

RESOLUTION TO SELL REAL ESTATE

The Board of Education of the Norton City School District, Summit County, Ohio, met in regular session on the 20th day of June, 2016 at the offices of said Board with the following members present:

_____ moved the adoption of the following resolution:

WHEREAS, the Board of Education owns real estate located at 4128 Cleveland-Massillon Road, Norton, Ohio; and

WHEREAS, the City of Norton has expressed a need to acquire a portion of the Board's real estate located at 4128 Cleveland-Massillon Road, hereinafter identified as Parcel 43-WD as set forth in the attached survey, in addition to obtain an easement on such property, hereinafter identified as Parcel 43-TV as set forth in the attached survey, for purposes of a road-widening project; and

WHEREAS, the Board of Education does not foresee the need to retain ownership of the Parcel 43-WD for school purposes; and

WHEREAS, the Board of Education is permitted to transfer Parcel 43-WD to a municipal corporation such as the City for good and valuable consideration pursuant to O.R.C. §3313.41(C).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Norton City School District, Summit County, Ohio, that:

Section 1. The Board of Education hereby declares Parcel 43-WD to be surplus which will not be needed for any foreseeable school purpose.

Section 2. The Board of Education hereby authorizes the transfer of Parcel 43-WD, and the granting of a temporary easement on Parcel 43-TV, upon the terms of the Contract for Sale and Purchase of Real Property ("Purchase Agreement") and Temporary Easement, which are attached hereto as Exhibits A and B. The Board of Education further authorizes the Treasurer to execute the

Purchase Agreement and Temporary Easement on behalf of the Board of Education, and for the Superintendent, Treasurer, Business Manager, and Board counsel to take all steps necessary to effectuate the closing of the sale of Parcel 43-WD to the City as set forth under the Purchase Agreement, and the grant of the temporary easement in Parcel 43-TV to the City as set forth under the Temporary Easement.

Section 3: It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in these formal actions were in meetings open to the public and in compliance with the law.

_____ seconded the Motion, and upon roll call the vote resulted as follows:

Ayes: _____

Nays: _____

Motion passed and adopted this 20th day of June, 2016.

President, Board of Education

ATTEST:

Treasurer

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

PARCEL(S): 43-WD, TV
SUM-CR17 (Cleve-Mass Road)

This Agreement is by and between the City of Norton, Summit County, Ohio ["Purchaser"] and Norton Local School District Summit County, Ohio AKA Board of Education, Norton Centralized School AKA Norton Township Board of Education AKA Board of Education of Norton Township ["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 \$64,790, 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) na.

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

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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.

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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, Summit County, Ohio, and Norton Local School District Summit County, Ohio AKA Board of Education, Norton Centralized School AKA Norton Township Board of Education AKA Board of Education of Norton Township have executed this Agreement on the date(s) indicated immediately below their respective signatures.

NORTON LOCAL SCHOOL DISTRICT SUMMIT COUNTY,
OHIO AKA BOARD OF EDUCATION, NORTON
CENTRALIZED SCHOOL AKA NORTON TOWNSHIP
BOARD OF EDUCATION AKA BOARD OF EDUCATION OF
NORTON TOWNSHIP

By: _____

Date: _____

STATE OF OHIO, COUNTY OF _____ 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 Norton Local School District Summit County, Ohio AKA Board of Education, Norton Centralized School AKA Norton Township Board of Education AKA Board of Education of Norton Township, 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: _____

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THE CITY OF NORTON, SUMMIT COUNTY, OHIO

Valerie Wax Carr
Administrative Officer

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 Valerie Wax Carr, the Administrative Officer and duly authorized representative of the City of Norton, Summit County, Ohio, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of the City of Norton, Summit County, Ohio.

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: _____

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EXHIBIT A

LPA RX 851 WD

Page 1 of 3

Rev. 06/09

Ver. Date 5/21/14

PID 97638

**PARCEL 43-WD
SUM-C.R. 17
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).

[Surveyor's description of the premises follows]

Situated in the City of Norton, County of Summit, State of Ohio and being a part of lands in Original Norton Township Lot 45, as conveyed to Norton Local School District Summit County, Ohio aka Board of Education, Norton Centralized School, aka Norton Township Board of Education, aka Board of Education of Norton Township (hereinafter known as the "Grantor") by Vol. 2894, Pg. 204, Vol. 1963, Pg. 676, Vol. 1740, Pg. 104, Vol. 1652, Pg. 334, Vol. EE, Page 158 of said county records:

Being a parcel of land lying on the left side of the centerline of right of way of C.R. 17 (Cleveland Massillon Rd.) as part of the SUM-C.R. 17 Centerline Plat recorded in Reception No. _____ of the records of Summit County and being bounded and described as follows:

Beginning at the southwest corner of Lot 32 and the northwest corner of Lot 33 of John McNamara's Center Place Allotment and a point on the east right of way line of C.R. 17, said corner being witnessed by a 5/8 inch rebar found bearing North 84 Degrees 27 Minutes 50 Seconds West, a distance of 5.28 feet; thence North 89 Degrees 29 Minutes 50 Seconds West, a distance of 30.00 feet to a point on the centerline of right of way of said C.R. 17; thence South 00 Degrees 30 Minutes 10 Seconds West along the centerline of right of way of said C.R. 17, a distance of 5.37 feet to a point; thence North 89 Degrees 29 Minutes 50 Seconds West, a distance of 30.00 feet to the Grantor's northeast corner and the southeast corner of a parcel conveyed to TDLMB Properties, LLC (Reception #55790052, #55790050, & #5568291); said corner being witnessed by an iron pin found bearing North 84 Degrees 12 Minutes 51 Seconds West, a distance of 3.57 feet; said corner being 30.00 feet left of Sta. 92+23.64 of the centerline of right of way of said C.R. 17 and being the **TRUE PLACE OF BEGINNING** for the parcel

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EXHIBIT A

LPA RX 851 WD

Page 2 of 3

Rev. 06/09

hereinafter described, thence in a clockwise direction along the following twelve (12) courses and distances;

1. Thence **South 00 Degrees 30 Minutes 10 Seconds West** along the Grantor's east line and the west right of way line of C.R. 17, a distance of **815.90 feet** to a point;
2. Thence **South 24 Degrees 16 Minutes 22 Seconds West** along the Grantor's southeasterly line and the west right of way line of said C.R. 17, a distance of **49.62 feet** to the Grantor's southeast corner and the intersection point of the west right of way line of said C.R. 17 and the north right of way line of Greenwich Rd.;
3. Thence **South 89 Degrees 05 Minutes 35 Seconds West** along the Grantor's south line and the north right of way line of said Greenwich Rd, a distance of **76.59 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
4. Thence **North 84 Degrees 06 Minutes 59 Seconds East**, a distance of **21.15 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
5. Thence east along a tangential curve to the left having a radius of **62.50 feet**, a central angle of **83 Degrees 36 Minutes 49 Seconds**, a chord bearing **North 42 Degrees 18 Minutes 35 Seconds East**, a chord distance of **83.33 feet**, an arc length of **91.21 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
6. Thence **North 00 Degrees 30 Minutes 10 Seconds East**, a distance of **8.38 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
7. Thence **North 00 Degrees 04 Minutes 12 Seconds West**, a distance of **100.00 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
8. Thence **North 00 Degrees 30 Minutes 10 Seconds East**, a distance of **166.13 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
9. Thence **North 12 Degrees 54 Minutes 37 Seconds East**, a distance of **46.54 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
10. Thence **North 00 Degrees 30 Minutes 10 Seconds East**, a distance of **450.28 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;

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EXHIBIT A

LPA RX 851 WD

Page 3 of 3

Rev. 06/09

11. Thence **North 12 Degrees 20 Minutes 15 Seconds East**, a distance of **29.11 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set on the Grantor's north line and the south line of said TDLMB Properties parcel;

12. Thence **South 89 Degrees 29 Minutes 20 Seconds East** along the Grantor's north line and the south line of said TDLMB Properties parcel, a distance of **5.03 feet** to the **TRUE PLACE OF BEGINNING**.

The above described tract contains 0.3056 acres, more or less, and subject to all easements, restrictions and covenants of record.

The above described area is contained within Summit County Parcel Number 46-00560.

The Basis of Bearing is Grid North of the Ohio State Plane Coordinate System, North Zone, NAD83 (CORS96).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from a survey completed in May 2010.

Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.
dba GPD Group



Steven L. Mullaney 10/15/14
Steven L. Mullaney, P.S.
Professional Surveyor No. 7900

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EXHIBIT A

Page 1 of 3

RX 287 TV

Rev. 06/09

Ver. Date 5/21/14

PID 97638

**PARCEL 43-TV
SUM-C.R. 17
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADE FOR ROADWAY PURPOSES
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, SUMMIT COUNTY,
OHIO**

[Surveyor's description of the premises follows]

Situated in the City of Norton, County of Summit, State of Ohio and being a part of lands in Original Norton Township Lot 45, as conveyed to Norton Local School District Summit County, Ohio aka Board of Education, Norton Centralized School, aka Norton Township Board of Education, aka Board of Education of Norton Township (hereinafter known as the "Grantor") by Vol. 2894, Pg. 204, Vol. 1963, Pg. 676, Vol. 1740, Pg. 104, Vol. 1652, Pg. 334, Vol. EE, Page 158 of said county records:

Being a parcel of land lying on the left side of the centerline of right of way of C.R. 17 (Cleveland Massillon Rd.) as part of the SUM-C.R. 17 Centerline Plat recorded in Reception No. _____ of the records of Summit County and being bounded and described as follows:

Beginning at the southwest corner of Lot 32 and the northwest corner of Lot 33 of John McNamara's Center Place Allotment and a point on the east right of way line of C.R. 17, said corner being witnessed by a 5/8 inch rebar found bearing North 84 Degrees 27 Minutes 50 Seconds West, a distance of 5.28 feet; thence North 89 Degrees 29 Minutes 50 Seconds West, a distance of 30.00 feet to a point on the centerline of right of way of said C.R. 17; thence South 00 Degrees 30 Minutes 10 Seconds West along the centerline of right of way of said C.R. 17, a distance of 5.37 feet to a point; thence North 89 Degrees 29 Minutes 50 Seconds West, a distance of 30.00 feet to the Grantor's northeast corner and the southeast corner of a parcel conveyed to TDLMB Properties, LLC (Reception #55790052, #55790050, & #5568291); said corner being witnessed by an iron pin found bearing North 84 Degrees 12 Minutes 51 Seconds West, a distance of 3.57 feet; thence North 89 Degrees 29 Minutes 20 Seconds West along the Grantor's north line and the south line of said TDLMB Properties, LLC. parcel, a distance of 5.03 feet to a 5/8 inch by 30 inch rebar with cap "GPD" set, being 35.03 feet left of Sta. 92+23.64 of the centerline of right of way of said C.R. 17 and being the **TRUE PLACE OF BEGINNING** for the parcel hereinafter described, thence in a clockwise direction along the following sixteen (16) courses and distances;

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EXHIBIT A

RX 287 TV

Page 2 of 3

Rev. 06/09

1. Thence **South 12 Degrees 20 Minutes 15 Seconds West**, a distance of **29.11 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
2. Thence **South 00 Degrees 30 Minutes 10 Seconds West**, a distance of **450.28 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
3. Thence **South 12 Degrees 54 Minutes 37 Seconds West**, a distance of **46.54 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
4. Thence **South 00 Degrees 30 Minutes 10 Seconds West**, a distance of **166.13 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
5. Thence **South 00 Degrees 04 Minutes 12 Seconds East**, a distance of **100.00 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
6. Thence **South 00 Degrees 30 Minutes 10 Seconds West**, a distance of **8.38 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
7. Thence south along a tangential curve to the right having a radius of **62.50 feet**, a central angle of **83 Degrees 36 Minutes 49 Seconds**, a chord bearing **South 42 Degrees 18 Minutes 35 Seconds West**, a chord distance of **83.33 feet**, an arc length of **91.21 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set;
8. Thence **South 84 Degrees 06 Minutes 59 Seconds West**, a distance of **21.15 feet** to a 5/8 inch by 30 inch rebar with cap "GPD" set on the Grantor's south line and the north right of way line of Greenwich Rd. (C.R. 97);
9. Thence **South 89 Degrees 05 Minutes 35 Seconds West** along said line, a distance of **101.97 feet** to a point;
10. Thence **North 00 Degrees 34 Minutes 40 Seconds East**, a distance of **4.00 feet** to a point;
11. Thence **North 89 Degrees 05 Minutes 35 Seconds East**, a distance of **57.90 feet** to a point;
12. Thence **North 72 Degrees 30 Minutes 45 Seconds East**, a distance of **43.39 feet** to a point;

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EXHIBIT A

RX 287 TV

Rev. 06/09

- 13. Thence **North 89 Degrees 05 Minutes 35 Seconds East**, a distance of **53.76 feet** to a point;
- 14. Thence **North 34 Degrees 49 Minutes 14 Seconds East**, a distance of **27.67 feet** to a point;
- 15. Thence **North 00 Degrees 30 Minutes 10 Seconds East**, a distance of **822.71 feet** to a point on the Grantor's north line and the south line of said TDLMB Properties, LLC. parcel;
- 16. Thence **South 89 Degrees 29 Minutes 20 Seconds East** along said line, a distance of **24.97 feet** to the **TRUE PLACE OF BEGINNING**.

The above described tract contains 0.3223 acres, more or less, and subject to all easements, restrictions and covenants of record.

The above described area is contained within Summit County Parcel Number 46-00560.

The Basis of Bearing is Grid North of the Ohio State Plane Coordinate System, North Zone, NAD83(CORS96).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from a survey completed in May 2010.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.
dba GPD Group

Steven L. Mullaney 10/15/14
Steven L. Mullaney, P.S.
Professional Surveyor No. 7900

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