

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

PARCEL(S): 158 WDV1 & WDV2
SUM 76 - 10.00

This Agreement is by and between the State of Ohio, Department of Transportation ["Purchaser"] and County of Summit, Ohio, an Ohio charter county ["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 \$1,200.00, 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) three (3) medium landscape rocks and 261 square feet of sod..

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 Land and Improvements

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 expressed or implied, other than herein set forth, shall be binding upon either 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 State of Ohio, Department of Transportation and County of Summit, Ohio, an Ohio charter county, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

COUNTY OF SUMMIT, OHIO,
AN OHIO CHARTER COUNTY

By: _____

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 _____, who acknowledged being the _____ of County of Summit, Ohio, an Ohio charter county, and who acknowledged the foregoing instrument to be the voluntary act and deed of said County of Summit, Ohio, an Ohio charter county.

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: _____

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

Jerry Wray, Director

Date: _____

By: _____

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 duly authorized representative of the State of Ohio, Department of Transportation, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of the State of Ohio, Department of Transportation.

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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Rev. 05/09

Ver. Date 05/16/2014

PID 77269

**PARCEL 158-WDV1
SUM-76-10.00
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 AKRON, 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 Akron, County of Summit, State of Ohio and being part Lot 13, Tract 9 of original Coventry Township, being also part of a parcel of land, now or formerly owned by the County of Summit per Reception Number 55097926 (Parcel 1), this and all further references made to the Summit County Recorder records, and being more fully described as follows:

Being a parcel of land located on the right side of the centerline of proposed East South Street per a centerline plat made by URS Corporation for the Ohio Department of Transportation and recorded as Reception Number _____ of the Summit County Recorder records.

Commencing at a 5/8" rebar found at the intersection of the existing south right of way line of East South Street (60 feet wide) and the existing east right of way line of Miami Street (45 feet wide), said point being located 31.06 feet right of proposed East South Street centerline of right of way Station 25+32.81 (30.00 feet right of existing South Street centerline of right of way Station 18+84.00), said rebar also being the **TRUE POINT OF BEGINNING** for the following parcel of land herein described;

Thence N 88° 58' 52" E, 24.72 feet, along the existing south right of way line of East South Street, to a rebar set, said rebar being located 30.22 feet right of the proposed East South Street centerline of right of way Station 25+56.75 (30.00 feet right of existing East South Street centerline of right of way Station 19+08.72);

thence 38.99 feet along a curve to the left and having a radius of 25.00 feet, a central angle of 89° 21' 49" and a chord bearing of S 44° 17' 57" W, 35.16 feet, to a point on the Grantor's west line and on the existing east right of way line of Miami Street, said point being located 55.77 feet right of the proposed East South Street centerline of right of way Station 25+33.63;

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Thence N 00° 22' 57" W, 24.72 feet, along the Grantor's west line and on the existing east right of way line of Miami Street, to the point of beginning and containing **0.003 acres of land**, more or less, or which 0.000 acres of land more or less, are present road occupied.

The above parcel is contained entirely within Summit County Fiscal Office Parcel Number 6763041.

The above description was prepared by Dan Stankavich, Professional Surveyor Number 7122, on May 16, 2014, and is based on a survey made for the State of Ohio by the URS Corporation, by or under the direct supervision of David P. Povich, Professional Surveyor Number 7773, in November of 2013.

The bearing for the above description are based on the Ohio North Zone State Plane Coordinates, NAD83 (2011) datum.

All rebars set are ¾" diameter x 30" long with rebar with 2" diameter aluminum cap stamped "ODOT RW - URS CORPORATION - 7122".

Dan Stankavich, P.S. 7122

Date

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Rev. 05/09

Ver. Date 05/16/2014

PID 77269

**PARCEL 158-WDV2
SUM-76-10.00
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 AKRON, 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 Akron, County of Summit, State of Ohio and being part of Tract 9, Lot 13, being part of a parcel of land, now or formerly owned by the County of Summit per Reception Number 54446868, this and all further references made to the Summit County Recorder records, and being more fully described as follows:

Being a parcel of land located on the right side of the centerline of East South Street per a centerline plat made by URS Corporation for the Ohio Department of Transportation and recorded as Reception Number _____ of the Summit County Recorder records.

Commencing at a point at the northeast corner of Lot 13, said point being located on the exiting centerline of right of way of East South Street (50 feet wide) at the intersection of the centerline of right of way of Bellows Street (variable width), witness a 1" iron pin found in a monument box S 00°16'19"W, 315.36 feet at the intersection of the centerline of Bellows Street and Abel Street, said point being located at East South Street centerline Station 28+72.95;

Thence S 88°58'52" W, 45.88 feet, along the existing centerline of right of way of East South Street and the north line of Lot 13, to a point;

Thence S 01°01'08" E, 30.00 feet, perpendicular to the existing centerline of East South Street, to a point on the existing southerly right of way of East South Street, said point being on the north line of the Grantor, said point being located 30.00 feet right of East South Street centerline of right of way Station 28+27.07, said point also being the **TRUE POINT OF BEGINNING** for the following parcel herein described;

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Thence S 00° 17' 13" W, 7.02 feet, along the Grantor's north line and along the existing south right of way line of East South Street, to a point being located 37.02 feet right of East South Street centerline of right of way Station 28+26.91;

Thence N 88° 58' 52" E, 12.69 feet, along the Grantor's north line and along the existing south right of way line of East South Street, to a point of curvature of on the exiting west right of way line of Bellows Street, said point being located 37.02 feet right of East South Street centerline of right of way Station 28+39.60;

thence 8.91 fee, along the existing west line of Bellows Street and the Grantor's west line, along a curve to the right and having a radius of 15.00 feet, a central angle of 34° 02' 07" and a chord bearing of S 16° 28' 53" E, 8.78 feet, to a point being located 45.48 feet right of State Route 164 centerline of right of way Station 28+41.94;

Thence S 00° 17' 13" W, 6.52 feet, along the existing west line of Bellows Street and the Grantor's west line, a to rebar set, said rebar being located 52.00 feet right of East South Street centerline of right of way Station 28+41.79;

Thence S 88° 58' 52" W, 16.79 feet, to a rebar set, said rebar being located 52.00 feet right of East South Street centerline of right of way Station 28+25.00;

Thence N 01° 01' 08" W, 22.00 feet, to a rebar set on the existing south right of way line of East South Street and the Grantor's north line, said rebar being located 30.00 feet right of East South Street centerline of right of way Station 28+25.00;

Thence N 88° 58' 52" E, 2.07 feet, along the existing south right of way line of East South Street and the Grantor's north line, to the point of beginning and containing **0.006 acres of land**, more or less, or which 0.000 acres of land more or less, are present road occupied.

The above parcel is contained entirely within Summit County Fiscal Office Parcel Number 6763041.

The above description was prepared by Dan Stankavich, Professional Surveyor Number 7122, on May 16, 2014, and is based on a survey made for the State of Ohio by the URS Corporation, by or under the direct supervision of David P. Povich, Professional Surveyor Number 7773, in November of 2013.

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The bearing for the above description are based on the Ohio North Zone State Plane Coordinates, NAD83 (2011) datum.

All rebars set are 3/4" diameter x 30" long with rebar with 2" diameter aluminum cap stamped "ODOT RW - URS CORPORATION - 7122".

Dan Stankavich, P.S.

Date