

ORDINANCE NO. 107-2024(PD), *Second Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute an agreement for the purchase of certain real property located at 2172 Grandview Avenue, Permanent Parcel No. 685-26-083 and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, certain real property identified as Permanent Parcel No. 685-26-083, and more commonly known as 2172 Grandview Avenue, Cleveland Heights, Ohio, (the "Property") is currently owned by Grandview-Bellfield Development LLC; and

WHEREAS, the City desires to obtain title to said property for development into a public parking lot; and

WHEREAS, this Council has determined that the development of said property into a public parking lot will benefit the Cedar Fairmount Business District and is in the best interest of the City and its residents.

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 purchase from Grandview-Bellfield Development LLC the real property identified as Permanent Parcel No. 685-26-083 also identified as 2172 Grandview Avenue, Cleveland Heights, Cuyahoga County, Ohio (the "Property") The purchase agreement shall be substantially in the form of the draft agreement attached hereto as **Exhibit "A"** and incorporated herein by reference. The purchase price for the property shall be the sum of Six Hundred Sixty Thousand Dollars (\$660,000.00) 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. 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 3. 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 Ordinance 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.



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TONY CUD  
President of Council



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ADDIE BALESTER  
Clerk of Council

PASSED: June 24, 2024

Presented to Mayor: 06/25/2024

Approved: 06/27/2024



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KAHLIL SEREN  
Mayor

## **REAL ESTATE PURCHASE AGREEMENT**

**THIS REAL ESTATE PURCHASE AGREEMENT** ("Agreement") is made and entered into as of the \_\_\_ day of June 2024 ("Effective Date"), by and between **GRANDVIEW-BELLFIELD DEVELOPMENT LLC** ("Seller"), an Ohio limited liability company, whose mailing address is 2460 Fairmount Boulevard, Suite 311, Cleveland Heights, Ohio 44106, and the **CITY OF CLEVELAND HEIGHTS, OHIO** ("Buyer"), an Ohio municipal corporation, whose mailing address is 40 Severance Circle, Cleveland Heights, Ohio 44118.

### **RECITALS:**

**WHEREAS** Seller is the owner of certain real property as set forth herein, and desires to sell the same to the Buyer upon the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Buyer desires to purchase from Seller that certain real property and own the same upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer covenant and agree as follows:

1. **PROPERTY.** Buyer shall purchase from Seller, and Seller shall sell to Buyer, that certain parcel of land commonly known as 2172 Grandview Avenue, Cleveland Heights, Ohio 44106, containing approximately 0.76 acres, identified in the Cuyahoga County Records as Parcel 685-26-083, and more particularly described on Exhibit A attached hereto and by reference made a part hereof (the "Property").

2. **PURCHASE PRICE.** The purchase price of the Property ("Purchase Price") shall be the sum of Six Hundred Sixty Thousand and no/100 Dollars (\$660,000.00), payable at Closing (as defined below), in immediately available funds subject to the adjustments and prorations as set forth herein.

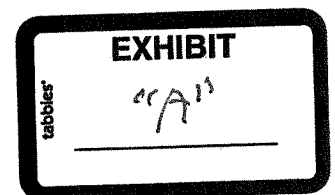
3. **TITLE COMPANY; TITLE EXAMINATION.**

3.1 Chicago Title Insurance Company, with a principal place of business located at 1111 Superior Ave, Suite 602, Cleveland, Ohio 44114, shall serve as the escrow agent for this transaction ("Title Company" or "Escrow Agent").

3.2 Seller has already furnished Buyer with a commitment for a standard ALTA owner's policy of title insurance ("Commitment") on the Property, in an amount equal to the Purchase Price.

3.3 Seller warrants and agrees that the Property is being sold by Seller to Buyer hereunder free and clear of all liens, claims and encumbrances, except for the following title matters ("Permitted Exceptions"):

Error! Unknown document property name.



- (i) any and all provisions of any general ordinance, municipal regulation, or public law, including zoning and building laws and regulations;
- (ii) real estate taxes and assessments, both general and special, which are a lien but not yet due and payable (the "Taxes");
- (iii) legal highways;
- (iv) easements, restrictions and other matters of record shown in the Commitment.

In the event any title matter objectionable to the Buyer, other than Permitted Exceptions, is discovered, Buyer shall notify Seller of any objections as to such matters within fifteen (15) days of the Effective Date. If Buyer fails to object to any such matters, then Buyer waives its right to object, and any such matter shall be deemed to be Permitted Exceptions. If Buyer delivers written notice to Seller, then Seller shall have fifteen (15) days after receipt of such notice to have such objections removed from the Commitment, or to cause the Title Company to commit to issue an endorsement insuring Buyer against loss or damage to Buyer that may be caused by such unpermitted exceptions. Seller shall also be required to cure all matters reflected in Schedule B, Part I of the Commitment within such fifteen (15) day period, none of which shall be considered a Permitted Exception to title, nor shall Buyer be required to make any objection with respect thereto. If Seller is unable or unwilling to remove or cause the removal of Buyer's title objections from the Commitment or have the same endorsed over, Buyer may elect to either: (1) terminate this Agreement by written notice to Seller; or (2) accept title to the Property subject to the objection(s) and proceed to Closing. Notwithstanding the foregoing, Seller shall have an absolute obligation to satisfy outstanding mechanics, mortgage related and judgment liens encumbering the Property.

4. **TITLE TO PROPERTY.** On the Closing Date, Seller shall convey indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions, by limited warranty deed (the "Deed") in the form of **Exhibit B** attached hereto).

5. **SURVEY OF PROPERTY.** During the Inspection Period (as defined herein), Buyer shall have the right to cause an ALTA survey of the Property ("Survey"), to be prepared by a registered land surveyor, duly licensed in the State of Ohio. The Survey shall be certified to the Buyer and Title Company. Buyer shall pay for the cost of the Survey.

In the event the Survey discloses any matter objectionable to the Buyer other than the Permitted Exceptions enumerated in Section 3.2, above, Buyer shall notify Seller of any objections as to such matters within fifteen (15) days after receipt by Buyer of the Survey. If Buyer fails to object to any such matters, then Buyer waives its right to object and such matters shall be deemed to be Permitted Exceptions. If Buyer delivers written notice to Seller, then Seller shall have fifteen (15) days after receipt of such notice to cure all matters objected to by Buyer. If Seller is unable

or unwilling to cure the matters objected to by Buyer, then Buyer may elect to either: (1) terminate this Agreement by written notice to Seller; or (2) accept the Survey subject to the objection(s) and proceed to Closing.

## **6. INSPECTION PERIOD.**

6.1 Subject to the terms of this Section, the Buyer shall have up to ninety (90) days from the Effective Date, as may be extended by mutual written agreement of the parties, ("Inspection Period") within which to satisfy the following contingencies.

- (i) Environmental Conditions. The Buyer, or its agents, shall be permitted reasonable access to the Property during the Inspection Period, subject to the provision of Subsection 6.3 below, in order to determine for itself the environmental condition of the Property. If Buyer discovers the presence of hazardous materials (as defined herein), or any other environmental conditions that materially adversely affect the Property, in Buyer's reasonable judgment, then Buyer may terminate this Agreement by delivering the Inspection Notice (as defined herein) to Seller. If Buyer fails to deliver such notice of termination to Seller within the Inspection Period, then Buyer shall be deemed to have accepted the environmental condition of the Property. Unless Buyer delivers timely notice to Seller of Buyer's election pursuant to this paragraph, and the following paragraph, Buyer agrees to accept the Property "AS IS" "WHERE IS".
- (ii) Physical Inspection Contingency. Within the Inspection Period, Buyer or its agents shall determine for itself the physical condition (other than environmental matters) of the Property including, but not limited to general inspections and surveys of the Property, soil, and any other appropriate tests to determine the condition of the Property, the suitability for the Buyers's intended use, whether the Property is in compliance with all applicable federal, state, or local laws, rules, ordinances, regulations, and codes, and any other matters which the Buyer desires to inspect. If Buyer discovers any such conditions, which renders the Property unfit for Buyer's intended use, in Buyer's reasonable discretion, then Buyer may terminate this Agreement by sending to Seller the Inspection Notice. Unless Buyer delivers timely notice to Seller of Buyer's election pursuant to this paragraph, and the preceding paragraph, Buyer agrees to accept the Property "AS IS" "WHERE IS".

6.2 Prior to the expiration of the Inspection Period, as may be extended as provided in Section 6.1, above, Buyer shall notify Seller in writing of Buyer's election to terminate

this Agreement ("Inspection Notice"). In such event:

- (i) If Buyer so elects to terminate this Agreement for any reason permitted under Section 6.1, the parties shall have no further obligation to the other under this Agreement, except for Buyer's obligation to restore the Property.
- (ii) If this Agreement is not terminated as provided above, then Buyer shall be deemed to have satisfied itself as to the condition of the Property.

6.3 The Inspection Period shall be conducted subject to the following terms:

- (i) During the Inspection Period Seller shall permit Buyer, or its authorized or designated representatives or agents, to enter the Property from time to time, during normal business hours and upon reasonably advance notice, for the purpose of performing tests, environmental audits, engineering studies, surveys, and other inspections, studies and tests on the Property as Buyer may reasonably deem necessary, at Buyer's sole cost and expense. Buyer may not conduct any destructive or invasive testing without the prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed.
- (ii) Buyer agrees that prior to Closing Date it shall neither make nor allow to be made any material changes in or to any part of the Property without the prior written consent of Seller.
- (iii) Buyer shall promptly repair and restore the Property to the same condition as existed immediately prior to such entry. Buyer's obligation for restoration of the Property as provided in this Section shall survive the termination of this Agreement prior to such Closing Date for a period of three (3) months.
- (iv) Upon execution of this Agreement, Seller shall promptly provide Buyer copies of all environmental, soil testing and other reports concerning the condition of the Property in Seller's possession.

**7. SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby warrants and represents to Buyer on the Effective Date and again on the Closing Date as follows:

7.1 No Litigation. Seller has no knowledge nor has Seller received formal written notice, of (a) any actual or threatened or pending litigation or proceeding by any

organization, person, individual or governmental agency against Seller or any person with respect to the Property or against the Property, (b) any violation of the Property's compliance with applicable fire safety laws, building code ordinances, zoning ordinances or any similar statutes, ordinances, laws, rules or regulations, including, but not limited to, the Americans With Disabilities Act, (c) any condition, defect or inadequacy which, if not corrected, would result in the termination of insurance coverage, (d) any pending proceedings which could cause the change, redefinition or other modification of the zoning classifications or of other legal requirements applicable to the Property or any part thereof, or (e) pending or threatened condemnation proceeding that would affect the Property.

7.2 Authority. Seller's execution, delivery and performance of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under any contract, instrument, law, governmental rule, regulation, judgment, decree or order to which Seller is a party or by which Seller is bound.

7.3 Mechanic's Liens. Seller has paid for all work, labor and materials furnished to the Property prior to Closing and agrees to indemnify, defend and hold Buyer harmless from and against any and all mechanics' and materialmen's liens arising from work, labor or materials contracted for by Seller.

7.4 Miscellaneous. The representations and warranties contained in this Section 7 shall be materially true and correct as of the Effective Date and at Closing. In the event that Seller learns that the representations and warranties were not materially true when made, or any change has occurred that renders such representations or warranties materially untrue between the Effective Date and the Closing Date, Seller shall promptly notify Buyer in writing of such change. If thereafter requested in writing by Buyer, Seller shall then use its good faith efforts to cure such change after giving or receiving notice thereof as require herein. The Closing Date shall be automatically extended in order to allow Seller to cure such change for a period of time not to exceed thirty (30) days. In the event Seller so cures such change, this Agreement shall remain in full force and effect. If Seller is unable or unwilling to cure such change, Buyer may either (a) terminate this Agreement by written notice to Seller, in which case the parties shall have no further rights or obligations hereunder, except for those which expressly survive such termination, or (b) waive such right to terminate and proceed with the transaction pursuant to the remaining terms and conditions of this Agreement. The representations and warranties contained in this Section 7 shall survive Closing but shall terminate twelve (12) months after the Closing Date, unless a suit is filed thereupon in a court of competent jurisdiction on or before the expiration of said twelve (12) month period.

8. **CONDITIONS TO CLOSING.** The Closing of the sale of the Property is conditioned upon the items set forth in this Section. The failure of any one or more of these conditions to occur on or before Closing shall, unless the date of Closing is extended as set forth in Section 9, render this Agreement null and void.

8.1 The representations and warranties contained in Section 7 of this Agreement shall be materially true on the Closing Date as though those representations and warranties were made on that date.

8.2 Buyer has approved all of the matters set forth in Section 6 of this Agreement, or the time for Buyer's approval has lapsed.

8.3 The Title Company shall at Closing have delivered or irrevocably committed itself in writing to deliver the owner's policy of title insurance required by Section 3.

8.4 Seller and Buyer shall have executed and delivered such other documents and agreements as may be required by the Title Company to effectuate the sale of the Property.

## **9. CLOSING.**

9.1 Closing shall occur on or before (30) days after the earlier of: (i) expiration of the Inspection Period, as may be extended by mutual agreement of the Seller and Buyer pursuant to Section 6.1, above, or (ii) waiver of all of the Buyer's closing conditions ("Closing" and/or "Closing Date").

9.2 Seller and Buyer shall deposit each of the documents, instruments and amounts required of them hereunder with the Escrow Agent no later than one (1) day before the Closing Date.

9.3 On the Closing Date, the Escrow Agent shall file the Deed for record in the public records of Cuyahoga County. After recording the Deed, the Escrow Agent shall deliver to Seller, as quickly as practicable, the Escrow Agent's Closing Statement of account and its check payable to Seller, or bank wire, in an amount equal to the remaining balance of the Purchase Price after first deducting therefrom Seller's share of the closing costs as follows: (i) preparation and recording of the Deed; (ii) the cost of the issuance of the Commitment and the cost of the title search; (iii) any conveyance fees or transfer taxes or documentary stamps; (iv) the cost of the premium for the owner's policy of title insurance (including the cost of endorsements requested by the Buyer or Buyer's lender); and (v) the escrow fee.

9.4 The Escrow Agent shall deliver to Buyer, as quickly as practicable, the recorded Deed, the owner's policy of title insurance, the Escrow's Agent's Closing Statement of account.

All other closing costs set forth in Section 9.3 of this Agreement shall be paid by Seller, provided, however, that each party shall pay their own legal fees.

9.5 All utility meters respecting utility services provided to the Property shall be read and bills shall be issued therefore as of the Closing Date. All assessments and utility



charges for periods prior to the Closing Date shall be paid by Seller prior to the Closing Date and the utilities shall be transferred to Buyer's name on the Closing Date. Buyer shall pay all utility charges accruing from and after the Closing. Seller shall indemnify, defend and hold the Buyer harmless from and against any and all liability, cost or expense incurred by the Buyer with respect to all utilities and service contracts affecting the Property that become due or owing by the Seller after the Closing Date, which occurred on or prior to the Closing Date.

10. **PRORATIONS.** All Taxes shall be prorated and adjusted between Seller and Buyer as of midnight on the Closing Date, with Seller charged for the days prior to the Closing Date, on the basis of the last officially certified and available tax duplicate for the Property. There shall be no proration of taxes following Closing.

11. **POSSESSION.** Possession of the Property shall be delivered by Seller to Buyer on the Closing Date. Seller shall deliver all other items related to the use of the Property to the Buyer on the Closing Date.

12. **BROKER'S COMMISSION.** The parties represent and warrant to each other that neither has engaged any broker or brokerage company in connection with the proposed sale of the Property.

13. **SELLER'S DEFAULT.** If Seller fails or refuses to perform any of its obligations as set forth herein, Buyer may, in addition to all other legal or equitable claims, including recovery of damages for such default, terminate this Agreement, in which event Seller shall reimburse Buyer for its out-of-pocket costs and expenses incurred in connection with this transaction, including, without limitation, reasonable attorneys' fees.

This provision shall expressly survive the termination of this Agreement.

14. **BUYER'S DEFAULT.** If Buyer fails or refuses to perform any of its obligations as set forth herein, Seller may, in addition to all legal or equitable claims, including recovery of damages for such default, terminate this Agreement, in which event Buyer shall reimburse Seller for its out-of-pocket costs and expenses incurred in connection with this transaction, including, without limitation, reasonable attorneys' fees.

This provision shall expressly survive the termination of this Agreement.

15. **CONDEMNATION AND EMINENT DOMAIN.** Buyer shall have the right, in the event that, subsequent to the Effective Date of this Agreement and prior to the Closing Date, a material part of the Property is taken in the exercise of the power of eminent domain which in Buyer's reasonable discretion has a material and adverse effect on the intended use of the Property, by written notice to Seller, to elect to cancel this Agreement prior to the Closing Date, in which event this Agreement shall terminate and both Buyer and Seller shall be released from any further liability hereunder; and neither party shall have any further rights and/or obligations hereunder other than

those rights and/or obligations which are expressly stated to survive expiration or termination of this Agreement. If no election is made by the Buyer, this Agreement shall remain in full force and effect and the purchase and sale contemplated herein, less any interest taken by eminent domain, shall be effected with no further adjustment and Seller shall, on the Closing Date, assign, transfer, and set over to Buyer all Seller's right, title and interest in and to any awards that have been or that may thereafter be made for such taking.

In the event all or substantially all of the Property is taken in the exercise of the power of eminent domain, this Agreement shall terminate, all damages awarded for such condemnation or taking, shall be paid to Seller.

16. **DAMAGE OR DESTRUCTION.** If, prior to the Closing, all or any part of the Property is damaged or destroyed by any cause, Seller agrees to give Buyer prompt written notice of such occurrence and the nature and extent of such damage and destruction, and Buyer, by written notice to Seller, to be received within thirty (30) calendar days of Buyer's receipt of Seller's notice of such damage or destruction, or by the Closing Date, whichever is earlier, may elect to terminate this Agreement.

If this Agreement is terminated, the parties shall have no further rights or obligations hereunder, except for those that expressly survive any such termination. If Buyer does not elect to terminate this Agreement following any notice of damage or destruction to the Property, as provided above, this Agreement shall remain in full force and effect and the conveyance of the Property contemplated herein, shall be effected with no adjustments. At the Closing, in addition to transfer of the Property in an "as-is" condition, Seller shall assign, transfer and set over to Buyer all of Seller's right, title and interest in and to any awards, payments or insurance proceeds for the actual value of the property lost or destroyed that have been or may thereafter be made for any damage or destruction, to the extent such awards, payments or proceeds shall not have theretofore been used by Seller for restoration of the Property pursuant to a plan of restoration approved in writing by Buyer. Buyer shall also receive a credit against the Purchase Price for any deductible under any insurance policy, to the extent applicable (e.g., if Seller has expended an amount equal to the deductible on damage repair, a deductible offset would not apply).

17. **ASSIGNMENT.** Buyer may, after notice to Seller, but without the consent of Seller, assign Buyer's right, title and interest in and to this Agreement to an entity wholly owned or controlled by Buyer; provided any such assignee accept such assignment and assumes all of Buyer's obligations under this Agreement. No assignment shall relieve Buyer from liability for performance of its obligations hereunder. The representations, covenants, obligations, and agreements contained in this Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

18. **NOTICES.** All notices, requests and other communication required under this Agreement, or required by law, shall be in writing and shall be deemed given when and if (a) personally delivered, (b) confirmed delivery via email; (c) delivered by overnight private courier

service which in the ordinary course of its business maintains a record of receipt of each of its deliveries, or (d) when delivered by United States mail, postage prepaid, certified, return receipt requested, addressed to the parties at their respective addresses set forth in the first paragraph of this Agreement.

19. **PERFORMANCE.** If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

20. **PARAGRAPH HEADINGS.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

21. **INTERPRETATION.** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

22. **ENVIRONMENTAL.**

(i) Definitions.

(a) “Environmental Laws” shall mean any applicable federal, state and local law (including common law), judicial decision, permit, statute, ordinance, rule, regulation, code, order, judgment decree or injunction which is legally binding relating to (i) the protection of the environment or natural resources (including, without limitation, air, water, surface water, groundwater, drinking water and surface or subsurface land), (ii) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, protection, release or disposal of, pollutants and Hazardous Material, or (iii) the effect on the environment or human health or safety.

(b) “Hazardous Material” shall mean any waste, pollutant, chemical, contaminant, material, substance or organism which alone or in combination with others is regulated, defined, listed or may impose liability under Environmental Laws.

(ii) Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against any claims, complaints, actions, causes of action, administrative proceedings, judgments, or other costs (including the costs of such action and reasonable attorney fees) related to the violation of any Environmental Law by Seller as a result of any conduct by Seller while it owned the Property, including any cost to remediate Hazardous Material on or in the Property. This Section 22 shall survive the Closing of this Agreement.

23. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which

counterparts taken together shall be deemed to be but one original. This Agreement may be transmitted by facsimile machine or by electronic mail in portable document format (i.e., .pdf) and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. The failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof.

24. **PARTIAL INVALIDITY.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such term or provision shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. **GOVERNING LAW.** This Agreement shall be construed, and the rights and obligations of the Seller and Buyer hereunder shall be determined, in accordance with the laws of the State of Ohio. Venue for any claims shall be in the courts of competent jurisdiction located in the State of Ohio.

26. **NON-MERGER.** Any provision hereof which by its terms would be performed after the Closing Date shall survive the closing and shall not merge in the closing or the Deed.

27. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings, if any. This Agreement may be amended, supplemented or modified only in a writing signed by the parties hereto.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the Effective Date.

**SELLER:**

**GRANDVIEW-BELLFIELD  
DEVELOPMENT LLC**, an Ohio limited liability  
company

By: The Cedar-Grandview Company, an Ohio  
corporation, its sole member

By: \_\_\_\_\_  
Salvatore J. Russo, President

By: \_\_\_\_\_  
Salvatore V. Russo, Vice-President

**BUYER:**

**CITY OF CLEVELAND HEIGHTS, OHIO**, an  
Ohio municipal corporation

By: \_\_\_\_\_  
Kahlil Seren, Mayor

Approved as to legal form and correctness:

\_\_\_\_\_  
Willaim R. Hanna, Director of Law

FISCAL OFFICER'S CERTIFICATE

CITY OF CLEVELAND HEIGHTS, OHIO

The undersigned, Director of Finance of the City of Cleveland Heights, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2024 under the Agreement have been lawfully appropriated by the Council of the City of Cleveland Heights, Ohio for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

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Director of Finance  
City of Cleveland, Ohio

Dated: \_\_\_\_\_, 2024

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio, known as being all of Sublots 128, 129, 130, 131, 132, and 133 in the Walton Bros. Cedar Heights Allotment, of part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and more further known as being Parcel "A" containing 0.7608 Acre (33,139 S.F.) of land in the Lot Consolidation Plat for Grandview-Bellfield Development LLC as shown by the recorded plat in A.F.N. 201907090291 of the Cuyahoga County Map Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Address: 2172 Grandview Avenue, Cleveland Heights, Ohio 44106  
Permanent Parcel Number: 685-26-083

## **EXHIBIT B**

### **LIMITED WARRANTY DEED** (pursuant to Ohio Revised Code Section 5302.07)

**KNOWN ALL MEN BY THESE PRESENTS**, that **GRANDVIEW-BELLFIELD DEVELOPMENT LLC**, an Ohio limited liability company (the “Grantor”), for valuable consideration paid, grants with limited warranty covenants, to the **CITY OF CLEVELAND HEIGHTS, OHIO**, an Ohio municipal corporation (the “Grantee”), whose tax mailing address is 40 Severance Circle, Cleveland Heights, OH 44118, the following real property (“Property”):

The legal description of the Property is attached hereto as Exhibit A and incorporated herein by reference.

Also known as: 2172 Grandview Avenue, Cleveland Heights, Ohio  
44106

Permanent Parcel Number: 685-26-083

Prior Instrument Reference: 201907090291

The Property is subject, however, to all applicable zoning ordinances, legal highways, taxes and assessments, if any, not yet due and payable, all applicable restrictions, conditions, limitations, leases, rights of way, reservations and easements of record.



Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANDVIEW-BELLFIELD  
DEVELOPMENT LLC**

By: Salvatore J. Russo, President

By: Salvatore V. Russo, Vice-President

STATE OF OHIO )  
 ) ss  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2024 by Salvatore J. Russo, the President, and Salvatore V. Russo, the Vice-President, of **GRANDVIEW-BELLFIELD DEVELOPMENT LLC**, an Ohio limited liability company, on behalf of the company. This is an acknowledgement only. No oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

Notary Public

This Instrument prepared by:  
Natalie Rothenbuecher, Esq.  
Roetzel & Andress  
A Legal Professional Association  
222 South Main Street  
Akron, OH 44308  
(330) 376-2700

nrothenbuecher@ralaw.com

Exhibit A  
to Limited Warranty Deed

Legal Description:

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio, known as being all of Sublots 128, 129, 130, 131, 132, and 133 in the Walton Bros. Cedar Heights Allotment, of part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and more further known as being Parcel "A" containing 0.7608 Acre (33,139 S.F.) of land in the Lot Consolidation Plat for Grandview-Bellfield Development LLC as shown by the recorded plat in A.F.N. 201907090291 of the Cuyahoga County Map Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Address: 2172 Grandview Avenue, Cleveland Heights, Ohio 44106  
Permanent Parcel Number 685-26-083