1st Reading 4-8-19
2nd Reading 4-22-19

ORDINANCE NO. 2019-32 **4191**
INTRODUCED BY: MAYOR & COUNCIL

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A LAND EXCHANGE AGREEMENT WITH CHAGRIN MEADOWS, INC. AND ROBERT D. AND ROBERTA B. GRODIN TO EXCHANGE PROPERTY TO PROVIDE ADDITIONAL LAND FOR UTILITY PURPOSES FOR THE VILLAGE OF CHAGRIN FALLS AND TO BE EXCHANGED WITH UNUSED LAND OWNED BY THE VILLAGE OF CHAGRIN FALLS.

WHEREAS, Chagrin Meadows, Inc. owns property known as Permanent Parcel No. 932-25-009 and is willing to exchange a portion thereof containing 0.685 acres for a portion of Permanent Parcel No. 932-25-004 owned by the Village of Chagrin Falls and containing 0.285 acres, which parcels are contiguous; and

WHEREAS, the Village has determined that the land the Village would relinquish is surplus land that is not needed for current Village purposes and the land to be acquired from Chagrin Meadows, Inc. has significant value to the Village for future utility purposes; and

WHEREAS, by entering into the Land Exchange Agreement the Village will convey the 0.285 acre parcel to Robert D. and Roberta B. Grodin who are the principals of Chagrin Meadows, Inc. and will allow them to create an additional building lot for further development within the Village and the Village will be able to utilize the land to be acquired from Chagrin Meadows, Inc. for a future water well field and other utility purposes; and

WHEREAS, the Village desires to enter into the Agreement with Chagrin Meadows, Inc. and Robert D. and Roberta B. Grodin as soon as possible.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, STATE OF OHIO:

SECTION 1. That the Mayor is authorized and directed to enter into a Land Exchange Agreement with Chagrin Meadows, Inc. and Robert D. and Roberta B. Grodin in order to exchange land described in the Land Exchange Agreement upon the terms and conditions set forth in the Land Exchange Agreement which is attached hereto and made a part hereof as Exhibit "A", and to be performed by the Village in cordance with the Land Exchange Agreement.

SECTION 2. The Village Council has determined that due to the unique nature of the land, and the Village having the home rule power to enter into a Land Exchange Agreement for contiguous land

ORDINANCE NO. 2019-32
INTRODUCED BY: MAYOR & COUNCIL

when no other property owner could meet the land exchange requirements of the Village as contemplated by the Land Exchange Agreement, the Village will not put the 0.685 acre parcel to be exchanged for the Chagrin Meadows, Inc. parcel for public auction or sealed bids, and will convey that land to Robert D. and Roberta B. Grodin.

SECTION 3. The Finance Director is authorized to appropriate to a proper account a sum sufficient to cover the costs of completing the Land Exchange Agreement as set forth in the Land Exchange Agreement attached hereto as Exhibit "A".

SECTION 4. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 5. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 6. That this Ordinance shall take effect and be in force after the earliest period allowed by law.

PASSED: May 13, 2019

Nancy Rogoff

Nancy Rogoff, Council President

Submitted to the Mayor for approval on this 14 day of May, 2019

Approved by the Mayor this

14th day of May, 2019

ATTEST: May13th, 2019

Clerk of Council

Mayor

LAND EXCHANGE AGREEMENT

THIS AGREEMENT is made at Chagrin Falls, Ohio as of the 20th day of May, 2019 by and between Chagrin Meadows, Inc. (**"CMI"**), **Robert D. and Roberta B. Grodin,** husband and wife (collectively **"Grodin"**) and the Village of Chagrin Falls (**"Village"**);

WITNESSETH, That:

NOW, THEREFORE, the parties hereto agree as follows:

1. **Agreement to Exchange.** Village agrees to convey to Grodin and Grodin agrees to take title to certain vacant real property situated in the Village of Chagrin Falls, County of Cuyahoga, State of Ohio, and being a part of Permanent Parcel No. 932-25-004 and containing 0.285 acres, more or less, based on the legal description attached hereto and made a part hereof as **EXHIBIT "A"**, together with all rights, privileges and easements appurtenant thereto pertaining to the property to the extent any exists (collectively the **"Village Relinquished Property"**).

In consideration of the conveyance of the Village Relinquished Property to Grodin pursuant to the terms and conditions of this Agreement, CMI agrees to convey to Village, and Village agrees to take title to certain vacant real property situated in the Village of Chagrin Falls, County of Cuyahoga, State of Ohio, and being a part of Permanent Parcel No. 932-25-009 and containing 0.685 acres, more or less, based on the legal description attached hereto and made a part hereof as **EXHIBIT "B"** (**"CMI Relinquished Property"**). The CMI Relinquished Property and the Village Relinquished Property are hereafter collectively referred to as the **"Properties"**.

Grodin and Village agree to equally split all Costs (hereinafter defined) other than survey costs and legal description preparation for the lot splits to be borne solely by the Village, incurred in obtaining a lot split of a portion of Parcel Nos. 932-25-009 and 932-25-004 and consolidation of the CMI Relinquished Property with Parcel No. 932-25-004 and consolidation of the Village Relinquished Property with Parcel No. 932-25-007, the cost of obtaining lot splits and consolidations of the CMI Relinquished Property and Village Relinquished Property with other parcels, and of all closing costs as set forth in paragraph 7 (collectively the **"Costs"**).

2. **Escrow.** Upon execution of this Agreement, Village will establish an escrow with Surety Title Agency, Inc., 526 Superior Avenue East, Suite 300, Cleveland, Ohio 44114, Attn:

Robert Greggo, E-mail: rgreggo@suretytitle.com (the **"Title Company"**), and each party shall pay to the Title Company their equal one-half (1/2) of the Costs, as estimated by the Title Company prior to Closing. Following Closing and payment of all Costs, the Title Company will return one-half (1/2) of any remaining portion of the amounts paid, if any, to Grodin and Village, respectively, and in the event there is any balance due each party shall pay one-half (1/2) of the deficiency due. However, notwithstanding the foregoing, CMI shall pay the real estate taxes and assessments due on the CMI Relinquished Parcel through the date of Closing, and there shall be no splitting of such costs with the Village. Since the Village Relinquished Parcel is not currently subject to real property taxes, there shall be no proration, or payment by the Village of any taxes through the date of Closing.

3. (a) **Instruments of Conveyance**. Grodin and Village shall each convey marketable title to the applicable Properties by good and sufficient general warranty deed fully and properly executed, with any dower rights released and free of all liens, charges and encumbrances except (i) covenants, conditions, reservations, easements, right-of-ways and restrictions of record, as shall have been approved by Grodin and Village as provided for in Subparagraph 3(c),; (ii) zoning ordinances, if any; (iii) taxes and assessments, both general and special, which are a lien but not yet due and payable; and (iv) all legal highways. The term **"Permitted Exceptions"** shall mean those exceptions set forth hereinabove and those items shown on the Commitment issued by the Title Company which have been approved by Grodin and Village in writing as set forth in Subparagraph 3(c). The standard printed exceptions on the Title Company's Standard Owner's Policy of Title Insurance (ALTA Form 6-17-06) shall be deleted therefrom other than matters that could be deleted if an ALTA/ACSM survey were obtained and is not obtained before Closing.

(b) **Policy of Title Insurance**. On the Closing Date, the Title Company shall furnish to Grodin and Village an Owner's Fee Policy of Title Insurance (ALTA Form 6-17-06) issued by the Title Company in the amount of Fifteen Thousand Dollars ($15,000.00), insuring a good and marketable fee simple absolute title to the CMI Relinquished Property vested in Village, and to the Village Relinquished Property vested in Grodin, subject only to the Permitted Exceptions under Section 3(a) above (the **"Title Policy or Title Policies"** as the case may be).

(c) **Title Commitment**. Village agrees to order a Title Commitment for the Title Policies from the Title Company in the amount of Fifteen Thousand Dollars ($15,000.00) each guaranteeing the record title to the applicable property to be good in Grodin's or Village's name (as applicable). Grodin and Village shall each, within ten (10) days after receipt thereof, either (i) approve the form and substance thereof; or (ii) notify the other party in writing of any exception or exceptions shown thereon which are not acceptable to Grodin and Village as the case may be. If within thirty (30) days after the receipt of notice from Grodin or Village of any unacceptable exception or exceptions to the title, such exceptions or objections are not removed or satisfied or the appropriate party is unable to satisfy the other party who made such objection, that such objections will be cured by Closing, then at the expiration of thirty (30) days, either party may either (i) accept such title as the other party is able to furnish, or (ii) terminate this Agreement and receive all funds and documents previously paid or deposited by each party, including, without limitation any Escrow Deposit, less any

Costs already incurred by Grodin or CMI which shall be paid over to Grodin. Upon such termination, neither party hereto shall thereafter be under any further liability or obligation to the other party hereunder and Grodin shall pay any and all Title Company and escrow fees and/or charges incurred.

4. **Escrow**. The Escrow Agent for this transaction shall be the Title Company. An executed copy of this Agreement shall be deposited with Escrow Agent by Village and escrow shall be established within three business days after execution hereof, and this Agreement shall serve as the escrow instructions. The Escrow Agent may attach its standard conditions of acceptance thereto; provided, however, that in the event said standard conditions of acceptance are inconsistent with or in conflict with the terms and provisions hereof, then the terms and provisions of this Agreement shall control. The Escrow Agent shall assume full responsibility for compliance with Subsection (E) of Section 6045 of the Internal Revenue Code of 1986 ("**I.R.C.**"), by filing a return in accordance with Subsection (A) of Section 6045, I.R.C. and a statement under Subsection (B) of Section 6045 I.R.C. with respect to this transaction.

5. **Conditions to Closing**.

(a) **Conditions to Performance**. Except as otherwise specifically provided herein, unless all of the following conditions are satisfied on or before the Closing Date, unless extended by the parties pursuant to mutual agreement, Grodin shall not be obligated to accept the Village Relinquished Property and CMI shall not be obligated to convey the CMI Relinquished Property and shall not otherwise be obligated to affect the transactions contemplated by this Agreement (except as such conditions may hereafter be expressly waived in writing by Grodin):

(i) The Title Company shall be ready, willing and able to issue its Title Policy in form and substance described in Section 3(b) on the Closing Date.

(ii) Village shall have complied with all of its agreements herein contained to be performed by it on or prior to the date of Closing.

(iii) Village shall have executed and delivered into escrow all of the documents required to be deposited by Village pursuant to this Agreement.

(iv) Village and Grodin, within ninety (90) days after execution of this Agreement, shall have obtained approval for the lot splits and lot consolidations for the Properties from all applicable governmental agencies, and in the event such approvals are not obtained within such ninety (90) day period, either party may terminate this Agreement by so notifying the other party, in writing, in which case the Escrow Agent shall return all funds and documents paid or deposited by Grodin or the Village, as the case may be, except that the Costs shall be paid equally by Grodin and the Village from the Escrow Deposit. Grodin and the Village hereby agree to proceed in good faith to (i) obtain lot split approval from the Village Engineer in order to permit the exchange of the Properties as provided herein and (iii)

obtain approval from the Cuyahoga County Fiscal Officer and/or Department of Engineering for the legal descriptions of the Properties and the consolidation legal descriptions.

(b) Except as otherwise specifically provided herein, unless all of the following conditions are satisfied on or before the date of Closing, unless extended by the parties pursuant to mutual agreement, Village shall not be obligated to accept the CMI Relinquished Property and convey the Village Relinquished Property and shall not otherwise be obligated to affect the transactions contemplated by this Agreement (except as such conditions may hereafter be expressly waived in writing by Village):

(i) Grodin and CMI shall timely comply with all of their agreements herein contained to be performed by them on the date required, or if no date is established by this Agreement, then on or prior to the Closing Date.

(ii) The Title Company shall be ready, willing and able to issue its Title Policy in form and substance described in Section 3(b) on the Closing Date.

(iii) CMI and Grodin shall have executed and delivered into escrow all of the documents and funds required to be deposited by CMI and Grodin pursuant to this Agreement.

(iv) Village and Grodin, within ninety (90) days after execution of this Agreement, shall have obtained approval for the lot splits and lot consolidations for the Properties from all applicable governmental agencies, it being agreed that if such approvals are not within such ninety (90) day period, either party may terminate this Agreement by so notifying the other party prior, in writing, in which case the Escrow Agent shall return all funds and documents paid or deposited by Grodin or the Village, as the case may be, except that the Costs shall be paid equally by Grodin and the Village from the Escrow Deposit. Grodin and the Village hereby agree to (i) obtain lot split approval from the Village Engineer in order to permit the exchange of the Properties as provided herein and (iii) obtain approval from the Cuyahoga County Fiscal Officer and/or Department of Engineering for the legal descriptions of the Properties and the consolidation legal descriptions.

(c) If either party shall, having a right to do so under this Section 5, terminate this Agreement in accordance with Section 5, neither party hereto shall thereafter be under any further liability to the other party hereto, any money deposited by the Grodin or Village with the Escrow Agent shall be delivered to such party, except any Cost incurred by Grodin or the Village shall first be deducted therefrom and paid over to the party who incurred the Cost, or paid to the service provider, if still due, and unless otherwise provided in Section 5, each party shall pay one-half (1/2) of all Title Company fees and the title examination and title commitment fees and any escrow fees.

6. Closing Date and Possession.

(a) Unless the parties otherwise agree in writing and subject to the conditions set forth herein, the transactions contemplated under this Agreement shall be consummated (the "**Closing**") on or before one hundred and twenty (120) days after execution of this Agreement (the "**Closing Date**"). All necessary funds and documents shall be deposited in escrow no later than the Closing Date.

(b) Each of the parties shall be entitled to remain in possession of the Village Relinquished Property or CMI Relinquished Property, as the case may be, until the Closing Date at which time exclusive possession shall be delivered by Village to Grodin and by CMI to Village.

(c) On the Closing Date, each party shall deliver up and surrender possession in substantially the same condition as the same shall be at the date of execution of this Agreement of the CMI Relinquished Property and Village Relinquished Property (as applicable).

(d) Insurance carried by either party shall be terminated effective as of the date of transfer of title to the Properties. The parties shall be solely responsible for acquiring insurance coverage on the portion of the Properties acquired by either of them under this Agreement, upon the transfer of title.

7. **Special Tax Search: Charges.**

(a) Escrow Agent shall make a special tax search as of the Closing Date, both of record and with the appropriate governmental authority(s) in order to ascertain the existence of any assessments which constitute a lien against the CMI Relinquished Property and Village Relinquished Property.

(b) At Closing, Escrow Agent shall charge the Village and Grodin each with one-half (1/2) of the cost of the Title Commitment, the Title Policy examination cost, and the cost of the Title Policies, the cost of recording the deeds and obtaining all approvals for lot splits and lot consolidations from Cuyahoga County, the Village agreeing that it will not charge any fees to obtain approval from the Village for lot split and lot consolidation approval. This transaction should be exempt from the payment of any real property conveyance fees, but if any are due as a result of the conveyance to the CMI property to the Village, Grodin shall be responsible to pay such conveyance fee. CMI, Grodin and Village each represent to the others that no realtor or broker is entitled to any commission or fee by or through them or him and each party shall hold Escrow Agent and the other party harmless from any claim from any realtor or broker for any commission or fee that may be due through them or him and each party shall hold the Escrow Agent harmless from any other claim from any realtor or broker, as the case may be, pursuant to the Closing of this transaction.

8. **Prorations.** All real estate taxes, special taxes, assessments, delinquencies, penalties and interest due and payable in respect of the CMI Relinquished Property as of the Closing Date shall be paid by Grodin at the Closing by funds delivered to the Title Company by Grodin.

9. **Filing.** On the Closing Date, Escrow Agent shall file for record each of the party's General Warranty Deeds and all other documents required to be recorded and shall thereupon deliver to each of the parties the documents to which they shall be respectively entitled, together with its escrow statement in triplicate, provided that it shall then have on hand all funds and documents necessary to complete the within transaction and shall be in a position to and will issue and deliver the Title Policies upon the filing of the General Warranty Deeds for record, and deliver to the parties any unused amount of the Escrow Deposit.

10. **Representations and Warranties of the Parties.** Each of the parties hereto hereby warrants to the other party regarding the real property they are conveying, to the best of their knowledge:

(a) They have received no written notice from any government authority of any code, building or zoning violations regarding the CMI Relinquished Property or the Village Relinquished Property (as applicable).

(b) There is no litigation, proceeding or action pending or threatened against or relating to CMI, Grodin or Village, as the case may be, or the CMI Relinquished Property or Village Relinquished Property which might affect such property or which questions the validity of this Agreement or any action taken or to be taken by CMI, Grodin or the Village, as the case may be.

(c) There are no contracts, leases, licenses or similar rights of third parties, or agreements affecting the right of use, ownership, occupancy or possession of the CMI Relinquished Property or Village Relinquished Property or any improvements located on such properties. No person or entity has an option or right of first refusal to purchase all or any part of the CMI Relinquished Property or Village Relinquished Property.

(d) Between the date of this Agreement and the date of Closing, no third party lease or tenancy agreement regarding the CMI Relinquished Property or the Village Relinquished Property will be entered into by any party without the other party's written approval.

(e) The CMI Relinquished Property or Village Relinquished Property, as the case may be, contains no above ground or underground storage or fuel tanks. To the best of each party's knowledge, no hazardous materials or solid waste has been or are currently on, under or about the CMI Relinquished Property or Village Relinquished Property, as the case may be.

(f) Neither Village or CMI party is a "foreign person" within the meaning of Section 1445(F)(3) of the Internal Revenue Code and CMI and Village shall on the Closing Date provide the Title Company with all documents required in order to comply therewith.

(g) Neither party shall enter into any contracts or agreements in connection with the CMI Relinquished Property or Village Relinquished Property which are not cancelable on or before the date of transfer of title and possession to Grodin or Village, as the case

may be, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(h) To the best of each party's knowledge there are no gas or oil wells or other wells, whether capped or uncapped on or about the CMI Relinquished Property and Village Relinquished Property. The CMI Relinquished Property and Village Relinquished Property do not now contain any underground storage tanks, and to the best of their knowledge has never contained underground storage tanks, or any underground storage tanks that were at any time contained on or under the CMI Relinquished Property and Village Relinquished Property were used, closed and removed in accordance with all then applicable laws and regulations.

All the representations and warranties set forth above in this Section 10 shall be deemed renewed by CMI and Village on the date of Closing as if made at such time (subject only to any, to the extent applicable, changes expressly permitted in this Agreement).

11. **Survival.** Except as otherwise expressly provided in this Agreement, each of the representations, warranties and agreements contained in this Agreement shall survive the Closing and the transfer of possession to Grodin and Village, whether or not any inaccuracy therein or breach thereof is waived by each party for the purpose of Closing this transaction.

12. **Defaults and Remedies.**

(a) Any party hereto shall be deemed to be in default of this Agreement if such party fails or refuses to comply with the terms and conditions set forth herein for any reason other than the prior termination of this Agreement pursuant to a right to so terminate expressly set forth in this Agreement (**"Event of Default"**). No Event of Default shall occur until (i) the defaulting party has failed to pay any money due pursuant to this Agreement within ten (10) days after receipt of written notice from the non-defaulting party, or (ii) thirty (30) days after receipt of written notice for non-monetary defaults. The written notice of default shall specify the default and refer to the specific portion of this Agreement the party is purportedly in default of in the notice. If the party receiving the notice cures the default within the aforementioned time period(s), there shall be no Event of Default and the matter shall be deemed cured prior to an Event of Default occurring.

(b) Upon the occurrence of an Event of Default, the non-defaulting party or parties shall be entitled to exercise any and all rights and remedies to which the non-defaulting party or parties may be entitled at law or in equity, but excluding the right of specific performance.

(c) CMI, Grodin and Village agree that if any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, which fees may be set by the Court in the trial of such action or may be enforced in a separate action brought for that purpose, and such fees shall be in addition to any other relief which may be awarded.

13. **Mechanic Liens.** CMI and Village hereby warrant and represent there are no mechanic liens filed on the Property they will be exchanging and they will pay all persons, firms or corporations for any work performed or material or labor supplied prior to the date of transfer of title and possession of the Properties to the other party. Each party agrees to give the other party notice of any such liens promptly after obtaining knowledge thereof and the purchasing party shall have the right to defend against any such lien or claim of lien. Notwithstanding the foregoing, if any such liens are not discharged of record or bonded within thirty (30) days after the receipt by the purchasing party of any such notice, the purchasing party shall have the right to pay the full amount of any such liens to the lien claimant and the owner of such liened property, on demand, shall reimburse the purchasing party for any such payments together with interest thereon at the rate of ten percent (10%) per annum from the date of demand.

14. **Notices.** Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be personally delivered, sent by certified or registered mail, postage prepaid, return receipt requested, or by overnight delivery service and addressed as follows: if to CMI or Grodin: Robert Grodin, 318 Hillside Road, Chagrin Falls, Ohio 44022, E-mail: rgrodin@gmail.com and if to the Village: Village of Chagrin Falls, Attn: Robert Jamieson, Chief Administrative Officer, 21 West Washington Street, Chagrin Falls, Ohio 44022, E-mail: rjamieson@chagrin-falls.org ; with a copy to Dale H. Markowitz, Esq., Thrasher, Dinsmore & Dolan, 100 7th Avenue, Suite 150, Chardon, Ohio 44024, E-mail: dmarkowitz@tddlaw.com. Any party hereto may change the notification address above by sending a notice in writing, to the other party at the address set forth in the prior sentence of the new notice address. Delivery of the notice shall be deemed effective upon receipt for personal delivery, and two (2) days after delivery to the U.S. Post Office properly addressed and stamped and two (2) days after delivery to the overnight delivery service.

15. **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of CMI, Grodin and the Village and their respective successors and assigns. Each person executing this Agreement in a representative capacity warrants their authority to do so.

16. **Assignment.** Neither party shall assign their rights under this Agreement without the express written consent of the other party hereto.

17. **Agreement for Further Execution.** Prior to, at and after the Closing Date, CMI, Grodin and Village shall also execute and deliver to CMI, Grodin or Village such other or further instruments of conveyance, sale, assignment or transfer, and shall take or cause to be taken such other or further action as CMI or Village shall reasonably request at any time or from time to time in order to (a) vest, confirm or evidence in Grodin or the Village title and possession to all or part of the CMI Relinquished Property or Village Relinquished Property, as the case may be, or (b) effectuate, in any other manner, the terms and conditions of this Agreement. CMI and Village shall, within the seven (7) day period prior to Closing, submit the General Warranty Deed (including the legal description of the applicable Property stamped and approved by the Cuyahoga County Fiscal

Officer) to be recorded to the other party or their attorney for approval, which approval shall not be unreasonably withheld.

18. **Entire Agreement**. This Agreement shall constitute the entire agreement between the parties herein and that no oral understanding shall be of any effect, and that any other understanding or changes of this Agreement must be in writing and signed by the parties.

19. **Miscellaneous**. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect. Time is of the essence in this Agreement in each and all of its provisions. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other obligation under this Agreement. Captions, titles to sections and paragraph headings used herein are for convenience or reference and shall not be deemed a limit or alter any provisions hereof. The date of this Agreement is the last date on which both parties hereto have executed this Agreement.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have signed three (3) counterparts of this Agreement, which may be electronically delivered, each of which shall be deemed to be an original document, as of the day and year first set forth above.

CHAGRIN MEADOWS, INC.:

By: Roberta B. Grodin, Pres.

Its

Date: May 20, 2019

Robert D. Grodin VP

Robert D. Grodin

Date: MAY 20, 2019

Roberta B. Grodin

Roberta B. Grodin

Date: May 20, 2019

VILLAGE OF CHAGRIN FALLS:

By: William Tomko

Mayor William Tomko

Date: May 14, 2019

Approved by:

Dale H. Markowitz

Dale H. Markowitz, Law Director

EXHIBIT "A"

PARCEL B2 - (0.285 Acres) - PART OF PPN 932-25-004 - LEGAL DESCRIPTION FROM VILLAGE OF CHAGRIN FALLS to CHAGRIN MEADOWS, INC. VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, OHIO

Situated in the Village of Chagrin Falls, County of Cuyahoga, and State of Ohio, and being part of Original Solon Township Lot 8, Tract 1, and being part of land conveyed to the Village of Chagrin Falls. as recorded in Volume 12783, Page 115 of Cuyahoga County Deed Records, and containing 0.285 acres and being further described as follows:

Beginning at a 5/8" iron pin found and used on the easterly right of way line of Meadow Street (50 feet Wide), said pin also being the northeast corner of land know as Parcel 1 of the Lot Split and Consolidation Plat for Chagrin Meadows, Inc. as recorded on Volume 350, Page 9 of Cuyahoga County Map Records, as conveyed to Robert D. and Roberta B. Grodin as recorded on AFN Document No. 200603110867 of Cuyahoga County Deed Records, and also being the northwest corner of land conveyed to the Village of Chagrin Falls, as recorded in Volume 12783, Page 115 of Cuyahoga County Deed Records, said pin being the **Principal Place of Beginning** of the lands herein described;

1. Thence North 43° 52' 05" East, along the easterly right of way line of said Meadow Street, a distance of 73.28 feet to a point;

2. Thence South 31° 55' 27" East, a distance of 51.58 feet to a point;

3. Thence South 19° 20' 59" East, a distance of 276.39 feet to a 5/8" iron pin with cap 6439/6458 found, said pin being the southeasterly corner of said Parcel 1 land, and on the westerly line of said Village of Chagrin Falls land and also being the northeast corner of land known as Parcel 2 of said Lot Split and Consolidation Plat for Chagrin Meadows, Inc.;

4. Thence North 33° 58' 35" West, along the easterly line of said Parcel 1 and said Village of Chagrin Falls land, a distance of 303.55 feet to the **Principal Place of Beginning**, and containing 0.285 acres, be the same more or less, but subject to all legal highways and easements of record.

Parcel B2 as shown on the MAP OF SURVEY AND LOT SPLIT AT THE INSTANCE OF CHAGRIN MEADOWS, INC., as prepared by Hejduk-Cox and Associates, Inc. on November 30, 2018. Legal description prepared by Martin N. D'Amico, Professional Surveyor 7534 of Hejduk-Cox and Associates, Inc., on November 30, 2018.

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EXHIBIT "B"

PARCEL C - (0.685 Acres) - PART OF PPN 932-25-009 - LEGAL DESCRIPTION FROM CHAGRIN MEADOWS, INC to VILLAGE OF CHAGRIN FALLS VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, OHIO

Situated in the Village of Chagrin Falls, County of Cuyahoga, and State of Ohio, and being part of Original Solon Township Lot 8, Tract 1, and being part of land known as Parcel 2 of the Lot Split and Consolidation Plat for Chagrin Meadows, Inc. as recorded on Volume 350, Page 9 of Cuyahoga County Map Records, and containing 0.685 acres and being further described as follows:

Beginning at a 5/8" iron pin found and used on the easterly right of way line of Meadow Street (50 feet Wide), said pin also being the northeast corner of land know as Parcel 1 of the Lot Split and Consolidation Plat for Chagrin Meadows, Inc. as recorded on Volume 350, Page 9 of Cuyahoga County Map Records, and also being the northwest corner of land conveyed to the Village of Chagrin Falls, as recorded in Volume 12783, Page 115 of Cuyahoga County Deed Records, Thence South 33° 58' 35" East, along the line of said Parcel 1 and Village of Chagrin Falls land a distance of 303.55 feet to a 5/8" iron pin with cap 6439/6458 found, said pin being the southwest corner of said Parcel 1, and also being the northeast corner of land known as Parcel 2 of said Lot Split and Consolidation Plat for Chagrin Meadows, Inc. said pin being the **Principal Place of Beginning** of the lands herein described;

1. Thence South 33° 58' 35" East, passing over a 5/8" iron pin with cap 6439/6458 found 338.28 feet therefrom, a distance of 558.28 feet to a point on the centerline of the Chagrin River (as surveyed in July 2004), said point being the southeast corner of said Parcel 2 land and the southwest corner of said Village of Chagrin Falls land, and also being on the northerly line of land conveyed to Whitney Adelman as recorded in AFN Document No. 201702280700 of Cuyahoga County Deed Records;

2. Thence North 69° 43' 57" West, along the centerline of said Chagrin River, the northerly line of said Whitney Adelman land and the northerly line of land conveyed to Stephen and Christina Mignogna as recorded in AFN Document No. 200906190578 of Cuyahoga County Deed Records, a distance of 183.01 feet to a point;

3. Thence North 19° 20' 59" West, a distance of 423.49 feet to the **Principal Place of Beginning**, and containing 0.685 acres, be the same more or less, but subject to all legal highways and easements of record.

Excepting therefrom any portion of the above described premises acquired through change in the course of the Chagrin River or resulting from other than natural causes, or from natural causes other than accretion.

Parcel C as shown on the MAP OF SURVEY AND LOT SPLIT AT THE INSTANCE OF CHAGRIN MEADOWS, INC., as prepared by Hejduk-Cox and Associates, Inc. on November 30, 2018. Legal description prepared by Martin N. D'Amico, Professional Surveyor 7534 of Hejduk-Cox and Associates, Inc., on November 30, 2018.

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