost of title examination, conveyance fees and transfer taxes, and the cost of preparing the general warranty deed.

(ii) Purchaser will pay the cost of an Owners Fee Policy and any endorsements to the Title Policy, the premium for any lender's title insurance policy, and the recording fee for the warranty deed and the Purchaser's mortgage, if any; provided that Seller shall pay for any special endorsements as may be supplied by Seller in cure of title objections in accordance with paragraph 5 above.

(iii) Escrow fees of the Title Company will be divided equally between Seller and Purchaser. Each party will be responsible for payment of its own attorneys' fees.

9. **Seller's Use of the Property Before Closing Date.** From and after the Effective Date of this Agreement:

(a) Seller will operate and maintain the property in a manner consistent with past practice and in the ordinary course of business.

(b) Seller will not grant or convey any easement, lease, lien or other encumbrance which cannot be released at Closing, or any other legal or beneficial interest in the Property without the prior written consent of Purchaser.

(c) Seller will not violate any law, ordinance, rule or regulations affecting the Property.

(d) Seller will preserve intact and unimpaired the condition of and any and all easements, appurtenances, privileges and licenses in favor of the Property.

(e) Seller will pay when due all payments on any liens or encumbrances presently affecting the Property and any and all taxes, assessments and levies in respect of the Property through the date of Closing.

(f) Prior to closing, Seller will remove all its personal property from the premises including any and all recycling bins that are upon the property.

10. **Closing Conditions.**

(a) **Conditions to Seller's Obligations.** Seller's obligations under this Agreement to perform the Closing are expressly conditioned upon the following:

(i) Seller receives the Purchase Price in cash or other immediately available funds; and

(ii) Purchaser delivers to Escrow Agent all closing documents required to be executed and delivered by Purchaser pursuant to this Agreement, or as may be reasonably requested by the Title Company.

(b) **Conditions to Purchaser's Obligations.** Purchaser's obligations under this Agreement to perform the Closing are expressly conditioned upon the following:

(i) **Title Review.** Purchaser's inspection, review and approval or deemed approval of the Commitment in accordance with paragraph 4 above.

(ii) **Title Policy.** Purchaser shall have received an irrevocable commitment of the Title Company to issue the Title Policy to Purchaser.

(iii) **Inspection of the Property.** Purchaser is satisfied with Purchaser's inspection and review of the physical condition of the Property in accordance with paragraph 3 above.

(iv) **Governmental Approvals.** Purchaser has obtained all governmental approvals and permits necessary for the development and operation of the Property as contemplated by Purchaser,

(v) **Third Party Agreements.** Seller has terminated all management and other contracts affecting the Property.

(vi) **Seller's Warranties.** Seller's representations and warranties contained in paragraph 13 below are true and correct as if made at the time of Closing and Seller delivers to Purchaser at the Closing a certificate to such effect.

(vii) **No Material Adverse Change.** No material adverse change from the date of this Agreement to the date of Closing in the condition or economics related to the Property.

11. **Approval or Waiver of Conditions.** The conditions set forth in paragraph 10(b) are for the benefit of Purchaser. Purchaser, in its sole discretion, may waive such conditions without affecting its rights hereunder. If Purchaser notifies Seller on or before the date specified for notice to Seller ("**Notice Date**") that Purchaser is dissatisfied with any of the conditions set forth in paragraph 10(b), Seller will have a period of 10 business days after the Notice Date to cure the condition with which Purchaser is dissatisfied. If Seller fails to, or elects in its sole discretion not to, so cure, unless the parties otherwise agree in writing, the Earnest Money Deposit will be promptly returned to Purchaser by the Title Company together with any interest thereon and the parties will be released from all obligations hereunder.

12. **Condemnation.**

(a) If notice is received by Seller before the Closing that any portion of the Property will be taken in condemnation or pursuant to the right of eminent domain, or if any such proceeding (judicial, administrative or otherwise) is commenced after the Effective Date hereof, there will be no disposition or settlement of such condemnation or eminent domain proceedings without the prior written consent of Purchaser, such consent may not be unreasonably withheld, conditioned or delayed, and (a) this Agreement, at the option of Purchaser, may be declared null and void and the Earnest Money Deposit immediately will be returned to Purchaser; or (b) Purchaser may close the purchase of the Property without any abatement in Purchase Price and any award or proceeds received from such condemnation or right of eminent domain proceeding will be assigned to Purchaser, and Seller will pay to Purchaser any funds received by Seller in connection with such condemnation.

13. **Seller's Warranties.** Seller hereby represents, warrants and agrees that as of the Effective Date, except as may be caused or created by Purchaser:

(a) Seller is duly organized and validly existing under the laws of the State of Ohio.

(b) Seller has the capacity and authority to execute this Agreement and perform the obligations of Seller under this Agreement. All actions necessary to authorize the execution, delivery and performance of this Agreement by Seller have been taken and such action has not been rescinded or modified. The execution of this Agreement and the consummation of the transactions contemplated hereby constitute the valid and binding obligation of Seller in accordance with the terms of this Agreement except as such obligation may be limited by bankruptcy, insolvency or other similar laws affecting the rights of creditors generally and by general principles of equity.

(c) Seller is the sole owner of, and has good and indefeasible title to the Property, subject only to the Permitted Exceptions. Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof, except for this Agreement.

(d) Seller is not a "foreign Person" within the meaning of Section 1445 of the Internal Revenue Code.

(e) Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Seller is a party or by which Seller is bound.

(f) There is no pending or, to Seller's knowledge, threatened litigation affecting or related to the Property or Seller's interest in the Property or that would affect the transactions contemplated by this Agreement. There are no condemnation, environmental, zoning or other land use proceedings pending or, to Seller's knowledge, contemplated which would affect all or any part of the Property.



(g) Seller has not received any notice or order from any governmental authority in respect of any proposed change in the valuation of the Property for personal property or real estate tax purposes from that assessed for the current assessment period nor does Seller know of any action or proceeding designed to levy any special assessments against the Property. Seller has not been notified of possible future improvements by any public authority, any part of the cost of which would or might be assessed against the Property or of any contemplated future assessments of any kind. No tax complaint, tax certiorari or similar proceedings seeking an increase or reduction in value for real estate taxes are pending, whether on behalf of Seller or otherwise, in respect of the Property.

(h) Seller has complied in all material respects with all applicable laws, ordinances, orders, rules, regulations, licenses, permits and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices which may be applicable to the Property. No application for variance or change in zoning, use or occupancy is pending. No notices or citations of any applicable private restriction or of the violation of any zoning regulation or directive of any governmental authority or authorities having jurisdiction relating to the Property or any parts thereof have been received by Seller.

(i) Seller has not received any written notice from a governmental authority that the Property fails to comply with any laws, regulations, ordinances, orders or other requirements of any governmental authority having jurisdiction over or affecting the Property or any part thereof.

(j) For purposes of this subparagraph (j), the following definitions apply:

(i) "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any federal, state, or local governmental authority, including but not limited to, any material or substance which is (r) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted hazardous waste" under any provision of law of the state in which the Property is located, (s) radon, (t) petroleum and petroleum products, (u) asbestos, (v) polychlorinated biphenyl, (w) radioactive material, (x) designated a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1317), (y) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) or (z) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

(ii) "Environmental Laws" means all statutes specifically described in the definition of Hazardous Materials and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with the Hazardous Materials.

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, pleading, investigation, proceeding, judgment, letter or any other written or oral communication from the United States Environmental Protection Agency, the department or agency of the state where the Property is located which deals primarily with protection of the environment, or any other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or omission which has resulted in or which may result in the release of any Hazardous Materials into the environment including, the surface water, groundwater, soil, air or other environmental media, or other violation or alleged violation of environmental laws and shall expressly include the imposition of any lien pursuant to any federal, state or local environmental laws, ordinances or regulations.

No Hazardous Materials have been located on the Property or released into the environment from or discharged, placed or disposed of at, on or under the Property; the Property has never been used as a dump for waste material; the Property and its prior uses comply with, and at all times have complied with, all Environmental Laws; and the Property is free of all Hazardous Materials other than minor quantities used for cleaning and other similar permitted purposes and stored in accordance with Environmental Laws. Seller has not received any Notice from any applicable governmental agency seeking any information or alleging any violation of Environmental Laws. To Seller's knowledge, there is not located at the Property any underground or above ground tanks. Seller is not aware that any tank previously has been removed from the Property. To Seller's knowledge, no condition, circumstance or set of facts in respect of the Property constitutes a significant hazard to health, safety, property or the environment for which Seller is or may be liable.

14. **Purchaser's Warranties.** Purchaser hereby represents, warrants and agrees that as of the Effective Date:

(a) Purchaser is a municipal corporation duly organized and validly existing under the laws of State of Ohio.

(b) Purchaser has the capacity and authority to execute this Agreement and perform the obligations of Purchaser under this Agreement. All actions necessary to authorize the execution, delivery and performance of this Agreement by Purchaser have been taken and such action has not been rescinded or modified. The execution of this Agreement and the consummation of the transactions contemplated hereby constitute the valid and binding obligation of Purchaser in accordance with the terms of this Agreement except as such obligation may be limited by bankruptcy, insolvency or other similar laws affecting the rights of creditors generally and by general principles of equity.

(c) Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Purchaser is a party or which Purchaser is bound.

15. **Default.**

(a) **Time.** Time is of the essence of this Agreement and of the performance of all obligations, covenants and agreements pursuant to this Agreement.

(b) **Purchaser's Default.** If Purchaser fails to perform any of Purchaser's obligations under this Agreement (other than Purchaser's obligation to close the purchase of the Property upon performance by Seller, as to which no notice need be given and no grace period will be allowed), Seller will give written notice to Purchaser of such default. Purchaser will have 10 days following receipt of such notice to cure such default, or, if such default is not a monetary default and cannot reasonably be cured in 10 days with the exercise of reasonable diligence, such longer period as may be reasonably necessary, to cure such default within the exercise of reasonable diligence, but not to exceed 30 days following receipt of such notice ("**Purchaser's Cure Period**"). If Purchaser fails to cure such default during Purchaser's Cure Period, before the cure of the default, Seller may terminate this Agreement and retain the Earnest Money Deposit as liquidated damages.

(c) **Seller's Default.** Except as otherwise specified above, if Seller fails to perform any of Seller's obligations hereunder, Purchaser will give written notice to Seller of such default. Seller will have 10 days following receipt of such notice to cure such default, or, if such default cannot reasonably be cured in 10 days with the exercise of reasonable diligence, such longer period as may be reasonably necessary to cure such default within the exercise of reasonable diligence, but not to exceed 30 days following receipt of such notice ("**Seller's Cure Period**"). If Seller fails to cure any such default during Seller's Cure Period, Purchaser may either (i) extend the Closing date to permit Seller to cure the default, or (ii) before the cure of the default, treat this Agreement as being in full force and effect and pursue any legal or equitable remedy, including specific performance, or (iii) before the cure of the default, terminate this Agreement, in which case the Earnest Money Deposit will be immediately returned to Purchaser, and Purchaser may also pursue any legal or equitable remedy.

(d) **Remedies Exclusive.** SELLER'S EXCLUSIVE REMEDY FOR DEFAULT BY PURCHASER WILL BE RETENTION OF THE EARNEST MONEY DEPOSIT IN ACCORDANCE WITH PARAGRAPH 15(b).

16. **Broker's Fee.** Seller and Purchaser each represent that it has not dealt with any brokers in connection with this transaction.

17. **Miscellaneous.**

(a) **Survival.** The provisions of this Agreement will survive the Closing, and will not be merged therein.

(b) **Amendment.** No amendment or modification of this Agreement will be valid or binding unless reduced to writing and executed by the parties hereto and their assigns.

(c) **Assignment.** Neither party may assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that upon prior written notice to Seller, Purchaser may assign this Agreement without Seller's consent to any affiliated entity in which Purchaser is the majority owner, or is under common ownership with Purchaser, or to a limited partnership of which Purchaser, its principal, or an affiliate of Purchaser is the general partner, or to a limited liability company of which Purchaser, its principal, or an affiliate of Purchaser is a member or manager, so long as Purchaser remains liable for the obligations contained in this Agreement.

(d) **Notices.** All notices required herein will be in writing and delivered to the parties hereto by personal service or facsimile transmission, or mailed to the parties hereto by personal delivery, recognized overnight courier or delivery services, or registered or certified mail, postage prepaid, return receipt requested, at the addresses or facsimile number set forth below:

If intended for Purchaser:

City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256  
Attn: Mayor

With copies (which shall not constitute notice) to:

City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256  
Attn: Law Department

If intended for Seller:

County of Medina  
144 North Broadway Street  
Medina, OH 44256  
Attn: Scott Miller, County Administrator

With a copy to:  
Medina County Prosecutor's Office  
72 Public Square  
Medina, OH 44256  
Attn: Michael K. Lyons, Chief Assistant Prosecutor

If intended for the Title Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Any such notice will be deemed effectively given and received at the time of receipt by any person at the address for notices, if delivered personally, by facsimile, or by an express mail service, or upon receipt or refusal if deposited in the United States mail, postage prepaid, certified or registered, return receipt requested. Any party may designate a different address for the purpose of this paragraph by notice given in accordance herewith.

(e) **Adequate Consideration.** Both parties agree that the covenants and promises contained herein are good and sufficient consideration for their respective obligations required hereunder.

(f) **Governing Law; Waiver of Jury Trial.** This Agreement and the interpretation hereof, shall be governed by and construed all respects in accordance with the laws of the State of Ohio, without regard to principles or conflicts of law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement shall be brought exclusively against either of the parties in the state or federal courts located in Ohio. ANY RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS AGREEMENT IS HEREBY KNOWINGLY AND VOLUNTARILY WAIVED BY THE PARTIES.

(g) **Interpretation.** Captions and headings used in this Agreement are for convenience of reference only and will not affect the construction of any provision of this Agreement. As used herein, the singular will include the plural, and vice versa; and any gender will be deemed to include the masculine, feminine and neuter gender. Should any term or condition hereof be deemed void or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

(h) **Binding Effect.** The provisions hereof will be binding upon and inure to the benefit of the successors, representatives and assigns of the parties.

(i) **Waiver.** No exercise or waiver, in whole or in part, of any right or remedy provided for in this Agreement will operate as a waiver of any other right or remedy, except as otherwise provide herein. No delay on the part of any party in the exercise of any right or remedy will operate as a waiver thereof.

(j) **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, which when any, but not necessarily the same counterpart is executed by all of the parties will constitute the binding agreement of each. Photocopies

and faxes, pdf's and other electronic copies or transmissions of signed copies of this Agreement shall have the same force and affect as a signed original contract.

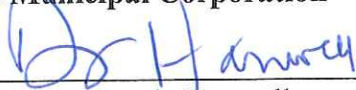
(k) **Entire Agreement.** This Agreement and the Exhibits attached hereto embody the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written or oral, formal or informal with respect thereto.

(l) **Business Days.** Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or legal holiday in the United States, such time for performance will be extended to the next business day.

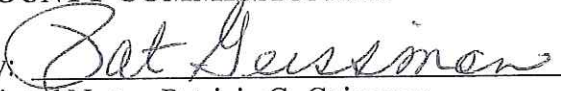
18. **Escrow Agent.** The Title Company (referred to as "**Escrow Agent**" in this paragraph), as Escrow Agent, agrees that upon receipt of the Earnest Money Deposit, it is authorized to accept the same and to hold and release the same in accordance with the terms and conditions of this Agreement. This Agreement shall constitute the escrow instructions, subject only to the Escrow Agent's Standard Conditions of Acceptance of Escrow; provided, however, that the provisions of this Agreement shall govern in the event of any conflicts therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

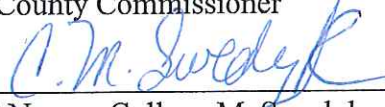
**CITY OF MEDINA, OHIO,  
an Ohio Municipal Corporation**

By:   
Printed Name: Dennis Hanwell 4-23-19  
Title: Mayor

**MEDINA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By:   
Printed Name: Patricia G. Geissman  
Title: County Commissioner

By: \_\_\_\_\_  
Printed Name: William Hutson  
Title: County Commissioner

By:   
Printed Name: Colleen M. Swedyk  
Title: County Commissioner

**Exhibit B**  
**Diligence Materials**

- 1) Seller's most recent title report or title policy, and copies of all exception documents listed therein;
- 2) Seller's most recent survey;
- 3) Seller's most recent environmental report;
- 4) Real estate tax bills for the past three years;
- 5) Agreements that are not cancelable on 30 days' notice or less;
- 6) Engineering, mine works maps or similar reports respecting the Property.
- 7) [Other]



**Exhibit C**  
**Form of Deed**