

RESOLUTION NO. 2024-71
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO A DEVELOPMENT AGREEMENT WITH
PREMIER MAYFIELD, LLC**

WHEREAS, the Village and Premier Mayfield, LLC, (“Developer”) are desirous of working together to obtain ownership of property located at the north end of the Village, currently zoned Single-Family House and/or Office Laboratory, and comprising approximately +/- 16.2 acres of land, to be known as the North End Development Property (“NEDP”); and

WHEREAS, the Village and Developer wish to enter into this Development Agreement to set forth the terms and conditions under which the Village and the Developer intend to acquire, plan, market and develop the NEDP; and

WHEREAS, the Developer and the Village will use their best efforts to plan, market and develop the NEPD for the purpose of attracting one or more large-scale light industrial End User(s); and

WHEREAS, readying the NEDP for a subsequent sale or lease to End User(s), shall be in addition to securing any available incentives for necessary improvements to be made to the NEDP; and

WHEREAS, the Village has determined that acquiring, planning, marketing, and developing the NEPD by the Village and Developer, and the fulfillment generally of the terms of this Development Agreement, are in the best interests of the Village and the health, safety, and welfare of the public.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Mayor and President of Council are authorized and directed to enter a Development Agreement with Premier Mayfield, LLC in a form sustainably similar to the Development Agreement, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it allows economic development in the Village to move forward as soon as possible. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.

STEPHEN SCHUTT
Council President

First Reading: _____, 2024

Second Reading: _____, 2024

Third Reading: _____, 2024

PASSED: _____, 2024

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, ESQ.
Director of Law

ATTEST: _____
MARY E. BETSA, MMC
Clerk of Council

DEVELOPMENT AGREEMENT

Between

MAYFIELD VILLAGE, OHIO
and
PREMIER MAYFIELD, LLC

This Development Agreement (“Development Agreement”) is entered into this ___ day _____, 2024 (“Effective Date”) between MAYFIELD VILLAGE, OHIO (“Village”), and PREMIER MAYFIELD, LLC, on behalf of PREMIER COMMERCIAL REALTY, LLC (“Developer”), under the following circumstances (capitalized terms are used with the meanings given them in the Development Agreement, later defined in Schedule 1).

Recitals

WHEREAS, the Village and the Developer are desirous of working together to obtain ownership of property located at the north end of the Village, currently zoned Single-Family House and comprising approximately +/- 16.2 acres of land, to be known as the North End Development Property (“NEDP”); and

WHEREAS, the Village and Developer wish to enter into this Development Agreement to set forth the terms and conditions under which the Village and the Developer intend to acquire, plan, market and develop the NEDP; and

WHEREAS, the Developer and the Village will use their best efforts to plan, market and develop the NEPD for the purpose of attracting one or more large-scale light industrial End User(s); and

WHEREAS, readying the NEDP for a subsequent sale or lease to End User(s), shall be in addition to securing any available incentives for necessary improvements to be made to the NEDP; and

WHEREAS, the Village has determined that acquiring, planning, marketing, and developing the NEPD by the Village and Developer, and fulfillment generally of the terms of this Development Agreement, are in the best interests of the Village and the health, safety, and welfare of the public.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained in this Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I

The Village

Section 1.1. Representations.

The Village makes the following representations:

- (a) It is a political subdivision, duly organized and validly existing under the laws of Ohio and its Charter.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio or its Charter, to an extent that would impair its ability to carry out its obligations under this Development Agreement.
- (d) It has the power to enter into and perform its obligations under this Development Agreement.
- (e) Its Village Council has duly authorized the signing, delivery, and performance of this Development Agreement by the Mayor and President of Council.

Section 1.2. Village obligations to facilitate the planning, marketing, and development of the North End Development Property.

Subject to the terms of this Development Agreement, the Village agrees to use its best efforts to ready the NEDP for development as follows:

- (a) The Village will pass all legislation necessary to satisfy its obligations under this Development Agreement and enact any and all necessary and required legislation consistent with this Development Agreement.
- (b) Once all the Developer Acquisition Parcels are either under contract or have been acquired in fee title by the Developer, the Village will seek to have the NEDP placed on the ballot at the next general election for approval to be rezoned to Production Distribution. Developer Acquisition Parcels include: PPN 831-04-003, PPN 831-05-002
- (c) If the rezoning is approved by the voters, the Village will work with the Developer to develop a plan to construct an approximately 76,000 square foot industrial facility to accommodate an established, nationally-branded building materials supplier for the purpose of its headquarters, project management, engineering, customer service, showroom, and logistics operations (hereinafter “the Company”) that has an annualized payroll of at least \$6,000,000 as of Effective Date.
- (d) After the Effective date of this Development Agreement, but prior to rezoning the NEDP to Production Distribution, the Village shall have the fair market value of Village-owned parcels within the NEDP established by a licensed appraiser, which shall be appraised as

currently zoned as of the Effective Date. After each Village-owned parcel is appraised, an addendum to this Development Agreement shall be executed by the Parties, fixing the purchase price for each of the Village-owned parcels in the NEDP to be sold to the Developer. Village-owned parcels to be sold to the Developer for this purpose include: PPN 831-04-001, PPN 831-04-002, PPN 831-05-001, PPN 831-05-003, PPN 831-05-004

- (e) The Village agrees to sell to Developer Village-owned parcels as necessary to facilitate construction of the facility described above.

The Developer agrees to buy the Village-owned parcels, based upon the property's fair market value as determined by a licensed appraiser and described in Section (d) above, and upon such terms and conditions as are agreed to in a subsequent written purchase agreement between the Parties, with the purchase price and any related costs and expenses paid for by the Developer. The sale shall be "as is where is" and subject to the terms of this Development Agreement, all liens, encumbrances, and restrictions of record.

- (f) The Village will provide the local incentives to Developer and the Company as described on the attached Exhibit C. .
- (g) The Village agrees to review and approve plans for the Company's facility which meet or exceed applicable criteria set forth above and that comply with all applicable Village Codified Ordinances, Federal and State laws, rules, and regulations.

Article II The Developer

Section 2.1. Developer Representations.

The Developer makes the following representations:

- (a) It is a limited liability company duly organized, validly existing, and in good standing under the laws of Ohio.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio to an extent that would impair its ability to carry out its obligations under this Development Agreement.
- (d) It has the power to enter into and perform its obligations under this Development Agreement.
- (e) Its managing members duly authorized the signing, delivery, and performance of this Development Agreement.

Section 2.2. Developer obligations to facilitate the planning, marketing and development of the North End Development Property.

Subject to the terms of this Development Agreement, Developer agrees to use its best efforts to ready the NEDP for development with the goal of attracting the Company as the 1 End User. Developer shall proceed to take any and all action reasonably necessary and consistent with this Development Agreement, as follows:

- (a) Developer shall have survey, title, and wetland studies of the NEDP prepared at its direction and its expense.
- (b) Developer shall have prepared architectural renderings and cost estimates for possible facilities to be constructed on the NEDP.
- (c) Developer shall negotiate purchase agreements and/or acquire, which shall be conditioned upon a successful rezoning of the NEDP, the Developer Acquisition Parcels, which include Permanent Parcel Numbers 831-04-003 and 831-05-002.
- (d) Once the Developer Acquisition Parcels are either under contract or have been acquired in fee title by the Developer, Developer shall assist the Village in its efforts to have the NEDP placed on the ballot at the next general election for approval to be rezoned to Production Distribution. The Parties may request that the Cuyahoga County Board of Elections schedule a special election, however, any expenses associated with a special election will be borne by the Developer.
- (e) If the rezoning is approved on the ballot, commencing on the approval date and subject to any "Hold" period, Developer shall have twelve (12) months to begin construction of a facility for the Company, and an additional twenty-four (24) months to complete construction of this facility.
- (f) Developer shall meet with the Village's Economic Development Manager regularly, and/or upon request, to discuss the Developer's due diligence and progress under the terms of this Development Agreement.
- (g) Developer agrees to design and construct all improvements in accordance with all applicable Village Codified Ordinances, Federal and State laws, rules, and regulations.

Article III
Events of Default

Section 3.1. Event of Default. It will be an Event of Default by the Developer, or the Village, as applicable, under this Development Agreement if:

- (a) The Developer fails to observe or perform any of the material covenants and obligations of the Developer under this Development Agreement, and the failure continues for a period of thirty (30) days after notice.
- (b) The Village fails to observe or perform any of the material covenants and obligations of the

Village under this Development Agreement, and the failure continues for a period of thirty (30) days after notice.

Section 3.2. Remedies in Event of Default. During the continuance of an Event of Default, the Village or the Developer will have available as a remedy all rights granted under law or equity. Pursuit of any of the remedies will not preclude pursuit of any other remedies provided in this Development Agreement, or by law or equity. Pursuit of any remedy by either Party will not constitute a forfeiture or waiver of any damages accruing to a Party by reason of the violation of any of the other Party's obligations under the Development Agreement. Forbearance by a Party to enforce one or more of the remedies provided upon the occurrence of an Event of Default will not be construed to constitute a waiver of the default.

Article IV Miscellaneous

Section 4.1. Term of Development Agreement and Inspection Period.

- (a) This Development Agreement will be effective as of the Effective Date and will continue in full force and effect for an initial term of twenty-four (24) months. Thereafter, this Development Agreement may be renewed for successive one (1) year terms upon the Village providing a written notice at least thirty (30) days prior to the beginning of the next successive term of its intent to renew. Notwithstanding, the Development Agreement shall automatically terminate if the rezoning of the NEDP is placed on the ballot and the initiative fails, or by mutual agreement of the Parties. If the rezoning of the NEDP is approved by the voters, but the zoning variances required by the Company are denied, Developer shall have the option to terminate the Development Agreement.
- (b) During the period beginning upon the Effective Date and ending at 11:59 p.m., one hundred eighty (180) days after the Effective Date (the "Inspection Period"), Developer shall have the right to: (i) make a physical inspection of the NEDP (including engineering studies and environmental inspections, including Phase I site assessment study, and a Phase II site assessment study) and to examine at such place or places at the NEDP, in the offices of the Village or elsewhere as the same may be located, any operating files, books or records maintained by the Village or its property manager in connection with the ownership, maintenance and/or management of the NEDP, including, without limitation, engineering and environmental reports, and any plans and specifications, and (ii) conduct such other due diligence concerning the NEDP, as Developer, in its sole discretion, deems necessary or desirable, including, without limitation, to confirm the acceptability of title to the NEDP, the status of zoning and the availability of any required governmental licenses and permits.
- (c) Village agrees that in the event Developer determines for any reason or no reason at all that it is not satisfied with its inspection of the NEDP in its sole discretion, Developer shall have the right to terminate this Development Agreement by giving written notice thereof to Village prior to the expiration of the Inspection Period ("**Inspection Contingency**"). If Developer gives such notice of termination within the Inspection Period, this Development Agreement shall terminate. If Developer fails to give Village a notice of termination prior to the expiration of the Inspection Period, Developer shall no longer have any right to

terminate this Development Agreement under this Section 4.1(c). Upon such termination, the parties will have no further obligations to each other. In the event Developer fails to timely terminate this Development Agreement, Developer shall be deemed to have waived its option of termination pursuant to this Section 4.1(c).

(d)

Section 4.2. Progress Reports.

- (a) The Developer shall make quarterly reports, in such detail as may reasonably be requested by the Village, as to the actual progress of the Developer with respect to the marketing of the NEDP.
- (b) To the extent required under any Applicable Law, the Developer must supply or cause to be supplied to the Village from time to time such information as the Village may reasonably request in connection with the preparation of reports required by the State of Ohio, the County, or any other public agency, under any Applicable Law.

Section 4.3. Discrimination Prohibited.

The Developer must not, in the planning, marketing and development of the NEDP, discriminate against any person or group of persons based upon race, creed, sex, sexual orientation, religion, color, age, national origin or ancestry in the sale or other transfer of the NEDP, and must bind its successors by appropriate agreements and covenants running with the land enforceable by the Village.

Section 4.4. Force Majeure.

If the Developer is delayed or hindered in, or prevented from, the performance of any covenant or obligation of the Developer as a result of strikes, lockouts, shortages of labor, fuel or materials, acts of God, causes associated with unusual weather conditions, enemy acts, fire or other casualty, or other casualty, pandemic, or other cause beyond the reasonable control of the Developer (including failure to obtain necessary governmental approvals after the Developer's good faith efforts to obtain them), then the performance of the covenant or obligation will be excused for a commercially reasonable period of the delay, hindrance or prevention and the period for the performance of the covenant or obligation will be extended by the number of days equivalent to the number of days of the delay, hindrance or prevention. The Developer's right to this extension will only be permitted if the Developer provides written notice of the delay to the Village and the Village acknowledges receipt of the Developer's notice of delay within thirty (30) days of the date the Developer becomes aware of the delay. In no event will any delay or hindrance in or prevention from the performance of any covenant or obligation described in this Section constitute a termination of this Development Agreement.

Section 4.5. Amendments and Waivers. This Development Agreement will not be amended, supplemented, or modified except by an instrument in writing, signed and authorized by the Village and the Developer.

Section 4.6. Entire Agreement. This Development Agreement sets forth the entire agreement between the Parties as to its subject matter, and merges and supersedes all previous discussions,

agreements, and undertakings between the Parties with respect to the subject matter of this Development Agreement.

Section 4.7. Notice. All notices, communications, requests and demands between the Parties required or permitted to be given under this Development Agreement to be effective must be in writing (including, without limitation, electronic), and, unless otherwise expressly provided, will be deemed to have been sufficiently given or made when physically delivered or mailed by U.S. registered or certified mail or, in the case of notice by electronic transmission, when received and telephonically confirmed, addressed as follows, or to any address as may be notified in writing by the Parties:

(a) **Notices to the Village:**
Mayfield Village, Ohio
Attention: Brenda T. Bodnar, Mayor
Attention: Diane A. Calta, Law Director
6622 Wilson Mills Road
Mayfield Village, Ohio
Telephone: 440-461-2210
Email: dwolgamuth@mayfieldvillage.com

(b) **Notices to the Developer:**
Premier Mayfield, LLC
Attention: Kevin Callahan, 5605 Granger Road,
Suite 100
Cleveland, Ohio 44131
Telephone: 216-341-1200
Email: kevin@premierdevelopment.com

Section 4.8. Successors and Assigns. This Development Agreement will be binding upon and inure to the benefit of the Village, the Developer, and their respective successors and assigns. This Development Agreement and any of its rights or obligations in whole or in part are not transferable or assignable by the Developer, without the prior written consent of the Village, which consent shall not be unreasonably withheld.

Section 4.9. Governing Law. This Development Agreement and the rights and obligations of the Parties under this Development Agreement will be governed by, and construed and interpreted in accordance with, the law of the State of Ohio without regard to conflict of laws or principles.

Section 4.10. Severability. Any provision of this Development Agreement that is prohibited or unenforceable in any jurisdiction will, as to the jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.

Section 4.11. Conflicts. In the event any provision(s) of this Development Agreement conflicts with any provision(s) of the Ohio Revised Code, the conflict shall be resolved by application of the Ohio Revised Code, and then the Development Agreement, in that order.

Section 4.12. Headings and Table of Contents. The headings and any table of contents contained in this Development Agreement are for convenience of reference only and will not limit or otherwise affect the meaning.

Section 4.13. Incorporation of Recitals and Exhibits. The Recitals and Exhibits are incorporated into the terms of this Development Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the Village and the Developer have each caused this Development Agreement to be executed and effective as of the Effective Date.

MAYFIELD VILLAGE, OHIO:

By: _____
Brenda T. Bodnar, Mayor

By: _____
Stephen Schutt, President of Council

DEVELOPER:

Premier Mayfield, LLC

By: Premier Managers III, LLC, its manager

By: _____
Kevin Callahan, Manager

The legal form of the within instrument is hereby approved.

By: _____
Diane A. Calta, Law Director

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me on _____, 2024, by Brenda T. Bodnar, Mayor, and Stephen Schutt, President of Council of Mayfield Village, Ohio, an Ohio political subdivision, on behalf of the Village.

Notary Public

My Commission Expires: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me on _____, 2024, by Kevin Callahan, Manager of Premier Managers III, the manager of Premier Mayfield, LLC, an Ohio Limited Liability Company, on behalf of the company.

Notary Public

My Commission Expires: _____

INDEX OF EXHIBITS

SCHEDULE 1- Definitions

EXHIBIT “A” - Map of North End Development Property

EXHIBIT “B” - Legal Descriptions of North End Development Property

EXHIBIT “C”- Incentives

Schedule 1 Definitions

The following defined terms are used in the Development Agreement:

- (a) "Developer Acquisition Parcels" means the real property identified as Permanent Parcel Numbers 831-04-003, and 831-05-002.
- (b) Village Owned Parcels means the real property identified as Permanent Parcel Numbers 831-04-001, 831-04-002, 831-05-001, 831-05-003 and 831-05-004
- (c) "Applicable Laws" means all federal, state, and local laws, ordinances, resolutions, regulations, and codes, including any statutes governing the design, planning, construction, and installation of the improvements necessary for the North End Development Property.
- (d) "Village" means Mayfield Village, Ohio.
- (e) "Developer" means Premier Mayfield, LLC, on behalf of Premier Commercial Realty, LLC.
- (f) "Development Agreement" means this Development Agreement, between the Village and the Developer dated _____, 2024, and as it may be amended and supplemented in accordance with its terms.
- (g) "North End Development Property" or "NEDP" means the real property identified as Permanent Parcel Numbers 831-04-001; 831-04-002; 831-04-003; 831-05-001; 831-05-002; 831-05-003; and 831-05-004 all located in Mayfield Village, Ohio approximating +/- 16.2 acres and shown the Map in Exhibit "A" and described in Exhibit "B". Alternately, the NEDP can be described as all Developer Acquisition Parcels combined with all Village Owned Parcels
- (h) "End User(s)" means entities that will use all or part of the North End Development Property for their business operations so long as they meet the criteria set forth in Section 1.2(c).
- (i) "Event of Default" means any of the events described in Section 3.1 hereof.
- (j) "Party" or "Parties" means either the Village or the Developer.
- (k) "Single-Family House" – means a single family house district as defined by MVCO 1157.01.
- (l) "Office Laboratory" – means an office laboratory district as defined by MVCO 1173.03(b).
- (m) "Production Distribution" – means a production distribution district as defined by MVCO 1173.03(c).
- (n) "Company" means Pella Windows and Doors or an affiliated company.

Exhibit "A"
Map of North End Development Property

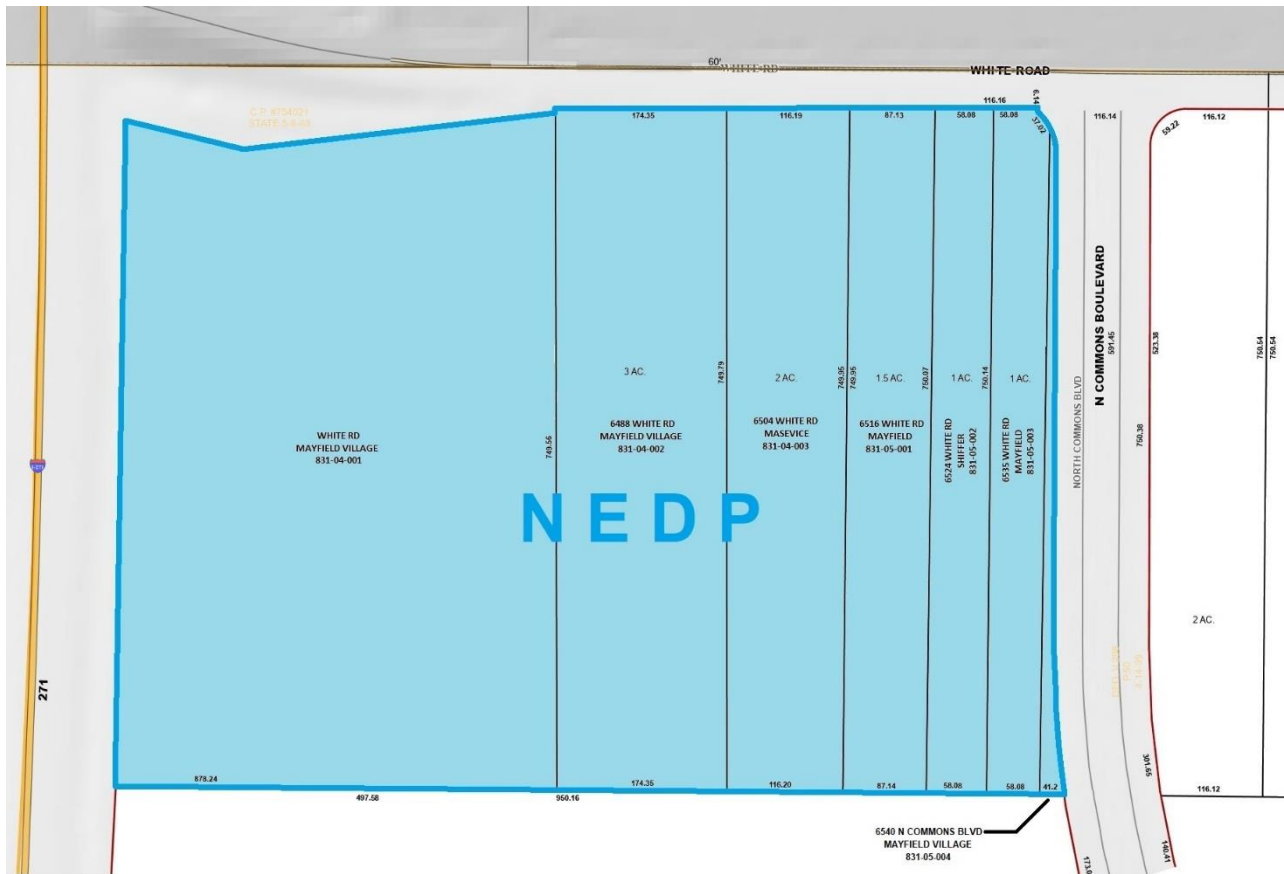


Exhibit "B"
Legal Description of the North End Development Property

The North End Development Property

Parcel Number(s): 831-04-001; 831-04-002; 831-04-003; 831-05-001; 831-05-002; 831-05-003; and 831-05-004

Parcel No. 1

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio and known as being part of Original Mayfield Township Lot No. 5, Tract No. 1, and bounded and described as follows:

Beginning on the center line of White Road, (60 feet wide), at the Northeasterly corner of land conveyed to Ralph I. Bass and Joseph Bass, by deed dated August 14, 1944, and recorded in Volume 7889, Page 359 of Cuyahoga County Records;

Thence Westerly along the center line of White Road, to its intersection with the Northerly prolongation of the Easterly line of land described as Parcel No. 41-84-LA in the Appropriation Petition filed December 28, 1960, and being Case No. 747101 of Cuyahoga County Common Pleas Court Records;

Thence Southerly along said Northerly prolongation and along the Easterly line of said Parcel No. 41-84-LA, about 749 feet to the Northerly line of The Midvale Land Company's Fair Acres Subdivision, as shown by the recorded plat in Volume 94 of Maps, Page 34 of Cuyahoga County Records;

Thence Easterly along the Northerly line of said Subdivision, to the Southeasterly corner of land conveyed to Ralph I. and Joseph Bass, as aforesaid;

Thence Northerly along the Easterly line of land so conveyed, 749.56 feet to the place of beginning, be the same more or less, but subject to all legal highways.

PPN 831-04-001

Prior Instrument No. 199811130637

Parcel No. 2

Situated in the Village of Mayfield, County of Cuyahoga, and State of Ohio, and known as being part of Original Mayfield Township Lot No. 5, Tract No. 1, and bounded and described as follows:

Beginning in the Center line of White Road, at the northwesterly corner of premises conveyed to Lorenzo D. Leuty by deed recorded in Volume 2030, Page 314 of Cuyahoga County Records;

Thence North 89° 47' 20" East, along the center line of White Road, which line is also the north line of Mayfield Village, 174.35 feet;

Thence South 01° 18' 20" East, parallel to the west line of said premises so conveyed to Lorenzo D. Leuty, 749.79 feet to an iron pipe stake on the north line of Fair Acres Subdivision as recorded in Volume 94 of Maps, Page 34 of Cuyahoga County Records, passing through an iron pipe stake at 30 feet on the southerly line of White Road;

Thence South 89° 52' West, along the said north line of Air Acres Subdivision, 174.35 feet to a stone monument at the southwesterly corner of said premises so conveyed to Lorenzo D. Leuty;

Thence North 01° 18' 20" West, along the west line of said premises conveyed to Lorenzo D. Leuty, 749.56 feet to the place of beginning, passing through a stone monument 30 feet from said place of beginning on the south line of White Road, and containing 3 acres of land, according to a survey made by The Clark and Pike Company, October, 1937, Ohio State Surveyors License No. 798, be the same more or less, but subject to all legal highways.

PPN 831-04-002

Prior Instrument No. 202008250103

Parcel No. 3

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio;

And know as being a part of the Original Mayfield Township Lot No. 5, Tract No. 1, now in said Village, and is further known as being the Easterly 2 acres of the Westerly 5 acres of the premises conveyed to Lorenzo D. Leuty by Quit Claim Deed recorded in Volume 2030, Page 314 of Cuyahoga County Records, and is bounded and described as follows:

Beginning on the center line of White Road at a point North 89° 47' 20" East along said road line, distant 174.35 feet from the Northwest corner of said premises conveyed to Lorenzo D. Leuty; thence North 89° 47' 20" East along the said center line of White Road, which is also the North line of Mayfield Village, 116.19 feet; thence South 1° 18' 20" East and parallel to the West line of said premises conveyed to Lorenzo D. Leuty, 749.95 feet to an iron pipe stake on the North line of the Fair Acres Subdivision, as recorded in Volume 94 of Maps, Page 34 of Cuyahoga County Records, passing through an iron pipe stake at 30 feet on the South line of White Road; thence South 89° 52' West, along the said North line of Fair Acres Subdivision, 116.20 feet to an iron pipe stake; thence North 1° 18' 20" West and parallel to the West line of said premises conveyed to Lorenzo D. Leuty, 749.79 feet to the place of beginning, passing through an iron pipe stake 30 feet from said place of beginning on the South line of White Road, and containing 2.00 acres of land, be the same more or less, but subject to all legal highways, according to a survey made by The Clark and Pike Company, October, 1937, Ohio State Surveyors License no. 798.

PPN 831-04-003

Prior Instrument - Volume 15667, Page 271

Parcel No. 4

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio;

And known as being part of Original Mayfield Township Lot No. 5, Tract No. 1, and bounded and described as follows:

Beginning on the center line of White Road, at a point North 89 degrees 47' 20" East, measured along said center line, 290.54 feet from the Northwesterly corner of premises conveyed to Lorenzo D. Leuty by deed dated April 20, 1918 and recorded in Volume 2030, Page 314 of Cuyahoga County Records;

Thence North 89 degrees 47' 20" East, along the center line of White Road, 87.13 feet;

Thence South 1 degree 18' 20" East, and parallel to the Westerly line of premises conveyed to Lorenzo D. Leuty, as aforesaid, 750.07 feet to a gas pipe stake on the Northerly line of Fair Acres Subdivision as recorded in Volume 94 of Maps, Page 34 of Cuyahoga County Records;

Thence South 89 degrees 52' West, along the Northerly line of said Fair Acres Subdivision, 87.14 feet to a gas pipe stake;

Thence North 1 degree 18' 20" West, 749.95 feet to the place of beginning, be the same more or less, but subject to all legal highways.

PPN 831-05-001

Prior Instrument No. 202012210660

Parcel No. 5

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio:

And known as being a part of the original Mayfield Township Lot No. 5, Tract 1, now in said Village and is further known as part of land conveyed to Lorenzo D. Leuty by Quit Claim Deed recorded in Volume 2030, Page 314, Cuyahoga County Records, and bounded and described as follows: Beginning on the center line of White Road at a point NO. 89° 47' 20" East along said road line distant 377.67 feet from the Northwest corner of said premises conveyed to Lorenzo D. Leuty.

Thence North 89° 47' 20" East along the center line of White Road 58.08 feet;

Thence South 1° 18' 20" East and parallel to the west line of said premises conveyed to Lorenzo D. Leuty, 750.14 feet to a gas pipe stake on the North line of Fair Acres Subdivision as recorded in Volume 94 Maps, Page 34 of Cuyahoga County Records; (passing through a gas pipe stake set in the South line of said White Road);

Thence South 89° 52' West along the North line of said Fair Acres Subdivision 58.03 feet to a gas pipe stake; thence North 1° 18' 20" West 750.07 feet to the center line of White Road and the place of beginning (passing through a gas pipe stake in the South line of said Road) and containing 1.00 acres of land, be the same more or less, but subject to all legal highways, according to a survey made by the Clark & Pike Company, 1937 Ohio State Surveyors License No. 798, said survey made and blue printed October 20th, 1937 and identified on said Blue-Print as Parcel No. 6 proposed.

PPN 831-05-002

Prior Instrument No. 202204270647

Parcel No. 6

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio: And known as being a part of Original Mayfield Township Lot No. 5, in Tract No. 1, now in said Village, and being further known as a part of land conveyed to Lorenzo D. Leuty by deed recorded in Volume 2030 of Deeds, Page 314 of Cuyahoga County Records, and bounded and described as follows:

Beginning on the centerline of White Road at a point North 89° 47' 20" East, along the centerline of said road, distant 435.75 feet from the Northwest corner of lands conveyed to Lorenzo D. Leuty as aforesaid,

Thence North 89° 47' 20" East along the said centerline of White Road a distance of 58.08 feet;

Thence South 01° 18' 20" east and parallel to the Westerly line of land conveyed to Lorenzo D. Leuty as aforesaid, a distance of 750.22 feet to a gas pipe stake set in the North line of the Fair Acres Subdivision as shown by the recorded plat of said Subdivision in Volume 94 of Maps, Page 34 of Cuyahoga County Records; (passing through a gas pipe stake set in the South line of White Road);

Thence South 89° 52' West along the North line of said Fair Acres Subdivision a distance of 58.08 feet to a gas pipe stake;

Thence North 01° 18' 20" West, a distance of 750.14 feet to the centerline of White Road and the place of beginning; (passing through a gas pipe stake set in the South line of White Road), and containing one acre of land, be the same more or less, but subject to all legal highways, according to a survey made by The Clark and Pike Company, 1937 Ohio State Surveyors License No. 798.

PPN 831-05-003

Prior Instrument No. 200812310403

Parcel No. 7

Situated in the City of Mayfield, County of Cuyahoga and State of Ohio and known as being part of Original Mayfield Township Lot 5, Tract 1, now in said Village, and is further known as part of land conveyed to Lorenzo D. Leuty by Quit Claim Deed recorded in Volume 2030, page 314 of Cuyahoga County Records, and is bounded and described as follows:

Beginning on the center line of White Road at a point North 89° 47' 20" East, along said road line distant 493.83 feet from the Northwest corner of said premises conveyed to Lorenzo D. Leuty; thence North 89° 47' 20" East along center of White Road 116.14 feet; thence South 1° 18' 20" East and parallel to the West line of said premises conveyed to Lorenzo D. Leuty 750.38 feet to a gas pipe stake on the North line of Fair Acres Subdivision as recorded in Volume 94, Page 34 of Cuyahoga County Records (passing through a gas pipe stake set in the South line of said White Road); thence South 89° 52' West along the North line of said Fair Acres Subdivision 116.14 feet to a gas pipe stake; thence North 1° 18' 20" West 750.22 feet to the center line of White Road and the place of beginning (passing through a gas pipe stake in the South line of said road) and containing 2.00 acres of land, be the same more or less, but subject to all legal highways, according to a survey made by the Clark & Pike Co. 1937 Ohio State Surveyors License No. 798.

PPN 831-05-004

Prior Instrument – Volume 98-04318, Page 57