

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2011, by and between the CITY OF KENT, OHIO, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio and a duly adopted Charter (the "City"), and AMETEK, INC., a Delaware corporation (the "Owner").

WITNESSETH:

WHEREAS, for the purpose of carrying out the City's Downtown Urban Renewal Plan, the City entered into a Development Agreement with PF Downtown Kent LLC to develop property owned by the City located in the Downtown area; and

WHEREAS, the Owner has entered into a lease (the "Lease") with PF Downtown LLC under which the Owner will relocate all of its existing employees located at its facilities in the City on Permanent Parcel Number 17-031-21-00-081-000 at 627 Lake Street (the "Property") to an office building to be constructed by PF Downtown Kent LLC in the City's Urban Renewal Plan area (the "Leased Space"); and

WHEREAS, the City has received a Phase 1 Environmental Study with respect to the Property and is in the process of conducting a Phase 2 Environmental Study; and

WHEREAS, to induce the development of the Urban Renewal Plan area and to provide for the productive development and reuse of the Property and for the creation of jobs and employment opportunities, the City is interested in acquiring the Property under the terms of this Agreement;

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

Section 1. Sale of Property.

(a) Purchase of Property. Subject to all the terms and conditions of this Agreement, the Owner shall sell the Property to the City and the City shall purchase the Property and pay therefor, the amount of \$106,000 (the "Purchase Price"). The Property shall include approximately 15 acres improved with a one to three story building containing approximately 280,000 square feet and all the easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, belonging to or inuring to the benefit of the Property, and all right, title and interest of Owner in and to any land lying in the bed of any highway, street, road or avenue, open or proposed, in front of or abutting or adjoining the Property. The Purchase Price shall be paid upon the transfer of the deed for the Property, all as further described below in this Section (the "Closing").

(b) Form of Deed. The Owner shall convey title to the Property to the City by a general warranty deed or deeds (hereinafter referred to as the "Deed"). The conveyance of title

shall be in fee simple, free and clear of all liens, encumbrances, restrictions, reservations, easements or any other title exceptions, except the following (the "Permitted Exceptions"):

- (i) Unpaid taxes and assessments, not delinquent;
- (ii) Zoning ordinances;
- (iii) The existing encumbrances listed in Section Two of Schedule B of the Commitment for Title Insurance dated March 16, 2011 issued by First American Title Insurance Company (the "Title Company" and "Escrow Agent"); and
- (iv) Those additional title exceptions, if any, which are approved by the City.

(c) Conditions of Closing. Title to the Property shall be conveyed to the City through an escrow closing to be held on a mutually acceptable date (the "Closing Date") within a period of sixty (60) days, or such longer period as the parties may agree upon following the date that Ametek has vacated the Property, in the condition required under Section 3 hereof, and relocated its employees from the Property to property owned by the City in the Urban Renewal Area under a lease for at least 15 years. The Owner shall notify the City in writing that it has so vacated the Property and is prepared for the Closing to occur.

The Owner shall furnish to the City, at the City's cost, a title insurance policy issued by the Title Company insuring the City as of the date of Closing in the amount of the fair market value of the Property (as determined by the then current County appraisal of the Property) good record title in fee simple free and clear of all liens, encumbrances, restrictions, reservations, easements, conditions of record and any other title exceptions except the Permitted Exceptions specified in clause (b) above, and with all standard general exceptions deleted (the "Title Policy"); provided that if the City requires the survey exception to be removed, the City must pay the cost of the necessary survey. The Owner shall permit the surveyor access to the Property and shall otherwise cooperate with the City in obtaining the survey. The Title Policy shall be furnished to the City at and as a condition of Closing. The Owner shall cause the Title Company to issue and deliver to the City a commitment for the issuance of the Title Policy (the "Title Commitment") as soon as possible prior to the Closing, and as a condition of Closing.

This Agreement shall terminate if the Property has not been so vacated in a condition consistent with this Agreement by December 31, 2014, unless that date is extended by written agreement of both parties hereto. If this Agreement terminates as a result of such failure, neither party shall be deemed to have defaulted under this Agreement and the sole remedy of each party is the termination of this Agreement.

(d) Closing. The Owner shall deliver the Deed and possession of the Property to the City as specified in paragraph (c) above (the "Closing Date"). Such delivery shall be made at the offices of the Title Company. The transaction for acquisition of the Property by the City shall be placed in escrow with the Title Company, who will serve as escrow agent for the City and the Owner. This Agreement, together with the escrow agent's usual conditions of acceptance, shall serve as escrow instructions; provided, however, that in the event of any conflict between the provisions of this Agreement and the Escrow Agent's usual conditions of acceptance, the provisions of this Agreement shall govern.

Closing costs for the acquisition of the Property shall be apportioned as follows:

- (i) The Owner shall pay one half of the escrow fee.
- (ii) The City shall pay for all costs of title searches, for the Title Commitment, the Title Policy, the costs of recording the Deed, and for the cost of transfer fees, if any, and one half of the escrow fee.
- (iii) Taxes and assessments shall be paid by the Owner prorated to the date of delivery of the Deed to the City, on the basis of a calendar year and the amount shown on the last available County Treasurer's tax duplicate.
- (iv) Utility charges not paid outside of escrow shall be paid by the Owner prorated to the date of delivery of the Deed to the City.
- (v) The Owner and the City shall each be responsible for paying their respective attorneys fees and costs.

All documents and funds necessary for the completion of this transaction shall be deposited with the Escrow Agent seven days or more before the designated Closing Date.

(e) Risk of Loss. If all or a portion of the improvements on the Property shall be damaged or destroyed prior to the Closing or if a portion of the Property has been taken by condemnation, the City shall complete the purchase of the Property without reduction of the Purchase Price, but the City shall be entitled to the proceeds of any insurance or condemnation award, as applicable, which would otherwise be available to Owner by reason of such damage or destruction, or condemnation that have not been used to repair any such damage or destruction. The Owner shall promptly notify the City of any damage or destruction or condemnation of the Property. The Owner shall have no obligation to repair any damage or destruction of the Property.

Section 2. Disclaimers and Release.

(a) Property Purchased "As Is." THE CITY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, OWNER'S OBLIGATIONS UNDER SECTION 3 HEREOF AND THE OWNER LIABILITIES HEREUNDER (A) THE CITY HAS COMPLETED OR WILL COMPLETE ITS OWN INDEPENDENT INVESTIGATION OF THE PROPERTY AND IS ACQUIRING THE PROPERTY BASED SOLELY ON SUCH INDEPENDENT INVESTIGATION, (B) OWNER SHALL SELL AND THE CITY SHALL PURCHASE THE PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS," PATENT AND LATENT, (C) THE CITY IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM THE OWNER, OR ANY REPRESENTATIVE OF OWNER, AS TO ANY MATTER, CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition (including, without limitation, the environmental condition) of the Property or any

aspect or portion thereof, including, without limitation, appurtenances, access, availability of utilities or other services, soils, geology and groundwater, (ii) the dimensions or lot size of the Property, (iii) the development or income potential, or rights of or relating to, the Property, or the Property' use, habitability, merchantability, or fitness, or the suitability, value or adequacy of the Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (v) the compliance of the Property or their operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental authority or of any other person or entity, (vi) the ability of the City to obtain any necessary governmental approvals, licenses or permits for the City's intended use or development of the Property, (vii) the presence or absence of Hazardous Materials on, in, under, above or about the Property or any adjoining or neighboring Property, (viii) the quality of any labor and materials used in any improvements on the Property, (ix) the condition of title to the Property (other than the warranties contained in the Deed), or (x) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to, the operation of the Property.

Without limiting the generality of the foregoing, the City expressly acknowledges and agrees that, except as otherwise set forth in this Agreement, the City is not relying on any representation or warranty of Owner or any of its Representatives, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law or other legally binding right or remedy in favor of the City. The City further acknowledges and agrees that the Owner is under no duty to make any inquiry regarding any matter that may or may not be known to the Owner or any Representative of the Owner.

"Representative" as used in this Agreement, means any agent, employee, officer, director, partner, shareholder, contractor, consultant or advisor of a party to this Agreement or of any Affiliate.

"Affiliate" as used herein shall mean any other entity that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the Owner.

(b) Release. Without limiting the foregoing provisions, except as expressly set forth in this Agreement, the City, for itself and any successors and assigns of the City (including, without limitation, any assignee), waives its right to recover from, and forever releases and discharges, and covenants not to sue, Owners, Owner's Affiliates, Owner's Representatives and their respective heirs, successors, personal representatives and assigns with respect to any and all claims and causes of action, whether direct or indirect, known or unknown, foreseen or unforeseen, in contract, tort, or under statute, that may arise on account of or in any way be connected with the Property including, without limitation, the physical, environmental and structural condition of the Property or any law or regulation applicable thereto, including, without limitation, any claim or cause of action relating to the use, presence, discharge or release of Hazardous Materials on, under, in, above or about the Property (including, without limitation, any and all claims under the CERCLA, or any other federal, state or local statute or regulation, including Ohio Revised Code, Title 1, section 122.659(B), or any federal or state common law, whether now existing or applicable or hereafter enacted or applicable, providing for or permitting any right of recovery for any environmental matter or condition). Notwithstanding the foregoing, the City does not waive its rights, if any, to recover from, and does not release or

discharge or covenant not to sue the Owner for any breach of the Owner's obligations or representatives expressly set forth in this Agreement.

"Hazardous Materials" as used in this Agreement, means any substance, material or waste defined as a pollutant or contaminant, or as a hazardous, toxic or dangerous substance, material or waste, under any Environmental Law, including, without limitation, petroleum, petroleum products, PCBs and asbestos.

"Environmental Laws" as used in this Agreement means all federal, state and local laws, statutes, ordinances, codes, regulations and other requirements respecting the environment, including but not limited to those respecting: (A) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous or toxic substances or materials; (B) pollution or contamination of land, air (including indoor air), or water (including groundwater); (C) emissions, spills, releases, or discharges of any substance onto or into the land, air (including indoor air), or water (including groundwater); (D) protection of wetlands; (E) aboveground or underground storage tanks; (F) air quality (including indoor air quality) or water quality (including groundwater quality); (G) protection of endangered species; and (H) damage to natural resources.

Section 3. Obligations and Agreements of Owner.

(a) Condition of Property. The Owner shall deliver the Property at Closing to the City free of all personal property, trash and debris and in broom clean condition. The Owner may not remove fixtures or building systems, including HVAC systems, plumbing, electrical and lighting fixtures, without the advance consent of the City; provided, however, that the Owner may remove trade fixtures, including the following, without the advance consent of the City, so long as (i) they are not integral to the operation of the Property and improvements on the Property; (ii) the removal will not adversely effect the integrity and function of supporting structures; (iii) the materials removed are to be used in the Owner's other facilities and not sold for salvage; (iv) all gas lines are capped and the Property is left in a safe and secure condition; and (v) Ametek uses commercially reasonable efforts to minimize any damage caused by the removal:

- (i) Lab/test equipment;
- (ii) Specialized lab and life test power equipment (such as transformers and power supplies);
- (iii) Specialized HVAC for life test;
- (iv) Back up diesel generator;
- (v) Model shop equipment, tools, tooling;
- (vi) Office and engineering supplies and equipment, furniture, storage shelving, cabinets;
- (vii) IT/ phone equipment; and

(viii) Advertising, trade show booth materials.

(b) Affirmative Covenants. Prior to the Closing Date, the Owner agrees to:

- (i) Maintain the Property in the same order, condition, repair as it is on the date of this Agreement;
- (ii) Provide proper written notice to the Owner of any damage or condemnation affecting any portion of the Property;
- (iii) Deliver to the Owner promptly after receipt by the Owner, copies of all notices of violations issued by any governmental authority with respect to the Property; and
- (iv) Promptly advise the City of any litigation, arbitration or other judicial or other administrative proceeding which concerns or affects the Property.

(c) Negative Covenants. Prior to the date of the Closing, the Owner agrees that, without the City's prior written consent, the Owner will not grant, create or assume or permit to be created any mortgage, lien, encumbrance, lease or covenant, condition, right of way or restriction upon the Property, which will not be terminated or satisfied at Closing.

(d) Access to Property. From and after the date of this Agreement until the Closing, the City and its agents shall have access to the Property for the purpose of making, at the City's cost and expense, surveys, soil tests, inspections and other investigations of the Property, including, without limitation, a Phase 2 environmental site assessment and such other investigations and studies as the City shall require in connection with its grant application as described in Section 4(a) below. The City agrees that any on-site inspections of the Property shall be conducted upon at least twenty-four (24) hours' prior written notice to the Owner and in the presence of the Owner or its representative, if requested by the Owner. Such physical inspection shall not unreasonably interfere with the use of the Property by the Owner. The City or its agents shall repair any damage it causes to the Property.

Section 4. Obligations and Agreements of City.

(a) Clean Ohio Revitalization Fund Grant. The City shall apply to the Clean Ohio Council for a grant from the Clean Ohio Revitalization Fund for clean-up and remediation of the Property (the "Grant") upon completion of the Phase 2 property assessment currently underway at the Property. Owner shall continue to cooperate with that effort, including by providing the City access to the Property.

(b) Remediation by City. Whether or not the Grant is awarded, the City shall, at its sole cost and expense perform all remediation work necessary to obtain a Covenant Not to Sue pursuant to the Voluntary Action Program (the "VAP") under Ohio Revised Code Chapter 3746; provided, however, that the City is not obligated to spend City funds in excess of \$500,000 to meet its obligations under this Section, as further described below.

The City (i) shall commence such remediation promptly upon receipt of the Grant award and in compliance with the Grant requirements and shall proceed diligently to complete the remediation and (ii) if the Grant is not awarded shall, nonetheless, diligently and in good faith proceed with the remediation, in each case, so long as the City reasonably estimates that it will not be required to spend more than \$500,000 of City funds, including all third party costs incurred to prepare and support the grant application, prepare the plan of remediation and any related demolition costs. The City shall promptly notify the Owner if at any time the City reasonably estimates that those remediation costs would cause it to expend City funds in excess of \$500,000. In that event, the Owner and the City agree to meet to discuss any possible partial remediation of the Property or other plans for the clean-up or remediation that would not require the City to expend more than \$500,000.

The City shall provide the Owner with copies of all materials received from the certified professional or from the Ohio EPA regarding the necessary remediation, the Covenant Not To Sue or other related materials with respect to the condition of the Property reasonably requested by the Owner.

Section 5. Owner Representations and Warranties.

- (a) Representations and Warranties. Owner represents and warrants to City that:
- (i) Owner has full power, authority and legal right to (a) execute and deliver this Agreement and all documents and instruments contemplated by this Agreement (“Related Agreements”), (b) comply with the terms of this Agreement and all Related Agreements, and (c) complete the transactions contemplated by this Agreement and all Related Agreements.
 - (ii) This Agreement and all Related Agreements have been duly authorized, executed and delivered by Owner and constitute the valid and legally binding obligations of Owner, enforceable against Owner in accordance with their respective terms.
 - (iii) To Owner’s knowledge, except as otherwise set forth in this Agreement, no consent, approval or other authorization of or by any governmental authority is required in connection with Owner’s (a) execution and delivery of this Agreement or any Related Agreement, (b) compliance with the terms of this Agreement or any Related Agreement, or (c) completion of the transactions contemplated by this Agreement or any Related Agreement.
 - (iv) To Owner’s knowledge, no proceedings or actions are pending or threatened which do or might limit or impair Owner’s power, authority or right to (a) execute and deliver this Agreement or any Related Agreement, (b) comply with the terms of this Agreement or any Related Agreement, or (c) complete the transactions contemplated by this Agreement or any Related Agreement.

- (v) To Owner's knowledge, Owner's execution and delivery of this Agreement and all Related Agreements, compliance with the terms of this Agreement and all Related Agreements, and completion of the transactions contemplated by this Agreement and all Related Agreements, will not conflict with, or result in a breach of any mortgage, lease, agreement or other instrument, or any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any governmental authority to which Owner is a party or by which it or the Property is bound.
- (vi) To Owner's knowledge, there is no action, suit or proceeding pending or threatened, against or affecting the Property or relating to or arising out of the ownership, management, operation or condition of the Property in any court or before or by any other governmental authority or arbitration, mediation or conciliation tribunal.
- (vii) To Owner's knowledge, no assessment for public improvements has been served upon Owner with respect to the Property which remains unpaid, including, but not limited to, those for construction of sewer, water, electric, gas or steam lines and mains, streets, sidewalks and curbing. Owner knows of no public improvements which have been ordered to be made and/or which have not heretofore been completed, assessed and paid for.
- (viii) To Owner's knowledge, Owner has not received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain with respect to the Property, and no such proceedings are threatened.
- (ix) To Owner's knowledge, on the Closing Date, there will be no contracts for the management of the Property, or any contracts, collective bargaining agreements or commitments of any kind with any employees of Owner or with any labor organization which would be binding on or create any obligations upon the Property or upon City.
- (x) Full and complete copies of the following environmental audits, assessments and reports regarding the Property have been provided to the City and represent all of such audits, assessments and reports that are in Owner's possession, custody or control and that have been received in the past [5] years:
 - 1.
 - 2.
 - 3.

(b) Meaning of Certain Terms.

- (i) As used in this Agreement, the words “to Owner’s knowledge” shall mean the actual (as opposed to imputed) knowledge of Matthew C. French, Vice President/General Manager, AMETEK, Inc. (“Matthew French”), without investigation or verification. Owner shall not be charged with knowledge of any fact, event, condition, circumstance or condition unless Matthew French had actual knowledge of such fact, event, circumstance or condition, the parties hereto hereby agreeing that the knowledge of any other Representative of Owner shall not be attributed to Owner.
- (ii) As used in this Agreement, the words “Owner has received no written notice” or words of similar import, shall mean that Matthew French has received no written notice of the fact, event, circumstance or condition which such phrase qualifies. Owner shall not be charged with receipt of written notice respecting any fact, event, circumstance or condition unless Matthew French received such notice, the parties hereto hereby agreeing that receipt of notice by any other Representative of Owner shall not be attributed to Owner.

Section 6. City’s Representations and Warranties.

- (a) Representations and Warranties. City represents and warrants to Owner that:
 - (i) City has full power, authority and legal right to (a) execute and deliver this Agreement and all Related Agreements, (b) comply with the terms of this Agreement and all Related Agreements, and (c) complete the transactions contemplated by this Agreement and all Related Agreements.
 - (ii) This Agreement and all Related Agreements have been duly authorized, executed and delivered by City and constitute the valid and legally binding obligations of City, enforceable against City in accordance with their respective terms.
 - (iii) To City’s knowledge, except as otherwise set forth in this Agreement, no consent, approval or other authorization of or by any governmental authority which has not been obtained is required in connection with City’s (a) execution and delivery of this Agreement or any Related Agreement, (b) compliance with the terms of this Agreement or any Related Agreement, or (c) completion of the transactions contemplated by this Agreement or any Related Agreement.
 - (iv) To City’s knowledge, no proceedings or actions are pending or threatened which do or might limit or impair City’s power, authority or right to (a) execute and deliver this Agreement or any Related Agreement, (b) comply with the terms of this Agreement or any Related Agreement, or (c) complete the transactions contemplated by this Agreement or any Related Agreement.

(v) To City's knowledge, City's execution and delivery of this Agreement and all Related Agreements, compliance with the terms of this Agreement and all Related Agreements, and completion of the transactions contemplated by this Agreement and all Related Agreements, will not conflict with, or result in a breach of any mortgage, lease, agreement or other instrument, or any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any governmental authority to which City is a party or by which it or its properties is bound.

(b) Meaning of Certain Terms.

(i) As used in this Agreement, the words "to City's knowledge" shall mean the actual (as opposed to imputed) knowledge of David Ruller, the City Manager ("David Ruller"), without investigation or verification. The City shall not be charged with knowledge of any fact, event, condition, circumstance or condition unless David Ruller had actual knowledge of such fact, event, circumstance or condition, the parties hereto hereby agreeing that the knowledge of any other Representative of City shall not be attributed to City.

(ii) As used in this Agreement, the words "City has received no written notice" or words of similar import, shall mean that David Ruller has received no written notice of the fact, event, circumstance or condition which such phrase qualifies. City shall not be charged with receipt of written notice respecting any fact, event, circumstance or condition unless David Ruller received such notice, the parties hereto hereby agreeing that receipt of notice by any other Representative of City shall not be attributed to City.

Section 7. Default and Remedies.

Except as otherwise provided in this Agreement, in the event of breach of this Agreement or any of its terms and conditions by either party hereto, such party shall upon written notice from the other, proceed promptly to remedy such breach. In case such remedial action is not taken or not diligently pursued within (30) thirty days following such written notice, the party asserting breach may institute such proceedings at law or in equity as may be necessary or desirable in its opinion to remedy such breach.

Except as otherwise provided herein, neither the City nor the Owner shall be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the federal or State government, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargo, or other unforeseen events beyond the control of a party and without its fault or negligence; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the

provisions of this paragraph shall within fourteen (14) days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other party in writing of the duration of the delay.

Section 8. City Approvals.

Any provision of this Agreement requiring the approval or consent or expression of satisfaction of the City, shall be interpreted as requiring such action to be taken by the City Manager of the City (or such other official as the City Manager of the City may from time to time designate in writing) granting or expressing such approval, consent or satisfaction, unless the particular provision of the Agreement expressly provides otherwise, in each case with the consent of City Council, if necessary or appropriate.

Section 9. City Officials Not Individually Liable.

No member, official or employee of the City shall be personally liable to the Owner, or any successor in interest, in the event of any default by the City or for any amount which may become due to the Owner or successor on any obligation under the terms of this Agreement.

Section 10. Notices.

A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Owner is addressed to or delivered personally to the Owner at:

Ametek, Inc.
Precision Motor Control – Technical
and Industrial Products/Haydon Kerk
627 Lake Street
Kent, Ohio 44240
Attn: Matthew C. French
Vice President, General Manager

with a copies to:

Ametek, Inc.
1100 Cassatt Road
Berwyn, Pennsylvania 19312
Attn: Robert Feit, Senior Vice President
and General Counsel

Saul Ewing LLP
1200 Liberty Ridge Drive
Suite 200

Wayne, PA 19087
Attention: Michael S. Burg, Esq.

(b) in the case of the City, is addressed to or delivered personally to the City at:

City Manager
Municipal Building
215 E. Summit Street
Kent, OH 44240

with a copy to the Law Director, at the same
address.

or at such other address with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 11. Broker Involvement.

The Owner and the City each represent to the other that no broker has been involved in the transaction contemplated by this Agreement that would require any party to pay a fee or commission.

Section 12. Survival of the Agreement.

The representations, covenants, and agreements of the parties hereto shall survive the closing, delivery and recording of the Deed. All rights and obligations hereunder or arising herefrom shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Agreement is intended to or shall be merged by reason of the Deed transferring title to the Property to the City, and such Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 13. Assignment.

This Agreement may not be assigned by either party hereto without the prior written consent of the other.

Section 14. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.

Section 15. Governing Law.

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

IN WITNESS WHEREOF, the CITY OF KENT, OHIO has caused this Agreement to be duly executed in its behalf; and AMETEK, INC. has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

CITY OF KENT, OHIO

By: _____
City Manager

Approved as to form and correctness:

Law Director

AMETEK, INC.

By: _____
Title:

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

The undersigned, fiscal officer of the City of Kent, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2011 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____, 2011

Director of Budget and Finance
City of Kent, Ohio

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other, the County, the District and with utility service users in the District in obtaining access to sanitary sewer service and water service.

(1) Water Service. Access to water service from the City's water system shall be made available to users in the District. In order to contribute to the availability of water service, the City may acquire, construct and install certain water service facilities in the District as requested by users and in accordance with applicable water service agreements, subject to engineering, legal and economic feasibility. The City shall enter into water service agreements with water service users within the portion of the District that is not in the City for the provision of water service at rates that are equal to the rates charged to comparable users within the City as those water service rates (the "City Water Rates") are revised from time to time, plus a surcharge of 25% of the City Water Rates (the "Surcharge"); provided that the Surcharge shall not apply to property owners or owners of businesses that sign a petition to be included (originally or as amended) in the District in accordance with Section 5(B) hereof. Those water service agreements may also provide for a tap-in fee or other charge to be charged at the time of connection to the water system or at a later time, which may be paid at one time or over a ten-year period, all as set forth in those agreements. To the extent permitted by law, the Township, the City or the County, may establish special assessment procedures for the levy and collection of special assessments to pay costs of such improvements.

(2) Sanitary Sewer Service. Access to sanitary sewer service from the City's sanitary sewer system shall be made available to users in the