

ASSIGNMENT OF PORTION OF AGREEMENT OF GIFT OF REAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF PORTION OF AGREEMENT OF GIFT OF REAL PROPERTY (this "Assignment") made this _____ day of _____, 2021, by and between the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, having an address of 4101 Fulton Parkway, Cleveland, Ohio 44144 ("Assignor" or "Cleveland Metroparks"), and the CITY OF PARMA, an Ohio municipal corporation having an address of 6611 Ridge Road, Parma, Ohio 44129 ("Assignee" or "Parma");

WITNESSETH:

WHEREAS, Cleveland Metroparks and Joseph Nemer entered into that certain Agreement of Gift dated _____, 2021 (the "Agreement of Gift" attached hereto as **Exhibit A** and incorporated herein by reference), affecting certain real property located in the City of North Olmsted, City of Strongsville, and City of Parma, Ohio (collectively referred to as the "Donated Property"); and

WHEREAS, Cleveland Metroparks does not have use for one of the parcels of the Donated Property which is located in the City of Parma, Ohio and known as Permanent Parcel 452-36-051 ("Parma Property" or "Parcel 2" in the Agreement of Gift which is depicted and legally described in **Exhibit B**); and

WHEREAS, pursuant to Section 14 of the Agreement of Gift, Cleveland Metroparks has the right to assign its rights and obligations under the Agreement of Gift for any of the individual parcels to any other party; and

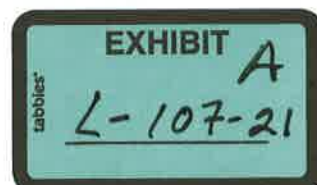
WHEREAS, Cleveland Metroparks desires to assign the rights and obligations to acquire the Parma Property to Parma and Parma desires to accept the assignment of the rights and obligations to acquire the Parma Property from Cleveland Metroparks and to assume all of Cleveland Metroparks' duties and obligations thereunder with respect to the Parma Property as outlined in the Agreement of Gift; and

WHEREAS, any capitalized terms used in this Assignment and not defined shall have the same meaning as set forth in the Agreement of Gift unless otherwise expressly set forth herein to the contrary.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cleveland Metroparks and Parma hereby agree as follows:

1. Assignment. Only as it solely relates to the Parma Parcel, Cleveland Metroparks hereby gives, grants, bargains, sells, conveys, transfers and sets over unto Parma, its successors and assigns, as of the date first above written (the "Effective Date"), all of Cleveland Metroparks' right, title and interest in and to the Agreement of Gift.

2. Assumption. Only as it solely relates to the Parma Parcel, Parma hereby accepts the foregoing assignment and, in consideration thereof, Parma hereby covenants and



agrees that, on and after the Effective Date, Parma will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Agreement of Gift which arise on and after the Effective Date and are to be observed, performed and fulfilled by Cleveland Metroparks on and after the Effective Date in the same manner and to the same extent as if Parma were Cleveland Metroparks named therein.

3. Cleveland Metroparks' Representation. The Agreement of Gift attached hereto as Exhibit A and made a part hereof is a true and complete copy and there have been no amendments or modifications thereto. Cleveland Metroparks has provided information, assurances and representations to Parma that there are no outstanding violations of the Agreement of Gift as of the date of this Assignment.

4. Closing Instructions. This Assignment will be given to the Escrow Agent and the Closing will proceed as identified in the Agreement of Gift on August 6th, 2021 except that Grantor will make the deed for the Parma Parcel out to Parma. Parma will execute and comply with all reasonable closing requirements as outlined by the Escrow Agent.

5. Notices. Any notice, request, demand, or other communication in connection with this Assignment required or permitted to be given hereunder by the parties shall be in writing and shall be delivered personally or served by certified or registered mail to the parties at the addresses set forth below unless different addresses are given by one party by notice to the other in accordance herewith:

As to Assignor:

Name City of Parma
Address 6611 Ridge Road
Address Parma, Ohio 44129
Attention: Office of the Mayor

with a copy to:

Name City of Parma
Address 7335 Ridge Road – 2nd Fl.
Address Parma, Ohio 44129
Attention: Office of the Law Director

As to Assignee:

Cleveland Metroparks
4101 Fulton Parkway
Cleveland, Ohio 44144
Attention: Chief Executive Officer

with a copy to:

Cleveland Metroparks
4101 Fulton Parkway
Cleveland, Ohio 44144
Attention: Chief Legal & Ethics Officer

6. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one document.

8. Governing Law. This Assignment shall be construed, and the rights and obligations of Cleveland Metroparks and Parma hereunder shall be determined, in accordance with the substantive laws of the State of Ohio without regard to any choice of law provisions therein.

All actions arising from or relating to this Assignment or the Agreement of Gift shall be instituted and prosecuted exclusively in a federal or state court located in Cuyahoga County, Ohio and the Parties consent to the exercise of personal jurisdiction by and exclusive venue in such courts.

9. Miscellaneous. This Assignment sets for the entire agreement of the parties with respect to the Agreement of Gift and supersedes all prior discussions, negotiations, understandings or agreements relating to the Agreement of Gift. Each party represents and warrants that all necessary approvals for this Assignment have been obtained, and each person whose signature appears below represents that s/he has the authority necessary to execute this Assignment on behalf of the party indicated. By entering into this Assignment, the parties agree that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures may be executed by electronic means, and that the electronic signatures affixed by the parties to said documents shall have the same legal effect as if that signature was manually affixed to the document. The parties also agree to be bound to Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first set forth above.

ASSIGNOR:
BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK
DISTRICT

By: _____
Brian M. Zimmerman
Chief Executive Officer

Approved as to legal form by Rosalina M. Fini,
Chief Legal & Ethics Officer, Cleveland
Metroparks.

Kyle G. Baker, JD, Senior Assistant Legal Counsel

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

The foregoing instrument was acknowledged before me this ___ day of _____, 20___ by Brian M. Zimmerman, Chief Executive Officer of the Board of Park Commissioners of the Cleveland Metropolitan Park District, a political subsidiary of the State of Ohio, on behalf of said political subsidiary.

Notarial Seal

Notary Public

My commission expires: _____

ASSIGNEE:

CITY OF PARMA

By:

Tim DeGeeter
Mayor

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Mayor Tim DeGeeter on behalf of the City of Parma.

Notarial Seal

Notary Public
My commission expires: _____

This instrument prepared by,
and should be returned to:
Kyle G. Baker
Cleveland Metroparks
Administrative Offices
4101 Fulton Parkway
Cleveland, Ohio 44144

EXHIBIT A
AGREEMENT OF GIFT

AGREEMENT OF GIFT

THIS AGREEMENT OF GIFT is entered into as of this _____ day of _____, 2021, by and between JOSEPH NEMER ("Grantor"), and the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio ("Cleveland Metroparks").

RECITAL

Grantor desires to transfer by deed of gift to Cleveland Metroparks approximately 0.5 acres of land consisting of multiple parcels, known as Permanent Parcel 233-23-012, located adjacent to the Bradley Woods Reservation of the Cleveland Metropolitan Park District in the City of North Olmsted, County of Cuyahoga, and State of Ohio ("Parcel 1"); Permanent Parcel 452-36-051, located in the City of Parma, County of Cuyahoga, and State of Ohio ("Parcel 2"); Permanent Parcel 398-27-001, located in the City of Strongsville, County of Cuyahoga, and State of Ohio ("Parcel 3"); and Permanent Parcel 237-17-009, located in the City of North Olmsted, County of Cuyahoga, and State of Ohio ("Parcel 4"), and depicted in Exhibit A, as provided herein, together with all improvements thereon and all appurtenances thereunto belonging and described in Exhibit B (Parcel 1, Parcel 2, Parcel 3, and Parcel 4 are all collectively referred to as the "Property"), both Exhibits being attached hereto and made a part hereof, and all of the Grantor's interest in the land, including but not limited to its interest in all leases for the use or occupancy of the Property, including but not limited to oil, gas and mineral rights, and Cleveland Metroparks desires to accept such transfer on the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, Grantor and Cleveland Metroparks agree as follows:

1. Agreement to Convey. Grantor agrees to transfer the Property by deed of gift to Cleveland Metroparks, and Cleveland Metroparks agrees to accept the transfer of the Property, subject to the terms and conditions hereinafter set forth. Grantor represents that he has full authority to make such transfer and does not require the consent of any other party.

2. Escrow. An executed copy of this Agreement shall be deposited with Guardian Title, 7550 Lucerne Drive, Suite 310, Middleburg Heights, OH 44130 (the "Title Company"), as escrow agent (the "Escrow Agent"), concurrently upon execution by all parties and shall serve as escrow instructions for the closing of this transaction. Escrow Agent may attach its Standard Conditions of Acceptance of Escrow hereto; provided, however, that this Agreement shall govern in the event of any inconsistency between this Agreement and such Standard Conditions of Acceptance of Escrow.

3. Due Diligence, Surveys, and Title Commitment.

(a) Grantor grants to Cleveland Metroparks, and its agents, licensees, employees, assigns, contractors, and subcontractors, a license, to enter upon the Property and the full right of access to the Property in order, at Cleveland Metroparks' sole cost and expense, to inspect the Property, to perform engineering and environmental investigations, surveys and tests, to take samples, including samples of soil and groundwater beneath the surface of the Property, and to conduct such additional engineering, environmental, and other investigations as Cleveland Metroparks shall deem necessary or desirable as due diligence to evaluate the Property for Cleveland Metroparks' intended ownership, occupancy, and use thereof.

(b) Cleveland Metroparks, at Cleveland Metroparks' sole cost and expense, may cause a survey of the Property (the "Survey"), to be made by a certified land surveyor duly licensed and registered under the laws of the State of Ohio.

(c) Cleveland Metroparks, at Cleveland Metroparks' sole cost and expense, shall cause the Title Company to issue and deliver to Cleveland Metroparks a title insurance commitment to issue the Title Policy (as hereinafter defined), together with legible copies of all documents referred to in Schedule B-Part 2 thereof (collectively, as endorsed from time to time, the "Title Commitment"). Cleveland Metroparks shall notify Grantor and Escrow Agent of any exceptions to title that are disclosed in the Title Commitment and that are objectionable to Cleveland Metroparks (together herein called "Unpermitted Exceptions"), provided that Cleveland Metroparks agrees to accept the following exceptions to title (the "Permitted Exceptions") but not other standard exceptions set forth in an ALTA Owner's Policy (June 17, 2006) title insurance policy:

- (i) Zoning ordinances and regulations, if any;
- (ii) Real estate taxes which are a lien but which are not due and payable as of the Closing Date; and
- (iii) Exceptions to title that have been accepted or approved by Grantor as herein provided.

In the event that Cleveland Metroparks so notifies Grantor of any Unpermitted Exceptions, Grantor shall have a period of thirty (30) days thereafter to cure or remove the Unpermitted Exceptions; provided, however, that Grantor shall be obligated to remove, subordinate, or obtain a partial release of any mortgages and other monetary liens against the Premises. Upon the expiration of such thirty (30) day period, Escrow Agent shall notify Grantor and Cleveland Metroparks as to whether or not the Title Company then is in a position to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title. If Escrow Agent shall notify the parties that the Title Company will not issue the Title Policy, without showing the

Unpermitted Exceptions as exceptions to title, then Cleveland Metroparks, by notice delivered to Grantor and Escrow Agent within fifteen (15) days after Cleveland Metroparks' receipt of notice from Escrow Agent of the Title Company's refusal to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title, shall have the right, in its sole discretion, (A) to waive the Unpermitted Exceptions by notifying Escrow Agent and Grantor within fifteen (15) days after Cleveland Metroparks' receipt of notice from Escrow Agent of the Title Company's refusal to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title, in which event the obligations of the parties hereunder shall not be affected by reason thereof, the Unpermitted Exceptions shall be deemed to constitute Permitted Exceptions, and this transaction shall be consummated in accordance with the terms and conditions of this Agreement or (B) to terminate this Agreement, as contemplated by Paragraph 5(b).

4. Representations and Warranties of Grantor. Grantor represents and warrants to Cleveland Metroparks that:

(a) Except as detailed below, there are no parties in possession of any part of the Property as lessees, tenants at sufferance or trespassers;

(b) There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property or any part thereof;

(c) Grantor has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property and all parts thereof;

(d) The Property is in compliance with all applicable laws, rules, regulations and ordinances, including, without limitation, building, zoning, and environmental laws, rules, regulations and ordinances;

(e) There are no actions, suits or proceedings against Grantor with respect to the Property, and there are no investigations or actions, suits or proceedings at law or in equity pending or threatened against Grantor that would adversely affect this transaction or the Property; and

(f) Grantor has disclosed to Cleveland Metroparks all material facts known to the Grantor which a prudent buyer would want to know regarding the condition or use of the Property.

5. Conditions to Closing.

(a) In addition to the conditions provided elsewhere in this Agreement, the obligation of Cleveland Metroparks and Grantor to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction or waiver in writing of each of the following conditions on or before the Closing Date:

(i) Due diligence by Cleveland Metroparks, and/or its agents, licensees, employees, agencies, contractors, and subcontractors pursuant to Paragraph 3(a) shall have been performed to the satisfaction of Cleveland Metroparks, in its sole discretion, and the Property shall remain in the condition described in report(s) provided in conjunction with performance of such due diligence;

(ii) Grantor has agreed not to market the Property or enter into any agreements relating to the Property prior to the Closing Date;

(iii) That all renters, licensees, tenants or other users of the property have vacated the property and all personal property has been removed from the Property, per No. 13 of this Agreement;

(iv) Title Company shall be in a position to issue to Cleveland Metroparks, dated as of the date and time of Closing (as hereinafter defined), an ALTA Owner's Policy (June 17, 2006) owner's policy of title insurance, as endorsed, in the amount of which Cleveland Metroparks shall provide notice to Title Company, insuring that Cleveland Metroparks has good and marketable fee simple title to the Property, subject only to Permitted Exceptions (collectively, the "Title Policy");

(v) Cleveland Metroparks shall have obtained approval by the Probate Court of Cuyahoga County as required by O.R.C. Section 1545.11;

(vi) Cleveland Metroparks shall have completed and delivered to Escrow Agent Part IV of Form 8283, execute Form 8283; and

(vii) Grantor shall have executed and delivered to Escrow Agent the Exemption Form.

(b) In the event that any condition described in this Paragraph 5 or elsewhere in this Agreement with respect to the performance of the parties is not satisfied or waived in writing by Cleveland Metroparks on or before the date on which it is required to be satisfied, Cleveland Metroparks shall have the right to postpone the Closing Date or to terminate this Agreement by notice to Grantor and Escrow Agent.

(c) In the event of Grantor's death prior to the Closing Date, Grantor intends for and instructs his personal representative to fulfill all obligations required of Grantor under this Agreement.

6. Closing Date. The transfer of title to the Premises hereunder by the filing of the

Deed for record (the "Closing") shall be on or before August 6th, 2021, contingent upon satisfaction or waiver of all conditions to Cleveland Metroparks obligations hereunder (subject to postponement, as permitted hereunder, the "Closing Date").

7. Control of Property During Escrow. Should the Property's value as a natural resource be negatively impacted before the Closing Date, Cleveland Metroparks, in its sole discretion, shall have the power, exercisable by giving written notice to Escrow Agent and Grantor, to cancel such escrow and terminate this Agreement.

8. Deposits into Escrow.

(a) On or before the Closing Date, Grantor shall deposit or cause to be deposited with Escrow Agent:

(i) Grantor's fully executed Deed of Gift (or Deeds of Gift) in the a form similar to the one attached hereto and made a part hereof as Exhibit C (the "Deed") conveying to Cleveland Metroparks good and indefeasible fee simple title to the Property free and clear of all exceptions to title except Permitted Exceptions and releasing to Cleveland Metroparks all dower rights in the Property, if any;

(ii) If Grantor intends to claim a deduction for federal income tax purposes of more than Five Thousand Dollars (\$5,000) in connection with the transfer of the Property, a completed Form 8283;

(iii) A completed Statement of Reason for Exemption from Real Property Conveyance Fee (the "Exemption Form"), showing the conveyance to be exempt pursuant to section (r) of the Exemption Form; and

(iv) Such funds and other instruments in recordable form or otherwise as reasonably may be required by Escrow Agent as a condition of the closing of the escrow.

(b) On or before the Closing Date, Cleveland Metroparks shall deposit or cause to be deposited into escrow with Escrow Agent:

(i) Such funds and other instruments in recordable form or otherwise as reasonably may be required by Escrow Agent as a condition of the closing of the escrow.

9. Actions by Escrow Agent. On the Closing Date, if all the funds and documents set forth in Paragraph 8 have been delivered to Escrow Agent and if all other conditions to Cleveland Metroparks' obligation to consummate the transaction contemplated by this

Agreement shall have been satisfied or waived in writing by Cleveland Metroparks, then Escrow Agent shall:

(a) Cause the Deed (or Deeds) to be filed for record in the Cuyahoga County, Ohio, Records;

(b) As of the close of business on the Closing Date, prorate real estate taxes on a fiscal year basis. If Closing occurs before the tax rate is fixed for the year in which Closing occurs, real estate taxes shall be based upon the tax rate for the preceding year applied to the latest assessed valuation, provided, that, if the real estate taxes payable during the year in which Closing occurs (or prior years) are thereafter determined to be more or less than the real estate taxes payable during the preceding year (after any appeal of the assessed valuation thereof is concluded), Grantor and Cleveland Metroparks shall (i) promptly (but no later than thirty (30) days thereafter, except in the case of an ongoing tax protest) adjust the proration of such real estate taxes and (ii) pay to the other any amount required as a result of such adjustment. This reparation covenant shall not merge with the Deed but shall survive the Closing until ninety (90) days after the final unappealable determination of such real estate taxes;

(c) As of the close of business on the Closing Date, prorate and appropriately charge the Grantor premiums on insurance policies acceptable to Cleveland Metroparks insuring the improvements and buildings, if any, on the Property against damage or destruction by fire, theft, or the elements;

(d) If on the Closing Date the Property shall be affected by any special or other assessment for public improvements or otherwise which is or may become payable by Grantor in installments, of which the first installment is then a charge or lien, then, for purposes of this Agreement, all the unpaid installments of such assessment, which are to become due and payable after the Closing Date, shall be paid and discharged by Grantor, and Grantor shall be responsible for the payment of any and all future installments of assessments, whether or not the first installment thereof is then a charge or lien;

(e) Cause the issuance and delivery to Cleveland Metroparks of the Title Policy;

(f) Charge to the account of Grantor the cost of recording any instruments required in order to clear title of all exceptions to title other than Permitted Exceptions; and

(g) Charge to the account of Cleveland Metroparks the escrow fee, the cost of the title examination and the title insurance premium for the Title Policy, the fee for recordation of the Deed, and all other sums properly chargeable against Cleveland Metroparks hereunder or customarily charged to Cleveland Metroparks in accordance

with common escrow practices in the county in which the Property is located, except as otherwise specifically provided herein to the contrary;

provided however, that, except as otherwise specifically provided herein to the contrary, in the event that this Agreement is terminated prior to the Closing Date (other than upon default by either party, in which event the defaulting party shall pay the escrow fee, the cost of the title examination and the Title Commitment, and other sums properly chargeable by Escrow Agent), Escrow Agent shall return to the parties the respective funds and documents deposited in escrow by them, the parties shall be released from all obligations and liabilities otherwise thereafter accruing hereunder, and Cleveland Metroparks shall pay to Escrow Agent its escrow fee, the cost, if any, of the title examination and the Title Commitment, and all other sums properly chargeable by Escrow Agent.

10. Costs and Expenses. All costs and expenses related to the Commitment shall be the responsibility of Cleveland Metroparks. Cleveland Metroparks shall pay all expenses associated with the Escrow Agent and the recording fees. Cleveland Metroparks shall pay, on or before the Closing Date, all real estate taxes and assessments due through the Closing Date for Permanent Parcel 233-23-012. Grantor shall pay, on or before the Closing Date, all real estate taxes and assessments due through the Closing Date for Permanent Parcels 452-36-051, 398-27-001, and 237-17-009, and shall indemnify Cleveland Metroparks against and hold Cleveland Metroparks harmless from any liability for such taxes or assessments. All other closing costs and expenses shall be paid by Cleveland Metroparks unless otherwise agreed to the contrary.

11. Deductibility; No Advice. Grantor acknowledges that while Cleveland Metroparks intends to cooperate with Grantor in its efforts to consummate the gift contemplated by this Agreement, Cleveland Metroparks offers no advice or assurance that Grantor's desired tax deduction will be available. Grantor acknowledges that Cleveland Metroparks is not an appraiser, accountant, or law firm, and is not qualified to and does not offer any advice to Grantor regarding deductibility of the gift, the fair market value of the Property, Grantor's obligations with respect to IRS form 82823, or any other obligation of Grantor relating to the Property.

12. Indemnity. Grantor shall indemnify Cleveland Metroparks against and hold Cleveland Metroparks harmless with respect to all claims and liabilities which may have accrued with respect to the Property prior to the Closing Date.

13. Possession. Grantor shall deliver full and complete possession of the Property to Cleveland Metroparks as of Closing. Grantor shall have notified and effected the vacation from the premises of any renters from the property in a timely manner, pursuant to Ohio law, and removed any personal property prior to Closing.

14. Assignment. This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns of the parties hereto.

Without limiting the generality of the foregoing, Cleveland Metroparks shall have the right, without Grantor's consent, to assign its rights and obligations under this Agreement for the Property (or any of the individuals parcels) prior to the Closing, provided Metroparks notifies Grantor of such assignment. Following such an assignment of this Agreement or any portion of this Agreement, Metroparks shall be released from any obligations under this Agreement and shall have no further liability hereunder related to the parcel so assigned.

15. Notices. Unless otherwise expressly required or permitted by the terms of this Agreement, any notice, request, demand, or other communication in connection with this Agreement required or permitted to be given hereunder by the parties shall be in writing and shall be delivered personally or served by certified or registered mail to the parties at the addresses set forth below unless different addresses are given by one party by notice to the other in accordance herewith:

As to Grantor:

Joseph Nemer
6343 Woodhawk Drive
Mayfield Heights, OH 44124

As to Cleveland Metroparks:

Cleveland Metroparks
4101 Fulton Parkway
Cleveland, Ohio 44144
Attention: Chief Executive Officer

with a copy to:

Cleveland Metroparks
4101 Fulton Parkway
Cleveland, Ohio 44144
Attention: Chief Legal & Ethics Officer

16. Real Estate Brokers. Cleveland Metroparks represents and warrants to Grantor that no broker, finder, real estate agent, or other person has acted for such party so as to entitle such broker, finder, agent or other person to any commission in connection with the transfer of the Property to Cleveland Metroparks. To the extent Grantor has used a broker, finder, agent or other person, Grantor shall pay any such commission and shall be responsible for any attorneys' fees and litigation or other expenses relating to any such commission.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements respecting the Property between Grantor and Cleveland Metroparks. This Agreement may not be amended except in a writing executed by Grantor and Cleveland Metroparks.

18. Approval and Consent. In each case in which this Agreement provides for

approval or consent, such approval or consent shall not be unreasonably withheld or delayed.

19. Survival. It is understood and agreed that all representations, warranties, covenants, and agreements and all indemnifications contained herein shall survive Closing for the maximum period permitted by law and shall not be merged in the Deed or any other Closing document.

20. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Ohio regardless of any choice of law principles. All actions arising from or relating to this Agreement or the Property or a claim of breach of this Agreement shall be instituted and prosecuted exclusively in a federal or state court located in Cuyahoga County, Ohio, and the Parties consent to the exercise of personal jurisdiction by and exclusive venue in such courts.

21. Effect of Electronic Signature. By entering into this Agreement, the Parties agree on behalf of themselves, their officers, employees, subcontractors, sub-grantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

22. Publicity. Grantor shall not discuss this Agreement or its contents with the media, use Cleveland Metroparks' name or logos or issue any press release or other public statement related hereto, unless authorized in writing by Cleveland Metroparks, which authorization may be withdrawn by Cleveland Metroparks at any time. Publicity prohibited hereunder shall include, but not be limited to, press releases, press interviews, magazine articles, trade show displays, customer lists, web sites, social media sites, Grantor success stories, testimonials, and present or prospective client references. Nothing in this Agreement shall be construed to grant Grantor or any other individual or entity any rights in and/or to the name, any trademark, any logo, and/or any other property of Cleveland Metroparks.

23. Release of Dower. Noor Nemer ("Grantor's Spouse") joins in the execution of this Agreement solely for the purpose of evidencing her release unto Grantor, its successors and assigns, of her inchoate rights to dower in the Property.

IN WITNESS WHEREOF, Grantor and Cleveland Metroparks have executed this Agreement as of the date first set above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR: JOSEPH NEMER

By: _____
Joseph Nemer

Noor Nemer, Grantor's Spouse

CLEVELAND METROPARKS:

BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT

By: _____
Brian M. Zimmerman
Chief Executive Officer

Approved as to legal form by Rosalina M. Fini,
Chief Legal and Ethics Officer
Cleveland Metroparks



Kyle G. Baker, JD, Senior Assistant Legal Counsel

ACKNOWLEDGED AND APPROVED BY:

GUARDIAN TITLE, as the Title Company

By: _____

Name: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, Chief Financial Officer of the Board of Park Commissioners of the Cleveland Metropolitan Park District (the "Board"), hereby certifies that the moneys required to meet the obligations of the Board during the year 2021 under the aforesaid Agreement have been lawfully appropriated by the Board for such purposes and are in the treasury of the Board or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Chief Financial Officer, Board of Park Commissioners
of the Cleveland Metropolitan Park District

Dated _____, 2021

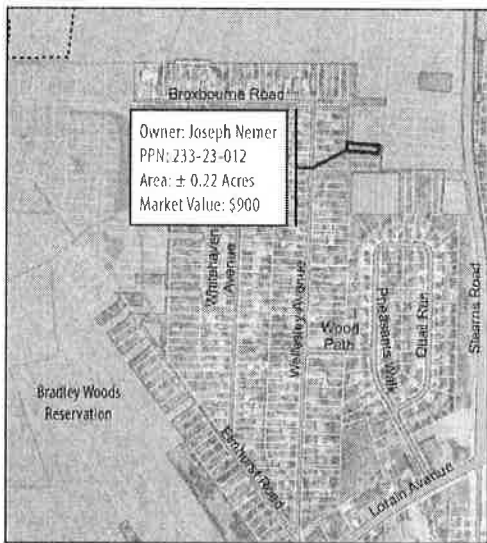
EXHIBIT A

Map of Properties

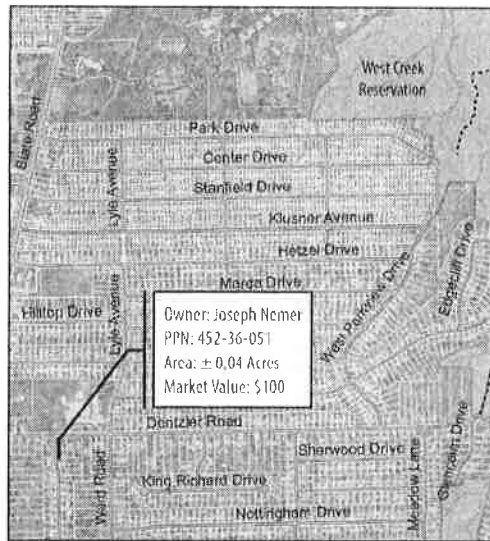
Cleveland Metroparks
Nemer Properties - North Olmsted, Parma, & Strongsville



Overbrook Avenue, North Olmsted



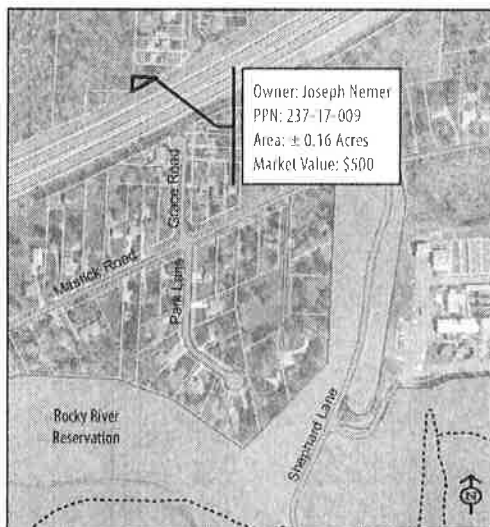
Dentzler Road, Parma



West 130th Street, Strongsville



Grace Road, North Olmsted



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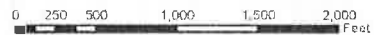


EXHIBIT B

Legal Descriptions

Parcel No. 1: 233-23-012

Situated in the City of North Olmsted, County of Cuyahoga, and State of Ohio and known as being Sublot No. 392 in the S.H. Kleinman Realty Company's Garden City Subdivision of part of Original Olmsted Township Lot Nos. 5, 6, 11 and 12, Tract No. 6, as per the plat of said Subdivision recorded in Volume 56 of Maps, Page 11 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

Parcel No. 2: 398-27-001

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:
And known as being a part of Original Strongsville Township Lot No. 7, and bounded and described as follows:

Beginning at the intersection of the Easterly line of said Original Lot No. 7, which is also the center line of Settlement Road, with the Northerly line of land conveyed by Thomas White to Ebenezer A. Sprague and Inez M. Sprague, by deed recorded in Volume 323h Page 543 of Cuyahoga County Records; Said beginning point being distance Northerly 1143 50/100 feet from an iron monument at the Southeasterly corner of said original Lot No. 7;

thence Westerly along the Northerly line of land deeded by Thomas White to Ebenezer A. Sprague and Inez M. Sprague, by deed recorded in Volume 323i, Page 543 of Cuyahoga County Records, 435 60/100 feet;

thence Southerly parallel with the Easterly line of said Original Lot No. 7 and center line of Settlement Road, 100 feet;

thence Easterly parallel with the said Northerly line of land deeded by Thomas White to Ebenezer A. Sprague and Inez M. Sprague, 435 60/100 feet to the Easterly line of said Original Lot No. 7;

thence Northerly along the Easterly line of said Original Lot and the center line of Settlement Road, 100 feet to the place of beginning and containing one acre of land be the same more or less, but subject to all legal highways.

EXCEPTING therefrom that portion deeded to State of Ohio in Volume 7686, Page 1 of Cuyahoga County Records.

Parcel No. 3: 237-17-009

Situated in the City of North Olmsted, County of Cuyahoga and State of Ohio:
And known as being part of Sublot No. 13 in Metropolitan Park Overlook Allotment of part of Original Dover Township Lot No. 9 and part of Original Olmsted Township Lot No. 37, Tract No. 6, as shown by the recorded plat in Volume 97 of Maps, Page 32 of Cuyahoga County Records, and bounded and described as follows:

Beginning at the Northwesterly corner of said Sublot No. 13;

thence Southerly along the Westerly line of said Sublot No. 13, a distance of 50 feet to the Southwesterly corner thereof said point being also the most westerly corner of land described as Parcel No. 240-W1.2 in the judgment settlement filed for record June 21, 1976, and recorded in Volume 14259 of Deeds, Page 33 of Cuyahoga County Records;

thence Northeasterly along the Northwesterly line of land so described 101.53 feet to the Northerly line of

Sublot No. 13;

thence Westerly along the Northerly line of said Sublot No. 13 a distance of 88.19 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel No. 4: 452-36-051

Situated in the City of Parma, County of Cuyahoga and State of Ohio:

And known as being part of Original Parma Township Lot 27, Ely Tract, bounded and described as follows:

Beginning on the Easterly line of Normandy Drive (60 feet wide) at the Northwesterly corner of Sublot 1 in the Normandy Drive Subdivision as recorded in Volume 187 of Maps, Page 80 of Cuyahoga County Records;

thence Easterly 0.50 feet along said Sublot 1 to a point distance 234 feet from the Northeast corner of said Sublot;

thence Northerly along a line parallel with and 0.50 feet distance from the Easterly line of Normandy Drive to a point in the curved turnout between Dentzler Road and Normandy Drive;

thence Southwesterly along said curved turnout to a point of tangent;

thence Southerly along said Easterly line of Normandy Drive 184.96 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

EXHIBIT C

General Warranty Deed

KNOW ALL PERSONS BY THESE PRESENTS, that [name] [a corporation, a partnership, a limited liability corporation, single, married], [for an estate: Cuyahoga County Probate Court Case No. _____], ("Grantor"), of [insert] County, and whose tax-mailing address is [INSERT], for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents absolutely grant, bargain, sell and convey, with GENERAL WARRANTY COVENANTS, unto BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio, whose tax mailing address is 4101 Fulton Parkway, Cleveland, Ohio 44144 ("Cleveland Metroparks"), the real property located in [City], County of [Insert], State of Ohio, and more fully described on Exhibit A attached hereto and made a part hereof by reference, together with all buildings, fixtures and improvements thereon and all easements, rights and hereditaments appurtenant thereto, including any right, title, and interest of Grantor in adjacent streets, alleys, and rights-of-way (collectively, the "Property"). [_____, wife/husband of Grantor, releases all rights of dower herewith.]

TO HAVE AND TO HOLD the Property unto Cleveland Metroparks, its successors and assigns, forever.

This deed is given to Cleveland Metroparks in consideration of the many benefits that Cleveland Metroparks has conferred on society.

And Grantor, for Grantor and Grantor's successors, heirs, and assigns, hereby does covenant with Cleveland Metroparks, its successors and assigns, that at and until the ensembling and delivery of these presents, Grantor is well seized of the Property, has a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in the manner and form as above written and that the Property is free from all liens and encumbrances whatsoever, except:

- a. real estate taxes and assessments, both general and special, which are a lien but not due and payable at the time this Deed is filed for record;
- b. zoning laws, rules and regulations affecting the Property, if any;
- c. easements, restrictions, covenants, reservations, and conditions of record, which include: an easement dated _____, executed by [name of grantor of easement] to [name of grantee of easement] for [e.g., public utilities access to the property, etc.] [include description of all easements, restrictions, covenants and conditions]; and
- d. such matters as would be revealed by an accurate survey of the Property,

and that Grantor will warrant and defend the Property to Cleveland Metroparks, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

[The conveyance of the Property is made subject to the following restrictions:

_____.]

Prior Deed References: [date] and recorded as Cuyahoga County Recorder's File No. [insert].

[SIGNATURE FOLLOWING PAGE]

EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF THE PARMA PARCEL

Parcel No. 4: 452-36-051

Situated in the City of Parma, County of Cuyahoga and State of Ohio:
And known as being part of Original Parma Township Lot 27, Ely Tract, bounded and described as follows:

Beginning on the Easterly line of Normandy Drive (60 feet wide) at the Northwesterly corner of Sublot 1 in the Normandy Drive Subdivision as recorded in Volume 187 of Maps, Page 80 of Cuyahoga County Records;

thence Easterly 0.50 feet along said Sublot 1 to a point distance 234 feet from the Northeast corner of said Sublot;

thence Northerly along a line parallel with and 0.50 feet distance from the Easterly line of Normandy Drive to a point in the curved turnout between Dentzler Road and Normandy Drive;

thence Southwesterly along said curved turnout to a point of tangent;

thence Southerly along said Easterly line of Normandy Drive 184.96 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.