

LIMITED WARRANTY DEED

[Haslett Ditch]

KNOW ALL MEN BY THESE PRESENTS, that NWQ JAYCOX/I-90, LLC, an Ohio limited liability company with an address of 25425 Center Ridge Road, Westlake, Ohio 44145-4122, the "Grantor", for TEN DOLLARS (\$10.00) and other good and valuable consideration received to its full satisfaction of CITY OF AVON, an Ohio municipal corporation with a tax mailing address of 36080 Chester Road, Avon, Ohio 44011, the "Grantee", does hereby give, grant, bargain, sell, convey and confirm to the Grantee, its successors and assigns, the real estate lying, being and situated in the County of Lorain, State of Ohio, more particularly described on Exhibit A attached hereto and made a part hereof.

Being that same parcel of land described as "Block A" on Exhibit A-2 of that certain Declaration of Covenants, Conditions, Easements and Restrictions recorded as Instrument No. 2020-0787582 in the real property records of Lorain County, Ohio.

TO HAVE AND TO HOLD, the above granted and bargained premises, together with all appurtenances thereto belonging, to the Grantee, its successors and assigns forever, but subject to (i) any and all matters of record; (ii) any matter that would be shown by an accurate survey of the subject property; (iii) real estate taxes and assessments (both general and special) that are a lien and are not yet due and payable; and (iv) zoning ordinances and other governmental restrictions.

And the Grantor covenants with the Grantee, its successors and assigns, that except as aforesaid, the above granted and bargained premises are free from all encumbrances made by the Grantor and that it does warrant and will defend the same to the Grantee, its successors and assigns,

forever, against the lawful claims and demands of all persons claiming by, through or under the Grantor, except as aforesaid, but against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the _____ day of February, 2021.

NWQ JAYCOX/I-90, LLC
an Ohio limited liability company

By: REJ Realty, LLC, its Manager

By: _____
James F. Epele, its CEO/President

By: _____
Thomas G. Novak, its Controller

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named James F. Epele and Thomas G. Novak, known to me to be the CEO/President and Controller, respectively, of REJ Realty, LLC, manager of NWQ Jaycox/I-90, LLC, the limited liability company which executed the foregoing instrument, who acknowledged that they did sign the foregoing instrument for and on behalf of said limited liability company, and that the same is their free act and deed as such officers and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this _____ day of February, 2021.

Notary Public
My Commission Expires:

This instrument prepared by:
Douglas R. Krause, Esq
1737 Stone Ridge Drive
Hinckley, Ohio 44233

EXHIBIT A TO LIMITED WARRANTY DEED

Legal Description of Block A

Situated in the City of Avon, County of Lorain, and State of Ohio and known as being part of Original Avon Township Section Numbers 16 & 21 and being all of Block A as depicted on the Chester Road Subdivision No. 1 Plat recorded as Instrument No. 2017-063830 in the real property records of Lorain County, Ohio.

Prior Deed Reference: _____
P.P.N. 04-00-016-104-059



Doc ID: 022560730018 Type: OFF
Kind: DECLARATION
Recorded: 11/06/2020 at 11:50:53 AM
Fee Amt: \$162.00 Page 1 of 18
Lorain County, Ohio
Judith M Nedwick County Recorder
File **2020-0787582**

This instrument prepared by and return to:
Douglas R. Krause, Esq.
2085 Center Road
Hinckley, Ohio 44233

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS**

By: NWQ JAYCOX/I-90 LLC

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (this "Agreement") is made as of the 30th day of October, 2020, by NWQ Jaycox/I-90 LLC, an Ohio limited liability company ("Developer").

RECITALS:

WHEREAS, Developer is the owner of 7.280 acres of real property located in Lorain County, Ohio, more particularly described on Exhibit A attached hereto and made a part hereof and depicted and identified on Exhibit B (the "Site Plan") attached hereto and made a part hereof as Sublot 4 ("Sublot 4"); and 2.6850 acres of real property located in Lorain County, Ohio, more particularly described on Exhibit A-1 attached hereto and made a part hereof and depicted and identified on the Site Plan as Sublot 3 ("Sublot 3") (Sublot 4 together with Sublot 3, the "Developer Parcel"); and

WHEREAS, Developer is the owner of certain property located in Lorain County, Ohio which parcel is described on Exhibit A-2 attached hereto and made a part hereof and depicted and identified on the Site Plan as "Block A" ("Block A") (the Developer Parcel together with Block A, the "Parcels"); and

WHEREAS, Developer has entered into this Agreement to provide for the development of the Parcels, all upon the terms and conditions set forth in this Agreement.

AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer hereby declares as follows:

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings:

(a) **Applicable Laws.** The term "Applicable Laws" shall mean all present and future constitutions, statutes, ordinances, codes, laws, cases, opinions, rules, manuals, regulations, determinations, orders and requirements, as amended, of the United States of America and all governmental subdivisions thereof that affect or may be interpreted to affect the Parcels, and the conduct of the owners of the Parcels, their successors and assigns, and the employees, agents, licensees, invitees and contractors of each.

(b) **Effective Date.** The term "Effective Date" shall mean the date this Agreement is filed for record in the real property records of Lorain County, Ohio.

(c) **Exhibits.** The term "Exhibits" shall mean the documents listed below which are attached to this Agreement and incorporated herein and made a part hereof by this reference:

- Exhibit A - Legal Description of Sublot 4
- Exhibit A-1 - Legal Description of Sublot 3
- Exhibit A-2 - Legal Description of the Block A
- Exhibit B - Site Plan

(d) **Force Majeure Delays.** Notwithstanding anything contained in this Agreement, the owner of a parcel shall be excused from performing any obligation under this Agreement, and any delay in the performance of any obligation under this Agreement shall be excused, if and so long as the performance of the obligation is directly prevented, delayed or otherwise hindered by acts of God, fire, earthquake, flood, explosion, actions of the elements, pandemic, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such owner (other than the lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement); provided, however, that the owner seeking to delay or excuse an

obligation pursuant to this Section 1(d) shall notify the other owners of Parcels of the obligation delayed, the cause of the delay and the date such delay commenced promptly following the commencement of such delay, and shall notify the other owners of Parcels when such delay ends.

2. **EASEMENTS.**

(a) Access Easement. To the extent not previously established in documents of record in Lorain County, Ohio applicable to the Parcels, Developer, as the owner of Block A, hereby grants, declares and reserves for the benefit of the Developer Parcel a perpetual, non-exclusive easement and right for the benefit of the Developer Parcel over and across the area on Block A designated as and depicted on the Site Plan as Proposed Access Easement (the "Access Easement") for vehicular and pedestrian access to and from the Developer Parcel (but not for parking purposes) over and across Block A. The easement and right granted in this Section 2(a) shall be for the benefit of the owner of the Developer Parcel and the record holders of fee simple title to any portion thereof, and their respective successors, assigns, officers, employees, agents, contractors, tenants, licensees and invitees, such use to be in common with the owner of Block A and the record holders of fee simple title to any portion thereof, and their respective successors, assigns, officers, employees, agents, contractors, tenants, licensees and invitees. The owner of Sublot 4 shall, at its sole cost and expense, (i) to keep and maintain the improvements in the Access Easement on Block A in good order, condition and state of repair; (ii) to keep and maintain all directional signs and striping in the Access Easement on Block A clear, distinct and legible; (iii) to promptly remove, to the extent practicable, snow, ice and surface waters; (iv) to repair, replace and renew all parking lot and exterior lighting for the Access Easement on Block A; and (v) to plant, care for and re-plant all landscaped portions of the Access Easement on Block A. During any period when any building on the Developer Parcel is open for business and for commercially reasonable periods before and after such hours, the owner of Sublot 4 shall, at its sole cost and expense, keep the Access Easement on Block A lighted and open to the public. The

owner of Sublot 4 further agrees to keep lighted, for security purposes, seven (7) days each week, from dusk until at least two (2) hours past the closing time for its business, at least two (2) lights on the Access Easement on Block A for security purposes. The obligation of the owner of Sublot 4 to so light the Access Easement on Block A as provided herein shall be subject to any Applicable Laws now or hereafter established which limit the use of energy or hours of operation.

(b) Electric and Communications Easement. Developer, as the owner of Block A, hereby grants, declares and reserves for the benefit of the Developer Parcel a perpetual, non-exclusive easement and right for the benefit of the Developer Parcel over and across the area on Block A designated as and depicted on the Site Plan as Proposed Electric Communications Easement (the "Utility Easement") for the installation, maintenance, operation, repair, removal and replacement of underground electric, cable, telephone, and data lines and facilities over and across Block A within the Utility Easement. The easement and right granted in this Section 2(b) shall be for the benefit of the owner of the Developer Parcel and the record holders of fee simple title to any portion thereof, and their respective successors, assigns, officers, employees, agents, contractors, tenants, licensees and invitees, such use to be in common with the owner of Block A and the record holders of fee simple title to any portion thereof, and their respective successors, assigns, officers, employees, agents, contractors, tenants, licensees and invitees. Except to the extent maintenance of the utility service lines and facilities is the responsibility of the service provider, the owner of Sublot 4 shall maintain, repair and replace, at its sole cost and expense, all of the utility service lines and facilities located within the Utility Easement

(c) Storm Water Easement. Developer hereby grants, declares and reserves for the benefit of the Developer Parcel, a non-exclusive easement appurtenant to the Developer Parcel over, across, upon, under and through the area on Block A designated as and depicted on the Site Plan as Proposed Storm Water Easement for the installation, maintenance, repair, replacement and operation of outlet pipes and related facilities (collectively, the "Outlet Structures").

The owner of Sublot 4 shall be responsible for the installation, maintenance, repair, replacement and operation of the Outlet Structures; provided, however, that such costs may be allocated among Sublot 3 and Sublot 4 pursuant to a separate Declaration.

(d) Signage and Landscape Easement. Developer hereby grants, declares and reserves for the benefit of the Developer Parcel, a non-exclusive easement appurtenant to the Developer Parcel over, across, upon, under and through the area on Block A labeled and depicted on the Site Plan as "Signage and Landscape Easement" for the installation, maintenance, repair, replacement and operation of a monument or pylon sign and landscaping. The owner of Sublot 4 shall be responsible for the installation, maintenance, repair, replacement and operation of any such monument or pylon sign and landscaping; provided, however, that such costs may be allocated among the owners of parcels utilizing such signage pursuant to a separate Declaration.

(e) Mailbox Easement. Developer hereby grants, declares and reserves for the benefit of the Developer Parcel, a non-exclusive easement appurtenant to the Developer Parcel over, across, upon, under and through the area on Block A labeled and depicted on the Site Plan as "Proposed Mailbox Easement" for the installation, maintenance, repair, replacement and operation of a mailbox structure and related sidewalks. The owner of Sublot 4 shall be responsible for the installation, maintenance, repair, replacement and operation of any such mailbox structure and related sidewalks; provided, however, that such costs may be allocated among the owners of parcels utilizing such signage pursuant to a separate Declaration.

3. **INDEMNITY AND INSURANCE FOR BLOCK A EASEMENTS.**

(a) Indemnity. The owners of the Developer Parcel shall indemnify, defend and save harmless the owner of Block A from any and all liability, damage, expense (including reasonable attorneys' fees), cause of action, suit, claim and judgment arising from injury or death, or alleged injury or death to person or damage, or alleged damage, to property that occurs, or is alleged to have occurred, on or about Block A in connection with the exercise by the owners of the Developer Parcel of the easement rights set forth herein.

(b) **Insurance.** The owners of the Developer Parcel, at their expense, shall maintain or cause to be maintained Commercial General Liability insurance for bodily injury, personal injury, and property damage arising out of any one occurrence. The minimum combined single limit of liability for that coverage shall be One Million Dollars (\$1,000,000.00) in Constant Dollars (defined below). Certificates of insurance and/or policies evidencing such coverage shall be provided to the owners of Block A upon request. Such insurance shall also include contractual liability coverage for the indemnification obligations set forth in Section 3(a). For purposes of this Agreement "Constant Dollars" shall mean the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on the first (1st) day of June of the sixth (6th) full calendar year following the Effective Date of this Agreement, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the year the Effective Date of this Declaration occurs; the "Current Index Number" shall be the level of the Index for the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84=100), or any successor index thereto.

4. **SELF HELP.** In the event the owner of Sublot 4 fails to perform its maintenance repair, replacement and operation obligations in accordance with this Agreement, and such failure continues for a period of thirty (30) days following written notice of such failure given by the owner of Sublot 3, or such shorter period, if any, as may be reasonable in case of an emergency, then in addition to any other rights or remedies available at law or in equity, the owner of Sublot 3 shall have the right, without obligation, to perform all or any part of the maintenance, repair, replacement and operation obligations which the owner of Sublot 4 has failed to perform and the actual cost thereof shall be reimbursed by the owner of Sublot 4 within

thirty (30) days following receipt of an invoice therefor from the owner of Sublot 3. All sums not paid when due under this Section 4 shall bear interest from the date due to and including the date paid at the Default Rate, and the owner of Sublot 3 shall have the right to file a lien against Sublot 4 to secure payment of such amounts.

5. **MISCELLANEOUS.**

(a) **Notices.** All notices, demands, directions and requests for consent or approval ("Communications") provided for or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly given if personally delivered or if sent by overnight delivery service providing evidence of receipt or by United States certified mail, return receipt requested, in all cases postage or delivery charges prepaid, and addressed to Developer and the owner of the Block A, as the case may be, as follows:

To Developer: NWQ Jaycox/I-90 LLC
c/o The Richard E. Jacobs Group LLC
25425 Center Ridge Road
Cleveland, Ohio 44145-4122
Attn: CEO/President

To the owner of
Sublot 4: The address for tax purposes set forth in the Auditor's
Records of Lorain County, Ohio

To the owner of
Sublot 3: The address for tax purposes set forth in the Auditor's
Records of Lorain County, Ohio

To the owner of
the Block A: The address for tax purposes set forth in the Auditor's
Records of Lorain County, Ohio

All Communications shall be effective upon delivery to or refusal by a party. The owners of the Parcels may change their respective addresses for purposes of Communications hereunder by providing written notice of such change to the other owners of the Parcels.

(b) **Time of Essence.** Time is of the essence in the performance of each of the duties and obligations of the parties hereunder.

(c) **Waivers and Amendments.** Waivers, amendments or modifications of any term or condition of this Agreement must be in writing and signed by the owners of the Parcels. No waiver of any breach hereunder shall be deemed a waiver of any other breach or any subsequent breach of the same covenant or condition. No required consent or approval, once granted, shall be deemed to waive or render unnecessary any consent or approval to or for any subsequent or similar act or circumstance.

(d) **Remedies.** Unless otherwise expressly provided herein, the mention in this Agreement of any right or remedy shall not preclude the exercise of any other right or from having any other remedy or the maintenance of any action to which the owners of the Parcels may otherwise be entitled at law or in equity.

(e) **Interpretation.** When necessary herein, all terms used in the masculine shall apply to the plural, and vice versa, and all terms used in the masculine shall apply to the neuter and feminine genders, and vice versa. The section headings herein are for convenience of reference only and in no way define, limit or describe the intent of this Agreement or in any way affect its provisions.

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

(g) **Partial Invalidity.** If any provision, or portion thereof, of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other person or circumstance, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(h) **No Third Party Beneficiary.** This Agreement shall be for the exclusive benefit of the owners of the Parcels, their permitted nominees, successors and assigns, and shall not be enforceable by any third party.

(i) **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one instrument, and the signature of either party to any counterpart shall be deemed a signature to any may be appended to any other counterpart.

(j) **Recording**. The parties agree that this Agreement shall be filed for record in the real property records of Lorain County, Ohio.

(k) **Term**. The agreements, conditions, covenants and restrictions created and imposed by this Agreement shall be effective as of the Effective Date and shall continue in full force and effect in perpetuity unless terminated by the consent of the owners of the Parcels pursuant to a written termination recorded in the real property records of Lorain County, Ohio. The owners of the Parcels expressly acknowledge and agree by acceptance of a deed to any portion of the Parcel, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of the other owners of the Parcel nor withhold the benefits of this Agreement by reason of any default, it being the express understanding of the owners of the Parcels that this Agreement shall continue in effect throughout its term notwithstanding any default. Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, if any provision of this Agreement would be unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provisions shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(l) **Estoppel Certificates**. The owners of the Parcels shall, from time to time, upon not less than thirty (30) days' prior request from any other owner, execute and deliver to the requesting owner, a certificate in recordable form stating (i) that this Agreement is unmodified and in full force and effect, or, if modified, and stating the modifications, and (ii) whether to the best of the knowledge of the owner executing the

same, a notice as been sent or received by such owner with respect to a default under this Agreement, and if so, specifying such default.

(m) **Not a Public Dedication.** Nothing contained herein shall be deemed a gift or dedication of any portion of the Block A or Developer Parcel to the general public, or for any public use or purpose whatsoever.

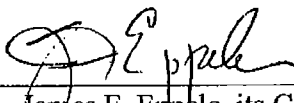
[SIGNATURE PAGES TO FOLLOW]

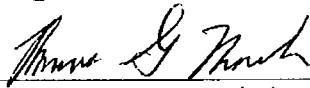
IN WITNESS WHEREOF, the Developer has caused this Agreement to be executed as of the date first set forth above.

DEVELOPER:

NWQ JAYCOX/I-90 LLC,
an Ohio limited liability company,

By: REJ Realty LLC, its managing member

By: 
James F. Epple, its CEO/President

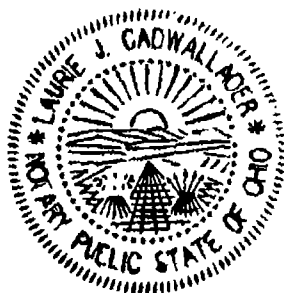
By: 
Thomas G. Novak, its Controller

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named James F. Epple and Thomas G. Novak, known to me to be the CEO/President and Controller, respectively, of REJ Realty LLC, manager of NWQ Jaycox/I-90 LLC, an Ohio limited liability company, who acknowledged before me that they did sign the foregoing instrument for and on behalf of said limited liability company, and that the same is their free act and deed as such officers and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Westlake, Cuyahoga County, Ohio, this 30th day of October, 2020.



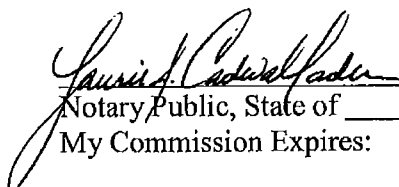
 **LAURIE J. CADWALLADER**
Notary Public, State of _____ **NOTARY PUBLIC • STATE OF OHIO**
My Commission Expires: _____ **Recorded in Cuyahoga County**
My commission expires April 18, 2024

EXHIBIT A
LEGAL DESCRIPTION OF SUBLOT 4

Sublot 4
April 2018

Legal Description
7.7280 Acres

Situated in the City of Avon, County of Lorain, State of Ohio, known as being part of Original Avon Township Section Number 16, and known as Sublot 4 in Chester Road Subdivision No. 1 as recorded in Volume 103, Pages 75-77 of the Lorain County Plat Records and further described as follows:

Commencing at the intersection of the curved centerline of Chester Road (R/W Varies) with the westerly line of Original Avon Township Section Number 21 at a masonry nail set in the curved centerline of said Chester Road;

Thence South 0° 00' 38" East, along the westerly line of said Original Avon Township Section Number 21, a distance of 50.19 feet to a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set in the southerly right-of-way line of said Chester Road;

Thence along the southerly right-of-way line of said Chester Road and along the arc of a curve bearing to the left, a distance of **44.47 feet**, having a radius of **2450.00 feet**, a tangent of **22.24 feet**, a delta of **01° 02' 24"**, and a chord length of **44.47 feet**, which bears **South 84° 28' 30" West** to a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set in the northwesterly corner of Block "A" in said Chester Road Subdivision No. 1 and the **True Place of Beginning** of land herein described;

Course 1: Thence **South 00° 36' 16" West**, along the westerly line of said Block "A", a distance of **983.68 feet** to a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set;

Course 2: Thence **North 89° 23' 44" West**, a distance of **227.00 feet** to a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set;

Course 3: Thence **South 00° 36' 16" West**, a distance of **90.91 feet** to a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set in the southwesterly corner of said Block "A" and in the northerly right-of-way line of I-90 (a.k.a. State Route 2) (R/W Varies);

Sublot 4
April 2018

Legal Description
7.7280 Acres

- Course 4:** Thence **North 89° 52' 23" West**, along the northerly right-of-way line of said I-90, a distance of **227.01 feet** to a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set in the southeasterly corner of Sublot 2 in said Chester Road Subdivision No. 1;
- Course 5:** Thence **North 00° 36' 16" East**, along the easterly line of said Sublot 2, a distance of **727.80 feet** to a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set in the southwesterly corner of Sublot 3 in said Chester Road Subdivision No. 1;
- Course 6:** Thence **South 89° 23' 44" East**, along the southerly line of said Sublot 3, a distance of **374.00 feet** to a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set in the southeasterly corner of said Sublot 3;
- Course 7:** Thence **North 00° 36' 16" East**, along the easterly line of said Sublot 3, a distance of **338.24 feet** to a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set in the southerly right-of-way line of said Chester Road;
- Course 8:** Thence **North 82° 50' 02" East**, along the southerly right-of-way line of said Chester Road, a distance of **32.75 feet** to a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set at a point of curvature;
- Course 9:** Thence along the southerly right-of-way line of said Chester Road and along the arc of a curve bearing to the right, a distance of **47.93 feet**, having a radius of **2450.00 feet**, a tangent of **23.97 feet**, a delta of **01° 07' 15"**, and a chord length of **47.93 feet**, which bears **North 83° 23' 40" East** to a 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set at the **True Place of Beginning**.

Sublot 4
April 2018

Legal Description
7.7280 Acres

Containing within said bounds **7.7280 acres** of land, be the same more or less, but subject to all legal highways and easements of record as surveyed by Amy M. Kelly, P.S. 8469 for Bramhall Engineering & Surveying Company in November 2016. All bearings are intended to describe angles only. The basis of bearings used was a portion of the centerline of Chester Road which was assumed to be North 82° 50' 02" East.

The above intends to describe all of Lorain County Permanent Parcel Number 04-00-016-104-058.

All 5/8-inch iron rebar with cap stamped "BRAMHALL 8073" set are 30 inches in length.

EXHIBIT A-1

LEGAL DESCRIPTION OF SUBLOT 3

Situated in the City of Avon, County of Lorain, and State of Ohio and known as being part of Original Avon Township Section Numbers 16 & 21 and being all of Sublot 3 as depicted on the Chester Road Subdivision No. 1 Plat recorded as Instrument No. 2017-063830 in the real property records of Lorain County, Ohio

EXHIBIT A-2
LEGAL DESCRIPTION OF BLOCK A

Situated in the City of Avon, County of Lorain, and State of Ohio and known as being part of Original Avon Township Section Numbers 16 & 21 and being all of Block A as depicted on the Chester Road Subdivision No. 1 Plat recorded as Instrument No. 2017-063830 in the real property records of Lorain County, Ohio

BOX: ACC0713

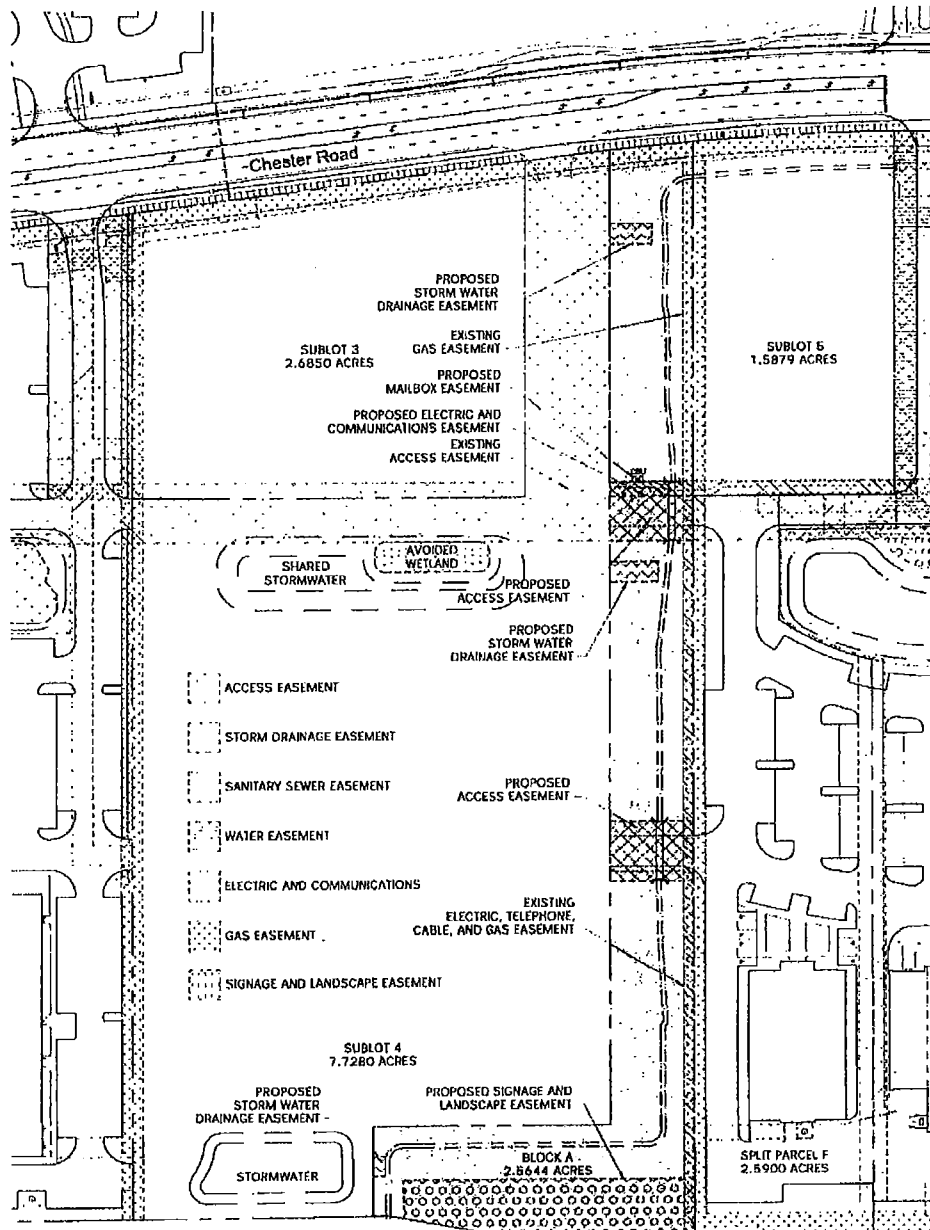


6155 Park Square Drive, Suite 8
Lorain, Ohio 44053

EXAMCO TITLE SERVICES
6155 PARK SQUARE DRIVE
UNIT 3 SUITE 3
LORAIN, OH 44053

EXHIBIT B

SITE PLAN



Site Plan

Chester Road ~ Avon, Ohio

The Richard E. Jacobs Group
PLANNING AND DESIGN
PROJECT NO. 20200787582
DATE: 01/17/2021
BY: R. JACOBS
CHECKED: J. JACOBS
APPROVED: J. JACOBS
Exhibit B