

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made at North Royalton, Ohio, by and between the **NORTH ROYALTON CITY SCHOOL DISTRICT**, 6579 Royalton Road, North Royalton, OH 44133 ("District") and the **CITY OF NORTH ROYALTON**, an Ohio municipal corporation, 14600 State Road, North Royalton, Ohio 44133 ("City").

WITNESSETH:

NOW, THEREFORE, the parties hereto agree as follows:

1. **Agreement to Convey.** City agrees to convey to District and District agrees to take title to certain real estate defined as Parcel 1 and known as a portion of Permanent Parcel No 483-22-002 and further described on **EXHIBIT A pursuant to ordinance no. _____**

and BOE resolution no. 2019-77 to together with all rights, privileges and easements appurtenant thereto and all records, documents and all governmental permits and information in any form or media, to the extent any exists and all right, title and interest of the City in and to all public and private streets, roads, avenues, alleys and passageways, open or proposed, in front of or abutting such property, (collectively called the **"Property"**). The Property contains approximately 13.3118 acres.

2. **Payment Schedule.** The purchase price is \$775,000 payable in installments of \$77,500.00 a year over ten years. Payment shall be made on June 1st beginning in 2019. **The parties agree and acknowledge that the District is currently renting the Property and that all lease payments allocable to the period January 1, 2019 through June 30, 2019 (\$30,000) shall be credited towards the 2019 installment payment.** Each year thereafter, the District will pay \$77,500 by June 1 each year after 2019.

3. **Additional Considerations.** District and City agree to develop a Driveway Easement and Utility Corridor Easement (in the form identified in Exhibit __) for the continued use of Driveway and Utility Corridor by the City and its successors in a manner and under such terms as are reasonable for the intended uses of the parties or their successors.

4. (a) **Timing of Transfer.** The City shall transfer the approximately 13.3118 acre portion of Parcel 1 **at closing**. The City will reserve a driveway easement **as approved by the District** when the portion of Parcel 1 is transferred. The City shall convey marketable title to the Property, by good and sufficient quitclaim deed fully and properly executed, free and clear of all liens, charges, defects, clouds on title, and encumbrances, except (i) restrictions, reservations and easements of record, as shall have been approved by Buyers as provided for

in Subparagraph 4(c); (ii) zoning ordinances, if any; (iii) taxes and assessments, both general and special, which are a lien but not yet due and payable; and (iv) all legal highways. The term "**Permitted Exceptions**" shall mean those exceptions set forth hereinabove and those items shown on the Commitment issued by the Title Company which have been approved by Buyer in writing as set forth in Subparagraph 4(c), the standard printed exceptions on the Title Company's Standard Owner's Policy of Title Insurance to be deleted therefrom, and those items shown on the Commitment issued by the Title Company, which have been waived by Buyer in accordance with the provisions of this Agreement.

(b) **Policy of Title Insurance.** On the Closing Date, **Buyer** may elect to purchase an Owner's Fee Policy of Title Insurance, Form B 1970 (Amended) issued by the Title Company in the amount that it wants insuring a good and marketable fee simple absolute title to the Property vested in Buyer, subject only to the Permitted Exceptions under Section 4(a) above (the "**Title Policy**"). The Title Policy shall affirmatively insure: (i) Buyer's unrestricted right to use any appurtenant easement; (ii) contiguity of any separate parcels comprising the Property (if applicable); and (iii) that the Property has the benefit of non-exclusive direct ingress and egress, both pedestrian and vehicular, to and from a public highway.

(c) **Title Commitment.** Seller agrees to cooperate with Buyer to order a Title Commitment for the Title Policy from Ohio Real Title, at Buyer's expense, guaranteeing the record title to the Property to be good in Buyer subject only to the Permitted Exceptions. Promptly after the date hereof, Seller agrees to order and obtain, at Buyer's expense, within ten (10) days after execution hereof a preliminary Title Commitment or "Binder" in respect to the Property and to cause a copy of the same to be furnished to Buyer and to Buyer's attorney. Buyer shall, within thirty (30) days after receipt thereof, either (i) approve the form and substance thereof, or (ii) notify Seller in writing of any exception or exceptions shown thereon which are not acceptable to Buyer.

5. **Survey.** The City will pay the costs of the Survey.

6. **Escrow.** No Escrow Agent shall be retained.

7. **Property Condition.**—The property is being sold AS IS and the City specifically declines to offer any warranty of any kind as to the existing conditions of the property. The District has been in possession of the property for many years and is fully aware of the status and condition of the property and may make any other investigation or examination thereof as it desires, subject to the City's prior consent, at its own expense, to satisfy any concerns it may have regarding the property prior to the exchange and delivery of the deed.

8. Conditions as to Performance of Seller:

(a) **Personal Property.** The City reserves the right to remove from the Property, and thereby not include in the conveyance thereof, any and all moveable equipment and other personal property that is not subject to the exiting Lease on the Property.

(b) The City has legislatively approved the alienation and transfer of the property.

9. Conditions as to Performance of Buyer.

(a) Unless all of the following conditions are satisfied on or before the date of Closing, unless extended by the parties pursuant to mutual agreement, Seller shall not be obligated to sell the Property and shall not otherwise be obligated to the Buyer unless the conditions required of the Buyer are met in full, unless such conditions are expressly waived in writing by Seller.

(d) The Buyer has legislatively approved the purchase at a public meeting.

11. Insurance and Risk of Loss. Insurance carried by the Seller shall be terminated effective as of the date of transfer of title to the Property. Buyer shall be solely responsible for acquiring insurance coverage on the Property upon the transfer of title **as well as pursuant to its lease agreement obligations.**

12. Closing Date and Possession.

(a) Unless the parties otherwise agree in writing and subject to the conditions set forth herein, this transaction shall be closed on June 1, 2019, or at such earlier date as the Buyer and Seller may agree to in writing (the "**Closing Date**"). At closing City shall deliver to the District office the deed to the property; it shall be the responsibility of the District to file the deed for record and to bear any costs associated therewith.

(c) On the date of closing, Seller shall deliver up and surrender to Buyer possession of the Property in substantially the same condition as the same shall be at the date of execution of this Agreement.

(d) Buyer agrees to be responsible for and shall pay all utility charges, or governmental assessments related to the extension of utilities incurred at the Property up to the close of business on the date of transfer of title and possession to Buyer.

13. No Commission to Broker or Agent. Buyer and Seller each represent that no realtor or broker is entitled to any commission or fee by or through Seller or Buyer. Buyer and Seller to hold each other harmless from any claim from any other realtor or broker for any claimed commission or fee.

14. Filing. On or before June 1, 2019, the Closing Date, Buyer shall file for record Seller's Quitclaim Deed.

17. Defaults and Remedies.

(a) Either party hereto shall be deemed to be in default of this Agreement if such party fails or refuses to comply with the terms and conditions set forth herein for any reason other than the prior termination of this Agreement pursuant to a right to so terminate expressly set forth in this Agreement ("Event of Default").

(b) Upon the occurrence of an Event of Default, the non-defaulting party shall be entitled to exercise any and all rights and remedies to which the non-defaulting party may be entitled at law or in equity, including, but not limited to the right of specific performance.

18. Termination of Agreement by Either Party. If either party shall, having a right to do so under this Agreement, terminate this Agreement, neither party hereto shall thereafter be under any further liability to the other party.

19. Access and Information. Seller shall permit Buyer and Buyer's representatives, agents and employees unlimited access to the Property at all reasonable times to the date of transfer of possession of the Property to Buyer. Buyer hereby waives any claims against Seller for any personal injury to Buyer, its agents or representatives, resulting from any access by Buyer to the Property prior to the parties' execution of the Purchase Agreement.

20. Notices. Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be personally delivered, sent by certified or registered mail, postage prepaid, return receipt requested, or by overnight delivery service and addressed as follows:

Mayor
14600 State Road
North Royalton, Ohio 44133, with a copy to

Director of Law
14600 State Road
North Royalton, OH 44133

Notice as to District shall be delivered to

Superintendent
North Royalton City School District
6579 Royalton Road
North Royalton, OH 44133, with a copy to

David J. Riley, Esq.
The Riley Law Firm
24502 Cornerstone Drive
Westlake, Ohio 44145

21. Risk of Loss, Taking. Risk of loss until the Closing Date shall be borne exclusively by the Seller. In the event of a taking of all or any portion of the Property by reason of eminent domain, or a deed in lieu thereof, the Buyer shall have the option of (i) terminating this Agreement, or (ii) accepting the Property, together with an assignment by Seller of all of Seller's rights and the proceeds of such taking or deed in lieu thereof excepting the current effects of the widening of State Route 82. Notwithstanding anything herein contained to the contrary, in the event that the Buyer elects to terminate the Agreement pursuant to this section, and all funds paid or deposited by the Buyer shall be returned to the Buyer and the Seller shall pay all title and survey fees and expenses.

23. Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns. Each person executing this Agreement in a representative capacity warrants their authority to do so.

24. Agreement for Further Execution. Prior to, at, and after the Closing Date, Seller and Buyer shall also execute and deliver to Buyer or Seller such other or further instruments of conveyance, sale, assignment or transfer, **easements** and shall take or cause to be taken such other or further action as Buyer or Seller shall reasonably request at any time or from time to time in order to (a) vest, confirm or evidence in Buyer title and possession to all or part of the Property, or (b) effectuate, in any other manner, the terms and conditions of this Agreement.

25. Entire Agreement. This Agreement shall constitute the entire agreement between the parties herein and that no oral understanding shall be of any effect, and that any other understanding or changes of this Agreement must be in writing and signed by the parties.

26. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) in the same instrument. Time is of the essence in this Agreement in each and all of its provisions. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other obligation under this Agreement. Captions, titles to sections and paragraph headings used herein are for convenience or reference and shall not be deemed a limit or alter any provisions hereof. The date of this Agreement is the last date on which both parties hereto have executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed four (4) counterparts of this Agreement, each of which shall be deemed to be an original document, as of the day and year first set forth above.

WITNESSED BY:

BUYER:
BOARD OF EDUCATION OF THE
NORTH ROYALTON CITY SCHOOL
DISTRICT, OHIO

_____ by: _____
_____, CHAIRPERSON

Date: _____

_____ by: _____, Treasurer

Date: _____

WITNESSED BY:

SELLER:
CITY OF NORTH ROYALTON, OHIO

by: _____

Date: _____

Approved as to Form

City Law Director

THIS INSTRUMENT PREPARED BY:

David J. Riley
The Riley Law Firm
24502 Cornerstone
Westlake, OH 44145

EXHIBITS “A” and “B”

Legal Description & Drawing

Permanent Parcel Nos.:

LEGAL DESCRIPTION

2019009 DE-02

13.3118 Acres

Parcel 1

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being a part of Original Royalton township section No. 3, also being lands conveyed to The City of North Royalton as recorded in Deed Volume 91-3632, Page 34 of the Cuyahoga County Recorder's Office, further described as follows;

Commencing at a 1-inch iron rod in ODOT monument box assembly, located at station 307+14.30 in the centerline of Royalton Road, State Route 83 (variable width), as shown on Centerline Plat CUY-82.4.83; thence Southeasterly along the centerline of said SR-83 and along an arch of a curve deflecting to the right a distance of **3.77 feet** to a point, said curve having a radius of **1910.04 feet** and a chord distance of **3.77 feet** that bears **South 85°28'45" East**; thence **South 00°49'48" East**, a distance of **40.18 feet** to an iron pin set on a Southerly line of said SR-83 said point also being known as the **Principle Place of Beginning** of the parcel herein described;

Course No. 1: Thence Southeasterly along said Southerly line of SR-83 and along an arch of a curve deflecting to the right a distance of **266.55 feet** to an iron pin set on said Southerly line of SR-83 and a Northwesterly corner of lands now or formerly owned by Gerard Lozinak Enterprises, LLC (PPN 483-22-003) by deed, as recorded in AFN 201006180517 of the Cuyahoga County Recorder's Office, said curve having a radius of **1870.04 feet** and a chord distance of **266.33 feet** that bears **South 81°13'24" East**;

Course No. 2: Thence **South 08°34'39" West** along a Westerly line of said Gerard Lozinak Enterprises, LLC lands, a distance of **373.84 feet** to a 5/8-inch found iron pin at a Southwesterly corner of said Gerard Lozinak Enterprises, LLC lands;

Course No. 3: Thence **North 87°57'49" East** along a southerly line of said Gerard Lozinak Enterprises, LLC lands, a distance of **144.47 feet** to a 5/8-inch found iron pin on a Westerly line of land now or formerly owned by North Royalton Storage, LLC (PP 483-22-004) by deed, as recorded in AFN 201508130664 of the Cuyahoga County Recorder's Office;

Course No. 4: Thence **South 01°13'44" East** along a Westerly line of said North Royalton Storage, LLC land, a distance of **1388.79 feet** to a 1/2-inch iron pin found (South-0.15 feet) (East-0.14 feet) at a Southwesterly corner of said North Royalton Storage, LLC land;

Course No. 5: Thence **South 87°58'10" West** along a new dividing line, a distance of **355.67 feet** to an iron pin set on an Easterly line of lands now or formerly owned by Richard Carlson, et.al. (PPN 483-23-003) by deed as recorded in Deed Volume 94-11682, Page 32 of the Cuyahoga County Recorder's Office;

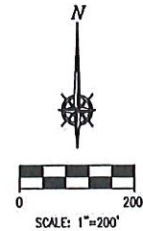
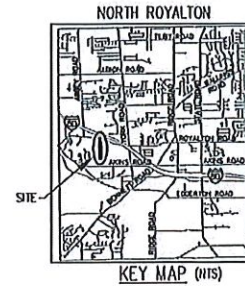
Course No. 6: Thence **North 00°49'48" West** along said Easterly line of said Richard Carlson, et.al. land, and an Easterly line of land now or formerly owned by Beverly J. Sharkey (PPN 483-22-001) by deed, as recorded in AFN 200812240045 of the Cuyahoga County Recorder's Office, a distance of **1806.42 feet** to the **Principal Place of Beginning**. Containing within said bounds **13.3118 acres** (589,864 square feet) of land; 0.2454 acres (10,688 square feet) being with-in the road right-of-way, according to a survey by Daniel P. Engle, Ohio P.S. 8452 for Engle, Trotter & Associates in February 2019, being the same more or less and subject to all legal highways and easements.

The basis of bearing for this survey is State Plane Coordinate System NAD 83 Zone Ohio North, established by O.D.O.T. VRS observed in February 2019. Bearings, as shown, are used to describe angular measurements only. All pins set are 5/8-inch by 30-inch steel pin with cap "Engle 8452"

The above described Parcel 1 is subject to an "Access & Utility Easement" for use by adjacent Parcel 2

CITY OF NORTH ROYALTON

MAP EXHIBIT FOR THE PROPOSED CONSOLIDATION OF THREE (3) CITY-OWNED PARCELS
KNOWN AS PPNs 483-22-002, 483-23-005, & 483-23-009



PROPOSED 40' WIDE
INGRESS-EGRESS
EASEMENT (TYP.)

THE CITY OF NORTH ROYALTON
10789 ROYALTON ROAD
NORTH ROYALTON, OH 44133
(PPN 483-22-002)
AREA OF PARCEL = 788,596 S.F.
= 18.01 AC.

EX. 40,000 S.F. BUILDING

THE CITY OF NORTH ROYALTON
NORTH ROYALTON, OH 44133
(PPN 483-23-005)
AREA OF PARCEL = 270,072 S.F.
= 6.20 AC.

THE CITY OF NORTH ROYALTON
NORTH ROYALTON, OH 44133
(PPN 483-23-009)
AREA OF PARCEL = 42,253 S.F.
= 0.97 AC.