

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY**  
WITHOUT BUILDING(S)

PARCEL(S): 10 WD  
SUM CR 17-9.71

This Agreement is by and between the City of Norton ["Purchaser"] and Norton Local Board of Education ["Seller"]; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$3,470.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) \*other items\*.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located

thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

**3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

**4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or

request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to

collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**14. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**15. Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**16. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Norton and Norton Local Board of Education have executed this Agreement on the date(s) indicated immediately below their respective signatures.

NORTON LOCAL BOARD OF EDUCATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OHIO, COUNTY OF SUMMIT ss:

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me the subscriber, a Notary Public in and for said state and county, personally came the above named \_\_\_\_\_, who acknowledged being the \_\_\_\_\_ and duly authorized agent of

\_\_\_\_\_, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

City of Norton

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF OHIO, COUNTY OF SUMMIT ss:

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the subscriber, a Notary Public in and for said state and county, personally came the above named \_\_\_\_\_, the \_\_\_\_\_ and duly authorized representative of City of Norton, who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of City of Norton.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

**EXHIBIT A**

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Ver. Date 09/25/12

PID #####

**PARCEL 010-WD  
SUM-C.R. 17-9.71**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF NORTON, SUMMIT COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

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**[Surveyor's description of the premises follows]**

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Situated in the City of Norton, Township of Norton, County of Summit, State of Ohio and being part of Lot 15, Township 1, Range 12, and being a part of a 16.93 acre parcel as conveyed to Norton Local Board of Education as recorded in Deed Volume 4545, Page 134 of the Summit County Recorder's records, and being Parcel 010-WD on the left side of the centerline of right of way of County Road 17 (Cleveland Massillon Road) as shown on the Right of Way plan for SUM-C.R.17-9.71, and being more particularly described as follow:

Commencing at a 2" MAG nail set at the southeast corner of the Jackson Allotment recorded in Plat Book 50, Page 38, said point being on the centerline of County Road 17 (Cleveland Massillon Road), also being the east line of Lot 15, said point being County Road 17 (Cleveland Massillon Road) centerline of right of way station 51+92.72;

Thence South 00°17'12" West along the centerline of County Road 17 (Cleveland Massillon Road) and the east line of Lot 15, a distance of 150.00 feet to a point at the Grantor's/Owner's northeast corner, also being the **Point of Beginning** of the parcel herein described, said point being County Road 17 (Cleveland Massillon Road) centerline of right of way station 50+42.73;

1. Thence **South 00°17'12" West** along the Grantor's/Owner's west line and the centerline of County Road 17 (Cleveland Massillon Road) and the east line of Lot 15, a distance of **265.39 feet** to a point at the southeast corner of Lot 15, said point being County Road 17 (Cleveland Massillon Road) centerline of right of way station 47+77.33;

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2. Thence **North 89°48'41" West** along the south line of Lot 15, passing through a survey marker set at **30.00 feet** on the existing west right of way line of County Road 17 (Cleveland Massillon Road), said survey marker being 30.00 feet left of County Road 17 (Cleveland Massillon Road) centerline of right of way station 47+77.28 a total distance of **33.00 feet** to a survey marker set, said survey marker being 33.00 feet left of County Road 17 (Cleveland Massillon Road) centerline of right of way station 47+77.28;
3. Thence **North 02°28'57" West** a distance of **144.89 feet** to a survey marker set, said survey marker being 40.00 feet left of County Road 17 (Cleveland Massillon Road) centerline of right of way station 49+22.00;
4. Thence **North 30°28'33" West** a distance of **48.88 feet** to a survey marker set, said survey marker being 65.00 feet left of County Road 17 (Cleveland Massillon Road) centerline of right of way station 49+64.00;
5. Thence **North 00°17'12" East** a distance of **78.45 feet** to a survey marker set on the Grantor's/Owner's north line, said survey marker being 65.00 feet left of County Road 17 (Cleveland Massillon Road) centerline of right of way station 50+42.45;
6. Thence **South 89°57'40" East** along the Grantor's/Owner's north line, a distance of **65.00 feet** to the **Point of Beginning**, containing **0.289 acres** of land, more or less, of which the present road occupies **0.183 acres** resulting in a net take of **0.106 acres**, subject to all highways, easements and use restrictions of record.

This description is based upon an actual field survey made for the Summit County Engineer in 2010 by Richland Engineering Limited and prepared under the direction and supervision of Robert J. McAuley, Registered Surveyor No. 7209. All bearings are based on the Ohio State Plane Coordinate System, NAD 83(NSRS2007), North Zone.

The above described area is part of Auditor's Tax Duplicate No. 4604328 of the Summit County Records.

Survey markers set are 5/8" x 30" long rebar with cap stamped "Richland Eng. RLS 7209".

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The stations referred to herein are from the centerline of right of way of County Road 17 (Cleveland Massillon Road) as found on the Right of Way Plan for SUM-C.R.17-9.71.

*Robert J. McAuley 26 Oct 2012*  
Robert J. McAuley Date  
Registered Surveyor No. 7209

