

RESOLUTION NO. 22-2005

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, OFFICE OF ATTORNEY GENERAL, FOR THE PURCHASE OF PROPERTY LOCATED AT 3333 BRECKSVILLE ROAD, RICHFIELD, OHIO

BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the State of Ohio, Office of Attorney General, for the purchase of the former "BCI" building located at 3333 Brecksville Road, Richfield, Ohio, substantially in the form of the attached State of Ohio Offer to Purchase Real Estate, a copy of which is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 5/17/2005

[Signature]  
President of Council

[Signature]  
Mayor

Dated: 5/17/05

ATTEST:

[Signature]  
Clerk of Council

*Carolyn*

Ohio Department of Administrative Services  
Bob Taft, *Governor*  
Scott Johnson, *Director*

General Services Division  
Real Estate Services  
4200 Surface Road  
Columbus, Ohio 43228-1395

(614) 387-6049 voice  
(614) 728-2400 fax  
[www.state.oh.us/das/gsd/](http://www.state.oh.us/das/gsd/)



August 10, 2005

Michael K. Lyons, Mayor  
Village of Richfield  
4410 W. Streetsboro Road  
Richfield, Ohio 44286-0387

Re: Transmittal of Offer to Purchase Real Estate  
3333 Brecksville Road  
Richfield, Ohio 44286

Dear Mayor Lyons:

We have executed the Offer to Purchase Real Estate for the property referenced above, and enclosed an original for your records.

If you have any questions, I can be reached at (614) 752-3975.

Sincerely,

A handwritten signature in cursive script that reads "Janie Ward".

Janie Ward  
Real Estate Specialist

Enclosures

cc:

Master File  
Robert Schmeling

STATE OF OHIO  
OFFER TO PURCHASE REAL ESTATE

This is a Real Estate Contract made and entered into by and between The Village of Richfield, having an office at 4410 W. Streetsboro Road, P.O. Box 387, Richfield, Ohio 44286-0387, hereinafter referred to as Purchaser, and the State of Ohio, Office of the Attorney General, hereinafter referred to as Seller. The foregoing Offer to Purchase Real Estate is subject to the following terms and conditions:

1. ON THE FOLLOWING TERMS

- a) Seller agrees to sell and convey an office building of approximately 9,300 square feet and the land upon which it sits and commonly known as 3333 Brecksville Road, Richfield, Ohio 44286, hereinafter referred to as "Property", as more specifically described in the attached "Exhibit A" to Purchaser in exchange and in consideration for the total purchase price of Two Hundred Eighty Five Thousand Dollars (\$285,000.00) to be paid in annual installments as follows:

\$ 85,000.00 due on April 1, 2006  
\$100,000.00 due on April 1, 2007  
\$100,000.00 due on February 1, 2008

Annual installments shall be made payable to the Attorney General of Ohio and mailed to: The Department of Administrative Services, 4200 Surface Road, Columbus, Ohio 43228, Attention: Real Estate Administrator. Purchaser may accelerate payments and closing at Purchaser's option.

- b) Said sale is subject to and governed by the passage of legislation by the Ohio General Assembly confirming the sale of Property in accordance with the terms and conditions herein, Purchaser must close transaction no later than March 1, 2008.
- c) The Purchaser shall pay all costs associated with the purchase and conveyance of the subject property including recordation costs of the Governor's Deed.

2. INSPECTION

Purchaser agrees that the property being referenced in said contract is being sold "As Is". Seller does not make any warranties, implied or otherwise to the real estate or the sale.

3. EVIDENCE OF TITLE

Any Title evidence shall be at Purchaser's sole cost and expense.

4. DEED

Seller agrees to sell and convey title to said Purchase, its successors and assigns, by a State of Ohio Governor's Deed, the Property together with all the appurtenances and hereditaments thereunto belonging and with all buildings and improvements now located thereon, all fixtures of every nature now attached to or used with said land, buildings, and improvements including, but not limited to, all heating, air conditioning, plumbing and attached electrical fixtures. All trade fixtures, possessions, or belongings owned by the current Tenant shall remain the property of Tenant.

5. DAMAGE, DESTRUCTION OR ALTERATION OF PROPERTY

Seller agrees not to change the existing character of the land, alter, remove, destroy or change any structure or structures located on the Property prior to transfer of the property, without the written consent of Seller. In the event any damage, change, alteration or destruction occurs to said Property or the structure or structures thereon, resulting from any cause whatsoever, prior to the date possession is surrendered to Purchaser, Seller agrees to restore it to the condition as it was at the time of the execution of this Contract by Seller, or to accept the purchase price consideration, herein above stated, less the cost of such restoration. In case Seller refuses to restore it to the condition it was at the time of the execution of this Contract by the Seller, or to accept the money consideration less the cost of such restoration as hereinabove stated, the Purchaser may, at its option after discovery or notification of such destruction, removal, or injury, terminate this Contract by written notice to Seller.

6. TAXES AND ASSESSMENTS

The property is currently exempt from real estate taxes which exemption will end at conveyance by Seller. Purchaser agrees to pay all taxes due and accruing after the transfer of the title.

7. POSSESSION

Physical possession of the property herein described shall be surrendered to Purchaser after execution by Purchaser and Seller of said contract. After execution of said contract by Purchaser, Purchaser agrees to pay for all operating expenses, repairs, and maintenance of said property.

## 8. USE OF PROPERTY

Purchaser shall use and occupy the Property for The Village of Richfield, Parks and Recreation use until transfer of title. Purchaser agrees not to permit the Property to be used for any purpose inconsistent with any local, state, or federal laws or regulations, and shall be liable for any and all damages consequent upon such violation and subsequent cancellation of this contract under the default provision herein. Purchaser shall cause any improvements to be completed free and clear of any liens, claims or mechanic's liens against the Property or the improvements, and Purchaser shall defend, indemnify and hold the state of Ohio harmless from any such claims or mechanic's liens and or any expenses incurred in connection therewith including but not limited to damages, interest, court costs and reasonable attorney fees.

## 9. PURCHASERS DUTIES/SERVICES

- A. Pay before any fine, penalty, interest or costs may be added thereto, all taxes, excises, levies, license and permit fees and other assessments, and water and sewer rents, rates and charges which may be assessed, levied, confirmed, imposed upon or become due and payable out of or in respect of the Property.
- B. Pay all utility costs, including telephone services, for the Property.
- C. Provide and maintain landscaping and landscape services for all unpaved areas of the Property.
- D. Provide timely removal of snow and ice from sidewalks and parking areas on or adjacent to the Property, and also provide adequate trash removal on a weekly basis.
- E. Provide adequate exterior lighting for the Property and such other security for the Property as the Purchaser shall reasonably determine to be necessary.

## 10. MAINTENANCE/REPAIRS

Purchaser shall maintain and manage the Property in a responsible manner, keeping it clean, sanitary and free from any debris. Purchaser shall not deposit any debris on the adjacent state lands nor do anything that would interfere with the maintenance of any part of the adjacent state lands.

11. DEFAULT

If Purchaser breaches or defaults on any of the terms or conditions of this contract, and if that breach or default is not remedied within thirty (30) days after written notification by State of that breach or default, Seller may terminate this contract. Purchaser shall have thirty (30) days from the date on the written notice of termination, to remove all personal property and movable fixtures placed on the Property by Purchaser, and to restore the Property to a condition satisfactory to the Attorney General of Ohio and the Director of Administrative Services. Purchaser shall then surrender possession to State. If such removals and restoration are not effected within the specified time, State may elect to restore the Property at Purchaser's expense.

12. INDEMNITY

Purchaser shall indemnify and hold harmless the Seller and the State of Ohio from and against any and all claims, demands, damages, actions, or causes of action, together with any and all losses, cost, or related expenses asserted by any person or persons for bodily injury, death, or property damage ensuing from Purchaser's occupation or use of any portion of the Property.

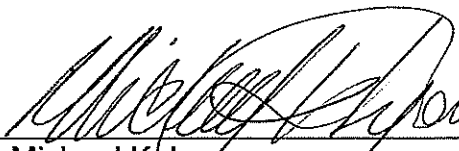
13. DURATION OF OFFER AND CLOSING

Prior to acceptance by Seller, the execution of the Contract by Purchaser shall constitute an offer to purchase. Upon acceptance of this Contract by Seller, it shall constitute a valid and binding Contract.

**The remainder of this page intentionally left blank**

This Contract shall be binding upon Seller and Seller's successors and assigns,  
and shall inure to the benefit of Purchaser, its successors and assign.

PURCHASER:  
The Village of Richfield

BY:  Date: 7/20/05  
Michael K. Lyons

TITLE: Mayor, Village of Richfield

SELLER:  
STATE OF OHIO  
The Office of the Attorney General

BY:   
Jim Petro

TITLE: Attorney General of Ohio

This contract prepared by the State of Ohio, Department of Administrative Services,  
Real Estate Services, 4200 Surface Road, Columbus, Ohio 43228-1395.

JDW

**EXHIBIT A**

Situated in the Village and Township of Richfield, County of Summit and State of Ohio: And known as being a part of Lot 1 in Tract 3 of said Township and Village, bounded and described as follows:

Beginning at the intersection of the centerline of the original right-of-way of Brecksville Road, C.H. 17, and the South line of Lot 1, said line also being the North line of Lot 3;

Thence North 00 deg. 19' 54" East along the centerline of the original right-of-way of Brecksville Road a distance of 896.51 feet to the True Place of Beginning;

Thence continuing North 00 deg. 19' 54" East along the centerline of the original right-of-way of Brecksville Road a distance of 145.00 feet to a point;

Thence North 89 deg. 09' 54" East a distance of 1273.34 feet to an iron pin found in the North right-of-way line of Interstate Route 271 and said line passing thru an iron pin set at 33.00 feet from the centerline of Brecksville Road;

Thence South 50 deg. 41' 46" West along the North right-of-way line to a distance of 233.04 feet to a set iron pin;

Thence South 89 deg. 09' 54" West a distance of 1093.84 feet to a point in the centerline of the original right-of-way of Brecksville Road and said point being the True Place of Beginning and said line passing thru an iron pin set at 33.00 feet from said centerline and containing with said bounds 1.3082 acres in the Village; 2.6309 acres in the Township, more or less, but subject to all legal highways, as surveyed by Santee Associates in December 1972.

Property Address: 3333 Brecksville Road, Richfield, OH

Tax ID No.: 50-00049; PPN: RI-00023-02-015.000

Tax ID No.: 50-02345; PPN: RI-00023-02-016.000