

COUNCIL CHAMBER

City of Berea, Ohio

Ordinance No. 2016-84

By Nick Haschka Sponsored By Mayor Cyril M. Kleem

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE CONVEYANCE AGREEMENT WITH FRONT STREET GROUP LLC FOR THE TRANSFER OF PERMANENT PARCEL NUMBER 364-11-014, WHICH IS NO LONGER NEEDED FOR MUNICIPAL PURPOSES, TO FRONT STREET GROUP LLC, IN EXCHANGE FOR FIVE PARCELS OF REAL PROPERTY CONTROLLED BY RDG BEECH STREET LLC, DIG CUZ, LLC, AND KEVIN A. DIGERONIMO AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO EFFECTUATE THE SAME.

WHEREAS, the City of Berea currently owns a parking lot located at 102 Front Street (Permanent Parcel Number 364-11-014), Berea, Ohio containing nine parking spaces; and

WHEREAS, RDG controls three residential properties located at 312 Eastland Road, Berea, Ohio (Permanent Parcel Number 364-16-027); 190 Beech Street, Berea, Ohio (Permanent Parcel Number 364-06-007); and 115 Seminary Street, Berea, Ohio (Permanent Parcel Number 364-11-038); and

WHEREAS, Dig Cuz controls one residential property located at 106 Jacob Street, Berea, Ohio (Permanent Parcel Number 364-06-022); and

WHEREAS, Kevin A. DiGeronimo controls one residential property located at 180 Beech Street, Berea, Ohio (Permanent Parcel Number 364-06-009); and

WHEREAS, the public interest of the City is best served by the development of 102 Front Street and the adjacent properties as a commercial and residential mixed use development; and

WHEREAS, due to the development, 102 Front Street is no longer needed for municipal purposes; and

WHEREAS, the five residential properties to be acquired by the City are not owner-occupied; and

WHEREAS, the City recognizes that the character and atmosphere of a neighborhood improves when residential properties are owner-occupied; and

WHEREAS, the public interest is best served by the City's acquisition of the five properties, and that upon transfer of said properties, the City will add a permanent deed restriction to each requiring that it be owner-occupied, in a form substantially similar to that in Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Berea, State of Ohio:

SECTION 1. That 102 Front Street, Permanent Parcel #364-11-014, as described in Exhibit "B", attached hereto and incorporated herein, is no longer needed for any municipal purposes.

SECTION 2. The Mayor is authorized to enter into a real estate conveyance agreement, as described in Exhibit "C", attached hereto and incorporated herein, for the transfer of said 102 Front Street to Front Street Group LLC in exchange for five residential rental properties located at 180 Beech Street (Permanent Parcel Number 364-06-009); 190 Beech Street (Permanent Parcel Number 364-06-007); 106 Jacob Street (Permanent Parcel Number 364-06-022); 115 Seminary Street (Permanent Parcel Number 364-11-038); and 312 Eastland Road (Permanent Parcel Number 364-16-027), as described in Exhibit "D".

COUNCIL CHAMBER

City of Berea, Ohio

ORDINANCE No. 2016-84

By Haschka Sponsored By Mayor Kleem

SECTION 3. That the Mayor and any other city administrator as necessary is hereby authorized to prepare and/or execute any and all documents necessary to effectuate the purposes of this ordinance, including the addition of deed restrictions on the newly acquired properties.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

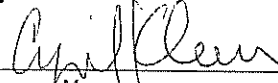
PASSED: November 21, 2016



President of Council

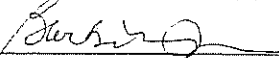
ATTEST: Alycia Esau
Clerk of Council

APPROVED: November 22, 2016



Mayor

APPROVED AS TO FORM:



Director of Law

DO NOT WRITE ABOVE THIS LINE

LIMITED WARRANTY DEED

(ORC Sections 5302.07 and 5302.08)

The City of Berea, an Ohio municipal corporation, for valuable consideration paid, grants, with limited warranty covenants, to _____ (“**Grantee**”), whose tax mailing address will be _____, the following real property (“**Property**”):

See Exhibit A attached hereto and incorporated herein by reference.

PPN: _____

Prior Instrument Reference: _____

The real property described above is conveyed subject to the following exceptions: (i) easements, covenants, conditions, restrictions, reservations, and other matters of record; (ii) zoning ordinances; (iii) real estate taxes and assessments, both general and special, not yet due and payable; (iv) matters that would be revealed by an accurate survey; and (v) all legal highways.

Restrictive Covenant: The Property must be occupied at all times by the fee simple owner(s) of record of the Property. No portion of the Property may be rented or leased, whether monetary compensation is received or not, to any other party. This restrictive covenant shall run with the land and inure to the benefit of the City of Berea, Ohio. The City of Berea shall have

Exhibit A
Legal Description

Exhibit
"B"

Permanent Parcel # 364-11-014

Situated in the City of Berea, County of Cuyahoga and State of Ohio,

and known as being part of Sublot No. 9 in the Berea Seminary Allotment of part of Original Middleburg Township Section No. 17, as shown by the recorded plat in Volume 26 of Deeds, Page 516 of Cuyahoga County Records and bounded and described as follows: Beginning at the intersection of the Easterly line of Front Street with the Northerly line of Center Street; thence North $0^{\circ} 15' 55''$ East, along the Easterly line of Front Street, 28.35 feet to a point; thence South $89^{\circ} 32' 53''$ East, 48.68 feet to a point, thence South $0^{\circ} 15' 55''$ West, 0.91 feet to a point; thence South $89^{\circ} 45' 05''$ East parallel with the Northerly line of said Sublot No.9, 99.89 feet to a point in the Westerly line of West Alley, distant South $0^{\circ} 15' 35''$ West 39.00 feet from the Northeasterly corner of said Sublot No.9; thence South $0^{\circ} 15' 35''$ West, along the Westerly line of West Alley, 27.28 feet to the Northerly line of Center Street; thence North $89^{\circ} 44' 53''$ West along the Northerly line of Center Street, 148.57 feet to the place of beginning, according to the survey of T.E. Witenhafer, Registered Surveyor

REAL ESTATE CONVEYANCE AGREEMENT

**Real Property Located at 312 Eastland Road; 180 Beech Street; 190 Beech Street;
115 Seminary Street; 106 Jacob Street; and 102 Front Street; all of which are
located in Berea, Ohio 44017**

This real estate conveyance agreement is made at City of Berea, Cuyahoga County, State of Ohio, on this ____ day of _____, 2016, by The City of Berea, an Ohio Municipal Corporation, hereinafter referred to as "CITY", and whose principal address is 11 Berea Commons, Berea, Ohio 44017; RDG Beech Street LLC, an Ohio Limited Liability Company, hereinafter referred to as "RDG", and whose principal address is 5720 Schaaf Road, Independence, Ohio 44131; Dig Cuz, LLC, an Ohio Limited Liability Company, hereinafter referred to as "DIG CUZ", and whose principal address is 6000 Daisy Boulevard, Independence, Ohio 44131; Front Street Group LLC, an Ohio Limited Liability Company, hereinafter referred to as "FRONT STREET", and whose principal address is 5720 Schaaf Road, Independence, Ohio 44131; and Kevin A. DiGeronimo, an individual, whose principal address is 7152 Ashlawn Dr., Brecksville, Ohio 44141; for the exchange of multiple parcels of real estate more fully described in Exhibits A, B, C and D attached hereto.

In consideration of the commitments and covenants made by each party to the other parties, as set forth below, the parties agree as follows:

Section I

RDG Conveyance

RDG agrees to deliver or cause to be delivered to CITY or to a nominee selected by CITY good and sufficient General Warranty Deed conveying good title, and CITY agrees to accept, the following parcels of real estate:

312 Eastland Road, Berea, Ohio 44017,
Permanent Parcel Number: 364-16-027;

190 Beech Street, Berea, Ohio 44017
Permanent Parcel Number: 364-06-007; and

115 Seminary Street, Berea, Ohio 44017
Permanent Parcel Number: 364-11-038

and as more fully described in Exhibit "A", attached hereto and incorporated herein, and collectively referred to as the "RDG Property", with dower rights, if any, released, free and clear of all liens and encumbrances whatsoever, including any mortgages, except those noted herein and except restrictions of record, reservations, easements, conditions of record, zoning ordinances, if any, and taxes and assessments, both general and special, if any, but all taxes and assessments, both general and special, shall be prorated as of the date of transfer, upon the basis of a calendar year using the amount shown on the last available tax duplicate.

RDG shall also deliver or cause to be delivered to CITY an owner's policy of title insurance ("Title Policy") showing title good in RDG for the RDG Property at the time of delivery as provided. Said Title Policy shall be in the amount of the appraised value of the RDG Property and will be issued in the name of the CITY as of the Closing Date (as hereinafter defined).

The RDG Property shall include the land; all appurtenant rights, privileges and easements; all buildings now thereon and appurtenant thereto in their present condition; and all improvements, fixtures, and equipment, if any; located on or under any of the parcels of land.

Section II DIG CUZ Conveyance

DIG CUZ agrees to deliver or cause to be delivered to CITY or to a nominee selected by CITY a good and sufficient General Warranty Deed conveying good title, and CITY agrees to accept, the following parcel of real estate:

106 Jacob Street, Berea, Ohio 44017,
Permanent Parcel Number: 364-06-022;

and as more fully described in Exhibit "B", attached hereto and incorporated herein, and collectively referred to as the "DIG CUZ Property", with dower rights, if any, released, free and clear of all liens and encumbrances whatsoever, including any mortgages, except those noted herein and except restrictions of record, reservations, easements, conditions of record, zoning ordinances, if any, and taxes and assessments, both general and special, if any, but all taxes and assessments, both general and special, shall be prorated as of the date of transfer, upon the basis of a calendar year using the amount shown on the last available tax duplicate.

DIG CUZ shall also deliver or cause to be delivered to CITY a Title Policy showing title good in DIG CUZ for the DIG Cuz Property at the time of delivery as provided. Said Title Policy shall be in the amount of the appraised value of the Dig Cuz Property and will be issued in the name of the CITY as of the Closing Date.

The DIG CUZ Property shall include the land; all appurtenant rights, privileges and easements; all buildings now thereon and appurtenant thereto in their present condition; and all improvements, fixtures, and equipment, if any; located on or under any of the parcel of land.

Section III Kevin A. DiGeronimo Conveyance

Kevin A. DiGeronimo agrees to deliver or cause to be delivered to CITY or to a nominee selected by CITY a good and sufficient General Warranty Deed conveying good

title, and CITY agrees to accept, the following parcel of real estate:

180 Beech Street, Berea, Ohio 44017,
Permanent Parcel Number: 364-06-009;

and as more fully described in Exhibit "C", attached hereto and incorporated herein, and collectively referred to as the "Kevin A. DiGeronimo Property", with dower rights, if any, released, free and clear of all liens and encumbrances whatsoever, including any mortgages, except those noted herein and except restrictions of record, reservations, easements, conditions of record, zoning ordinances, if any, and taxes and assessments, both general and special, if any, but all taxes and assessments, both general and special, shall be prorated as of the date of transfer, upon the basis of a calendar year using the amount shown on the last available tax duplicate.

Kevin A. DiGeronimo shall also deliver or cause to be delivered to CITY a Title Policy showing title good in Kevin A. DiGeronimo for the Kevin A. DiGeronimo Property at the time of delivery as provided. Said Title Policy shall be in the amount of the appraised value of the Kevin A. DiGeronimo Property and will be issued in the name of the CITY as of the Closing Date.

The Kevin A. DiGeronimo Property shall include the land; all appurtenant rights, privileges and easements; all buildings now thereon and appurtenant thereto in their present condition; and all improvements, fixtures, and equipment, if any; located on or under any of the parcel of land.

Section IV CITY Conveyance

Simultaneously with the conveyance of the RDG Property, DIG CUZ Property and Kevin A. DiGeronimo Property, as more fully described above and in Exhibits A, B, and C, CITY agrees to deliver or cause to be delivered to FRONT STREET or to a nominee selected by FRONT STREET a General Warranty Deed conveying good title to, and FRONT STREET agrees to accept, the following parcel of real estate:

102 Front Street, Berea, Ohio 44017
Permanent Parcel Number: 364-11-014

and as more fully described in Exhibit "D", attached hereto and incorporated herein, collectively referred to as the "CITY Property." The CITY Property, the RDG Property, the DIG CUZ Property and the Kevin A. DiGeronimo Property are sometimes hereinafter collectively referred to as the "Properties" and individually, as each "Property."

FRONT STREET may obtain a Title Policy showing title good in CITY for the CITY Property at the time of delivery as provided and will be issued in the name of FRONT STREET as of the Closing Date.

The CITY Property shall include the land; all appurtenant rights, privileges and easements; all buildings now thereon and appurtenant thereto in their present condition; and all improvements, fixtures, and equipment, if any; located on or under any of the parcel of land.

Section V Conditions

(a) Conveyance of the Properties shall be subject to matters generally excepted by title insurance companies in their title policies issued in the State of Ohio.

(b) All parties will furnish to each other party and for examination within 30 days from this date a title commitment issued by Maximum Title and Escrow Services, Inc. showing condition of the title of their respective Property as of the date of issuance of the title commitment. The title commitment will remain the property of each party pending completion of this transaction.

(c) The respective parties will own their respective Properties and title to all Properties will be good and marketable, free and clear of all encumbrances including liens, defects and burdens, except unpaid taxes not yet due and payable, restrictions of record, reservations, easements, conditions of record, and zoning ordinances, if any.

(d) If any title restrictions, defects or burdens appear on the title commitment, or if any lease provisions exist, to which any party objects, the objection will be stated in writing to all other parties, and the party owning the Property containing the restriction, defect or burden will be allowed a reasonable time, not exceeding 45 days, in which to correct the same. If the party owning the Property containing the restriction, defect or burden is unable or unwilling to do so, the other parties may either terminate this contract and recover the deposit and costs, or pursue any other remedy available to any party in law or equity.

(e) All leases affecting the RDG Property, DIG CUZ Property, or Kevin A. DiGeronimo Property will be provided to the CITY within 10 days from this date, and to the extent not objectionable by the CITY, assigned to CITY on the Closing Date by written assignment in form acceptable to CITY, RDG, DIG CUZ and Kevin A. DiGeronimo. All rents will be prorated as of the Closing Date and any security deposits will be assigned or credited to CITY.

Section VI Contingencies

This Real Estate Conveyance Agreement is contingent upon: (i) its approval by the Berea City Council; and (ii) FRONT STREET proceeding with the development of its proposed Front Street project. In the event that the forgoing contingencies are not satisfied, this Real Estate Conveyance Agreement shall terminate and become null and void and the parties shall be relieved of all obligations hereunder.

Section VII
Closing Date

The Closing Date of this Real Estate Conveyance Agreement and the conveyance of the Properties contemplated herein shall take place on a date mutually agreed to by the parties. RDG, DIG CUZ and Kevin A. DiGeronimo shall deliver possession of their respective Properties to CITY on the Closing Date. CITY shall deliver possession of its Property to FRONT STREET on the Closing Date. Prior the Closing Date all parties shall have the right to inspect all Properties to be transferred, including the improvements on each Property, if any, and all parties agree to accept all property in present "As is" condition.

Section VIII
Time of Essence

Time is of the essence of this Real Estate Conveyance Agreement.

Section IX
Escrow Agent

This Real Estate Conveyance shall be placed in escrow with Maximum Title and Escrow Services, Inc. or another mutually agreed upon agent, herein referred to as the "Escrow Agent." An executed copy of this Real Estate Conveyance Agreement shall be deposited with the Escrow Agent and this document shall serve as the escrow instructions. All documents and funds necessary for the completion of this transaction shall be placed in escrow with the Escrow Agent on or before the Closing Date. The Escrow Agent herein may attached its standard conditions of acceptance hereto; however, should such standard conditions be inconsistent with or in conflict with the terms and provisions hereof, then the terms and provision of this Real Estate Conveyance Agreement shall control.

Section X
Duties of the Escrow Agent

On the Closing Date, the Escrow Agent shall file for record all appropriate deeds and any other instruments required to be recorded and shall thereupon deliver to each of the parties the documents to which they shall be respectively entitled, together with its escrow statement, provided that the Escrow Agent shall then have on hand all funds and documents necessary to complete the within real estate transaction and provided that the title company has stated in writing that it is in a position to and will issue and deliver, upon the filing of the deed for record, the Title Policy required hereunder.

In closing this transaction, the Escrow Agent shall charge RDG, DIG CUZ, Kevin A. DiGeronimo and FRONT STREET collectively with all closing costs, including but not limited to the following:

- (a) The amount due to discharge any lien encumbering the RDG, DIG CUZ or Kevin A. DiGeronimo Property and the cost of recording the cancellation thereof;
- (b) The full amount of the taxes up to and including the Closing Date, not yet due and

payable;

(c) The filing fees, transfer taxes or any other fees necessary to complete the transfers referenced in this Real Estate Conveyance Agreement;

(d) The cost of the title commitments, title searches, and title insurance premiums for each Title Policy in the amounts stated above for all Properties to be transferred via this Real Estate Conveyance Agreement;

(e) The escrow fee;

(f) All other prorations and holdbacks set out in this Real Estate Conveyance Agreement;

and immediately thereafter, shall deliver to CITY and FRONT STREET the applicable Title Policies, the recorded deeds, or Cuyahoga County Fiscal Officer's receipt therefor, and any prorations to which any party is entitled, and any other funds or documents required by the provisions hereof. Notwithstanding anything contained herein to the contrary, CITY shall be responsible at its sole cost and expense for the amounts to discharge any lien or encumbrance on the CITY Property.

Section XI Broker's Commission

RDG, DIG CUZ, FRONT STREET, CITY and Kevin A. DiGeronimo represent that none of which has procured a broker or real estate agent in this transaction. If any person shall claim the right to a commission arising out of the sale of the Properties referenced in this Real Estate Conveyance Agreement, the party dealing with such broker or real estate agent shall pay any such commission and agrees to defend, indemnify and hold the other parties harmless from any and all claims for any such commission and for any attorney's fees, litigation, and other expenses relating to any such claim.

Section XII Representations and Warranties

RDG, DIG CUZ, FRONT STREET, CITY and Kevin A. DiGeronimo each individually represent and warrant as follows:

(a) They have full power, authority, and legal right to enter into this Real Estate Conveyance Agreement and to consummate the transaction contemplated hereby.

(b) Neither the execution, delivery, nor performance of this Real Estate Conveyance Agreement (or of any instrument or document to be executed or delivered pursuant to the terms hereof) will result in the violation of any contractual obligation of such party to any third party; nor will such execution, delivery, or performance conflict with, constitute an event of default under, or result in a breach or violation of the provisions of any agreement or other instrument to which such party is a party.

(c) They are not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code, and shall, on the Closing Date, provide the Escrow Agent with all instruments and documents required by Section 1445 to comply therewith.

(d) They are the owner of their respective Property in fee simple and on the Closing Date such Property will be free and clear of all liens, claims, easements, restrictions, conditions, and encumbrances except as permitted herein.

(e) They have not received any written notice from any governmental authority of any violation of any ordinance, statute, rule, or regulation with respect to their respective properties.

Section XIII
Authority to Act – RDG

The undersigned, Kevin A. DiGeronimo, with authority granted to him under the laws of the State of Ohio approves the conveyance of all land and buildings commonly known as 312 Eastland Road, Berea, Ohio 44017, Permanent Parcel Number 364-16-027; 190 Beech Street, Berea, Ohio 44017, Permanent Parcel Number 364-06-007; and 115 Seminary Street, Berea, Ohio 44017, Permanent Parcel Number 364-11-038, to CITY, upon such terms and conditions as set forth herein, an officer is hereby authorized and directed to execute and deliver such contracts, deeds, bills-of-sale, affidavits, closing statements, escrow agreements and other documents in connection with such conveyance as may be deemed appropriate.

Section XIV
Authority to Act – DIG CUZ

The undersigned, Kevin A. DiGeronimo, with authority granted to him under the laws of the State of Ohio approves the conveyance of all land and buildings commonly known as 106 Jacob Street, Berea, Ohio 44017, Permanent Parcel Number 364-06-022, to CITY, upon such terms and conditions as set forth herein, as an officer is hereby authorized and directed to execute and deliver such contracts, deeds, bills-of-sale, affidavits, closing statements, escrow agreements and other documents in connection with such conveyance as may be deemed appropriate.

Section XV
Authority to Act – FRONT STREET

The undersigned, Victor DiGeronimo, Jr., with authority granted to him under the laws of the State of Ohio approves the acceptance of all land and buildings commonly known as 102 Front Street, Berea, Ohio 44017, Permanent Parcel Number 364-11-014, from CITY, upon such terms and conditions as set forth herein, as President is hereby authorized and directed to accept such contracts, deeds, bills-of-sale, affidavits, closing statements, escrow agreements and other documents in connection with such conveyance as may be deemed appropriate.

Section XVI

Authority to Act – Kevin A. DiGeronimo

The undersigned, Kevin A. DiGeronimo with authority granted to him under the laws of the State of Ohio approves the conveyance of all land and buildings commonly known as 180 Beech Street, Berea, Ohio 44017, Permanent Parcel Number 364-06-009, to CITY, upon such terms and conditions as set forth herein, is hereby authorized and directed to execute and deliver such contracts, deeds, bills-of-sale, affidavits, closing statements, escrow agreements and other documents in connection with such conveyance as may be deemed appropriate.

IN WITNESS WHEREOF, RDG BEECH STREET LLC has hereunto set its hand at _____, Ohio, on this _____ day of _____, 2016.

Signed and acknowledge
In the presence of:

RDG BEECH STREET LLC

_____ By _____

_____ Its _____

STATE OF OHIO)
)
CUYAHOGA COUNTY) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____, the _____ of RDG BEECH STREET LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, on this _____ day of _____, 2016.

Notary Public

IN WITNESS WHEREOF, DIG CUZ, LLC has hereunto set its hand at _____,
Ohio, on this _____ day of _____, 2016.

Signed and acknowledge
In the presence of:

DIG CUZ, LLC

_____ By _____

_____ Its _____

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the
above named _____, the _____ of DIG
CUZ, LLC, who acknowledged that he did sign the foregoing instrument and that the
same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
_____, Ohio, on this _____ day of _____, 2016.

Notary Public

IN WITNESS WHEREOF, FRONT STREET GROUP LLC has hereunto set its hand at _____, Ohio, on this _____ day of _____, 2016.

Signed and acknowledge
In the presence of:

FRONT STREET GROUP LLC

_____ By _____

_____ Its _____

STATE OF OHIO)
)
CUYAHOGA COUNTY) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____, the _____ of FRONT STREET GROUP LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, on this _____ day of _____, 2016.

Notary Public

IN WITNESS WHEREOF, Kevin A. DiGeronimo has hereunto set his hand at _____, Ohio, on this _____ day of _____, 2016.

Signed and acknowledge
In the presence of:

_____ By _____
Kevin A. DiGeronimo

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named individual, Kevin A. DiGeronimo, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, on this _____ day of _____, 2016.

Notary Public

IN WITNESS WHEREOF, the City of Berea has hereunto set its hand at Berea, Ohio, on this ____ day of _____ 2016.

Signed and acknowledged
In the presence of:

CITY OF BEREA

_____ By: _____
Cyril Kleem, Mayor

STATE OF OHIO)
)
CUYAHOGA COUNTY) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named individual, Cyril Kleem, Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Berea, Ohio, on this _____ day of _____, 2016.

Notary Public

CL2:454076_v2

Exhibit A

Legal Description of RDG Property

Exhibit B

Legal Description of DIG CUZ Property

Exhibit C

Legal Description of Kevin A. DiGeronimo Property

Exhibit D

Legal Description of CITY Property

EXHIBIT A

Legal Description of RDG Property

312 Eastland Road (Permanent Parcel Number 364-16-027)

Known as being part of Sublot No. 18 in Anton Hasenpflug's Allotment of part of Original Middleburg Township Section No. 14, as shown by the recorded plat in Volume 8, Page 35 of Cuyahoga County Records and part of Original Middleburg Township Section No. 14 and together forming a parcel of land, bounded and described as follows:

Beginning in the Easterly line of Eastland Road (60' wide) at its intersection with the Northerly line of University Street (50' wide); Thence due North along the Easterly line of Eastland Road, 66.24 feet to a point; Thence North 89 Deg. 34' 40" East parallel with the Northerly line of a parcel of land conveyed to Dorothy W. Millhoane by deed recorded in Volume 6259, Page 252 of Cuyahoga County Records, 145.97 feet to a point in the Easterly line of said land; Thence South 0 Deg. 01' 25" West along the Easterly line of said land conveyed Dorothy W. Millhoane, 63.65 feet to the Northerly line of University Street; Thence South 88 Deg. 33' 40" West along the Northerly line of University Street; 145.99 feet to the place of beginning, according to the survey of Waren J. Root, Civil Engineer and Surveyors, as appears by said plat, be the same more or less, but subject to all legal highways.

190 Beech Street (Permanent Parcel Number 364-06-007)

Parcel No. 1:

Situated in the City of Berea, County of Cuyahoga and State of Ohio: And known as being part of Sublots Nos. 31 & 32 in the Allotment for the Trustees of the Berea Seminary, of part of Original Middleburg Township Section No. 17, as shown by the recorded plat in Volume 37 of Deeds, Page 807 of Cuyahoga County Records, bounded and described as follows; Beginning on the Easterly line of Beech Street, at a point distant Northerly measured along said Easterly line, 179 feet from its intersection with the Northerly line of Jacob Street; thence South 88 degrees 31 min. 00 sec. East 95.50 feet to a point; thence North 01 degrees 29 min. East, 8.20 feet to an iron pin; thence North 89 degrees 55 min. 37 sec. East 151.85 feet to the Easterly line of a parcel of land conveyed to Theodora Maher by deed recorded in Volume 6237 Page 40 of Cuyahoga County Records; thence North 0 degrees 11 min. 00 sec. West 28.86 feet to the Northeasterly corner of land conveyed to Theodora Maher as aforesaid; thence North 89 degrees 08 min. 20 sec. West 247.46 feet to the Easterly line of Beech Street; thence Southerly along said Easterly line, 38.50 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No. 2:

Situated in the City of Berea, County of Cuyahoga and State of Ohio: And known as being part of Sublots Nos. 31 & 32 in the Allotment for the Trustees of the Berea Seminary, of part of Original Middleburg Township Section No. 17, as shown by the recorded plat in Volume 37 of Deeds, Page 807 of Cuyahoga County Records, bounded and described as follows; Beginning at the Northeasterly corner of land conveyed to Harbert L. & Mabel E. Cain by deed recorded in Volume 6282 Page 441 of Cuyahoga County Records; thence Northerly along the Easterly line of conveyed in deed recorded in Volume 6836 Page 29 of Cuyahoga County Records, 50 feet to the Northeasterly corner thereof; thence Westerly along the Northerly line of land so conveyed about 97 feet to the Northeasterly corner of land conveyed to Gladys B. Osmun by deed recorded in Volume 8438 Page 301 of Cuyahoga County Records; thence Southerly along the easterly line of land so conveyed to Osmun, 50 feet to a point; thence Easterly about 97 feet to the place of beginning, be the same more or less, but subject to all legal highways.

115 Seminary Street (Permanent Parcel Number 364-11-038)

Situated in the City of Berea, County of Cuyahoga and State of Ohio and known as being Sublot No. 25 in Berea Seminary Allotment of part of Original Middleburg Township Section No. 17, as shown by the recorded plat in Volume 37 of Deeds, Page 307 of Cuyahoga County Records, and being 66 feet front on the Westerly side of Seminary Street, and extending back of equal width 165 feet to an alley, as appears by said plat, be the same more or less, but subject to all legal highways.

EXHIBIT B

Legal Description of DIG CUZ Property

106 Jacob Street (Permanent Parcel Number 364-06-022)

Situated in the City of Berea, County of Cuyahoga and State of Ohio, and known as being Sublot No. 43 in Mrs. Rothweiler's Allotment of a part of Original Middleburg Township, Section No. 17, as shown by the recorded plat in Volume 34 of Maps, Page 6 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

EXHIBIT C

Legal Description of Kevin A. DiGeronimo Property

180 Beech Street (Permanent Parcel Number 364-06-009)

Situated in the City of Berea, County of Cuyahoga and State of Ohio: And known as being part of Lot No. 31 in the Berea Seminary Allotment of part of Original Middleburg Township, Section No. 17, as shown by the recorded plat in Volume 37 of Deeds, Page 807 of Cuyahoga County Records and more particularly bounded and described as follows: Beginning at a point in the Easterly line of Beech Street, 85 feet 6 inches North of the intersection of the North line of Jacob Street with the Easterly line of Beech Street, and point being also the Northwesterly corner of Sublot No. 1 in C.E. Seibert's Subdivision as recorded in Volume 36 of Maps, Page 25 of Cuyahoga County Records; Thence Easterly along the Northerly line of said Sublot No. 1, 148 feet; Thence Northerly and parallel with the Easterly line of Beech Street 66 feet to a point; Thence Westerly and parallel with the Northerly line of said Sublot No. 1, 148 feet to a point in the Easterly line of Beech Street; Thence Southerly along the Easterly line of Beech Street 66 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXHIBIT D

Legal Description of CITY Property

Situated in the City of Berea, County of Cuyahoga and State of Ohio,

and known as being part of Sublot No. 9 in the Berea Seminary Allotment of part of Original Middleburg Township, Section No. 17, as shown by the recorded plat in Volume 26 of Deeds, Page 516 of Cuyahoga County Records and bounded and described as follows: Beginning at the intersection of the Easterly line of Front Street with the Northerly line of Center Street; thence North $0^{\circ} 15' 55''$ East, along the Easterly line of Front Street, 28.35 feet to a point; thence South $89^{\circ} 32' 53''$ East, 48.68 feet to a point, thence South $0^{\circ} 15' 55''$ West, 0.91 feet to a point; thence South $89^{\circ} 45' 05''$ East parallel with the Northerly line of said Sublot No. 9, 99.89 feet to a point in the Westerly line of West Alley, distant South $0^{\circ} 15' 35''$ West 39.00 feet from the Northeasterly corner of said Sublot No. 9; thence South $0^{\circ} 15' 35''$ West, along the Westerly line of West Alley, 27.28 feet to the Northerly line of Center Street; thence North $89^{\circ} 44' 53''$ West along the Northerly line of Center Street, 148.57 feet to the place of beginning, according to the survey of T. E. Witenhafer, Registered Surveyor

EXHIBIT D

180 Beech Street (Permanent Parcel Number 364-06-009)

Situated in the City of Berea, County of Cuyahoga and State of Ohio: And known as being part of Lot No. 31 in the Berea Seminary Allotment of part of Original Middleburg Township, Section No. 17, as shown by the recorded plat in Volume 37 of Deeds, Page 807 of Cuyahoga County Records and more particularly bounded and described as follows: Beginning at a point in the Easterly line of Beech Street, 85 feet 6 inches North of the intersection of the North line of Jacob Street with the Easterly line of Beech Street, and point being also the Northwesterly corner of Sublot No. 1 in C.E. Seibert's Subdivision as recorded in Volume 36 of Maps, Page 25 of Cuyahoga County Records; Thence Easterly along the Northerly line of said Sublot No. 1, 148 feet; Thence Northerly and parallel with the Easterly line of Beech Street 66 feet to a point; Thence Westerly and parallel with the Northerly line of said Sublot No. 1, 148 feet to a point in the Easterly line of Beech Street; Thence Southerly along the Easterly line of Beech Street 66 feet to the place of beginning, be the same more or less, but subject to all legal highways.

190 Beech Street (Permanent Parcel Number 364-06-007)

Parcel No. 1:

Situated in the City of Berea, County of Cuyahoga and State of Ohio: And known as being part of Sublots Nos. 31 & 32 in the Allotment for the Trustees of the Berea Seminary, of part of Original Middleburg Township Section No. 17, as shown by the recorded plat in Volume 37 of Deeds, Page 807 of Cuyahoga County Records, bounded and described as follows; Beginning on the Easterly line of Beech Street, at a point distant Northerly measured along said Easterly line, 179 feet from its intersection with the Northerly line of Jacob Street; thence South 88 degrees 31 min. 00 sec. East 95.50 feet to a point; thence North 01 degrees 29 min. East, 8.20 feet to an iron pin; thence North 89 degrees 55 min. 37 sec. East 151.85 feet to the Easterly line of a parcel of land conveyed to Theodora Maher by deed recorded in Volume 6237 Page 40 of Cuyahoga County Records; thence North 0 degrees 11 min. 00 sec. West 28.86 feet to the Northeasterly corner of land conveyed to Theodora Maher as aforesaid; thence North 89 degrees 08 min. 20 sec. West 247.46 feet to the Easterly line of Beech Street; thence Southerly along said Easterly line, 38.50 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No. 2:

Situated in the City of Berea, County of Cuyahoga and State of Ohio: And known as being part of Sublots Nos. 31 & 32 in the Allotment for the Trustees of the Berea Seminary, of part of Original Middleburg Township Section No. 17, as shown by the recorded plat in Volume 37 of Deeds, Page 807 of Cuyahoga County Records, bounded and described as follows; Beginning at the Northeasterly corner of land conveyed to Harbert L. & Mabel E. Cain by deed recorded in Volume 6282 Page 441 of Cuyahoga County Records; thence Northerly

along the Easterly line of conveyed in deed recorded in Volume 6836 Page 29 of Cuyahoga County Records, 50 feet to the Northeasterly comer thereof; thence Westerly along the Northerly line of land so conveyed about 97 feet to the Northeasterly comer of land conveyed to Gladys B. Osmun by deed recorded in Volume 8438 Page 301 of Cuyahoga County Records; thence Southerly along the easterly line of land so conveyed to Osmun, 50 feet to a point; thence Easterly about 97 feet to the place of beginning, be the same more or less, but subject to all legal highways.

106 Jacob Street (Permanent Parcel Number 364-06-022)

Situated in the City of Berea, County of Cuyahoga and State of Ohio, and known as being Sublot No. 43 in Mrs. Rothweiler's Allotment of a part of Original Middleburg Township, Section No. 17, as shown by the recorded plat in Volume 34 of Maps, Page 6 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

115 Seminary Street (Permanent Parcel Number 364-11-038)

Situated in the City of Berea, County of Cuyahoga and State of Ohio and known as being Sublot No. 25 in Berea Seminary Allotment of part of Original Middleburg Township Section No. 17, as shown by the recorded plat in Volume 37 of Deeds, Page 307 of Cuyahoga County Records, and being 66 feet front on the Westerly side of Seminary Street, and extending back of equal width 165 feet to an alley, as appears by said plat, be the same more or less, but subject to all legal highways.

312 Eastland Road (Permanent Parcel Number 364-16-027)

Known as being part of Sublot No. 18 in Anton Hasenpflug's Allotment of part of Original Middleburg Township Section No. 14, as shown by the recorded plat in Volume 8, Page 35 of Cuyahoga County Records and part of Original Middleburg Township Section No. 14 and together forming a parcel of land, bounded and described as follows:

Beginning in the Easterly line of Eastland Road (60' wide) at its intersection with the Northerly line of University Street (50' wide); Thence due North along the Easterly line of Eastland Road, 66.24 feet to a point; Thence North 89 Deg. 34' 40" East parallel with the Northerly line of a parcel of land conveyed to Dorothy W. Millhoane by deed recorded in Volume 6259, Page 252 of Cuyahoga County Records, 145.97 feet to a point in the Easterly line of said land; Thence South 0 Deg. 01' 25" West along the Easterly line of said land conveyed Dorothy W. Millhoane, 63.65 feet to the Northerly line of University Street; Thence South 88 Deg. 33' 40" West along the Northerly line of University Street; 145.99 feet to the place of beginning, according to the survey of Waren J. Root, Civil Engineer and Surveyors, as appears by said plat, be the same more or less, but subject to all legal highways.