



Doc ID: 023815300018 Type: OFF  
Kind: EASEMENT/RIGHT OF WAY  
Recorded: 01/30/2023 at 11:33:40 AM  
Fee Amt: \$162.00 Page 1 of 18  
Lorain County, Ohio  
Mike Doran County Recorder

File 2023-0905140

This easement has been examined and the Grantor has  
complied with Section 3.19.202 of the Revised Code.

FEE \$ 14

EXEMPT \$ RS 1/30/23

J. Craig Snodgrass, CPA, CGFM, County Auditor

### PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Agreement") is made this 1 day of Jan, 2023, by and between ICP ELYRIA BUSINESS PARK LLC, an Ohio limited liability company, ELYRIA REALTY LLC, an Ohio limited liability company, MIDWAY CH LLC, an Ohio limited liability company, and MIDWAY NASSIM LLC, an Ohio limited liability company (collectively, "Grantor"), and ELYRIA REALTY LLC, an Ohio limited liability company, MIDWAY NASSIM LLC, an Ohio limited liability company, and MIDWAY CH LLC, an Ohio limited liability company, whose mailing address is 150 Great Neck Road, Suite 304, Great Neck, New York 11021 (collectively, "Grantee", and together with Grantor, each an "Owner" and collectively, the "Owners").

#### RECITALS:

WHEREAS, Grantor is the fee simple owner of a tract of land in the City of Elyria, Lorain County, Ohio, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference and depicted as the Grantor Parcel on Exhibit C attached hereto and incorporated herein by reference ("Grantor Parcel");

WHEREAS, Grantee is the fee simple owner of a tract of land adjacent to the Grantor Parcel in the City of Elyria, Lorain County, Ohio, and being more particularly described on Exhibit B attached hereto and incorporated herein by reference and depicted as the Grantee Parcel on Exhibit C attached hereto and incorporated herein by reference ("Grantee Parcel", and together with the Grantor Parcel, sometimes collectively referred to as the "Parcels"); and

WHEREAS, the Grantor desires, subject to the terms and conditions set forth herein, to grant and convey to Grantee certain easement rights over the Grantor Parcel.

NOW THEREFORE, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follows:

1. **Recitals.** The Recitals above are incorporated into the body of this Agreement by this reference.

2. **Parking.** Grantor hereby grants to Grantee and its agents, successors, assigns, tenants, guests, customers, employees, contractors, licensees, invitees, and other occupants (the "Permittees"), a perpetual, non-exclusive easement for transient vehicular parking (the "Parking Easement") within the parking areas on the Grantor Parcel as the same may exist from time to time (the "Parking Easement")

Area”), together with the right of access thereto for parking purposes. Parking capacity shall be based on the intended use of Grantee’s parcel and the requirements of the Elyria Codified Zoning Ordinances relating to size and use. Notwithstanding anything to the contrary contained herein, Grantor shall have the right at any time, and from time to time, to reconfigure the parking stalls within the Parking Easement Area and/or to relocate the Parking Easement Area, so long as such changes do not materially alter Grantee’s right to utilize the Parking Easement. For the avoidance of doubt, (i) no reciprocal parking easement is being granted by Grantee to Grantor, (ii) Grantee shall have no right to overnight parking, storage of disabled vehicles, or storage of any other property within the Parking Easement Area, (iii) Grantee shall have no right to erect signage or otherwise modify the Parking Easement Areas, and (iv) except as specifically set forth in this Section 2, no other parking rights are being granted under this Agreement. Grantee shall repair any and all damage to the Grantor Parcel caused by the use of the Parking Easement by Grantee and/or its Permittees. Grantor shall not have any obligation under this Agreement to maintain the Parking Easement Area.

**3. Insurance/Indemnity.**

(a) At all times during the term of this Agreement, Grantee shall maintain or cause to be maintained in full force and effect commercial general liability insurance with a combined single limit of liability of (i) not less than One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury to or personal injury or death to any one person and consequential damages arising therefrom, (ii) not less than Two Million and 00/100 Dollars (\$2,000,000.00) for bodily injury to or personal injury or death of more than one person and consequential damages arising therefrom, and (iii) not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage arising out of any one occurrence.

(b) Grantee hereby indemnifies and agrees to defend and hold Grantor and its Permittees harmless from and against all liabilities, damages, claims, costs and expenses whatsoever (including reasonable attorneys' fees and court costs) arising out of or in connection with the negligent actions or omissions of Grantee or its Permittees or the breach of Grantee's obligations hereunder.

**4. Extent of Liability.** Any person or entity acquiring fee or leasehold title (including the parties hereto) to any Parcel (or any interest therein) shall be bound by this Agreement only as to the Parcel or portion of the Parcel (or interest therein) acquired by such person or entity. In addition, such person or entity shall be bound by this Agreement only during the period such person or entity is the fee or leasehold owner of such Parcel or portion thereof (or interest therein), except as to obligations, liabilities or responsibilities that accrued during said period. Although persons or entities may no longer be liable under this Section 4, the easements, covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon said Parcels and to run with the title thereto.

**5. Notice.** Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any party hereto shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service or via the United States Postal Service, in registered or certified form, postage prepaid, return receipt requested, and addressed to such party at the address listed below, or to such other address as has been provided to the other parties hereto in accordance with this Section 5. All notices shall be effective (and the time period in which a response to any notice must be given, if any, shall commence to run on such effective date) on the date of receipt. Rejection or failure to claim delivery of any such notice, demand or request, or the inability to

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deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice, demand or request. By giving at least thirty (30) days written notice thereof, any party shall have the right from time to time and at any time to change their respective addresses. For the purposes of this paragraph, the notice addresses shall be initially as follows:

If to Grantor: 6110 Parkland Blvd.  
Mayfield Heights, OH 44124  
Attention: Christopher S. Semarjian

If to Grantee: c/o Namdar Realty Group LLC  
150 Great Neck Road, Suite 304  
Great Neck, New York 11021  
Attention: Igal Namdar

#### **6. Covenants Running with the Land.**

(a) Binding Nature. Each and every covenant, easement and right made, granted or assumed by an Owner shall be an equitable servitude on the Parcel owned by such Owner appurtenant to and for the benefit of the other Parcels. Every obligation of this Agreement shall run with the land and shall be binding upon the Owner making or assuming such obligation and such Owner's successors and assigns and shall inure to the benefit of the other Owners hereto and their successors and assigns.

(b) Successors and Assigns. As used herein, the term Owner shall refer to the Owners named herein and their successors and assigns, including specifically, any transferee of any part of a Parcel who shall automatically, by acceptance of the title of such Parcel or portion thereof, be deemed to be a successor Owner, and to have assumed all obligations hereof relating thereto and thereafter accruing, and to have agreed with the then Owners of all other portions of the Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of the provisions hereof; but nothing herein contained shall be deemed to relieve the transferor of such Parcel from its obligations under this Agreement that shall have accrued prior to such transfer. Each transferee of a Parcel or any part thereof shall be deemed to have assumed the obligations accruing after such transfer imposed on such transferor and such transferor shall upon the completion of such transfer be relieved of all future liability that accrues with respect to the portion of the Parcel so conveyed.

(c) No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for any public use or purpose whatsoever, it being the intention of Owners that this Agreement be for the exclusive benefit of each Owner and their Permittees, and that nothing herein, express or implied, shall confer upon any other person any rights or remedies under or by reason of this Agreement, other than Owners who hereafter own any portion of the Parcel. Each Owner shall have the right, upon thirty (30) days prior written notice to the other Owners, to take such reasonable actions as are necessary to avoid public dedication of the portions of each Owner's Parcel subject to the Easement Area.

7. Amendments. This Agreement may be amended, modified, terminated or waived (in whole or in part) only by a declaration or agreement in writing, executed and acknowledged between Owners and duly recorded in the office of the County Recorder where the Parcels are located.

8. **No Partnership.** Each Owner is to conduct and operate its business in and upon its Parcel independently and nothing herein contained shall be construed as a partnership agreement or as to constitute Owners as partners with respect to the conduct and operation of the Parcels or to establish a principal and agent relationship between Owners or to constitute or be a joint venture.

9. **Entire Agreement.** This Agreement and the exhibits hereto contain the entire agreement between the Owners regarding the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in their entirety by this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Owner.

10. **Counterparts.** This Agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof.

11. **Perpetuities.** If any of the privileges, easements, restrictions, covenants or rights created by this Agreement shall be unlawful or void for violation of any rule against perpetuities or any analogous statutory provision or any rule restricting restraints on alienation or any other statutory or common law rules imposing time limitations, then such provision shall continue in effect only for twenty-one (21) years after the death of the survivor of the now living descendants of President Joe Biden.

12. **Incorporation by Reference.** Each Exhibit referenced herein and is attached hereto and is incorporated herein by such reference as if fully rewritten herein.

13. **Representations and Warranties.** Each Owner hereby represents and warrants to the other Owners that it is the fee simple owner of its respective Parcel and that it has good and marketable title to the same, and no other person or entity has any right, title, or interest in or to its respective Parcel.

14. **Subordination.** The Owners hereby agree that all mortgages, deeds of trusts, deeds to secure debt, and other encumbrances placed upon each Owner's respective Parcel for the purpose of constructing, or financing the ownership of real property and/or improvements thereon shall be subordinate and inferior to the encumbrance created by this Agreement. Each Owner shall secure any necessary consent and subordination from their respective mortgagees.

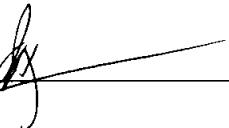
[Signatures are on the following pages.]

IN WITNESS WHEREOF, Grantor has hereunto executed this 17 day of January, 2023.

GRANTOR:

ELYRIA REALTY LLC,  
an Ohio limited liability company

By: Namdar Family Holdings LLC,  
a New York limited liability company, its sole  
member

By:   
Name: Igal Namdar  
Its: Authorized Signatory

STATE OF NEW YORK )  
 )  
COUNTY OF NASSAU ) SS  
 )

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

The foregoing instrument was acknowledged before me this 17 day of January, 2023 by Igal Namdar, Authorized Signatory of Namdar Family Holdings LLC, sole member of Elyria Realty LLC, an Ohio limited liability company, on behalf of the limited liability company.

  
Notary Public

My Commission Expires: 6/13/24

JOSEPH LOLOI  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 02LO6343553  
Qualified in Nassau County  
Commission Expires 06-13-2024

IN WITNESS WHEREOF, Grantor has hereunto executed this 17 day of January, 2023.

GRANTOR:

MIDWAY CH LLC,  
an Ohio limited liability company

By:

  
Matin Hakimi, Authorized Signatory

STATE OF NEW YORK )  
                          )  
                          )  
COUNTY OF NASSAU     )

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

The foregoing instrument was acknowledged before me this 17 day of January, 2023 by Matin Hakimi, Authorized Signatory of Midway CH LLC, an Ohio limited liability company, on behalf of the limited liability company.



Notary Public

My Commission Expires: 6/13/24

JOSEPH LOLOI  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 02LO6343553  
Qualified in Nassau County  
Commission Expires 06-13-2024

IN WITNESS WHEREOF, Grantor has hereunto executed this Easement this 17 day of January, 2023.

**GRANTOR:**

**MIDWAY NASSIM LLC,  
an Ohio limited liability company**

By: Elliot Nassim, Authorized Signatory

STATE OF NEW YORK )  
COUNTY OF NASSAU )  
 ) SS

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

The foregoing instrument was acknowledged before me this 14 day of January, 2023 by Elliot Nassim, Authorized Signatory of Midway Nassim LLC, an Ohio limited liability company, on behalf of the limited liability company.

## Notary Public

My Commission Expires: 6/13/24

**JOSEPH LOLOI**  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 02LO6343553  
Qualified in Nassau County  
Commission Expires 06-13-20 24

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IN WITNESS WHEREOF, Grantor has hereunto executed this 17 day of JANUARY, 2023.

GRANTOR:

ICP ELYRIA BUSINESS PARK LLC,  
an Ohio limited liability company

By: Reed A. Lutz  
Name: Reed A. Lutz  
Its: Chief Executive Officer

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA )  
 )  
 ) SS

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

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of JANUARY, 2023 by Reed A. Lutz, COO of ICP Elyria Business Park LLC, an Ohio limited liability company, on behalf of the limited liability company.

Mark E. Lusk  
Notary Public

My Commission Expires: \_\_\_\_\_



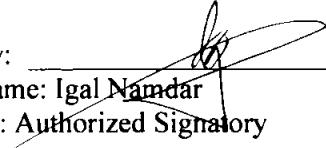
MARK E. LESKOVEC,  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission Has No  
Expiration Date  
Section 147.03 R.C.

IN WITNESS WHEREOF, Grantee has hereunto executed this Easement this 17 day of January, 2023.

GRANTEE:

ELYRIA REALTY LLC,  
an Ohio limited liability company

By: Namdar Family Holdings LLC,  
a New York limited liability company, its sole  
member

By:   
Name: Igal Namdar  
Its: Authorized Signatory

STATE OF NEW YORK )  
COUNTY OF NASSAU )  
                          ) SS  
                          )

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

The foregoing instrument was acknowledged before me this 17 day of January, 2023 by Igal Namdar, Authorized Signatory of Namdar Family Holdings LLC, sole member of Elyria Realty LLC, an Ohio limited liability company, on behalf of the limited liability company.

  
Notary Public

My Commission Expires: 6/13/24

JOSEPH LOLOI  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 02LO6343553  
Qualified in Nassau County  
Commission Expires 06-13-2024

IN WITNESS WHEREOF, Grantee has hereunto executed this Easement this 17 day of January, 2023.

GRANTEE:

MIDWAY CH LLC,  
an Ohio limited liability company

By: 

Matin Hakimi, Authorized Signatory

STATE OF NEW YORK )  
 )  
COUNTY OF NASSAU )  
 )

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

The foregoing instrument was acknowledged before me this 17 day of January, 2023 by Matin Hakimi, Authorized Signatory of Midway CH LLC, an Ohio limited liability company, on behalf of the limited liability company.

  
Notary Public

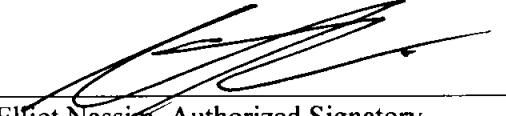
My Commission Expires: 6/13/24

JOSEPH LOLOI  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 02LO6343553  
Qualified in Nassau County  
Commission Expires 06 13 20 

IN WITNESS WHEREOF, Grantee has hereunto executed this 17 day of January, 2023.

GRANTEE:

MIDWAY NASSIM LLC,  
an Ohio limited liability company

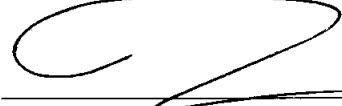
By: 

Elliot Nassim, Authorized Signatory

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NASSAU )

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

The foregoing instrument was acknowledged before me this 17 day of January, 2023 by Elliot Nassim, Authorized Signatory of Midway Nassim LLC, an Ohio limited liability company, on behalf of the limited liability company.

  
Notary Public

My Commission Expires: 6/13/24

This Instrument Prepared By:

✓  
Joshua E. Hurtuk, Esq.  
Walter | Haverfield LLP  
1301 E. Ninth Street, Suite 3500  
Cleveland, Ohio 44114  
Phone: 216-718-1212

JOSEPH LOLOI  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 02LO6343553  
Qualified in Nassau County  
Commission Expires 06-13-2024

**EXHIBIT A**

Legal Description for Grantor Parcel

**LEGAL DESCRIPTION: PARCEL 3 (54.2109 Acres)**

Situated in the City of Elyria, County of Lorain and State of Ohio:

Known as being part of Original Elyria Township Lot Nos. 30 and 31, West of River Tract, bounded and described as follows:

Beginning at a reference point at the intersection of the centerline of the right of way and construction of State Route 57 (width varies) Station 125+52.72 and the centerline of right of way of Midway Boulevard (60 feet wide) Station 10+00.00, said point referenced by a concrete monument found 0.7' north and 0.2 west; THENCE, North 89°01'36" East, along the centerline of said Midway Boulevard (60'), a distance of 991.19 feet point; THENCE, leaving said centerline, South 00°58'21 East, a distance of 35.14 feet to the southerly line of Midway Boulevard, a 5/8" capped iron pin set at the northeasterly corner of PPN;06-24-031-107-034, land conveyed to the State Of Ohio as recorded in Inst.#2014-0521662; THENCE, along the easterly lines of said State Of Ohio, South 50°55'18" East, a distance of 27.74 feet to an angle point therein and a 5/8" capped iron pin set; THENCE, South 00°58'29" East, a distance of 177.83 feet to a 5/8" iron pin found and the Principal Place of Beginning;

THENCE, along a new line, North 89°01'50" East, a distance of 1148.13 feet to a point of curvature;

THENCE, along an arc of a curve deflecting to the right and having a delta of 75°17'34", an arc length of 162.95 feet, a radius of 124.00 feet, a tangent of 95.65 feet, and a chord which bears South 38°39'42" East, a distance of 151.47 feet to a point of tangency and a 5/8" iron pin set in the westerly line of PPN: 06-24-031-107-028, land conveyed to Elyria Realty, LLC., and Midway Nissam, LLC., as recorded in Inst.# 2017-0641449 of L.C.R., and a 5/8" iron pin set;

THENCE, along the westerly lines of said Elyria Realty and Midway Nissam, the following 4 courses:

THENCE, South 00°58'14" East, a distance of 496.81 feet to an angle point and a 5/8" iron pin set;

THENCE, South 16°22'20" West, a distance of 319.65 feet to a 5/8" iron pin set at a point of curvature;

THENCE, along a curve deflecting to the right and having a delta of  $08^{\circ}04'49''$ , an arc length of 141.10 feet, a radius of 1000.50 feet, a tangent of 70.67 feet, and a chord which bears South  $20^{\circ}24'24''$  West a distance of 140.98 feet to a point and a drill hole found;

THENCE, South  $45^{\circ}25'22''$  East, a distance of 59.91 feet to a 1" iron pipe found at the southwesterly corner of PPN: 06-24-030-000-110, land conveyed to C.P. Elyria, LLC., as recorded in Inst.# 2018-0658619 of L.C.R.;

THENCE, along the southerly lines of C.P. Elyria, LLC., the following 4 courses;

THENCE, North  $89^{\circ}25'46''$  East, a distance of 146.78 feet to a 1" iron pipe found at a point of curvature;

THENCE, along a curve deflecting to the left and having a delta of  $15^{\circ}46'13''$ , an arc length of 137.62 feet, a radius of 500.00 feet, a tangent of 69.25 feet, and a chord which bears North  $81^{\circ}32'40''$  East a distance of 137.19 feet to a point of tangency and a 1" iron pipe found;

THENCE, North  $73^{\circ}39'38''$  East, a distance of 178.42 feet to a 1" iron pipe found;

THENCE, North  $28^{\circ}40'59''$  East, a distance of 35.37 feet to a 1" iron pipe found at the westerly line of West River Road North (Width Varies);

THENCE, South  $16^{\circ}20'21''$  East, along the westerly line of West River Road North, a distance of 120.29 feet to the northeasterly corner of PPN: 06-24-030-000-126, land conveyed to Elyria Realty, Inc., and Midway Nissam, LLC., as recorded in Inst.#2017- 0641449 of L.C.R.;

THENCE, along the northerly lines of said Elyria Realty and Midway Nissam, and the northerly lines of PPN: 06-24-030-000-115, land conveyed to Stacey L. Granger, as recorded in Inst. #2018-0679677 of L.C.R., and the northerly lines of PPN: 06-24-030- 000-119, land conveyed to Water Street Development, LLC., as recorded in Inst. #2016-0571528 of L.C.R., the following 7 courses:

THENCE, along a curve deflecting to the left and having a delta of  $60^{\circ}32'58''$ , an arc length of 43.33 feet, a radius of 41.00 feet, a tangent of 23.93 feet, and a chord which THENCE, South  $73^{\circ}39'39''$  West, a distance of 167.71 feet to a 5/8" iron pin set;

THENCE, along a curve deflecting to the right and having a delta of  $15^{\circ}47'37''$ , an arc length of 158.37 feet, a radius of 574.54 feet, a tangent of 79.69 feet, and a chord which bears South  $81^{\circ}33'27''$  West a distance of 157.87 feet to a drill hole found at the point of tangency;

THENCE, South  $89^{\circ}25'45''$  West, a distance of 235.83 feet to a drill hole found at the point of curvature;

THENCE, along a curve deflecting to the left and having a delta of 56°57'55", an arc length of 29.65 feet, a radius of 30.00 feet, a tangent of 16.16 feet, and a chord which bears South 61°07'02" West a distance of 28.46 feet to a 1" iron pipe found at a point of reverse curvature;

THENCE, along a curve deflecting to the right and having a delta of 08°34'45", an arc length of 149.81 feet, a radius of 1000.50 feet, a tangent of 75.05 feet, and a chord which bears South 37°05'41" West a distance of 149.67 feet to a drill hole found at a point of tangency;

THENCE, South 41°23'04" West, a distance of 230.54 feet to the northerly line of PPN: 06-24-030-000-111, land conveyed to KE Elyria, LLC., as recorded in Inst.# 2018-0658632, and a drill hole found;

THENCE, along the northerly lines of said KE Elyria, LLC., the following 6 courses:

THENCE, North 61°02'31" West, a distance of 223.39 feet to a PK Nail set;

THENCE, South 28°57'29" West, a distance of 8.06 feet to a PK Nail found;

THENCE, North 61°04'00" West, a distance of 270.67 feet to a point;

THENCE, South 88°57'29" West, a distance of 175.55 feet to a PK Nail found;

THENCE, South 28°57'29" West, a distance of 251.02 feet to a PK Nail found;

THENCE, South 88°57'29" West, a distance of 291.70 feet to the easterly line of PPN: 06-24-030-000-134, land conveyed to Sunrise Hospitality, Inc., as recorded in Inst.# 2017-0628194 of L.C.R., and a 5/8" iron pin found;

THENCE, North 00°25'31" West, along the easterly line of said Sunrise Hospitality, and the prolongation of the same, a distance of 335.12 feet to a drill hole found at an interior corner of PPN: 06-24-030-000-051, land conveyed to Elyria Community Improvement Corp., as recorded in Inst. #2014-0530316 of L.C.R.;

THENCE, North 89°02'36" East, a distance of 15.00 feet to a drill hole found;

THENCE, North 00°24'54" West, a distance of 28.74 feet to a 1" iron pipe found at the southeasterly corner of PPN: 06-24-030-000-016, land conveyed to the City of Elyria;

THENCE, North 01°38'10" East, a distance of 61.46 feet to the northeasterly corner of PPN: 06-24-030-000-053, land conveyed to Elyria Community Improvement Corp., as recorded in Inst. #2014-0530316 of L.C.R., and a 1" iron pipe found;

THENCE, along a new line, North 51°31'28" West, a distance of 653.43 feet to a point in the easterly line of PPN:06-24-031-107-029, land conveyed to the State Of Ohio, as recorded in Inst.#2016-091311 of L.C.R;

THENCE, along the easterly line of the State Of Ohio, North 38°18'29" East, a distance of 50.00 feet to a 5/8" iron pin set;

THENCE, North 51°41'31" West, a distance of 9.78 feet to a 5/8" iron pipe found at a point of curvature;

THENCE, continuing along said easterly line, on an arc of a curve deflecting to the right and having a delta of 50°43'17", an arc length of 154.92 feet, a radius of 175.00 feet, a tangent of 82.95 feet, and a chord which bears North 26°19'50" West a distance of 149.91 feet to a point of tangency and a 5/8" iron pin found;

THENCE, continuing along said easterly line, North 00°58'10" West, a distance of 154.23 feet to a 5/8" iron pin found at a point of curvature;

THENCE, continuing along said easterly line, on an arc of a curve deflecting to the right and having a delta of 90°00'01", an arc length of 431.97 feet, a radius of 275.00 feet, a tangent of 275.00 feet, and a chord which bears North 44°01'50" East a distance of 388.91 feet to a point of tangency and a PK Nail found;

THENCE, continuing along the southerly line of State Of Ohio, North 89°01'50" East, a distance of 499.69 feet to the Principal Place of Beginning and containing 54.2109 acres of land based on a survey conducted in July of 2022 by John R. Alban, Professional Surveyor 7651.

Bearings are based upon the O.D.O.T. Ohio State Plane, NAD83 (CORS96).

All pins set are 5/8" X 30" rebar with yellow cap marked "J. Alban 7651."

**EXHIBIT B**

Legal Description of Grantee Parcel

Situated in the City of Elyria, County of Lorain, State of Ohio, being known as part of Original Elyria Township Lot Nos. 30 and 31, West of Black River, and more definitely described as follows:

Beginning in the Southerly sideline of Midway Boulevard at the Northeasterly corner of Parcel B conveyed to The Higbee Company, as recorded in Volume 901, Page 534 of Lorain County Deed Records;

Thence South  $0^\circ 31' 56''$  East in the Easterly line of said Parcel B, a distance of 238.58 feet to a point;

Thence Southeasterly in the arc of a curve which deflects to the right, a distance of 82.24 feet to the point of tangency of said curve, said curve has a radius of 124.00 feet, a central angle of  $37^\circ 59' 58''$  and a chord of 80.74 feet which bears South  $19^\circ 31' 57''$  East;

Thence South  $0^\circ 31' 56''$  East, a distance of 496.81 feet to a point;

Thence South  $16^\circ 48' 38''$  West, a distance of 71.28 feet to a point;

Thence North  $89^\circ 44' 57''$  East, a distance of 156.46 feet to a point;

Thence South  $15^\circ 06' 57''$  West, a distance of 2.25 feet to a point;

Thence South  $86^\circ 19' 14''$  East, a distance of 106.22 feet to a point in the Westerly sideline of West River Road;

The following seven (7) courses are in the Westerly sideline of West River Road;

Thence North  $0^\circ 18' 35''$  West, a distance of 30.00 feet to a point;

Thence North  $27^\circ 04' 23''$  East, a distance of 61.53 feet to a point;

Thence Northerly in the arc of a curve which deflects to the right, a distance of 146.24 feet to a point; said curve has a radius of 1191.92 feet, a central angle of  $7^\circ 01' 48''$  and a chord of 146.15 feet which bears North  $5^\circ 38' 42''$  West;

Thence North  $1^\circ 13' 02''$  East, a distance of 486.64 feet to a point;

Thence North  $88^\circ 46' 58''$  West, a distance of 2.00 feet to a point;

Thence North  $1^\circ 13' 02''$  East, a distance of 169.04 feet to a point;

Thence North  $44^\circ 46' 42''$  West, a distance of 6.96 feet to a point in the Southerly sideline of Midway Boulevard;

{04373901 -2}

Thence South 89° 28' 04" West in the Southerly sideline of Midway Boulevard, a distance of 295.58 feet to the place of beginning.

Enclosing a parcel containing 5.5194 acres.

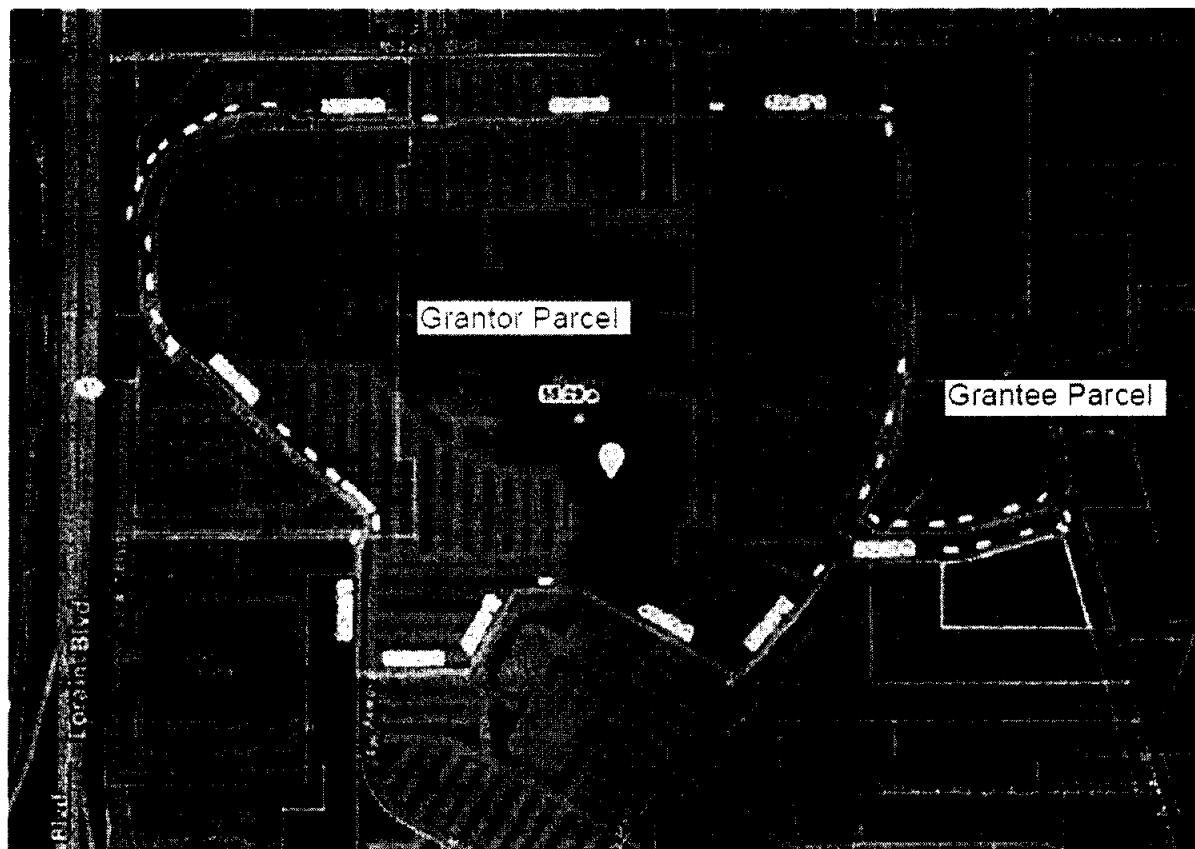
LESS AND EXCEPT the portion of the foregoing parcel contained within Original Elyria Township Lot No. 30, West of Black River, said portion to be excepted known as Permanent Parcel No. 06-24-030-000-125.

Permanent Parcel No.: 06-24-031-107-028

{04373901 -2}

**Exhibit C**

Depiction of Parcels



CARDINAL HOPE EXAM  
36040 CARONIA CIRCLE  
AVON, OH 44011

{04373901 -2}