

Proposed: 11/06/2023

ORDINANCE NO. 178-2023(PD),
Second Reading

By Mayor Seren

An Ordinance authorizing the Mayor to execute an agreement for the sale of certain real property located at 1900-1910 South Taylor Road, 1912-1926 South Taylor Road, and 1932-1946 South Taylor Road, Permanent Parcels No. 684-27-001, 684-26-011, and 684-26-012; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, certain real property identified as Permanent Parcels No. 684-27-001, 684-26-011 and 684-26-012, and more commonly known as 1900-1910, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio, (the "Property") is currently owned by the Cleveland Heights Land Reutilization Corporation and Cleveland Heights Land Reutilization Program; and

WHEREAS, the City desires to obtain title ownership of the Property and subsequently sell the Property to WXZ CPV LLC, an Ohio limited liability company, ("Purchaser") for redevelopment; and

WHEREAS, the City intends to sell the Property for a purchase price of One Dollar (\$1.00) in anticipation of the City receiving a mutually-agreed upon portion of tax increment financing services payments generated through the proposed Development in addition to other economic and non-economic benefits; and

WHEREAS, the sale of the Property is contingent upon negotiation and execution of a Development Agreement acceptable to both parties; and

WHEREAS, this Council has determined that it is in the best interest of the City and its residents to proceed with negotiation of a Development Agreement and the sale of the Property.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute any and all documents and take any actions necessary to obtain from the Cleveland Heights Land Reutilization Corporation and Cleveland Heights Land Reutilization Program the property identified as Permanent Parcels No. 684-27-001, 684-26-011, and 684-26-012, also identified as 1900-1910, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Cuyahoga County, Ohio (the "Property") and to subsequently execute a purchase agreement and any related documents with WXZ CPV LLC for the sale of the Property. The Purchase Agreement shall be substantially in accordance with the terms of the draft

ORDINANCE NO. 178-2023(PD)

agreement on file with the Clerk of Council, and the sale shall be contingent upon the successful negotiation and execution of a Development Agreement for the Taylor-Tudor Redevelopment Project. The purchase price for the property shall be the sum of One Dollar (\$1.00) plus reasonable and customary closing costs. The agreement shall contain such further terms as recommended by the Mayor and Director of Law and shall be approved as to form by the Director of Law.

SECTION 2. This Council finds the aforementioned Property to be sold is not needed for municipal purposes.

SECTION 3. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the City to meet construction deadlines. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

MELODY JOY HART
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

REAL ESTATE PURCHASE AGREEMENT

(1900-1910, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio 44118)

This Real Estate Purchase Agreement (“**Agreement**”) is entered on _____, 2023 (“Effective Date”) between THE CITY OF CLEVELAND HEIGHTS, OHIO (“**Seller**”), a municipal corporation and political subdivision organized under the laws of the State of Ohio and its Charter, whose address is 40 Severance Circle, Cleveland Heights, Ohio 44118 and WXZ CPV LLC (“**Buyer**”), an Ohio limited liability company, whose address is 22720 Fairview Center Drive, Suite 150, Fairview Park, Ohio 44126.

ARTICLE 1. SALE OF THE PROPERTY; PURCHASE PRICE; CLOSING DATE

1.01 Sale of the Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, certain real property identified in the Cuyahoga County Records as Permanent Parcel Numbers 684-27-001, 684-26-011, and 684-26-012, and more commonly known as 1900-1910, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio 44118, as further described in **Exhibit “A”** attached hereto and incorporated herein by reference, together with all easements, privileges and rights appurtenant thereto (the “**Property**”).

1.02 Purchase Price. The purchase price for the Property shall be the sum of **ONE AND NO/100 DOLLAR (\$1.00)** (the “Purchase Price”), payable by Buyer to Seller on the Closing Date. The parties have agreed upon the purchase price of \$1.00 because they anticipate that the City will receive a mutually agreed-upon portion of tax increment financing service payments generated from the Property pursuant to a Development Agreement between the parties, as the same is defined in Section 2.02(D), below.

1.03 Closing Date. Closing shall occur within fifteen (15) days of the satisfaction of the certain Conditions of Escrow set forth in Sections 2.02(A), (C) and (D), below (the “**Closing Date**”).

ARTICLE 2. ESCROW

2.01 Opening of Escrow. An escrow account shall be opened, pursuant to this Agreement at Chicago Title Insurance Company, Attention: Dave Mader located at 1111 Superior Avenue, Suite 600, Cleveland, Ohio 44114 and phone number at 216-598-5924, and e-mail at: dave.mader@ctt.com (the “**Title Company**” or “**Escrow Agent**”), prior to the Closing Date.

2.02 Conditions of Escrow. The close of such escrow, the Seller’s obligation to sell the Property, and the Buyer’s obligation to purchase the Property pursuant to this Agreement are conditioned on:

A. Marketable Title. The conveyance to Buyer of good and marketable title to the Property, as evidenced by title insurance issued by the Title Company, subject only to restrictions, easements or conditions as may be approved in writing by Buyer. Immediately following execution of this Agreement, Buyer shall order a commitment for title insurance from the Title Company. Within fourteen (14) days of receipt of the commitment for title insurance, Buyer shall notify Seller in writing of any restrictions, easements or conditions shown therein, if any, which are objectionable to Buyer. If so notified, the items that are objectionable to Buyer shall be considered “**title defects**” and shall be removed by Seller on or before the expiration of the Inspection Period, as defined below. If the title defects cannot be removed by Seller or Seller elects not to cure the title defects on or before the expiration of the Inspection Period, or any extensions of the Inspection Period as may be agreed to by the Buyer for the correction of these title

defects and Buyer elects not to waive the title defects, this Agreement shall be null and void and all funds and documents previously delivered to the parties or deposited into escrow shall be returned to the respective parties who delivered or deposited such funds or documents, and there shall be no further liability between the parties. If Buyer does not notify Seller of any title defects within said fourteen (14) day period set forth above, then such lack of notice shall be construed as Seller having no objections to any title defects and the conditions of this subsection 2.02(A) shall be deemed satisfied.

B. Delivery of Possession of Property. Delivery of exclusive possession of the Property on the Closing Date.

C. Site Inspection Prior to Closing. Buyer's obligation to purchase the Property is contingent upon inspection of the Property, including, but not limited to, a Phase II Environmental Site Assessment, by a qualified professional(s) of Buyer's choice. If Buyer is not satisfied with such inspection(s) then Buyer will notify Seller within sixty (60) days of the Effective Date of this Agreement that Buyer is voiding this Agreement (the "Inspection Period"). If Buyer does not void this Agreement within such sixty (60) days from the Effective Date, then this condition shall be deemed satisfied.

REGARDLESS OF WHETHER BUYER CONDUCTS ANY SUCH INSPECTIONS, BUYER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS AND WILL BE MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE BY SELLER, INCLUDING WITHOUT LIMITATION THE CONDITION OR VALUE OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE. BY EXECUTING THIS AGREEMENT, BUYER EXPRESSLY ACKNOWLEDGES AND AGREES TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHICH ARE MATERIAL, NEGOTIATED TERMS OF THIS AGREEMENT WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS AGREEMENT WITH BUYER.

Notwithstanding the foregoing or anything to the contrary contained herein, in the event Buyer's site inspections, including Buyer's Phase II Environmental Site Assessment, reveals any recognized environmental conditions or other hazardous conditions which require remediation at the Property, Seller shall assist Buyer in such remediation efforts by facilitating and supporting Buyer's efforts to seek and obtain remediation grants (e.g., the Ohio Brownfield Remediation Program) and/or any other sources of funding to be used for remediation of such conditions.

D. Development Agreement The parties shall negotiate and execute, on or before the Closing Date, a development agreement ("Development Agreement") providing for the terms and conditions of the redevelopment of the Property by the Buyer; the terms and conditions of assistance and/or incentives provided by the Seller to induce the Buyer's redevelopment of the Property; and a description of future phases of redevelopment of the real property adjacent to, across the street from, or nearby the Property. Such Development Agreement shall be approved by Seller's Council prior to execution of the same.

E. Quit Claim Deed. Seller shall convey title to Buyer by a statutory form quit claim deed delivered to the Escrow Agent prior to closing. A copy of the deed is attached hereto as Exhibit "B".

2.03 Failure of Conditions. Should any of the conditions specified in Section 2.02 (A) through (D) of this Agreement fail to occur at or before the Closing Date, Buyer shall have the power, exercisable by the giving of written notice to the Escrow Agent and to the Seller, to cancel such escrow, terminate this Agreement, and recover any amounts paid by it to Seller or to the Escrow Agent on account of the purchase price of the Property. The exercise of such power by Buyer shall not, however, constitute a waiver by it of

any other rights it may have against Seller for breach of this Agreement. The Escrow Agent shall be, and is hereby, irrevocably instructed by Seller on such failure of conditions and receipt of such notice from Buyer to refund immediately to Buyer all moneys and instruments deposited by it in escrow pursuant to this Agreement.

2.04 Prorations. There shall be no proration between Seller and Buyer of the real property taxes and assessments levied or assessed against the Property as shown on the latest available tax bills, and Seller shall assume all taxes and assessments. Utilities shall not be prorated between Seller and Buyer, and Seller shall assume all utility costs and charges.

2.05 Brokers 'Commissions. Both parties represent that neither have used the services of a broker or real estate agent and therefore no commission or fee is due to any such person. If either party used the services of a broker or real estate agent, that party shall be solely responsible for such costs.

2.06 Closing Expenses. The expenses of closing described in this Article shall be paid in the following manner:

- A. The full cost of securing the title insurance shall be paid by Buyer.
- B. Any costs of transfer and recording of title shall be paid by Buyer.
- C. Seller shall pay for recording any mortgage releases.
- D. Buyer shall pay for the cost of a preliminary title report and the title commitment for title insurance.
- E. Buyer shall pay the Escrow Agent's fee.
- F. Buyer shall pay the cost to prepare and file the deed.
- G. Buyer shall pay the cost of any conveyance fees or transfer taxes, if any.
- H. Each party shall bear any attorney's fees, appraisal fees or other expenses that each party has incurred which are not otherwise addressed herein.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

3.01 Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

- A. At closing, the Property is vacant.
- B. At closing, there is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, by federal or state governmental authorities nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any federal or state governmental authority.
- C. As of the Closing Date, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.
- D. At closing, there shall be no mechanics' liens or other liens on the Property.

ARTICLE 4. BREACH

4.01 Breach by Seller. Should Seller default on the full and timely performance of any

obligations under the terms of this Agreement for any reason other than Buyer's default, Buyer may:

- A. Enforce specific performance of this Agreement;
- B. Request that any money paid to Seller shall be forthwith returned to Buyer; or
- C. Bring suit for damages against Seller.

4.02 Breach by Buyer. Should Buyer fail to consummate the purchase of the Property, the conditions to Buyer's obligations set forth in Paragraph 2.02 of this Agreement having been satisfied and Buyer being in default, and Seller not being in default hereunder, Seller may retain possession of the Property. The Seller may also terminate any Development Agreement governing the subject Property between Seller and Buyer. The Seller hereby waives any other legal right or remedy.

ARTICLE 5. MISCELLANEOUS

5.01 Binding Agreement. This Agreement shall be binding on the successors and the assigns of the parties.

5.02 Survival of Covenants. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transaction contemplated hereby shall survive the closing and shall not be merged therein.

5.03 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the following addresses.

If to the Seller: City of Cleveland Heights
40 Severance Circle
Cleveland Heights, Ohio 44118

Attn: Mayor
Roetzel & Andress
1375 East 9th Street, 10th Floor
Cleveland, Ohio 44114
Attn: William R. Hanna, Esq.

If to Buyer: WXZ CPV LLC
c/o WXZ Development LLC
22720 Fairview Center Drive, Suite 150
Fairview Park, Ohio 44126
Attn: Matthew Wymer
Email: mwymer@wxzinc.com

With a copy to: Kohrman Jackson & Krantz LLP
1375 East 9th Street, 29th Floor
Cleveland, OH 44114
Attn: Rich A. Morehouse, Esq.

5.04 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

5.05 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality

or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.06 Prior Agreements. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

5.07 Time. Time is of the essence in this Agreement.

5.08 Insurance. Seller shall maintain property damage and liability insurance on the Property until the Closing Date.

5.09 Counterparts. This Agreement shall be executed in one or more counterparts, including copies, PDF or other electronic means, all of which, when assembled, shall constitute an complete original agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands this _____ day of _____, 2023.

BUYER:
WXZ CPV LLC

By:

Title:

SELLER:
CITY OF CLEVELAND HEIGHTS

By:

Title: _____

Approved as to legal form.

William R. Hanna, Law Director

Dated: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1908, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio:

And known as being part of Sublot Nos. 4; 5 and 6 in The Monroe Allotment Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows: Beginning on the Westerly line of Taylor Road at the Southeasterly corner of said Sublot No. 6; Thence Northerly along said Westerly line of Taylor Road, 134.15 feet to the Southerly end of a turnout between said Westerly line of land and the Southerly line of Superior Park Drive; Thence Northwesterly along said turnout 32.71 feet to the Westerly end thereof; Thence Westerly along said Southerly line of Superior Park Drive, 84.25 feet; Thence Southerly on a line parallel to said Westerly line of Taylor Road, 154.90 feet to the Southerly line of said Sublot No. 6; Thence Easterly along said Southerly line of Sublot No. 6, 105 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the above parcel that part as shown by Dedication Plat, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, for Taylor Road widening being part of Euclid Township Lot Nos. 16 and 57, Tract 1.

Parcel Number: 684-27-001

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio:

And known as being part of Sublot Nos. 1, 2 and 3 in the Monroe Allotment Co.'s Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of Taylor Road, at the Northeasterly corner of said Sublot No. 1; thence Southerly along the Westerly line of Taylor Road, 124.79 feet to the Northerly end of a turnout between the Westerly line of Taylor Road, and the Northerly line of Superior Park Drive; thence Southwesterly along said turnout 31.63 feet to the Northerly line of Superior Park Drive; Thence Westerly along the Northerly line of Superior Park Drive, 85.57 feet to the Southeasterly corner of land conveyed to The Mera Realty Company by deed dated January 11, 1930 and recorded in Volume 3988, Page 79 of Cuyahoga County Records; Thence Northerly along the Westerly line of land so conveyed 145 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 27.22 feet to the Northwesterly corner of land

described in the Deed from The Cleveland Trust Company to The Orange Realty Company, dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so described in deed to The Orange Realty Company, about 0.45 feet to the Southwesterly corner thereof; Thence Easterly along the Southerly line of land so described in the Deed from The Orange Realty Company about 58 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 19 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-011

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio:

And known as being part of Sublot Nos. 36 and 37 in Seth Minor Subdivision of part of Original Euclid Township Lot Nos. 15 and 16, Tract No. 1, as shown by the recorded plat in Volume 85 of Maps, Page 23 of Cuyahoga County Records, and also a part of Sublot No. 1 in The Monroe Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, Tract No. 1, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of South Taylor Road, (formerly Taylor Road, 100 feet wide), as shown by the Dedication Plat of South Taylor Road Widening, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, at a point which is distant 100 feet Northerly, measured along the Westerly line of South Taylor Road, from its intersection with the Southerly line of said Sublot No. 37; thence Westerly parallel to the Southerly line of Sublot No. 37, 80 feet; thence Southerly and parallel to the Westerly line of South Taylor Road, 100 feet to the Southerly line of said Sublot No. 37; Thence Easterly along the Southerly line of said Sublot No. 37, about 23 feet to the Northwesterly corner of the land conveyed to The Orange Realty Company by deed dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so conveyed to The Orange Realty Company, 0.45 feet to the Southwesterly corner, thereof; thence Easterly along the Southerly line of land so conveyed to The Orange Realty Company about 57 feet to the Westerly line of South Taylor Road; thence Northerly along the Westerly line of South Taylor Road, about 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-012

EXHIBIT B

QUIT-CLAIM DEED

(Pursuant to Ohio Revised Code Section 5302.11)

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF CLEVELAND HEIGHTS, an Ohio municipal corporation and political subdivision organized under the laws of the State of Ohio and its Charter, whose tax mailing address is 40 Severance Circle, Cleveland Heights, Ohio 44118, as Grantor, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer, convey, grant and quitclaim unto WXZ CPV LLC, an Ohio limited liability company, the Grantee, whose tax mailing address is c/o WXZ Development LLC, 22720 Fairview Center Drive, Suite 150, Fairview Park, Ohio 44126, Grantors entire interest in the following described real property (the "**Property**"):

Legal Description Attached hereto as Exhibit A

Property Address: 1900-1910, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio 44118

Permanent Parcel Nos.: 684-27-001
684-26-011
684-26-012

Prior Deed References: Instrument No. 201801220500 (as to PPN 684-27-001)
Instrument No. 202111120067 (as to PPN 684-26-011 and 684-26-012)

Except a) any mortgage assumed by Grantee, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the real property transferred herein, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable.

City of Cleveland Heights

Khalil Seren, Mayor

ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Khalil Seren, the Mayor of the City of Cleveland Heights, a municipal corporation, on behalf of the City.

NOTARY PUBLIC
My Commission Expires:

This Instrument Prepared By:
Kohrman Jackson & Krantz LLP
1375 East 9th Street, 29th Floor
Cleveland, Ohio 44114
Attn: James J. Scherer
Email: jjs@kjk.com

Exhibit A
to Quitclaim Deed

Address: 1908, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio:

And known as being part of Sublot Nos. 4; 5 and 6 in The Monroe Allotment Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows: Beginning on the Westerly line of Taylor Road at the Southeasterly corner of said Sublot No. 6; Thence Northerly along said Westerly line of Taylor Road, 134.15 feet to the Southerly end of a turnout between said Westerly line of land and the Southerly line of Superior Park Drive; Thence Northwesterly along said turnout 32.71 feet to the Westerly end thereof; Thence Westerly along said Southerly line of Superior Park Drive, 84.25 feet; Thence Southerly on a line parallel to said Westerly line of Taylor Road, 154.90 feet to the Southerly line of said Sublot No. 6; Thence Easterly along said Southerly line of Sublot No. 6, 105 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the above parcel that part as shown by Dedication Plat, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, for Taylor Road widening being part of Euclid Township Lot Nos. 16 and 57, Tract 1.

Parcel Number: 684-27-001

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio:

And known as being part of Sublot Nos. 1, 2 and 3 in the Monroe Allotment Co.'s Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of Taylor Road, at the Northeasterly corner of said Sublot No. 1; thence Southerly along the Westerly line of Taylor Road, 124.79 feet to the Northerly end of a turnout between the Westerly line of Taylor Road, and the Northerly line of Superior Park Drive; thence Southwesterly along said turnout 31.63 feet to the Northerly line of Superior Park Drive; Thence Westerly along the Northerly line of Superior Park Drive, 85.57 feet to the Southeasterly corner of land conveyed to The Mera Realty Company by deed dated January 11, 1930 and recorded in Volume 3988, Page 79 of Cuyahoga County Records; Thence Northerly along the Westerly line of land so conveyed 145 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 27.22 feet to the Northwesterly corner of land

described in the Deed from The Cleveland Trust Company to The Orange Realty Company, dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so described in deed to The Orange Realty Company, about 0.45 feet to the Southwesterly corner thereof; Thence Easterly along the Southerly line of land so described in the Deed from The Orange Realty Company about 58 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 19 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-011

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio:

And known as being part of Sublot Nos. 36 and 37 in Seth Minor Subdivision of part of Original Euclid Township Lot Nos. 15 and 16, Tract No. 1, as shown by the recorded plat in Volume 85 of Maps, Page 23 of Cuyahoga County Records, and also a part of Sublot No. 1 in The Monroe Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, Tract No. 1, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of South Taylor Road, (formerly Taylor Road, 100 feet wide), as shown by the Dedication Plat of South Taylor Road Widening, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, at a point which is distant 100 feet Northerly, measured along the Westerly line of South Taylor Road, from its intersection with the Southerly line of said Sublot No. 37; thence Westerly parallel to the Southerly line of Sublot No. 37, 80 feet; thence Southerly and parallel to the Westerly line of South Taylor Road, 100 feet to the Southerly line of said Sublot No. 37; Thence Easterly along the Southerly line of said Sublot No. 37, about 23 feet to the Northwest corner of the land conveyed to The Orange Realty Company by deed dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so conveyed to The Orange Realty Company, 0.45 feet to the Southwesterly corner, thereof; thence Easterly along the Southerly line of land so conveyed to The Orange Realty Company about 57 feet to the Westerly line of South Taylor Road; thence Northerly along the Westerly line of South Taylor Road, about 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel Number: 684-26-012