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

PARCEL(S): 45 WDV, T
SUM-76/77-11.27/12.12

This Agreement is by and between the State of Ohio, Department of Transportation ["Purchaser"] and the County of Summit ["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 $7,660.00, 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) N/A.

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 express 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 the County of Summit, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

   COUNTY OF SUMMIT

   By:  Russell M. Pry County Executive

STATE OF OHIO, COUNTY OF SUMMIT ss:

   BE IT REMEMBERED, that on the ______ day of ____________________, 2014, before me the subscriber, a Notary Public in and for said State and County, personally came the above named Russell M. Pry, who acknowledged being the County Executive, and duly authorized agent of the County of Summit, 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:  __________
STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

______________________
Jerry Wray, Director

Date:

By: Christopher D. Huff, P.E., Real Estate Administrator
Ohio Department of Transportation, District 4

STATE OF OHIO, COUNTY OF SUMMIT ss:

BE IT REMEMBERED, that on the ____ day of ______________________, 2013, before me
the subscriber, a Notary Public in and for said state and county, personally came the above named
Christopher D. Huff, P.E., Real Estate Administrator, 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

PARCEL 45-WDV
SUM-76/77-11.27/12.12
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 a part of Out Lot 5,
Tract 9 and as conveyed to County of Summit (hereinafter known as the "Grantor") by Reception
Nos. 54727404 and 55054328 of said county records:

Being a parcel of land lying on the left side of the centerline of right of way of Spicer Street as
part of the SUM-76/77-11.27/12.12 Centerline Plat recorded in Reception No.__________ of
the records of Summit County and being bounded and described as follows:

Beginning at a ¾ inch iron pipe found at the southeast corner of Lot 120 of the Ledge Allotment
(Plat Book 11, Page 15) as conveyed to Jennifer McCall, Trustee (Reception No. 55071923), the
southwest corner of Lot 121 of said Allotment as conveyed to Abraham J. Gild (Reception No.
55573162) and on the north right of way line of said South Street; thence South 01 Degrees 06
Minutes 30 Seconds East, perpendicular to said right of way line, a distance of 30.00 feet to a
point on the centerline of right of way of said South Street; thence North 88 Degrees 53 Minutes
30 Seconds East, along said centerline, a distance of 419.75 feet to a point; thence South 01
Degrees 06 Minutes 30 Seconds East, perpendicular to said centerline, a distance of 30.00 feet to
a point on the south right of way line of said South Street and the north line of a parcel conveyed
to John G. Irace (Reception No. 55033895); thence North 88 Degrees 53 Minutes 30 Seconds
East, along said line, a distance of 48.91 feet to a 5/8 inch by 30 inch rebar with cap “GPD” set;
said rebar set being 114.68 feet right of Station 20+32.18 of the centerline of right of way of said
Spicer Street and also being the TRUE PLACE OF BEGINNING for the parcel hereinafter
described, thence in a clockwise direction along the following four (4) courses and distances;

1) Thence North 88 Degrees 53 Minutes 30 Seconds East, along the Grantor’s north line
and the south right of way line of South Street, a distance of 84.69 feet to the intersection
point of said south right of way line with the west right of way line of Spicer Street Extension, said intersection point also being the northeast corner of the Grantor's parcel;

2.) Thence South 00 Degrees 09 Minutes 12 Seconds East, along the Grantor's east line and the west right of way line of Spicer Street Extension, a distance of 57.99 feet to a 5/8 inch by 30 inch rebar with cap "GPD" set;

3.) Thence west along a non-tangential curve to the north having a radius of 59.00 feet, a central angle of 67 Degrees 16 Minutes 08 Seconds, a chord bearing North 58 Degrees 56 Minutes 51 Seconds West, a distance of 65.36 feet, an arc length of 69.27 feet to a 5/8 inch by 30 inch rebar with cap "GPD" set;

4.) Thence northwest along a non-tangential curve to the southwest having a radius of 41.00 feet, a central angle of 53 Degrees 06 Minutes 53 Seconds, a chord bearing North 51 Degrees 52 Minutes 14 Seconds West, a distance of 36.66 feet, an arc length of 38.01 feet to the TRUE PLACE OF BEGINNING;

The above described tract contains 0.0674 acres, of which 0.0036 acres is out of Parcel 6849171 and 0.0638 acres is out of Parcel 6709658, more or less, and subject to all easements, restrictions and covenants of record.

The above described area is contained within Summit County Parcel Numbers 6849171 and 6709658.

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 by GPD Group in December 2010.

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

Steven L. Mullaney, P.S.
Professional Surveyor No. 7900
EXHIBIT A

PARCEL 45-T
SUM-76/77-11.27/12.12
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADE
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION

[Surveyor's description of the premises follows]

Situated in the City of Akron, County of Summit, State of Ohio and being a part of Out Lot 5,
Tract 9 and as conveyed to County of Summit (hereinafter known as the "Grantor") by Reception
Nos. 54727404 and 55054328 of said county records:

Being a parcel of land lying on the left side of the centerline of right of way of South Street as
part of the SUM-76/77-11.27/12.12 Centerline Plat recorded in Reception No.________ of
the records of Summit County and being bounded and described as follows:

Beginning at a ¾ inch iron pipe found at the southeast corner of Lot 120 of the Ledge Allotment
(Plat Book 11, Page 15) as conveyed to Jennifer McCall, Trustee (Reception No. 55071923), the
southwest corner of Lot 121 of said Allotment as conveyed to Abraham J. Gild (Reception No.
55573162) and on the north right of way line of said South Street; thence South 01 Degrees 06
Minutes 30 Seconds East, perpendicular to said right of way line, a distance of 30.00 feet to a
point on the centerline of right of way of said South Street; thence North 88 Degrees 53 Minutes
30 Seconds East, along said centerline, a distance of 419.75 feet to a point; thence South 01
Degrees 06 Minutes 30 Seconds East, perpendicular to said centerline, a distance of 30.00 feet to
a point on the south right of way line of said South Street and the north line of a parcel conveyed
to John G. Irace (Reception No. 55033895); thence North 88 Degrees 53 Minutes 30 Seconds
East, along said line, a distance of 33.89 feet to an iron pin with cap "COA" found at the
northwest corner of the Grantor's parcel and the northeast corner of said Irace parcel, said corner
being 30.00 feet left of Station 24+23.87 of the centerline of right of way of South Street and
also being the TRUE PLACE OF BEGINNING for the parcel hereinafter described, thence in
a clockwise direction along the following ten (10) courses and distances:

1. Thence North 88 Degrees 53 Minutes 30 Seconds East, along the Grantor's north line
and the south right of way line of said South Street, a distance of 15.02 feet to a 5/8 inch
by 30 inch rebar with cap "GPD" set;
2. Thence east along a non-tangential curve to the south having a radius of 41.00 feet, a central angle of 53 Degrees 06 Minutes 53 Seconds, a chord bearing South 51 Degrees 52 Minutes 14 Seconds East, a distance of 36.66 feet, an arc length of 38.01 feet to a 5/8 inch by 30 inch rebar with cap “GPD” set;

3. Thence southeast along a tangential curve to the northeast having a radius of 59.00 feet, a central angle of 67 Degrees 16 Minutes 08 Seconds, a chord bearing South 58 Degrees 56 Minutes 51 Seconds East, a distance of 65.36 feet, an arc length of 69.27 feet to a 5/8 inch by 30 inch rebar with cap “GPD” set on the Grantor’s east line and the west right of way line of Spicer Street Extension;

4. Thence South 00 Degrees 09 Minutes 12 Seconds East, along said line, a distance of 22.77 feet to a point;

5. Thence North 90 Degrees 00 Minutes 00 Seconds West, a distance of 19.24 feet to a point;

6. Thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 9.57 feet to a point;

7. Thence west along a non-tangential curve to the north having a radius of 74.00 feet, a central angle of 51 Degrees 47 Minutes 20 Seconds, a chord bearing North 51 Degrees 12 Minutes 27 Seconds West, a distance of 64.63 feet, an arc length of 66.89 feet to a point;

8. Thence northwest along a tangential curve to the southwest having a radius of 26.00 feet, a central angle of 53 Degrees 06 Minutes 53 Seconds, a chord bearing North 51 Degrees 52 Minutes 14 Seconds West, a distance of 23.25 feet, an arc length of 24.10 feet to a point;

9. Thence North 80 Degrees 30 Minutes 43 Seconds West, a distance of 12.26 feet to a point on the Grantor’s west line and the east line of said Irace parcel;

10. Thence North 00 Degrees 23 Minutes 30 Seconds East, a distance of 12.38 feet to the TRUE PLACE OF BEGINNING.

The above described tract contains 0.0454 acres, of which 0.0171 acres is out of Parcel 6849171 and 0.0283 acres is out of Parcel 6709658, more or less, and subject to all easements, restrictions and covenants of record.
EXHIBIT A

The above described area is contained within Summit County Parcel Numbers 6849171 and 6709658.

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 by GPD Group in December 2010.

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

Steven L. Mullaney, P.S.
Professional Surveyor No. 7900

August 7, 2013
N:\2010\2010297\SUMA86979\wowlaw\legal\86979-45T.doc