

CITY OF KIRTLAND

ORDINANCE NUMBER 22-O-49

AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 8995 CHILlicothe ROAD THAT IS OWNED BY THE CITY OF KIRTLAND, OHIO TO THE LAKE DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kirtland owns real estate located at 8995 Chillicothe Road in the City of Kirtland, Ohio, which is identified as Parcel I.D. No. 20-A-006-A-00-065-0 (the “Property”); and

WHEREAS, pursuant to Ohio Revised Code Section 721.01, et seq., said Property is not needed for any municipal purpose and the Council of the City of Kirtland desires to offer the Property for sale in a manner authorized by law; and

WHEREAS, Sections 4582.121 and 4582.38, specifically authorize political subdivisions, particularly municipalities, to convey real property directly to port authorities on mutually agreeable terms; and

WHEREAS, representatives from the City and the Lake Development Authority, also known as the Lake County Port Authority, have negotiated the material terms of a real estate purchase option agreement which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, this Council wishes to enter into a contractual agreement to sell the Property to the Lake Development Authority.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kirtland, County of Lake, State of Ohio, that:

SECTION I: This Council hereby determines that the Property is not needed for any municipal purpose and that it is in the best interests of the City and the public to sell such Property to the Lake Development Authority.

SECTION II: This Council hereby formally approves the sale of the Property to the Lake Development Authority.

SECTION III: This Council hereby agrees to the provisions in the real estate purchase option agreement, which is attached hereto as Exhibit A and is incorporated herein by reference, and it hereby enters into the agreement to sell the Property to the Lake Development Authority pursuant to the findings above and under the terms and conditions as set forth in Exhibit A.

SECTION IV: This Council authorizes the Mayor or his designee to do all things necessary and consistent with this Ordinance and to take such actions as are necessary or appropriate pursuant to all statutory requirements and authority to accomplish the sale of the Property as approved herein, to transfer title, and effectuate the closing, including but not limited to executing any necessary agreements, deeds, affidavits, and/or closing statements.

SECTION V: The Finance Director for the City of Kirtland is hereby instructed and directed to deposit the proceeds from this sale into the General Fund for the City of Kirtland.

SECTION VI:

(a) It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

(b) This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason to sell unnecessary real estate to supplement the City's finances; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by the affirmative vote of five members of Council and approval by the Mayor, otherwise this Ordinance shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: _____
Second Reading: _____
Third Reading: _____

DATE PASSED: _____

President of Council

Submitted to the Mayor for his
Approval on this _____ day of
_____, 2022.

ATTEST:

Approved by the Mayor this _____ day
of _____, 2022.

Clerk of Council
Sale of 306 Property to LC Port Authority

Mayor Kevin F. Potter

REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT (the "Agreement") is made this ___ day of _____, 2022 (the "Execution Date") by and between **CITY OF KIRTLAND**, an Ohio body politic (the "City"), **THE LAKE DEVELOPMENT AUTHORITY ("LDA")**, and **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole ("Purchaser") (the City, LDA, and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

For consideration paid by Purchaser to the Title Company (hereinafter defined) to be held in escrow, as defined herein (the "Option Payment") and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. GRANT OF OPTION. The City hereby grants to the LDA and the LDA in turn grants to Purchaser, on the terms and conditions set forth in this Agreement, the exclusive option (the "Option") to purchase that certain portion of land of approximately 0.12 acres and all improvements thereupon located at 8995 Chillicothe Road, Kirtland, Ohio 44094, Permanent Parcel No. 20-A-006-A-00-065-0, is more fully described in the legal description attached hereto as Exhibit "A" (the "Property"). Sale of the Property from the City to LDA and then to Purchaser will include all appurtenant rights, privileges and easements incident thereto. Notwithstanding Exhibit "A", the exact measured boundaries of the Property will be determined by the parties in connection with the preparation of the Survey, but to the extent required by law, shall be subject to the approval of City officials. This Option shall be executed by: a) Purchaser notifying LDA of its desire to trigger the Option; b) upon receipt of Purchaser's notice triggering the Option then LDA shall, as soon as practicable, notify the City of its trigger of the Option; and c) the City shall acknowledge its receipt and acceptance of the triggered Option providing notice of same to both LDA and Purchaser as soon as practicable.

2. OPTION PERIOD. The Option shall be exercised by LDA and Purchaser, if at all, within thirty (30) days after the Execution Date (the "Option Period"). Following the Option Period, the parties hereto may mutually agree to extend the term hereof for whatever duration they may all mutually agree. If Purchaser fails to exercise its Option during the Option Period, the Option shall terminate on the last day of the Option Period, and shall be of no further force and effect unless extended as provided for hereinabove. If Purchaser does not exercise the Option, Title Company shall refund the Option Payment to Purchaser.

3. PURCHASE PRICE AND PAYMENT. The purchase price that Purchaser shall pay LDA and that LDA shall pay the City for the Property shall be Five Thousand Dollars and NO/100 (\$5,000.00) (the "Purchase Price") payable at closing. This Agreement contemplates a simultaneous closing of the purchase with the Title Company of the Property by LDA from the City and by Purchaser from LDA with LDA taking title to the Property but, along with the City, not being responsible for any expenses to close.

4. SURVEY. Prior to the closing, Purchaser may, at its sole cost and discretion, obtain an updated survey of the Property. If the Survey shows conditions objectionable to Purchaser,

then Purchaser shall notify LDA and LDA shall notify the City of its objection to any such matter(s) (the "Survey Objections"). The City may, but shall have no obligation to, remedy or remove the Survey Objections. However, if the City fails or is unable to remove any such Survey Objections prior to the Closing Date, then Purchaser's sole remedy shall be either to: a) terminate this Option Agreement, in which event the Option Payment shall be refunded to Purchaser at which time the Parties shall be released from all further obligations under this Agreement (except that Purchaser's obligations under Paragraph 7 shall survive); or, b) waive the objections and accept such title as the City is able to convey to LDA and LDA to Purchaser, without abatement of the Purchase Price.

5. DEED. At the Closing, the City shall execute and deliver a transferable, recordable limited warranty deed conveying the Property to LDA with a good and marketable title to the Property in fee simple, free from all defects, liens, easements, restrictions, covenants, encroachments, and any other encumbrances, except the following (the "Permitted Encumbrances"): a) real estate taxes and assessments not yet due and payable (if any); b) existing public highways and utility easements as may be approved by Purchaser pursuant to Section 6; c) covenants, restrictions and easements of record; and (d) zoning and building laws, codes, and ordinances. The Permitted Encumbrances also shall include any matters waived or deemed waived by Purchaser pursuant to Section 6. LDA shall then immediately and simultaneously execute a transferable, recordable Quitclaim Deed (collectively, the "Deeds") conveying the Property to Purchaser.

6. TITLE. Upon execution of this Agreement, Purchaser shall, with the written consent of the City and, if necessary, LDA, order an examination of the title to the Property and commitment for an owner's policy of title insurance on the Property (the "Commitment") issued by Old Republic Title, 898 North 1200 West, Suite 101, Orem, Utah 84057, Attn: Hillary Morgan; Phone (801) 753-7700; email: hmorgan@oldrepublictitle.com (the "Title Company") and dated not more than forty-five (45) days after the Execution Date, pursuant to which the Title Company shall commit to issue an ALTA (2006) owner's policy of title insurance insuring Purchaser's title to the Property in the full amount of the Purchase Price with endorsements for access, boundary survey, and other endorsements as Purchaser may reasonably request. If the Commitment shows that the City does not have marketable, fee simple title to the Property, or that there are any defects, liens, easements, restrictions, covenants, encroachments or any other encumbrances, other than those exceptions described in Section 5, then Purchaser shall notify the City of its objection to any such matter(s) (collectively the "Title Objections"). With respect to Title Objections, the City may, but shall have no obligation to, remedy or remove the Title Objections. However, if the City fails or is unable to remove any such Title Objections prior to the expiration of this Option, or, if this Option is exercised, prior to the Closing Date, then Purchaser's sole remedy shall be either to: a) terminate this Option Agreement, whether or not the Option has been exercised, in which event the Option Payment shall be refunded to Purchaser at which time the parties shall be released from all further obligations under this Agreement (except that Purchaser's obligations under Paragraph 7 shall survive) or, b) waive the objections and accept such title as the City is able to convey, without abatement of the Purchase Price. If the Option Agreement terminates, for whatever reason, without closing, then Purchaser shall be responsible for any and all costs incurred with the Title Company pursuant to this Agreement.

At the Closing, the City shall furnish Purchaser and the Title Company with an owner's affidavit as to mechanics' and materialmen's liens, persons in possession of the Property, and similar title matters required by the Title Company as a condition of its deletion of the standard printed General Exceptions from the title policy. Such affidavit shall be in form and substance reasonably acceptable to the City and permissible pursuant to all applicable laws, statutes, ordinances, rules and regulations.

7. RIGHT OF ENTRY. At all times either: a) prior to the expiration of this Option or b) subsequent to the exercise of the Option but prior to the Closing, Purchaser, its agents, employees, contractors, and representatives, shall have the right, at reasonable times and with prior written notice to the City, to enter upon the Property for the purposes of conducting soil tests, engineering studies, land planning, and other testing and exploration work necessary or appropriate to formulate plans and determine the suitability of the Property for Purchaser's use of the Property, provided (i) Purchaser has delivered to the City written request of such entry at least forty-eight (48) hours in advance of such entry and (ii) the City has approved of the time of such entry and the manner and purpose of such entry, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall be permitted to be present during any entry of the Property. Purchaser shall defend, indemnify and save harmless the City and LDA from any and all claims, losses, damages and expenses arising from the entry onto the Property by Purchaser, its agents, employees, contractors and representatives. Purchaser agrees to return or restore the Property to substantially its original state within a reasonable time after the tests are conducted, not to exceed thirty (30) days after completion of the tests. If Purchaser does not exercise this Option, then, upon the City's request, Purchaser shall provide to the City, without cost, a copy of all inspection reports, studies, and similar information obtained by Purchaser with respect to the Property.

8. TAXES. The Parties agree and acknowledge that the Property is currently exempt from real estate tax and the City shall take all commercially reasonable steps to maintain the real estate tax exempt status of the Property through Closing. If the real estate tax exempt status is lost as a direct result of the City's failure to maintain such tax exempt status, then any such taxes that are imposed on the Property after the date hereof that are due and payable for periods prior to Closing shall be paid by the City and those after Closing shall be paid by Purchaser. In no event shall the City or LDA be responsible for any real estate taxes imposed on the Property that are due and payable for periods after Closing.

9. CITY/LDA ASSISTANCE. From time to time, at the request of Purchaser, whether before, at, or after the Closing of the conveyance of the Property to Purchaser, and without further consideration, the City and the LDA shall execute and deliver, and/or join with Purchaser in executing and delivering, such applications for licenses, variances, zoning changes, approvals, permits and consents from governmental bodies, utility companies, financial institutions and other entities and shall supply such information, arrange such meetings, and execute such forms and take such action as Purchaser may reasonably request in order to proceed with and fully implement Purchaser's use of the Property or to effectuate the transactions contemplated by this Agreement; provided, however, that neither the City nor LDA shall be required to incur any expenses in connection with these matters.

10. CONDITION OF THE PROPERTY.

- a) As-Is” Condition. PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT PURCHASER WILL HAVE, AS OF THE CLOSING DATE, THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE PROPERTY AND THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE IT TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, THE CITY’S IMPROVEMENTS, AND THE OTHER DELIVERY OBLIGATIONS REQUIRED BY THE CITY UNDER THIS AGREEMENT, PURCHASER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY BY PURCHASER AND THAT PURCHASER IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND/OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. PURCHASER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CITY AND LDA HAVE MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY.
- b) Reliance on Information. Except as specifically set forth in this Agreement, the Parties acknowledge and agree that they have not, and shall not, rely upon any statement and/or information from whomsoever made or given, including, but not limited to, any broker, attorney, agent, employee or other person representing or purporting to represent another party to this Agreement, directly or indirectly, verbally or in writing, and such other party is not and shall not be liable or bound by any such statement and/or information.
- c) Disclaimer of Representations. Except as specifically set forth in this Agreement and in the deed to be delivered at Closing, the City specifically disclaims any representation, warranty or guaranty with respect to the Property, express or implied, including, but not limited to, any representation or warranty as to the Property’s condition, fitness for a particular purpose, quality, freedom from defects or contamination, whether or not detectable by inspection, compliance with zoning or other legal requirements or as to the availability or existence of any utility or other governmental or private services or as to the amount of taxes assessed to the Property. Likewise, except as specifically set forth in this Agreement and in the deed to be delivered at Closing, LDA specifically disclaims any representation, warranty or guaranty with respect to the Property, express or implied, including, but not limited to, any representation or warranty as to the Property’s condition, fitness for a particular purpose, quality, freedom from defects or contamination, whether or not detectable by inspection, compliance with zoning or other legal requirements

or as to the availability or existence of any utility or other governmental or private services or as to the amount of taxes assessed to the Property.

11. CONTINGENCIES. Purchaser's consummation of its purchase of the Property and thus LDA's consummation of the purchase of the Property is specifically contingent upon Purchaser satisfactorily obtaining the consents or approvals, in its sole discretion, on or before the expiration of the Option Period, of: a) obtaining a conditional use permit or other permit to allow Purchaser to utilize the Property as it intends under the City zoning codes; b) obtaining City and County approval, as required, for all utility connections, building and site plan and design, governmental permits and licenses required for operation (if any); c) completion of a Phase I environmental report on the Property and, if required, a Phase II environmental review; and d) obtaining approval to purchase the Property from Purchaser's governing corporate committees.

12. CLOSING DATE AND CONDITIONS. The closing for the delivery of the Deeds and other instruments contemplated by this Agreement and payment of the balance of the Purchase Price in accordance with the provisions of Paragraph 3 ("Closing") shall be not more than fifteen (15) days following the expiration of the Option Period (the "Closing Date"). The Closing shall be held at the Title Company. Purchaser shall pay all of the closing costs associated with this transaction.

13. CLOSING CONDITIONS. The Closing is subject to satisfaction of the following conditions precedent: a) obtaining consents and approvals detailed in Section 11 hereinabove to Purchaser's sole satisfaction; b) the City's and LDA's delivery of such documents or instruments, in form and substance reasonably satisfactory to Purchaser; c) the City's and LDA's delivery to the Title Company of a "non-foreign affidavit" or like documents as required under Section 1445 of the Internal Revenue Code and the regulations promulgated hereunder; d) the City's and LDA's delivery of any other instruments reasonably required by Title Company or Purchaser as a condition of closing this transaction, including, but not limited to, evidence of authority of the person signing documents on behalf of the City and LDA, a settlement statement, affidavits, or indemnity agreements to the Title Company against liens and parties in possession, and tax transfer statements.

14. POSSESSION. The City shall deliver exclusive possession of the Property to LDA and LDA to Purchaser on the Closing Date. It is expressly understood by the City and Purchaser that LDA is facilitating this transaction in its capacity as a body corporate and politic, duly organized and validly existing under the laws of the state of Ohio and specifically as enumerated and provided in Ohio Revised Code Section 4582.

15. DEFAULT; NON-EXERCISE OF OPTION.

- a) Should the City or LDA default in the performance of any of its obligations set forth in this Agreement, then, whether or not this Option is exercised, Purchaser may terminate this Agreement. If Purchaser elects to terminate this Agreement due to the City's or LDA's default, Purchaser shall receive the Option Payment and the City or LDA shall have no further liability whatsoever to Purchaser.
- b) Purchaser shall have the right to retain the Option Payment if Purchaser fails to

exercise the Option prior to the expiration of the Option Period provided in Paragraph 2. In the event that Purchaser exercises the Option, but following exercise, Purchaser fails to close the purchase by the Closing Date (unless the failure is caused by the City's or LDA's default or breach of their obligations hereunder), then this Agreement shall terminate and the City shall retain the Option Payment as full and complete compensation for the City's granting of the Option to LDA and LDA to Purchaser. Upon termination, the parties shall be released from all further liabilities and obligations under this Agreement except for Purchaser's obligations under Paragraph 7. Receipt of the Option Payment shall be the City's sole and exclusive remedy in the event of Purchaser's default after exercise of the Option, and, except for any liabilities of Purchaser under Paragraph 7, the City waives all other claims, rights, and remedies, either at law or in equity, against Purchaser and LDA.

16. NOTICES. This Option shall be exercised, if at all, by giving written notice of exercise prior to the expiration of the Option Period(s) as provided in Paragraph 2. The notice of exercise and any notice or other writing required or permitted to be given to a party under this Agreement shall be deemed given when delivered to that party's address as set forth below or when mailed by certified United States mail, postage prepaid, return receipt requested, or sent by email with a hard copy to follow, or when deposited with a nationally recognized overnight courier service, addressed as follows:

City: City of Kirtland
Attn: Kevin F. Potter, Mayor
9301 Chillicothe Rd.
Kirtland, Ohio 44095
Email: kpotter@kirtlandohio.com
Tel: 440.256.3332
Fax: 440.256.9301

with a Copy to: Matthew A. Lallo, Esq.
Lallo & Feldman Co., LPA
4230 State Route 306, Suite 240
Willoughby, Ohio 44094
Email: MLallo@LalloFeldman.com
Tel: (440) 953-0362
Fax: (440) 953-1427

If to LDA: Lake Development Authority
Attn: David Anderson, Executive Director
105 Main St., 5th Floor
Painesville, Ohio 44077

Email: danderson@ldauthority.org
Tel: 440-350.5345

with a copy to: Brandon D. R. Dynes, Esq.
Thrasher, Dinsmore & Dolan, LPA
100 7th Avenue, Suite 150
Chardon, Ohio 44024
Email: BDynes@tddl.com
Tel: (440) 285-2242
Fax: (440) 285-9423

If to Purchaser: The Church of Jesus Christ of Latter-day Saints
50 East North Temple, 10th Floor
Salt Lake City, UT 84150
Attn: Craig Weidmer
Email: weidmerce@churchofjesuschrist.org

with a copy to: Kirton McConkie
50 East South Temple, Suite 400
Salt Lake City, UT 84111
Attn: Bryce K. Dalton
Email: bdalton@kmcclaw.com

17. BROKERAGE. Each party represents to the other that there is no broker or other person who may be entitled to a commission or similar fee in connection with this transaction.

18. CASUALTY; CONDEMNATION. The City shall continue to hold liability insurance on the Property prior to Closing with coverages and amounts deemed appropriate by the City. In the event that: a) during the Option Period specified in Paragraph 2 or b) after the exercise of the Option but before the Closing, the Property or any material portion of the Property shall be damaged or destroyed by fire, or taken or condemned by any governmental authority or other entity having the power of eminent domain, or the City shall receive a notice of a proposed taking or condemnation, the City shall immediately notify Purchaser in writing. Purchaser may then terminate this Agreement by giving written notice to the City and LDA, in which event the Option Payment shall be refunded to Purchaser and the parties shall be released from all further obligations (except for any liabilities of Purchaser under Paragraph 7).

19. MISCELLANEOUS.

- a) This Agreement constitutes the entire agreement between the City, LDA, and Purchaser and no change in this Agreement may be made except by an agreement in writing signed by the party against whom enforcement of any change is sought.
- b) This Agreement shall be binding upon and inure to the benefit of the City, the LDA,

and Purchaser and their respective successors and assigns. No party shall assign this Agreement without the express written consent of all other parties.

- c) This Agreement shall be construed without reference to the headings and titles of the various sections and paragraphs, which are inserted for convenience of reference only.
- d) The covenants, agreements, representations, warranties and obligations of the parties in this Agreement shall survive the closing for a period of six (6) months.
- e) Time is of the essence of this Agreement.
- f) Whenever used in this Agreement, the singular shall be deemed to include the plural, and vice versa, and the use of any gender shall be deemed to include all others. This Agreement may be executed in separate counterparts, each of which, when executed and delivered, is deemed to be an original, and, both of which, taken together, are deemed to be one and the same document.
- g) This Agreement shall be governed by the laws of the State of Ohio. Venue for legal action initiated pursuant to this Agreement may only be commenced in the Court of Common Pleas of Lake County, Ohio.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first indicated above.

This Instrument Prepared By:
Brandon D. R. Dynes, Esq.
Thrasher Dinsmore & Dolan
100 7th Avenue, Suite 150
Chardon, Ohio 44024
Phone (440) 285-2242
Fax (44) 285-9423
Email bdynes@tddl.com

CITY OF KIRTLAND:

By: _____
Name:
Its:

STATE OF OHIO)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the City of Kirtland, an Ohio body politic, by _____, its _____, who acknowledged that he did sign the foregoing instrument for and on behalf of said City of Kirtland, being thereunto duly authorized, and that the same is his free act and deed in such capacity on behalf of said City of Kirtland.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2022.

Notary Public

THE LAKE DEVELOPMENT AUTHORITY:

By: _____
Dave Anderson, Executive Director

STATE OF OHIO)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the Lake County Ohio Port and Economic Development Authority by Dave Anderson, its Executive Director, who acknowledged that he did sign the foregoing instrument for and on behalf of said Lake County Ohio Port and Economic Development Authority, being thereunto duly authorized, and that the same is his free act and deed in such capacity on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2022.

Notary Public

PURCHASER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, by _____, its Authorized Agent, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is his free act and deed individually and in such capacity on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2022.

Notary Public

EXHIBIT "A"
Legal Description of the Property

Situated in the City of Kirtland, County of Lake and State of Ohio

And known as the Greenhalgh Lot and is bounded and described as follows:

On the West side of the highway leading from Kirtland Flats to Chester and is about 5 rods deep and 4 rods wide. Said lot is situated near the brow of the Hill a little below the Mormon Temple. Said lands are the same that were conveyed to the Grantor by the Kirtland Telephone Company, by Warranty Deed dated April 1, 1927, and recorded in Volume 111, Page 315 of Lake County Records of Deeds, be the same more or less, but subject to all legal highways.