

ORDINANCE 2024 – 58

AN ORDINANCE DIRECTING THAT THE REAL PROPERTY OWNED BY THE CITY OF PARMA HEIGHTS AND KNOWN AS PORTIONS OF PPNS 471-17-023, 471-17-025, 471-17-027, AND 471-17-028, TOTALING APPROXIMATELY 2.8713 ACRES, BE SOLD TO THE CUYAHOGA COUNTY PUBLIC LIBRARY, AND FURTHER AUTHORIZING THE ADMINISTRATION TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS REQUIRED TO EFFECTUATE SAID SALE, AND DECLARING AN EMERGENCY, AS AMENDED

WHEREAS, the City of Parma Heights owns land known as Permanent Parcel Numbers 471-17-023, 471-17-025, 471-17-027, and 471-17-028; and

WHEREAS, the Administration recommends that portions of PPNs 471-17-023, 471-17-025, 471-17-027, and 471-17-028, totaling approximately 2.8713 acres, be sold to the Cuyahoga County Public Library for the establishment of a new library facility; and

WHEREAS, it is accordingly the desire of this Council to authorize the Administration to negotiate the sale of city-owned property and execute any and all documents required to effectuate said sale; and

WHEREAS, pursuant to the Charter and Codified Ordinances of the City of Parma Heights, the Planning Commission met, considered, and recommended the adoption of this Ordinance to Council and the Administration in order to permit the sale of City-owned property to allow for the construction of a new library.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. That this Administration is hereby authorized and directed to negotiate the sale of city-owned property known as portions of PPNs 471-17-023, 471-17-025, 471-17-027, and 471-17-028, totaling approximately 2.8713 acres, and execute any and all documents required to effectuate said sale, as detailed in "Council Ordinance Exhibit 1, as amended".

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of the Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality and for the further reason that this measure is necessary in order to proceed with the construction of a new public library for the community; wherefore, it shall be in full force and effect immediately after its passage by Council and approved by the Mayor.

PASSED: October 7, 2024 Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen October 7, 2024
CLERK OF COUNCIL APPROVED

FILED WITH THE MAYOR: October 7, 2024 Marie Gallo
MAYOR MARIE GALLO

COUNCIL ORDINANCE EXHIBIT 1, as amended

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into this ____ day of _____, 2024, (the "**Effective Date**") by and between CUYAHOGA COUNTY PUBLIC LIBRARY ("**Buyer**") and the CITY OF PARMA HEIGHTS, Ohio, an Ohio municipal corporation ("**City**"). Buyer and City may be referred to hereafter collectively as the "**Parties**" or individually as a "**Party**".

RECITALS:

A. Buyer's Board of Trustees has reviewed sites for the construction of new library facilities in Cuyahoga County in furtherance of its mission to be at the center of community life by providing an environment where reading, lifelong learning and civic engagement thrive. In connection with its review, Buyer desires to develop a new library branch in the City to replace an existing library branch currently located on Pearl Road in the City.

B. Buyer wishes to purchase from City a 2.8713 acre piece of real property, and all appurtenances, hereditaments, rights, privileges and easements belonging or in any way appertaining thereto and located just off Pearl Road in the City of Parma Heights, Ohio, depicted as **Parcel B** upon the Lot Split and Consolidation Plat attached hereto as **Exhibit A** and made a part hereof (the "**Property**"). **Exhibit A-1** is the legal description of **Parcel B**. **Exhibit A** also depicts **Parcel A** which is being retained by the City. To assure the respective parties have appropriate easements in place made necessary by the contemplated lot split for enjoyment of the split parcels, the parties will establish the following easements as part of the lot split and/or at closing of the sale: (i) a 20 foot guaranteed mutual access easement for ingress and egress to the Property (the "**Access Easement**") as depicted and described in **Exhibit A-2**, (ii) an easement to the City for its retention of rights for a cell tower and associated improvements such as guidelines, utility lines and related (the "**Cell Tower Easement**") as depicted and described in **Exhibit A-3**; a mutual easement for potable water as depicted and described in **Exhibit A-4**; a mutual storm water easement as depicted and described in **Exhibit A-5**; a mutual sanitary sewer easement as depicted and described in **Exhibit A-6**; and a mutual telecommunications easement as depicted and described in **Exhibit A-7** (collectively the forgoing easements being referred to as the "**Project Easements**"). City wishes to sell the Property to Buyer to support community amenities and resources in the City.

C. Buyer plans to construct and operate an approximately 22,000 square foot building upon the Property (the "**Facility**") [with approximately 16,000 sq. ft. for library use (the "**Library Portion**") and 6,000 sq. ft. for an ancillary tenant user (the "**Centers Facility**")].

D. The Buyer agrees that, in the event that Facility is no longer being used for its intended purposes, that the Property shall revert to the City, as described in the deed attached as **Exhibit B**.

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are

hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Agreement to Sell. City shall sell, convey and assign to Buyer, and Buyer shall purchase, take and accept from City all of City's right, title, and interest in and to the Property, as provided for and limited herein, with the exceptions and reversionary interests of the City preserved by the title, conditioned upon the Buyer's continued use and occupation of the Property and Facility primarily as a public library, as detailed by the Warranty Deed attached as Exhibit B. The Purchase Agreement is and shall remain contingent upon the City Council's review and approval of this Purchase Agreement to sell public property, as well as the City Planning Commission's review and approval of a Lot Split Plat to support the Property Subdivision described in Paragraph 3 (and **Exhibit A**) and also a Development Plan which depicts the improvement and Facilities on the Property; and also the Buyer's application and successful attainment of any appropriate Conditional Use Permit from the City.

2. Purchase Price. The purchase price ("**Purchase Price**") for the Property shall be One Dollar (\$1.00) payable in the form of immediately available funds paid on the Closing Date (as defined in Section 8).

3. Property Subdivision. (a) The Property is currently in the process of being subdivided as a separately conveyable parcel of land pursuant to applicable law. The final boundaries of the Property combined with associated legal means of ingress/egress, parking, utility access and other features shown on **Exhibit A** and **Exhibit A-1** are required by Buyer for development and utilization of the Facility and must remain satisfactory to Buyer in its good faith discretion. As noted above, **Exhibit A** is, subject to site subdivision approvals currently being pursued under applicable procedures with the City. Any change to the configuration of the Property is subject to the approval of both parties. As shown on **Exhibit A** City is retaining the Cell Tower Easement for its benefit encompassing the boundaries of an existing cell tower site together with utility easements for all required utilities in place for the tower. The City for itself and the operator of the Cell Tower will have the right to access the Cell Tower upon roadways and drives servicing the Property. The Tower Easement retained includes the right to keep and maintain the existing guidelines securing the cell tower.

(b) Based upon the mutually approved final boundaries of the Property as determined under Subparagraph 3(a), City and Buyer will cooperate to complete the process to cause the Property to be lawfully subdivided into a separately conveyable legal lot as soon as can be accomplished utilizing diligent efforts. If the subdivision under Section 3(b) is not approved by City, Buyer and all required authorities and the Property is not subdivided into a separate conveyable lot by _____, 2024, Buyer may elect to terminate this Agreement upon ten (10) days written notice to City.

4. Title Commitment; Title Policy and Survey. (a) First American Title Insurance Company or an agent thereof to be selected by Buyer ("**Title Company**") shall serve as Escrow Agent ("**Escrow Agent**") and title insurer, subject to Escrow Agent's standard conditions for the acceptance of escrow, except as otherwise expressly provided herein.

(b) The "Inspection Period" shall commence upon final approval of the Property subdivision under Subsection 3(a) and shall terminate upon Closing (as defined in Section 8).

(c) Buyer shall obtain a commitment from the Title Company for owner's title insurance in an amount satisfactory to Buyer (the "**Title Commitment**"), showing that City has good and marketable fee simple title to the Property, free and clear of all liens and encumbrances except: (i) those specifically set forth in this Agreement (such as the cell tower); (ii) zoning and building laws, ordinances and regulations; (iii) legal streets and highways; and (iv) easements, conditions and restrictions of record, if any, that will not interfere with Buyer's intended use of the Property or its ability to construct and operate the Facility on the Property (collectively, the "**Permitted Encumbrances**"). The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which affect the Property.

Within the later of forty-five (45) days of Buyer's receipt of the Title Commitment or forty-five (45) days after notice to Buyer of subdivision approval, Buyer shall review the Title Commitment and if the Title Commitment reveals any matter which affects the marketability of the Property or is otherwise objectionable to Buyer (collectively "**Objectionable Matters**"), Buyer shall give City written notice thereof and, City may, within thirty (30) days thereafter, remedy or remove any such Objectionable matters. If City is unable or unwilling to remedy or remove any Objectionable Matters during the thirty (30) day period, Buyer shall have the option of either (i) terminating this Agreement in which event all funds and documents previously paid, deposited or advanced by Buyer shall be immediately returned to Buyer, both Parties shall thereafter be released from all further obligations under this Agreement and neither Party shall have any further liability to the other Party hereto, or (ii) taking title to the Property subject to said matters.

Up to and including the Closing Date, Buyer may request updates to the Title Commitment which must disclose no change in the state of the title to the Property (if any change is so disclosed, Buyer shall have all of the rights set forth in the immediately prior paragraph in this Section to the extent that Buyer deems any of such changes objectionable).

Buyer shall cause the Title Company to issue to Buyer, on or within ten days of Closing, a 2006 ALTA Owner's Policy of Title Insurance (the "**Title Policy**") for the Property in an amount solely determined by Buyer, insuring good and marketable title, subject only to the Permitted Encumbrances, with the standard printed exceptions deleted, and with such endorsements as Buyer may request in its sole discretion. City shall provide an appropriate owner's affidavit or otherwise satisfy the requirements of Title Company relating to the deletion of the so-called "standard printed exceptions".

(d) During the Inspection Period, Buyer shall have the right to obtain, at Buyer's sole cost and expense, a survey plat and legal description of the Property prepared by a surveyor registered and licensed in Ohio (the "**Survey**"). The Survey shall be an ALTA/NSPS land title survey prepared in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which shall include such Table A items as specified by Buyer, and shall be certified to Buyer, Title Company, and any other person Buyer may designate. The legal description set forth in the Survey shall at Buyer's discretion be attached to the Deed (as defined in Section 8) as an exhibit. In Buyer's discretion, Buyer may engage the same surveyor as utilized by the City to prepare the subdivision under Subsection 3(b). The parties acknowledge that a current draft of the legal description of the Property is included with **Exhibit A**.

Upon Buyer's receipt of such Survey:

- i. Buyer shall review the Survey in conjunction with the Title Commitment and shall notify City in writing prior to the end of the Inspection Period of any objection(s) thereto (the “**Survey Objections**”).
- ii. City shall have the right but not the obligation to cure the Survey Objections within thirty (30) days after City’s receipt of Buyer’s notice. If the Survey Objections are not cured, Buyer shall have the option to (i) accept the Property subject to the Survey Objections, or (ii) terminate this Agreement by giving written notice to City of such termination, in which event all funds and documents previously paid, deposited or advanced by Buyer shall be immediately returned to Buyer, both Parties shall thereafter be released from all further obligations under this Agreement and neither Party shall have any further liability to the other Party hereto.
- iii. The failure of Buyer to notify City of objection(s) to the Survey within the time period set forth in subsection (d)(i), above, shall constitute an acceptance thereof by Buyer.

5. Buyer’s Right to Inspect the Premises.

(a) Following the execution of this Agreement and continuing during the Inspection Period, Buyer and its authorized representatives shall have the right to enter upon the Property to make test borings, drainage tests, surveys, engineering and architectural studies, inspections of utility lines and for other purposes it may require for ascertaining the suitability and the acceptability of the Property for Buyer’s purposes, including, but not limited to, conducting a Phase I and/or Phase II environmental audit/study of the Property (the “**Environmental Studies**”). City shall cooperate with Buyer and its authorized representatives in providing information and access to the Property necessary to complete the Environmental Studies. Buyer agrees to be responsible for any and all damages to the Property or to others causes as a result of its inspection and to defend, indemnify and hold City harmless from the same to the extent permitted by applicable law.

(b) City shall provide Buyer with the following, provided that they are in City’s possession: (i) copies (or written summaries in the event of verbal contracts or engagements) of all environmental audits or studies, reports of soil borings tests, inspection reports prepared by any structural or mechanical engineer, or any other documents related to the environmental and/or soil conditions of/at the Property; (ii) copies of all licenses, permits, authorizations or approvals; (iii) copies of the most recent title insurance policies relative to the Property, if any; and (iv) any surveys, engineering and design plans with respect to on-site infrastructure (i.e. utility improvements) in City’s possession upon the execution hereof.

(c) Buyer shall have the right, if the foregoing inspection or documents, reveals a condition or state of facts which in Buyer’s reasonable opinion would materially interfere with Buyer’s intended development or use of the Property or adversely affects the desirability of the Property, to terminate this Agreement by written notice to City and Escrow Agent at any time during the Inspection Period and for ten (10) days thereafter. Upon receipt of such notice, all Parties shall be released from their obligations hereunder and Buyer shall deliver to City the originals and all copies of the items delivered to Buyer by City during the Inspection Period

including, without limitation, those items described in subsection 5(b) and all reports prepared pursuant to subsection 5(a).

6. City's Obligations.

(a) City shall:

- i. Cooperate with Buyer's efforts to obtain the subdivision approvals and to subdivide the Property as contemplated in Section 3;
- ii. Cooperate in approving Buyer's site plan and improvements (such site plan and improvements being at Buyer's expense), approving the Access Easement to the Property from Pearl Road for public ingress and egress and allowing other non-exclusive access for ingress and egress on existing or future publicly owned driveways/or accessways on City's adjacent lands bordering Pearl Road and for utilities including, but not limited to, storm and sanitary sewer, water, electric, gas and others (hereinafter referred to as the "Utility Easements") (note: except as provided in subsection (vi) below, Buyer is responsible for the cost of its own utility connections);
- iii. Provide signed copies of any required written easements shown on the final mutually agreeable site plan or otherwise required by this Agreement;
- iv. Cooperate with respect to any variances that are required for the construction and operation of the Facility;
- v. Cooperate with Buyer in obtaining the necessary approvals and permits in order to develop/construct and operate the Facility;
- vi. Deliver the Property at Closing in an otherwise construction ready condition such that the Property is buildable without extraordinary measures. Without limitation and except as provided in the Agreement, at City expense: the site shall be cleared free of debris; underground structures removed; with stable soils/geotechnical conditions for construction; any recognized environmental conditions and/or contamination remediated; have appropriate access to public roadways; and all utilities available at the Property line or upon the Property with any necessary easements or rights of way of same in place.

7. Buyer's Obligations.

(a) Buyer shall draft and provide mutually agreeable forms of (i) the Access Easement, and (ii) any needed Utility Easements as well as the previously noted easements and those required for the construction and operation of the Facility and including the Project Easements. The Parties contemplate that the Facility will include space for collections of current books, media, and other materials for circulation; public computers; high speed internet access available to the public; a homework center service and computer instruction; meeting room(s)

and quiet study space; and an early childhood play, learn and grow area and welcoming space for teens. The Facility will serve as a community public library consistent with Buyer's mission. The Facility will also include a connected Centers Facility initially for future interior build-out and use by **THE CENTERS FOR FAMILIES AND CHILDREN**, an Ohio non-profit corporation (the "**Centers**") pursuant to a lease with Buyer, provided prior concurrence to such agreement is obtained in writing from the City of Parma Heights.

(b) Buyer shall pay, or cause to be paid through public and private funds, the costs related to the development, construction and operation of the Facility, not, however, including any costs related to the items and improvements to be performed by the City to meet the requirements in Sections 3, 4 and 6 above.

8. Closing. (a) The transfer of the Property shall close within ten (10) business days after the Preconditions to Closing (as defined in Section 9 below) have been satisfied as determined by Buyer and City (the "**Closing Date**" or "**Closing**"). Buyer shall notify Escrow Agent when and if the Preconditions to Closing have been satisfied. The Parties may agree in writing to change the Closing Date to a mutually agreeable date. City shall execute and deliver the following items to the Escrow Agent no later than one (1) day prior to the Closing Date: (i) a warranty deed (the "**Deed**") in substantially the form of **Exhibit B** attached hereto which includes a conditional reversion right; (ii) a recordable satisfaction and release of any liens on the Property which are not Permitted Encumbrances; (iii) such affidavits and indemnities as are reasonably requested by the Title Company in order to delete the standard printed exceptions and otherwise enable the Title Policy to be issued; and (iv) an ordinance authorizing City to enter into this Agreement and to consummate the transactions contemplated hereunder, subject to the discretion of the City Council to enact said ordinance pursuant to the laws of the City of Parma Heights and the State of Ohio.

(b) The Deed shall contain a reservation or grant (as applicable) of the Project Easements and any easements and rights of way provided in this Agreement (if not otherwise contained in separate project easements to be recorded at Closing). The Deed shall also contain a reversionary right providing for the City to recover the Property upon the occurrence of the events shown in **Exhibit B**.

(c) This Agreement shall serve as joint escrow instructions to Escrow Agent. Escrow Agent may attach its standard terms which shall govern insofar as they do not conflict herewith.

(d) The Escrow Agent shall close the transaction by:

- i. Filing the Deed for record and any easements (including, but not limited to the Project Easements) required by this Agreement;
- ii. Charging the Parties for prorations and costs as provided herein; and
- iii. Disbursing the funds and delivering the documents (or fiscal officer's receipt) deposited with it as provided herein.

(e) Escrow Agent shall charge the following costs and expenses to Buyer on the Closing Date (the "**Closing Costs**"): (i) the premium to issue the Title Policy (ii) the cost of the Survey, if any; (iii) the fees for filing the Deed and Project Easements; (iv) the cost of any

applicable real estate transfer tax or conveyance fee, if any; (v) the cost of the title examination for the Property and the fee for issuance of the Title Commitment; and (vi) the escrow fee. Buyer shall deposit any amounts needed to satisfy the Closing Costs with the Escrow Agent on or prior to the Closing Date.

9. Preconditions to Closing. All of Buyer's obligations to Closing are conditioned on the following (the "**Preconditions to Closing**"):

- (a) Satisfaction of the title and Survey conditions as set forth in Section 4;
- (b) Satisfaction of the inspection conditions as set forth in Section 5;
- (c) Completion of the City's obligations in Section 6(a) to the extent required by Buyer prior to or at Closing;
- (d) The representations and warranties of City set forth in this Agreement shall be true and correct on the Closing Date;
- (e) Passage of a resolution by the Board of Trustees of Buyer authorizing the transactions contemplated by this Agreement;
- (f) As contemplated by Section 3, the filing by City of any required subdivision plat, to legally constitute the Property as a separate conveyable tax parcel and permit its conveyance to Buyer.

Unless the Preconditions to Closing are satisfied or have been waived in writing by Buyer no later than _____, this Agreement shall terminate upon written notice by Buyer to City and the Escrow Agent, and following such notice, neither Party shall have any further liability to the other as expressly provided in this Agreement.

10. Preconditions to Construction of Facility. The following are the preconditions to the commencement of construction of the Facility by Buyer (collectively, the "**Preconditions to Construction**"):

- (a) City, in cooperation with Buyer, and subject to the laws of the City of Parma Heights and the State of Ohio, shall ensure that the Property is zoned in compliance with the construction and operation of the Facility; and
- (b) Creation and recording of mutually agreeable easements and rights of way for any required utilities and ingress/egress affecting the Property including, but not limited to, the Project Easements and as provided in this Agreement.
- (c) Receipt of final site plan approvals and issuance of all other necessary permits and approvals.

Subject to funds availability and subject to Force Majeure events, Buyer shall commence construction within a reasonable time after closing and receiving written permits for the construction of the Facility, such reasonable time not to exceed six (6) months from the date the City grants a conditional use approval for the project.

11. Signage. City will ensure that Buyer's is permitted Buyer's standard signage for the Property at Pearl Road and access roads thereto with Buyer approved visibility to Pearl Road such as exits and entrances. City specifically authorizes Buyer to install an LED sign on Pearl Road in front of the access roads to the Facility provided the same otherwise meets all city laws, codes and ordinances and Buyer obtains proper City approvals. City and Buyer will work together in good faith to determine whether Buyer's LED sign can be accommodated effectively with adequate exposure by co-locating with City's LED sign.

12. Compliance. Buyer agrees to comply with all applicable federal, state and local laws, regulations and ordinances in connection with the construction of the Facility (subject to any variances granted by City), and the use, operation and maintenance thereof and otherwise in connection with the performance of their rights, duties and obligations pursuant to this Agreement. City agrees to cooperate with and support the Buyer's efforts to obtain all requisite permits and approvals in connection with the development and construction of the Facility.

13. City's Representations and Warranties. City represents, warrants and agrees that:

(a) It is a municipal corporation in full force and effect under the Constitution and laws of the State of Ohio.

(b) This Agreement is a valid and binding instrument enforceable against City in accordance with its terms.

(c) To the best of City's knowledge, it is not in violation of or in conflict with any provision of the laws of the State of Ohio which would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement.

(d) City has and will have full power and authority (i) to execute, deliver, observe and perform this Agreement, and (ii) to enter into, observe and perform the transactions contemplated in this Agreement.

(e) City is the sole owner of the Property, free and clear of all liens, claims, encumbrances, restrictive environmental covenants (including any institutional controls or restrictions on the use of the Property), and rights of others except for the Permitted Encumbrances, and will convey same to Buyer subject only to the Permitted Encumbrances. No party is in possession of the Property or any portion thereof, whether as a lessee or tenant at sufferance. There is no option to purchase, right of first refusal to purchase or agreement for the sale and purchase of the Property or any portion thereof to any person or entity, except for this Agreement.

(f) There is no action, suit, investigation, or proceeding pending, or to the knowledge of City, threatened against the Property or any portion thereof, in any court or by any federal, state, county or municipal department, commission, board, agency, or other governmental instrumentality.

(g) No unpaid improvements which might ripen into and form the basis of a mechanics' lien have been or will be made to the Property prior to the Closing Date.

All representations and warranties of City shall survive the execution and delivery of this Agreement.

14. Buyer Representations and Warranties. Buyer represents, warrants and agrees that:

(a) Buyer is a political subdivision in full force and effect under the Constitution and laws of the State of Ohio.

(b) This Agreement will be a valid and binding instrument enforceable against Buyer in accordance with its terms.

(c) Buyer is not in violation of or in conflict with any provision of the laws of the State of Ohio which would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement.

(d) Buyer has and will have full power and authority (i) to execute, deliver, observe and perform this Agreement, and (ii) to enter into, observe and perform the transactions contemplated in this Agreement.

All representations and warranties of Buyer shall survive the execution and delivery of this Agreement.

15. Events of Default; Remedies.

(a) Except as otherwise provided in this Agreement, in the event of breach of any terms or conditions of this Agreement by any Party, such Party shall, upon written notice from the other Party, proceed promptly to cure or remedy such breach, and, in any event, shall accomplish such cure or remedy within thirty days after receipt of such notice (or if such default is other than payment of money and is not amenable to cure within thirty days, shall commence to cure the default within thirty (30) days and thereafter diligently continue such cure to completion), unless such default is one that would harm the non-defaulting Party if the defaulting Party were allowed thirty (30) days to cure. In case such action is not taken within such time or in such manner, or the default or breach shall not be cured or remedied within such time, then the Party asserting breach may institute such proceedings at law or in equity as may be necessary or desirable in its opinion to remedy such breach.

(b) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided, or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to a Party by reason of the violation of any of the other Party's obligations hereunder. Forbearance by a party to enforce one or more of the remedies herein provided upon the occurrence of an event of default shall not be construed to constitute a waiver of such default.

(c) Except as otherwise provided herein, neither Party shall be considered in default of its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault, including but not limited to, acts of God or of the public enemy, acts of terrorism, acts of the Federal or state government, acts or delays of the other Party, fires, floods, unusually severe weather, epidemics, freight

embargoes, unavailability of materials, strikes, or delays of contractors, subcontractors or materialmen due to any of such causes; but not including lack of financing or financial capacity by City or Buyer (collectively, “**Force Majeure**”), it being the purpose and intent of this paragraph that in the event of the occurrence of any such delay, the time or times for performance of such obligations shall be extended for the period of the delay; provided, however, that the Party seeking the benefit of the provisions of this paragraph shall within fourteen (14) days after the beginning of such delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof, or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Party in writing of the duration of the delay.

16. Miscellaneous.

(a) No Personal Liability. No covenant, obligation or agreement of any Party contained in this Agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer or employee of City or Buyer. No officer or employee of either City or Buyer, including, but not limited to, the members of the City Council of City, any City official, the members of the Board of Trustees of Buyer or any employee of Buyer, shall be liable personally by reason of the covenants, obligations or agreements of either City or Buyer contained in this Agreement.

(b) Notices. All notices, requests, demands and other communications between the Parties required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and (i) deposited in the United States Mail by registered or certified mail, postage pre-paid, or (ii) sent by any nationally recognized courier delivery service, and addressed as follows:

If to City:

ATTN: Law Director
City of Parma Heights
6281 Pearl Road
Parma Heights, Ohio 44130

If to Buyer:

Cuyahoga County Public Library
2111 Snow Road
Parma, Ohio 44134
Attn: Operations Director/Fiscal Officer

With a copy to:

Brian J. Moore, Attorney
Roetzel & Andress
900 One Cleveland Center
1375 East Ninth Street
Cleveland, Ohio 44114

(c) Entire Agreement. All negotiations, representations and understandings between the Parties as to the subject of this Agreement are incorporated herein and may be modified or altered only by an agreement in writing signed by the Parties.

(d) Captions. The captions and headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement and are in no way to be construed as a part of this Agreement.

(e) Governing Law. This Agreement shall be governed exclusively by, and construed in accordance with, the laws of the State of Ohio.

(f) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon City, Buyer and their respective successors and assigns.

(g) Severability. If any provision in this Agreement or any portion thereof shall be invalid or unenforceable for any reason, such invalidity or lack of enforceability shall not affect the validity or enforceability of any provision or portion thereof.

(h) Time of Essence. Time is of the essence in the performance of each of the duties and obligations of the Parties hereunder.

(i) Public Announcements. The parties agree to coordinate all public announcements concerning the purchase and sale hereby evidenced and the commencement of construction of the Library upon the Property.

(j) Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, City and Buyer have caused this Agreement to be executed as of the Effective Date.

[signatures on next page]

CITY OF PARMA HEIGHTS, OHIO

By: _____

Print Name: _____

Its: _____

Date: _____

Approved as to form by the City Law Director
of City of Parma Heights, Ohio

Print Name: Mark A. Schneider

Date: _____

CUYAHOGA COUNTY PUBLIC LIBRARY

By: _____

Print Name: _____

Its: _____

Date: _____

**EXHIBIT A-1
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2.8713 ACRES

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of a tract conveyed to City of Parma Heights (Grantor) by Deed Book Volume 9025, Page 312, Deed Book Volume 9044, Page 532, Deed Book Volume 8426, Page 666, Deed Book Volume 7667, Page 158, Deed Book Volume 9017, Page 178, Deed Book Volume 9717, Page 122, and Deed Book Volume 13687, Page 769 of said county records and bounded and described as follows:

COMMENCING at a monument box (found; empty) on the centerline of Pearl Road (U.S. 42; width varies), the south east corner of a parcel conveyed to Yorktown Corporation by known document, said point being referenced by centerline intersection of said Pearl Road (U.S. 42) and Ackley Boulevard (80 feet wide) North 41 degrees 50 minutes 04 seconds East, a distance of 290.84 feet; thence with the east line of said Yorktown Corporation parcel, North 0 degrees 21 minutes 55 seconds East a distance of 33.51 feet to a mag nail (set); thence with the east line of said Yorktown Corporation and a parcel conveyed to the City of Parma Heights by Instrument 201410020575, North 54 degrees 31 minutes 18 seconds West, passing over a 5/8 inch rebar with cap "GPD" (set) at 10.87 feet, a 5/8 inch rebar with cap "GPD" (set) at 27.97 feet, a total distance of 884.64 feet to a 5/8 inch rebar with cap "GPD" set; thence continuing with the east line of said City of Parma Heights (Inst. 201410020575), North 0 degrees 14 minutes 16 seconds East, a distance of 388.22 feet to a 5/8 inch rebar with cap "GPD" set on the south line of a parcel conveyed to City of Parma Heights by Deed Book Volume 42275, Page 50; thence with the south line of said City of Parma Heights (Deed Book Volume 42275, Page 50) and the south line of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", North 89 degrees 55 minutes 06 seconds East, passing a 5/8 inch rebar (found) at the southeast corner of Notabene Drive right of way (60 feet wide) at 248.71 feet, a total distance of 275.61 feet to a 5/8 inch rebar with cap "GPD" (set) being the **POINT OF BEGINNING** of the parcel herein described;

1. Thence continuing on the south line said unrecorded subdivision, **North 89 degrees 55 minutes 06 seconds East**, passing a 5/8 rebar (found) at 285.86 feet, a total distance of **327.33 feet** to a 3/4 inch rebar (found) at the southeast corner of a parcel conveyed to Jeffrey P. Yoby and Lisa L. Yoby by Instrument Number 200504290643 and the southwest corner of a parcel conveyed to Mehrabkhani Negar by Instrument Number 202205090151;

Thence with new lines through the Grantor's lands, the following ten (10) courses:

2. **South 42 degrees 08 minutes 38 seconds West** a distance of **229.92 feet** to a mag nail (set);

3. **South 18 degrees 22 minutes 17 seconds East**, a distance of **137.90 feet** to a mag nail (set);

4. **South 58 degrees 49 minutes 48 seconds West**, a distance of **86.55 feet** to a mag nail (set);

5. **South 73 degrees 26 minutes 51 seconds West**, a distance of **212.44 feet** to a 5/8 inch rebar with cap "GPD" (set);

6. **North 16 degrees 48 minutes 21 seconds West**, a distance of **226.00 feet** to a mag nail (set);

7. **South 72 degrees 14 minutes 40 seconds West**, a distance of **27.10 feet** to a mag nail (set);

8. **North 10 degrees 18 minutes 48 seconds West**, a distance of **84.10 feet** to a mag nail (set);

9. **North 11 degrees 53 minutes 01 seconds East**, a distance of **38.54 feet** to a mag nail (set);

10. **North 37 degrees 45 minutes 55 seconds East** a distance of **45.21 feet** to a mag nail (set);

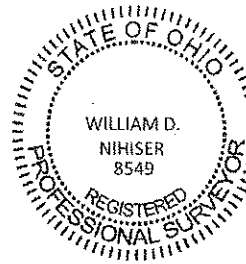
11. **North 72 degrees 20 minutes 52 seconds East** a distance of **138.28 feet** to the **POINT OF BEGINING**, containing 2.8713 acres, of which the present road occupies 0.0000 acres, and being part of Cuyahoga County Auditor's Parcel Numbers 471-17-027, 471-17-025, and 471-17-023.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

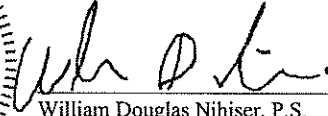
EXHIBIT A-1
PAGE 2 OF 2

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in April 2024.



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



07/22/2024

William Douglas Nihiser, P.S.
Ohio Professional Surveyor No. 8549

BASIS OF BEARING:
 ALL BEARINGS AND DISTANCES ARE TO BE TAKEN FROM THE CENTERLINE OF THE DRIVE OR ROAD UNLESS OTHERWISE NOTED.

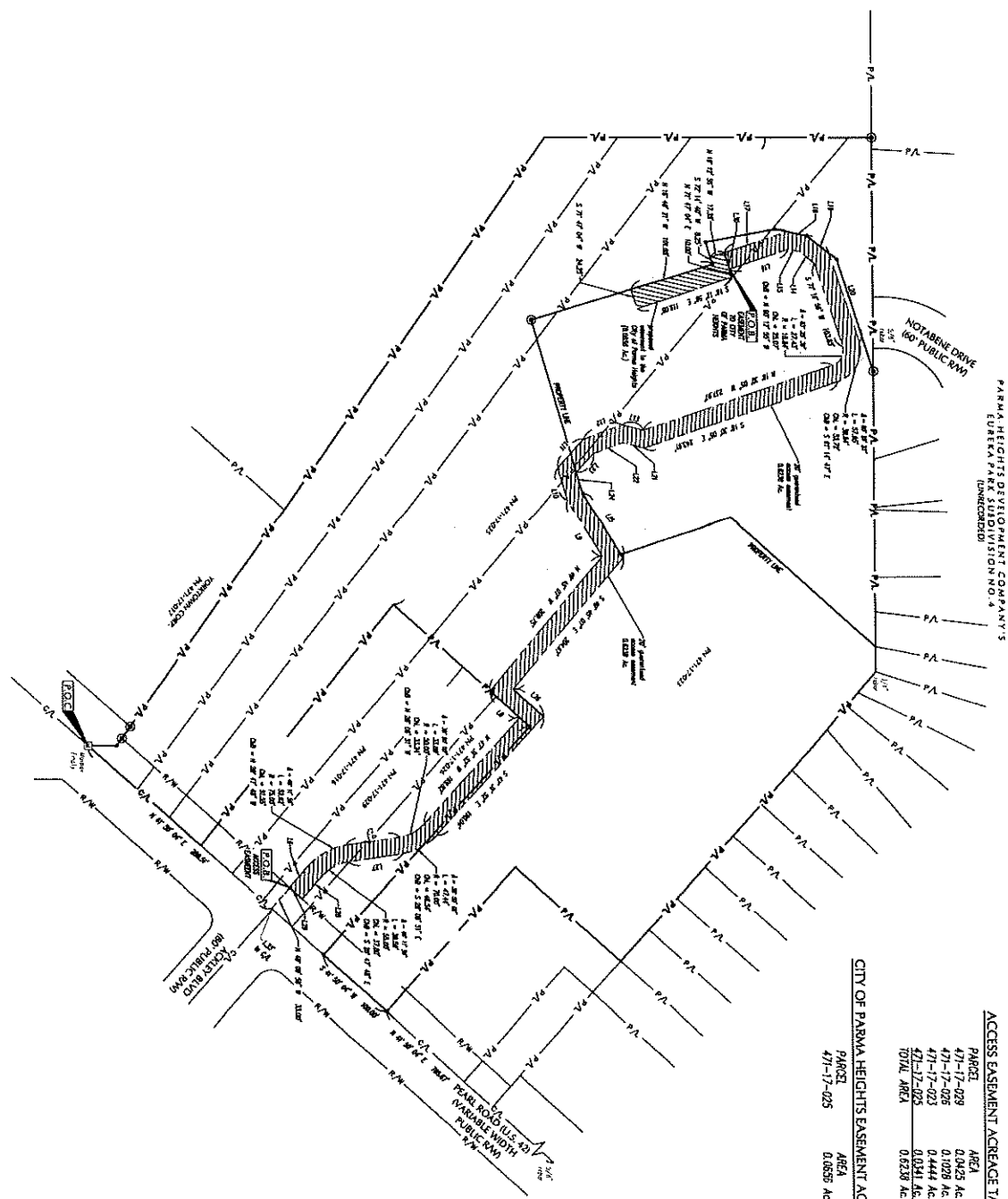


EXHIBIT A-2

EASEMENT DETAIL

EASEMENT LINE TABLE

LINE	START	END	BEARING	DISTANCE
1	100	101	N 89° 59' 57" W	1.00
2	101	102	S 89° 59' 57" E	1.00
3	102	103	N 89° 59' 57" W	1.00
4	103	104	S 89° 59' 57" E	1.00
5	104	105	N 89° 59' 57" W	1.00
6	105	106	S 89° 59' 57" E	1.00
7	106	107	N 89° 59' 57" W	1.00
8	107	108	S 89° 59' 57" E	1.00
9	108	109	N 89° 59' 57" W	1.00
10	109	110	S 89° 59' 57" E	1.00
11	110	111	N 89° 59' 57" W	1.00
12	111	112	S 89° 59' 57" E	1.00
13	112	113	N 89° 59' 57" W	1.00
14	113	114	S 89° 59' 57" E	1.00
15	114	115	N 89° 59' 57" W	1.00
16	115	116	S 89° 59' 57" E	1.00
17	116	117	N 89° 59' 57" W	1.00
18	117	118	S 89° 59' 57" E	1.00
19	118	119	N 89° 59' 57" W	1.00
20	119	120	S 89° 59' 57" E	1.00
21	120	121	N 89° 59' 57" W	1.00
22	121	122	S 89° 59' 57" E	1.00
23	122	123	N 89° 59' 57" W	1.00
24	123	124	S 89° 59' 57" E	1.00
25	124	125	N 89° 59' 57" W	1.00
26	125	126	S 89° 59' 57" E	1.00
27	126	127	N 89° 59' 57" W	1.00
28	127	128	S 89° 59' 57" E	1.00
29	128	129	N 89° 59' 57" W	1.00
30	129	130	S 89° 59' 57" E	1.00
31	130	131	N 89° 59' 57" W	1.00
32	131	132	S 89° 59' 57" E	1.00
33	132	133	N 89° 59' 57" W	1.00
34	133	134	S 89° 59' 57" E	1.00
35	134	135	N 89° 59' 57" W	1.00
36	135	136	S 89° 59' 57" E	1.00
37	136	137	N 89° 59' 57" W	1.00
38	137	138	S 89° 59' 57" E	1.00
39	138	139	N 89° 59' 57" W	1.00
40	139	140	S 89° 59' 57" E	1.00
41	140	141	N 89° 59' 57" W	1.00
42	141	142	S 89° 59' 57" E	1.00
43	142	143	N 89° 59' 57" W	1.00
44	143	144	S 89° 59' 57" E	1.00
45	144	145	N 89° 59' 57" W	1.00
46	145	146	S 89° 59' 57" E	1.00
47	146	147	N 89° 59' 57" W	1.00
48	147	148	S 89° 59' 57" E	1.00
49	148	149	N 89° 59' 57" W	1.00
50	149	150	S 89° 59' 57" E	1.00
51	150	151	N 89° 59' 57" W	1.00
52	151	152	S 89° 59' 57" E	1.00
53	152	153	N 89° 59' 57" W	1.00
54	153	154	S 89° 59' 57" E	1.00
55	154	155	N 89° 59' 57" W	1.00
56	155	156	S 89° 59' 57" E	1.00
57	156	157	N 89° 59' 57" W	1.00
58	157	158	S 89° 59' 57" E	1.00
59	158	159	N 89° 59' 57" W	1.00
60	159	160	S 89° 59' 57" E	1.00
61	160	161	N 89° 59' 57" W	1.00
62	161	162	S 89° 59' 57" E	1.00
63	162	163	N 89° 59' 57" W	1.00
64	163	164	S 89° 59' 57" E	1.00
65	164	165	N 89° 59' 57" W	1.00
66	165	166	S 89° 59' 57" E	1.00
67	166	167	N 89° 59' 57" W	1.00
68	167	168	S 89° 59' 57" E	1.00
69	168	169	N 89° 59' 57" W	1.00
70	169	170	S 89° 59' 57" E	1.00
71	170	171	N 89° 59' 57" W	1.00
72	171	172	S 89° 59' 57" E	1.00
73	172	173	N 89° 59' 57" W	1.00
74	173	174	S 89° 59' 57" E	1.00
75	174	175	N 89° 59' 57" W	1.00
76	175	176	S 89° 59' 57" E	1.00
77	176	177	N 89° 59' 57" W	1.00
78	177	178	S 89° 59' 57" E	1.00
79	178	179	N 89° 59' 57" W	1.00
80	179	180	S 89° 59' 57" E	1.00
81	180	181	N 89° 59' 57" W	1.00
82	181	182	S 89° 59' 57" E	1.00
83	182	183	N 89° 59' 57" W	1.00
84	183	184	S 89° 59' 57" E	1.00
85	184	185	N 89° 59' 57" W	1.00
86	185	186	S 89° 59' 57" E	1.00
87	186	187	N 89° 59' 57" W	1.00
88	187	188	S 89° 59' 57" E	1.00
89	188	189	N 89° 59' 57" W	1.00
90	189	190	S 89° 59' 57" E	1.00
91	190	191	N 89° 59' 57" W	1.00
92	191	192	S 89° 59' 57" E	1.00
93	192	193	N 89° 59' 57" W	1.00
94	193	194	S 89° 59' 57" E	1.00
95	194	195	N 89° 59' 57" W	1.00
96	195	196	S 89° 59' 57" E	1.00
97	196	197	N 89° 59' 57" W	1.00
98	197	198	S 89° 59' 57" E	1.00
99	198	199	N 89° 59' 57" W	1.00
100	199	200	S 89° 59' 57" E	1.00



ACCESS EASEMENT ACREAGE TABLE

PARCEL	AREA
471-17-029	0.0425 Ac.
471-17-028	0.1029 Ac.
471-17-023	0.4444 Ac.
471-17-025	0.0341 Ac.
TOTAL AREA	0.6239 Ac.

CITY OF PARMA HEIGHTS EASEMENT ACREAGE TABLE

PARCEL	AREA
471-17-025	0.0630 Ac.

C.C.P.L.
 6200 PEARL ROAD,
 PARMA HEIGHTS, OHIO 44130

202310701
 202310701

2 OF 2

REV	DATE	DESCRIPTION



EASEMENT DETAIL

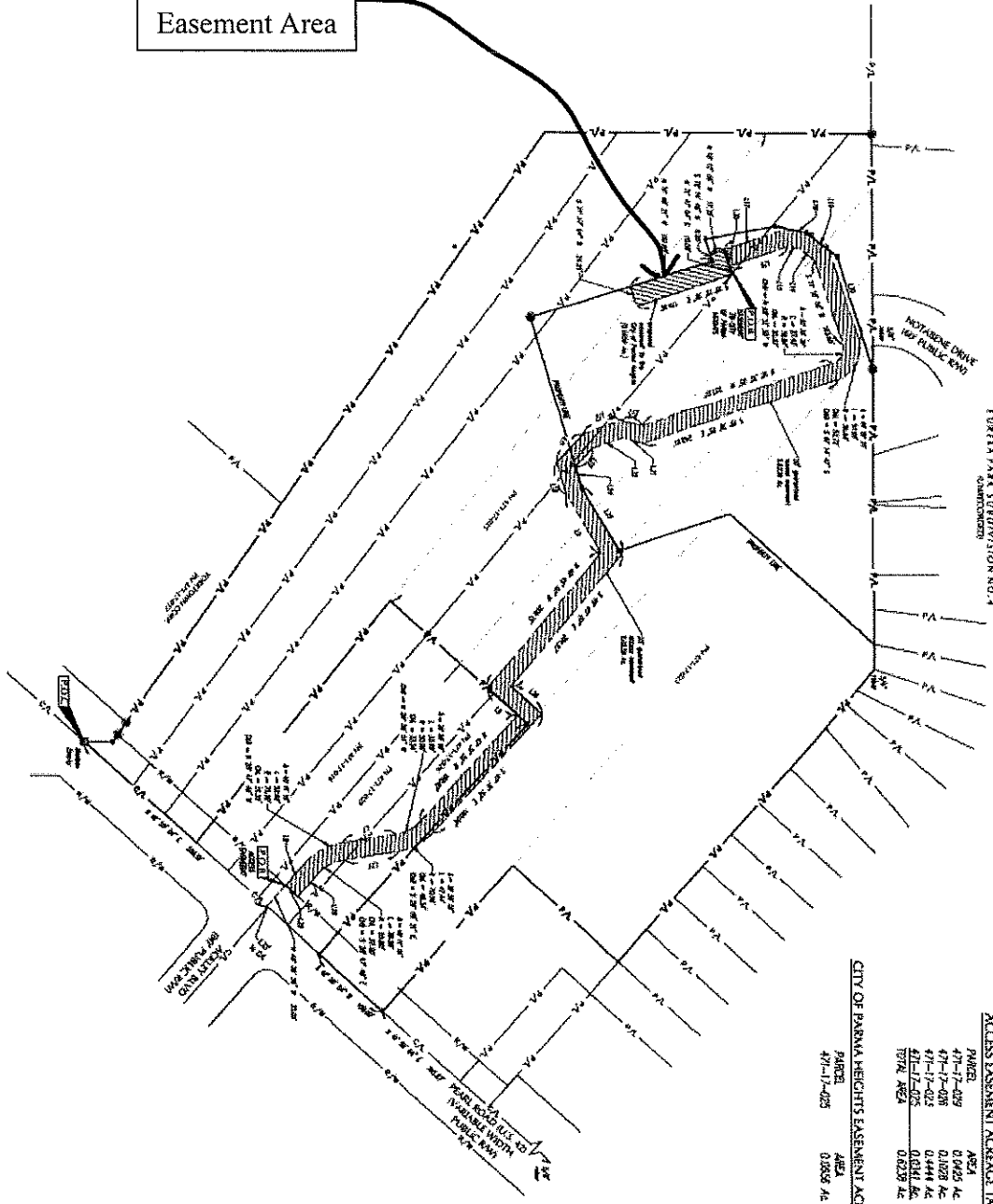


BASIS OF BEARING:
TRUE NORTH
MAGNETIC NORTH
DIFFERENCE
DATE OF SURVEY: 09/20/2017

EASEMENT LINE TABLE

LINE	BEARING	DIST.
1	S 89° 58' 00" W	1.0000
2	S 89° 58' 00" W	1.0000
3	S 89° 58' 00" W	1.0000
4	S 89° 58' 00" W	1.0000
5	S 89° 58' 00" W	1.0000
6	S 89° 58' 00" W	1.0000
7	S 89° 58' 00" W	1.0000
8	S 89° 58' 00" W	1.0000
9	S 89° 58' 00" W	1.0000
10	S 89° 58' 00" W	1.0000
11	S 89° 58' 00" W	1.0000
12	S 89° 58' 00" W	1.0000
13	S 89° 58' 00" W	1.0000
14	S 89° 58' 00" W	1.0000
15	S 89° 58' 00" W	1.0000
16	S 89° 58' 00" W	1.0000
17	S 89° 58' 00" W	1.0000
18	S 89° 58' 00" W	1.0000
19	S 89° 58' 00" W	1.0000
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25	S 89° 58' 00" W	1.0000
26	S 89° 58' 00" W	1.0000
27	S 89° 58' 00" W	1.0000
28	S 89° 58' 00" W	1.0000
29	S 89° 58' 00" W	1.0000
30	S 89° 58' 00" W	1.0000
31	S 89° 58' 00" W	1.0000
32	S 89° 58' 00" W	1.0000
33	S 89° 58' 00" W	1.0000
34	S 89° 58' 00" W	1.0000
35	S 89° 58' 00" W	1.0000
36	S 89° 58' 00" W	1.0000
37	S 89° 58' 00" W	1.0000
38	S 89° 58' 00" W	1.0000
39	S 89° 58' 00" W	1.0000
40	S 89° 58' 00" W	1.0000
41	S 89° 58' 00" W	1.0000
42	S 89° 58' 00" W	1.0000
43	S 89° 58' 00" W	1.0000
44	S 89° 58' 00" W	1.0000
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58	S 89° 58' 00" W	1.0000
59	S 89° 58' 00" W	1.0000
60	S 89° 58' 00" W	1.0000
61	S 89° 58' 00" W	1.0000
62	S 89° 58' 00" W	1.0000
63	S 89° 58' 00" W	1.0000
64	S 89° 58' 00" W	1.0000
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73	S 89° 58' 00" W	1.0000
74	S 89° 58' 00" W	1.0000
75	S 89° 58' 00" W	1.0000
76	S 89° 58' 00" W	1.0000
77	S 89° 58' 00" W	1.0000
78	S 89° 58' 00" W	1.0000
79	S 89° 58' 00" W	1.0000
80	S 89° 58' 00" W	1.0000
81	S 89° 58' 00" W	1.0000
82	S 89° 58' 00" W	1.0000
83	S 89° 58' 00" W	1.0000
84	S 89° 58' 00" W	1.0000
85	S 89° 58' 00" W	1.0000
86	S 89° 58' 00" W	1.0000
87	S 89° 58' 00" W	1.0000
88	S 89° 58' 00" W	1.0000
89	S 89° 58' 00" W	1.0000
90	S 89° 58' 00" W	1.0000
91	S 89° 58' 00" W	1.0000
92	S 89° 58' 00" W	1.0000
93	S 89° 58' 00" W	1.0000
94	S 89° 58' 00" W	1.0000
95	S 89° 58' 00" W	1.0000
96	S 89° 58' 00" W	1.0000
97	S 89° 58' 00" W	1.0000
98	S 89° 58' 00" W	1.0000
99	S 89° 58' 00" W	1.0000
100	S 89° 58' 00" W	1.0000

Cell Tower
Easement Area



ACCESS EASEMENT ACREAGE TABLE

PARCEL	AREA
471-17-019	0.0425 AC
471-17-020	0.1028 AC
471-17-021	0.4444 AC
471-17-022	0.0341 AC
179L AREA	0.8237 AC

CITY OF PARMA HEIGHTS EASEMENT ACREAGE TABLE

PARCEL	AREA
471-17-025	0.2669 AC

REV.	DATE	DESCRIPTION



**EXHIBIT A-3
PAGE 2 OF 3**

Page 1 of 2

**EASEMENT
0.0656 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of a tract conveyed to City of Parma Heights (Grantor) by Deed Book Volume 9025, Page 312, Deed Book Volume 9044, Page 532, Deed Book Volume 8426, Page 666, Deed Book Volume 7667, Page 158, Deed Book Volume 9017, Page 178, Deed Book Volume 9717, Page 122, Deed Book Volume 13687, Page 769, Deed Book Volume 12196, Page 311, and Deed Book Volume 14428, Page 101 of said county records and bounded and described as follows:

COMMENCING at a monument box (found; empty) on the centerline of Pearl Road (U.S. 42; width varies), and the south east corner of a parcel conveyed to Yorktown Corporation by unknown document; thence on the centerline of said Pearl Road (U.S. 42), North 41 degrees 50 minutes 04 seconds East, a distance of 289.51 feet to a point being referenced by the centerline intersection of said Pearl Road and Ackley Boulevard (80 feet) North 41 degrees 50 minutes 04 seconds East, a distance of 1.33 feet; thence North 48 degrees 09 minutes 56 seconds West a distance of 33.00 feet to a point on the west right of way line of said Pearl Road; thence North 48 degrees 53 minutes 46 seconds West a distance of 33.66 feet to a point; thence Northwesterly, on a curve deflecting to the right, having a central angle of 40 degrees 11 minutes 56 seconds, a radius of 75.00 feet, an arc distance of 52.62 feet and a chord that bears North 28 degrees 47 minutes 48 seconds West, a distance of 51.55 feet to a point; thence North 8 degrees 41 minutes 50 seconds West, a distance of 64.34 feet to a point; thence Northwesterly, on a curve deflecting to the left, having a central angle of 38 degrees 50 minutes 02 seconds, a radius of 50.00 feet, an arc distance of 33.89 feet and a chord that bears North 28 degrees 06 minutes 51 seconds West, a distance of 33.24 feet to a point; thence North 47 degrees 31 minutes 52 seconds West, a distance of 169.82 feet to a point; thence South 41 degrees 50 minutes 04 seconds West, a distance of 47.60 feet to a point; thence North 49 degrees 45 minutes 07 seconds West, a distance of 209.75 feet to a point; thence South 58 degrees 49 minutes 48 seconds West a distance of 79.65 feet to a point; thence South 73 degrees 26 minutes 51 seconds West a distance of 40.13 feet to a point; thence North 47 degrees 04 minutes 12 seconds West, a distance of 46.14 feet to a point; thence North 19 degrees 56 minutes 19 seconds West, a distance of 48.44 feet to a point; thence North 14 degrees 32 minutes 38 seconds East, a distance of 26.08 feet to a point; thence North 18 degrees 30 minutes 05 seconds West, a distance of 237.97 feet to a point; thence Northwesterly, on a curve deflecting to the left, having a central angle of 83 degrees 25 minutes 39 seconds, a radius of 18.84 feet, an arc distance of 27.43 feet and a chord that bears North 60 degrees 12 minutes 55 seconds West, a distance of 25.07 feet to a point; thence South 71 degrees 16 minutes 56 seconds West, a distance of 103.65 feet to a point; thence South 37 degrees 45 minutes 55 seconds West, a distance of 22.51 feet to a point; thence South 11 degrees 53 minutes 01 seconds West, a distance of 14.04 feet to a point; thence South 18 degrees 12 minutes 56 seconds East, a distance of 73.29 feet to a point; thence North 14 degrees 32 minutes 38 seconds East, a distance of 26.08 feet to a point being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following five (5) courses:

1. **North 71 degrees 47 minutes 04 seconds East**, a distance of **10.00 feet** to a point;
 2. **South 18 degrees 12 minutes 56 seconds East**, a distance of **119.06 feet** to a point;
 3. **South 71 degrees 47 minutes 04 seconds West**, a distance of **24.25 feet** to a point;
 4. **North 16 degrees 48 minutes 21 seconds West**, a distance of **101.68 feet** to a point;
 5. **South 72 degrees 14 minutes 04 seconds West**, a distance of **8.25 feet** to a point;
 6. **North 18 degrees 12 minutes 56 seconds West**, a distance of **17.35 feet** to a point
5. **North 71 degrees 47 minutes 04 seconds East**, a distance of **20.00 feet** to the **POINT OF BEGINNING**, containing 0.0656 acres, and being part of Cuyahoga County Auditor's Parcel Numbers 471-17-025.

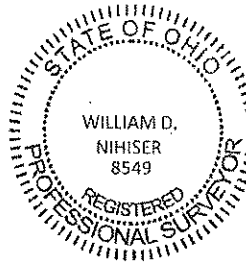
The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

EXHIBIT A-3
PAGE 3 OF 3

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in May 2024.

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





07/22/2024
William Douglas Nihiser, P.S.
Ohio Professional Surveyor No. 8549

EXHIBIT A-4
PAGE 1 OF 4



GPD GROUP
Blair, Pyle, Schuman, Burns & DiStefano, Inc.
520 South Main Street, Suite 2011
Akron, OH 44311
330.372.2100 Fax 330.572.2191
Copyright: Blair, Pyle, Schuman, Burns & DiStefano, Inc. 2024

CITY OF
PARMA HEIGHTS
6200 PEARL ROAD
PARMA HEIGHTS, OHIO

Referenced Drawing: 2023107.01
ADD / PR / AST / RFL #: #
Date: 07/17/2024
Sketch #: 1 of 2

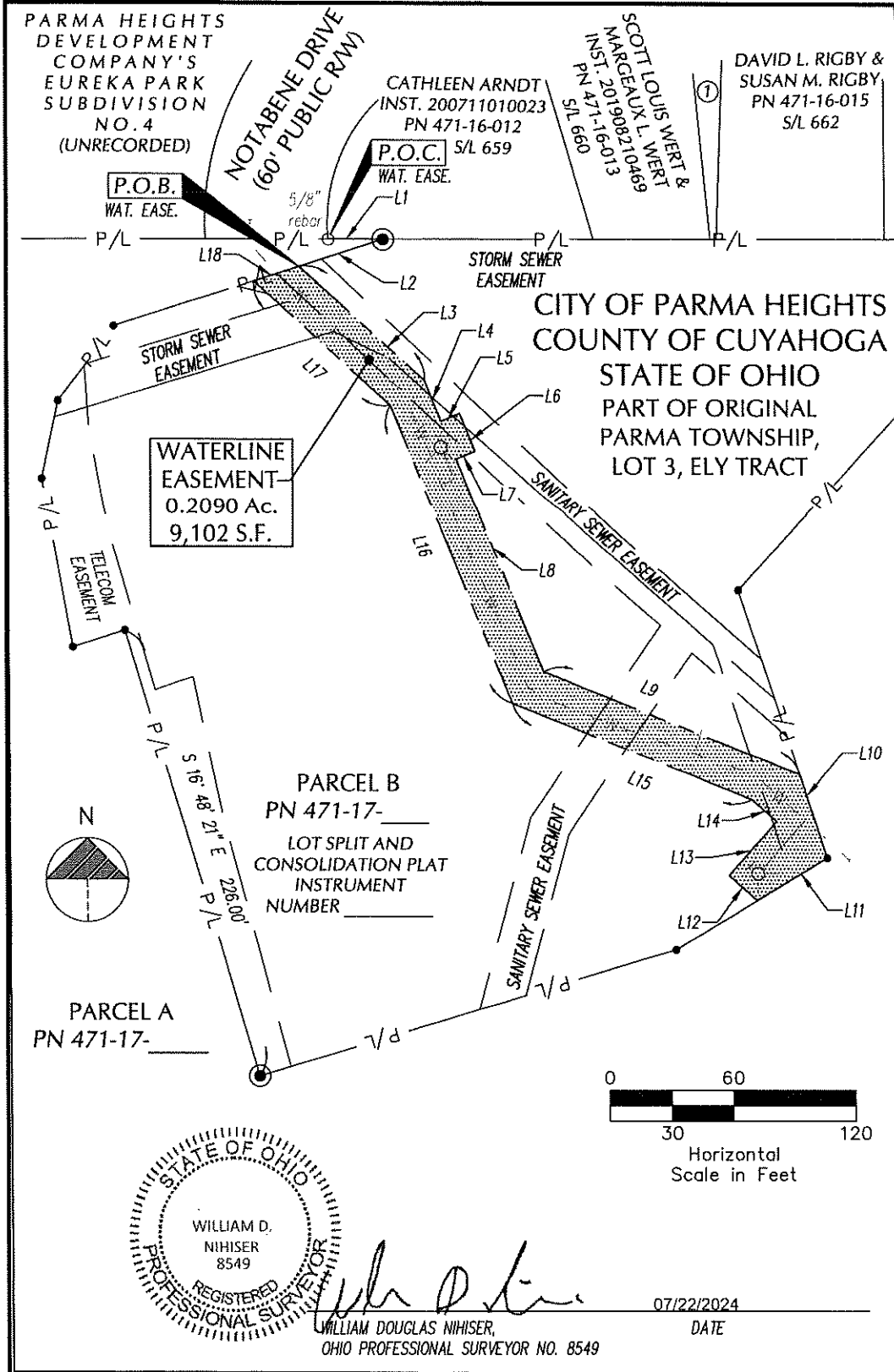


EXHIBIT A-4
PAGE 2 OF 4



GPD GROUP*
Gleason, Pyle, Schwaner, Burns & DeLavenne, Inc.
1335 South 74th Street, Suite 2551
Akron, OH 44321
330.572.2100 Fax 330.572.2101
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CITY OF
PARMA HEIGHTS
6200 PEARL ROAD
PARMA HEIGHTS, OHIO

Referenced Drawing: 2023107.01
Date: 07/17/2024

ADD / PR / ASI / RFI #: #
Sketch #: 2 of 2

EASEMENT LINE TABLE

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	43.22	S 72° 20' 52" W
L3	82.18	S 48° 18' 04" E
L4	21.09	S 22° 13' 48" E
L5	10.00	N 67° 46' 12" E
L6	20.00	S 22° 13' 48" E
L7	10.00	S 67° 46' 12" W
L8	112.57	S 22° 13' 48" E
L9	134.40	S 68° 04' 52" E
L10	42.89	S 18° 22' 17" E
L11	40.21	S 58° 49' 48" W
L12	18.34	N 48° 37' 07" W
L13	35.21	N 41° 22' 53" E
L14	16.21	N 48° 02' 10" W
L15	125.65	N 68° 04' 52" W
L16	157.49	N 22° 13' 48" W
L17	89.40	N 48° 18' 04" W
L18	23.25	N 72° 20' 52" E

LEGEND:

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊗ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- Ⓜ EXISTING MONUMENT BOX FOUND AS NOTED
- 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL found
- ⊗ EXISTING WATER METER
- ⊗ EXISTING HYDRANT
- ⊗ EXISTING WATER VALVE
- W - EXISTING UNDERGROUND WATER LINE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARING:

STATE PLANE GRID NORTH, NAD 83 (2011),
OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK

**EXHIBIT A-4
PAGE 3 OF 4**

Page 1 of 2

**WATER LINE EASEMENT
0.2090 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number _____ as conveyed to City of Parma Heights (Grantor) by Instrument Number _____, of said county records and bounded and described as follows:

COMMENCING at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B; thence South 72 degrees 20 minutes 52 seconds West, on the north line of said Parcel "B" a distance of 43.22 feet to a point and being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following seven (7) courses:

1. **South 48 degrees 18 minutes 04 seconds East**, a distance of **82.18 feet** to a point;
2. **South 22 degrees 13 minutes 48 seconds East** a distance of **21.09 feet** to a point;
3. **North 67 degrees 46 minutes 12 seconds East**, a distance of **10.00 feet** to a point;
4. **South 22 degrees 13 minutes 48 seconds East** a distance of **20.00 feet** to a point;
5. **South 67 degrees 46 minutes 12 seconds West**, a distance of **10.00 feet** to a point;
6. **South 22 degrees 13 minutes 48 seconds East** a distance of **112.57 feet** to a point;
7. **South 68 degrees 04 minutes 52 seconds East** a distance of **134.40 feet** to a point to a point on an east line of said Parcel "B" of the Lot Split and Consolidation Plat;
8. **South 18 degrees 22 minutes 17 seconds East**, on an east line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **42.89 feet** to a mag nail (found);
9. **South 58 degrees 49 minutes 48 seconds West**, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **40.21 feet** to a point;

Thence with new lines through the Grantor's lands, the following six (6) courses:

10. **North 48 degrees 37 minutes 07 seconds West**, a distance of **18.34 feet** to a point;
11. **North 41 degrees 22 minutes 53 seconds East**, a distance of **35.21 feet** to a point;
12. **North 48 degrees 02 minutes 10 seconds West**, a distance of **16.21 feet** to a point;
13. **North 68 degrees 04 minutes 52 seconds West**, a distance of **125.65 feet** to a point;
14. **North 22 degrees 13 minutes 48 seconds West**, a distance of **157.49 feet** to a point;
15. **North 48 degrees 18 minutes 04 seconds West**, a distance of **89.40 feet** to a point on a north line of said Parcel "B" of the Lot Split and Consolidation Plat;
16. **North 72 degrees 20 minutes 52 seconds East**, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **23.25 feet** to the **POINT OF BEGINNING**, containing 0.2090 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-_____.

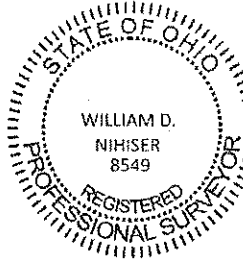
EXHIBIT A-4
PAGE 4 OF 4

Page 2 of 2

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in July 2024.

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



A handwritten signature in black ink, appearing to read "William D. Nihiser".

07/22/2024

William Douglas Nihiser, P.S.
Ohio Professional Surveyor No. 8549

EXHIBIT A-5
PAGE 1 OF 4



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CITY OF
PARMA HEIGHTS
6200 PEARL ROAD
PARMA HEIGHTS, OHIO

Referenced Drawing:
2023107.01
Date:
07/17/2024

ADD / PR / ASI / RFI #:

Sketch #:
1 of 2

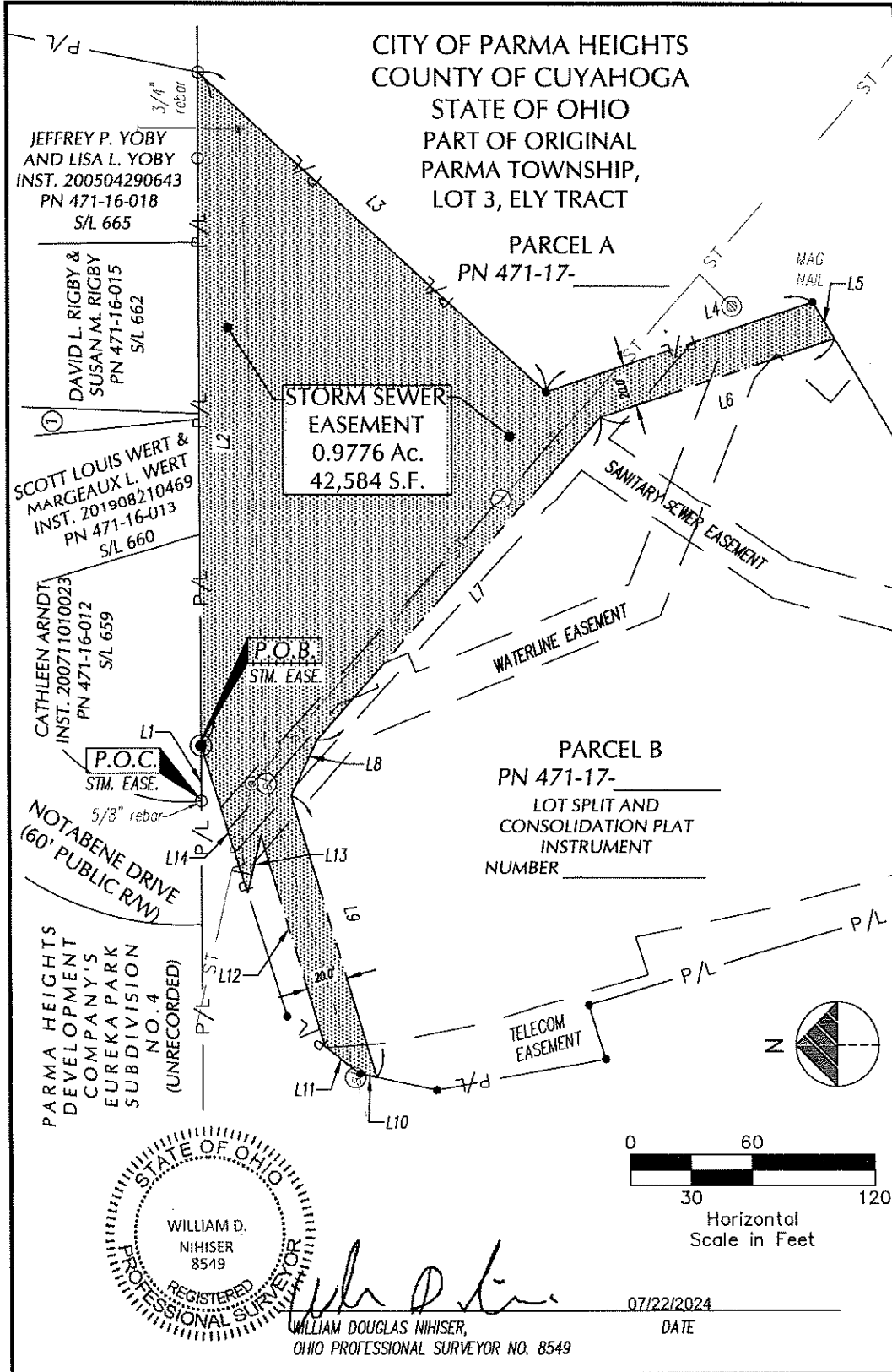


EXHIBIT A-5
PAGE 2 OF 4



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Akron, OH 44311
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CITY OF
PARMA HEIGHTS
6200 PEARL ROAD
PARMA HEIGHTS, OHIO

Referenced Drawing:
2023107.01
Date:
07/17/2024

ADD / PR / ASI / RFI #:

Sketch #:
2 of 2

BASIS OF BEARING:

STATE PLANE GRID NORTH, NAD 83 (2011),
OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK.

EASEMENT LINE TABLE

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	327.33	N 89° 55' 06" E
L3	229.92	S 42° 08' 38" W
L4	137.90	S 18° 22' 17" E
L5	20.51	S 58° 49' 48" W
L6	120.88	N 18° 22' 17" W
L7	210.99	N 48° 32' 28" W
L8	29.87	N 64° 50' 02" W
L9	142.97	S 73° 11' 20" W
L10	8.25	N 11° 53' 01" E
L11	22.02	N 37° 45' 55" E
L12	106.92	N 73° 11' 20" E
L13	28.66	N 76° 43' 52" W
L14	75.05	N 72° 20' 52" E

LEGEND:

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊗ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- Ⓜ EXISTING MONUMENT BOX FOUND AS NOTED
- 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL FOUND
- Ⓢ EXISTING STORM MANHOLE
- Ⓢ EXISTING ROUND CATCH BASIN
- ST - EXISTING UNDERGROUND STORM LINE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- REC RECORD INFORMATION

PARCEL LEGEND

- ① DAVID L. RIGBY AND
SUSAN M. RIGBY
PN 471-16-014
S/L 661

**EXHIBIT A-5
PAGE 3 OF 4**

Page 1 of 2

**STORM SEWER EASEMENT
0.9776 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number _____ as conveyed to City of Parma Heights (Grantor) by Instrument Number _____, of said county records and bounded and described as follows:

COMMENCING at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4", a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B and being the **POINT OF BEGINNING** of the parcel herein described;

1. Thence continuing **North 89 degrees 55 minutes 06 seconds East**, on the south line of said subplot 659, subplot 660, subplot 661, subplot 662, subplot 665 of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" and the north line of said Parcel B, a distance of **327.33 feet** to a 3/4 inch rebar (found) at the southeast corner of subplot 665 and the northeast corner of said Parcel B;

2. **South 42 degrees 08 minutes 38 seconds West**, on an east line of said Parcel B, a distance of **229.92 feet** to a mag nail (found);

3. **South 18 degrees 22 minutes 17 seconds East**, on an east line of said Parcel B, a distance of **137.90 feet** to a mag nail (found);

4. **South 58 degrees 49 minutes 48 seconds West**, on a south line of said Parcel B, a distance of **20.51 feet** to a point;

5. **North 18 degrees 22 minutes 17 seconds West**, through said Parcel B, a distance of **120.88 feet** to a point;

6. **North 48 degrees 32 minutes 28 seconds West**, through said Parcel B, a distance of **210.99 feet** to a point;

7. **North 64 degrees 50 minutes 02 seconds West**, through said Parcel B, a distance of **29.87 feet** to a point;

8. **South 73 degrees 11 minutes 20 seconds West**, through said Parcel B, a distance of **142.97 feet** to a point on a west line of said Parcel "B" of the Lot Split and Consolidation Plat;

9. **North 11 degrees 53 minutes 01 seconds East**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **8.25 feet** to a 5/8 inch "Mag Nail" (found);

10. **North 37 degrees 44 minutes 55 seconds East**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **22.02 feet** to a point;

11. **North 73 degrees 11 minutes 20 seconds East**, through said Parcel B, a distance of **106.92 feet** to a point;

12. **North 76 degrees 43 minutes 52 seconds West**, through said Parcel B, a distance of **28.66 feet** to a point on a north line of said Parcel "B" of the Lot Split and Consolidation Plat;

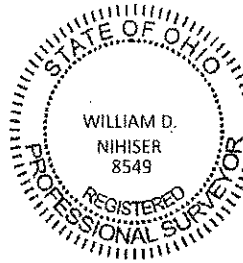
13. **North 72 degrees 20 minutes 52 seconds East**, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **75.05 feet** to the **POINT OF BEGINNING**, containing 0.9776 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-_____.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

EXHIBIT A-5
PAGE 4 OF 4

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in July 2024.



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

A handwritten signature in black ink, appearing to read "William D. Nihiser".

07/22/2024

William Douglas Nihiser, P.S.
Ohio Professional Surveyor No. 8549

EXHIBIT A-6
PAGE 1 OF 4



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CITY OF
PARMA HEIGHTS
6200 PEARL ROAD
PARMA HEIGHTS, OHIO

Referenced Drawing: 2023107.01
ADD / PR / ASI / RFL #: #
Date: 07/17/2024
Sketch #: 1 of 2

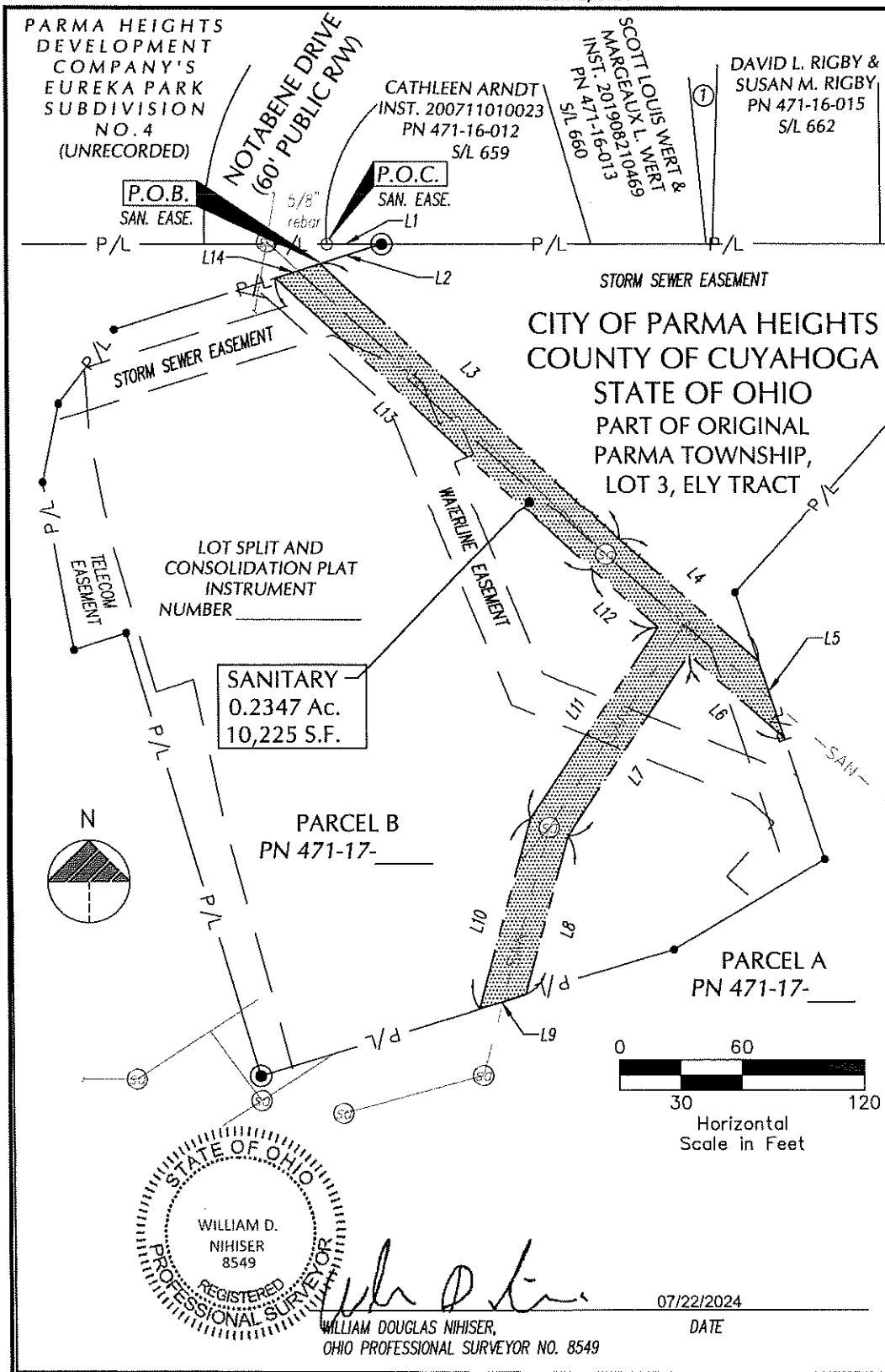


EXHIBIT A-6
PAGE 2 OF 4



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Akron, OH 44311
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CITY OF
PARMA HEIGHTS
6200 PEARL ROAD
PARMA HEIGHTS, OHIO

Referenced Drawing:
2023107.01
Date:
07/17/2024

ADD / PR / ASI / RFI #:

Sketch #:
2 of 2

BASIS OF BEARING:

STATE PLANE GRID NORTH, NAD 83 (2011),
OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK.

EASEMENT LINE TABLE

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	31.63	S 72° 20' 52" W
L3	198.78	S 47° 28' 02" E
L4	90.63	S 48° 35' 23" E
L5	39.74	S 18° 22' 17" E
L6	61.92	N 48° 35' 23" W
L7	107.27	S 34° 02' 51" W
L8	80.70	S 15° 09' 52" W
L9	23.51	S 73° 26' 51" W
L10	96.39	N 15° 09' 52" E
L11	113.18	N 34° 02' 51" E
L12	43.08	N 48° 35' 23" W
L13	210.44	N 47° 28' 02" W
L14	23.05	N 72° 20' 52" E

LEGEND:

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊗ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- Ⓜ EXISTING MONUMENT BOX FOUND AS NOTED
- 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL FOUND
- Ⓢ EXISTING SANITARY MANHOLE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- REC RECORD INFORMATION

**EXHIBIT A-6
PAGE 3 OF 4**

Page 1 of 2

**SANITARY SEWER EASEMENT
0.2347 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number _____ as conveyed to City of Parma Heights (Grantor) by Instrument Number _____, of said county records and bounded and described as follows:

COMMENCING at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B; thence South 72 degrees 20 minutes 52 seconds West, on the north line of said Parcel "B" a distance of 31.63 feet to a point and being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following twelve (12) courses:

1. **South 47 degrees 28 minutes 02 seconds East**, a distance of **198.78 feet** to a point;
2. **South 48 degrees 35 minutes 23 seconds East** a distance of **90.63 feet** to a point on an east line of said Parcel "B" of the Lot Split and Consolidation Plat;
3. **South 18 degrees 22 minutes 17 seconds East**, on an east line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **39.74 feet** to a point;
4. **North 48 degrees 35 minutes 23 seconds West**, a distance of **61.92 feet** to a point;
5. **South 34 degrees 02 minutes 51 seconds West**, a distance of **107.27 feet** to a point;
6. **South 15 degrees 09 minutes 52 seconds West** a distance of **80.70 feet** to a point on a south line of said Parcel "B" of the Lot Split and Consolidation Plat;
7. **South 73 degrees 26 minutes 51 seconds West**, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **23.51 feet** to a point;
8. **North 15 degrees 09 minutes 52 seconds East**, a distance of **96.39 feet** to point;
9. **North 34 degrees 02 minutes 51 seconds East**, a distance of **113.18 feet** to a point;
10. **North 48 degrees 35 minutes 23 seconds West**, a distance of **43.08 feet** to a point;
11. **North 47 degrees 28 minutes 02 seconds West**, a distance of **210.44 feet** to a point on a north line of said Parcel "B" of the Lot Split and Consolidation Plat;
12. **North 72 degrees 20 minutes 52 seconds East**, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **23.05 feet** to the **POINT OF BEGINNING**, containing 0.2347 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-_____.

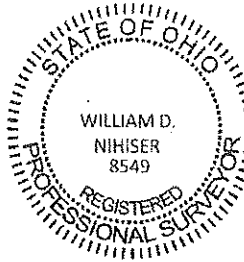
The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

EXHIBIT A-6
PAGE 4 OF 4

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in June 2024.

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



William Douglas Nihiser 07/22/2024
William Douglas Nihiser, P.S.
Ohio Professional Surveyor No. 8549

EXHIBIT A-7
PAGE 1 OF 4



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CITY OF
PARMA HEIGHTS
6200 PEARL ROAD
PARMA HEIGHTS, OHIO

Referenced Drawing: 2023107.01
Date: 07/17/2024

ADD / PR / ASI / RFI #: #
Sketch #: 1 of 2

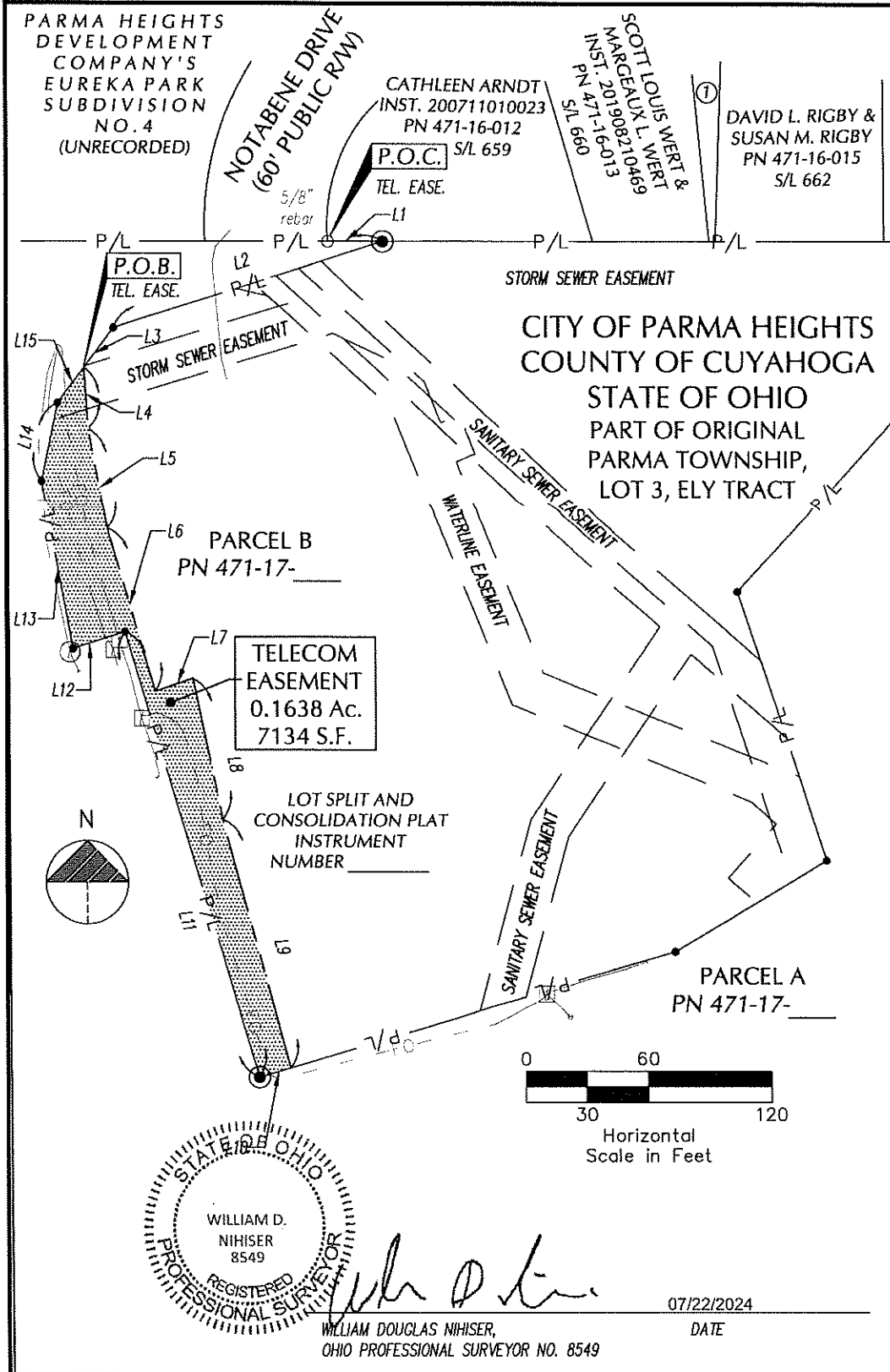


EXHIBIT A-7
PAGE 2 OF 4



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CITY OF
PARMA HEIGHTS
6200 PEARL ROAD
PARMA HEIGHTS, OHIO

Referenced Drawing: 2023107.01
ADD / PR / ASI / RFI #: #
Date: 07/17/2024
Sketch #: 2 of 2

EASEMENT LINE TABLE

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	138.28	S 72° 20' 52" W
L3	24.14	S 37° 45' 55" W
L4	29.40	S 4° 05' 37" E
L5	49.65	S 10° 58' 17" E
L6	83.14	S 16° 11' 42" E
L7	19.39	N 71° 23' 46" E
L8	69.65	S 12° 00' 22" E
L9	125.23	S 15° 16' 31" E
L10	15.88	S 73° 26' 51" W
L11	226.00	N 16° 48' 21" W
L12	27.10	S 72° 14' 40" W
L13	84.10	N 10° 18' 48" W
L14	38.54	N 11° 53' 01" E
L15	21.06	N 37° 45' 55" E

LEGEND:

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊗ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- Ⓜ EXISTING MONUMENT BOX FOUND AS NOTED
- 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL FOUND
- Ⓛ EXISTING TELEPHONE BOX
- FO - EXISTING UNDERGROUND FIBER OPTIC LINE
- T - EXISTING UNDERGROUND TELEPHONE LINE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARING:

STATE PLANE GRID NORTH, NAD 83 (2011),
OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK

**EXHIBIT A-7
PAGE 3 OF 4**

Page 1 of 2

**TELECOM EASEMENT
0.1638 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number _____ as conveyed to City of Parma Heights (Grantor) by Instrument Number _____, of said county records and bounded and described as follows:

COMMENCING at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4"; thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B; thence South 72 degrees 20 minutes 52 seconds West, on the north line of said Parcel "B" a distance of 138.28 feet to a 5/8 inch rebar with cap "GPD" (found); thence South 37 degrees 45 minutes 55 seconds West, on the north line of said Parcel "B" a distance of 24.14 feet to a point and being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following twelve (12) courses:

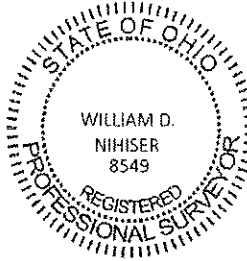
1. **South 4 degrees 05 minutes 37 seconds East**, a distance of **29.40 feet** to a point;
2. **South 10 degrees 58 minutes 17 seconds East** a distance of **49.65 feet** to a point;
3. **South 16 degrees 11 minutes 42 seconds East** a distance of **83.14 feet** to a point;
4. **North 71 degrees 23 minutes 46 seconds East**, a distance of **19.39 feet** to a point;
5. **South 12 degrees 00 minutes 22 seconds East** a distance of **69.65 feet** to a point;
6. **South 15 degrees 16 minutes 31 seconds East**, a distance of **125.23 feet** to a point on a south line of said Parcel "B" of the Lot Split and Consolidation Plat;
7. **South 73 degrees 26 minutes 51 seconds West**, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **15.88 feet** to a magnail (found);
8. **North 16 degrees 48 minutes 21 seconds West**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **226.00 feet** to a magnail (found);
9. **South 72 degrees 14 minutes 40 seconds West**, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **27.10 feet** to a magnail (found);
10. **North 10 degrees 18 minutes 48 seconds West**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **84.10 feet** to a magnail (found);
11. **North 11 degrees 53 minutes 01 seconds East** on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **38.54 feet** to a magnail (found);
12. **North 37 degrees 45 minutes 55 seconds East**, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **21.06 feet** to the **POINT OF BEGINNING**, containing 0.1638 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-_____.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

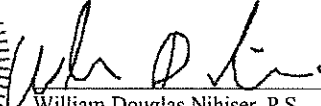
EXHIBIT A-7
PAGE 4 OF 4

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in June 2024.



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



07/22/2024

William Douglas Nihiser, P.S.
Ohio Professional Surveyor No. 8549

EXHIBIT B
PAGE 1 OF 6

GENERAL WARRANTY DEED
(Ohio Revised Code Section 5302.05 and 5302.06)

KNOW ALL MEN BY THESE PRESENTS, that **CITY OF PARMA HEIGHTS**, an Ohio municipal corporation (the "Grantor"), for valuable consideration paid, grants with general warranty covenants, to **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio (the "Grantee"), whose tax-mailing address is 2111 Snow Road, Parma, Ohio 44134 Attn: Operations Director/Fiscal Officer, the following real property ("Property"):

Situated in the City of Parma Heights, Ohio, as more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference.

Permanent Parcel No:

Prior Instrument Reference:

The Property is conveyed to Grantee subject to the covenants and agreements set forth below, which shall run with the Property, be binding upon Grantee and Grantee's successors and assigns, and inure to the benefit of and be enforceable by actions at law or in equity by Grantor or Grantor's successors in title or interest to all or any part of or interest in the Property, and Grantee by its acceptance of this deed agrees that:

1. Restrictions on Use of the Property. The Property shall only be used for Public Purposes including as a public library for the benefit of the public. As used in this Deed, "Public Purposes" means those purposes permitted to a free Ohio county library district under Ohio Revised Code Section 3375.19, et. seq., alone or in cooperation with other parties, under Ohio law, and including all activities reasonably related to those purposes or reasonably necessary to those purposes. Notwithstanding the foregoing restrictions, portions of the Property may be used for other ancillary purposes ("Permitted Ancillary Purposes") that are consistent with or supportive to public amenities or civic resources and the like including, but not limited to, childcare and education. The Property

EXHIBIT B
PAGE 2 OF 6

shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the City of Parma Heights agrees in writing can assure the continued use and maintenance of the property for public library purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related public library services compatible with the approved application, through concession agreements entered into with third parties, including Permitted Ancillary Purposes, provided prior concurrence to such agreements is obtained in writing from the City of Parma Heights.

2. Reversion. If after construction of a public library facility on the Property by Grantee, the Property is no longer utilized for (a) a public library engaged in the provision of library services, library equipment, library materials/resources and programming substantially free of charge to the public, and (b) no longer used for Public Library Purposes, or (c) in the event of breach of any of the material conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said material conditions and covenants, or otherwise, if after sixty (60) days written notice and opportunity to cure, such provisions violated are not cured (provided if a cure is initiated in good faith and such cure pursued continuously thereafter, the sixty day period shall be extended by such period as the cure is being diligently pursued to completion not, however, to exceed 180 days), all right, title and interest in and to the Premises shall revert back to the City of Parma Heights, Ohio, at the option of such City of Parma Heights, Ohio and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said Premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the City of Parma Heights to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect; provided, however, the reversion and any forfeiture shall not apply if required uses or services to be provided or operations are prevented or a breach of any condition or covenant is caused, in whole or material part, due to Force Majeure as long as required uses or services recommenced or a cure of a breach is cured as soon as reasonably practicable after the expiration or removal, if any, of the Force Majeure. For purposes of this Section 2, Force Majeure means failure to perform or delay in performing, operating or providing any services or amenity caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God, epidemic, acts of any public enemy, action, restrictions, limitations, or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of a party. Temporary closures for construction, reconstruction, or refurbishment of the whole or any portion of the facilities on the Property shall not constitute a failure to provide services nor constitute a failure to use the Property for Public Purposes or Permitted Ancillary

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Purposes.

3. Exceptions. The Property is conveyed subject to the following exceptions to the general warranty covenants: zoning and building laws, ordinances, and regulations; legal streets and highways; and easements, conditions and restrictions of record.

[Signature Page to Follow]

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Executed as of the ____ day of _____, 2024.

GRANTOR:

CITY OF PARMA HEIGHTS, OHIO

By: _____
Marie Gallo, Mayor

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Marie Gallo, the Mayor of **CITY OF PARMA HEIGHTS, OHIO**, an Ohio municipal corporation, on behalf of same.

Notary Public

This Instrument prepared by:
Brian J. Moore, Esq.
Roetzel & Andress
A Legal Professional Association
1375 East Ninth Street
One Cleveland Center, 10th Floor
Cleveland, Ohio 44114
(330) 376-2700
bmoore@ralaw.com
21407768_2

**Approved as to form by Law Director of
the City of Parma Heights, Ohio**

By: _____
Mark A. Schneider, Law Director

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EXHIBIT A TO EXHIBIT B
2.8713 ACRES

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of a tract conveyed to City of Parma Heights (Grantor) by Deed Book Volume 9025, Page 312, Deed Book Volume 9044, Page 532, Deed Book Volume 8426, Page 666, Deed Book Volume 7667, Page 158, Deed Book Volume 9017, Page 178, Deed Book Volume 9717, Page 122, and Deed Book Volume 13687, Page 769 of said county records and bounded and described as follows:

COMMENCING at a monument box (found; empty) on the centerline of Pearl Road (U.S. 42; width varies), the south east corner of a parcel conveyed to Yorktown Corporation by known document, said point being referenced by centerline intersection of said Pearl Road (U.S. 42) and Ackley Boulevard (80 feet wide) North 41 degrees 50 minutes 04 seconds East, a distance of 290.84 feet; thence with the east line of said Yorktown Corporation parcel, North 0 degrees 21 minutes 55 seconds East a distance of 33.51 feet to a mag nail (set); thence with the east line of said Yorktown Corporation and a parcel conveyed to the City of Parma Heights by Instrument 201410020575, North 54 degrees 31 minutes 18 seconds West, passing over a 5/8 inch rebar with cap "GPD" (set) at 10.87 feet, a 5/8 inch rebar with cap "GPD" (set) at 27.97 feet, a total distance of 884.64 feet to a 5/8 inch rebar with cap "GPD" set; thence continuing with the east line of said City of Parma Heights (Inst. 201410020575), North 0 degrees 14 minutes 16 seconds East, a distance of 388.22 feet to a 5/8 inch rebar with cap "GPD" set on the south line of a parcel conveyed to City of Parma Heights by Deed Book Volume 42275, Page 50; thence with the south line of said City of Parma Heights (Deed Book Volume 42275, Page 50) and the south line of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", North 89 degrees 55 minutes 06 seconds East, passing a 5/8 inch rebar (found) at the southeast corner of Notabene Drive right of way (60 feet wide) at 248.71 feet, a total distance of 275.61 feet to a 5/8 inch rebar with cap "GPD" (set) being the **POINT OF BEGINNING** of the parcel herein described;

1. Thence continuing on the south line said unrecorded subdivision, North 89 degrees 55 minutes 06 seconds East, passing a 5/8 rebar (found) at 285.86 feet, a total distance of 327.33 feet to a 3/4 inch rebar (found) at the southeast corner of a parcel conveyed to Jeffrey P. Yoby and Lisa L. Yoby by Instrument Number 200504290643 and the southwest corner of a parcel conveyed to Mehrabkhani Negar by Instrument Number 202205090151;

Thence with new lines through the Grantor's lands, the following ten (10) courses:

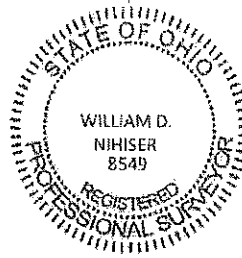
2. South 42 degrees 08 minutes 38 seconds West a distance of 229.92 feet to a mag nail (set);
3. South 18 degrees 22 minutes 17 seconds East, a distance of 137.90 feet to a mag nail (set);
4. South 58 degrees 49 minutes 48 seconds West, a distance of 86.55 feet to a mag nail (set);
5. South 73 degrees 26 minutes 51 seconds West, a distance of 212.44 feet to a 5/8 inch rebar with cap "GPD" (set);
6. North 16 degrees 48 minutes 21 seconds West, a distance of 226.00 feet to a mag nail (set);
7. South 72 degrees 14 minutes 40 seconds West, a distance of 27.10 feet to a mag nail (set);
8. North 10 degrees 18 minutes 48 seconds West, a distance of 84.10 feet to a mag nail (set);
9. North 11 degrees 53 minutes 01 seconds East, a distance of 38.54 feet to a mag nail (set);
10. North 37 degrees 45 minutes 55 seconds East a distance of 45.21 feet to a mag nail (set);
11. North 72 degrees 20 minutes 52 seconds East a distance of 138.28 feet to the **POINT OF BEGINNING**, containing 2.8713 acres, of which the present road occupies 0.0000 acres, and being part of Cuyahoga County Auditor's Parcel Numbers 471-17-027, 471-17-025, and 471-17-023.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

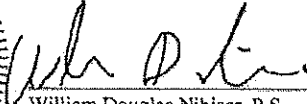
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This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in April 2024.



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



07/22/2024

William Douglas Nihiser, P.S.
Ohio Professional Surveyor No. 8549