
**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.
3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions.
4. **COMPANY’S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company’s liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Issued by:

CHICAGO TITLE INSURANCE COMPANY
1111 SUPERIOR AVENUE, SUITE 600
CLEVELAND, OH 44114



Authorized Signatory

4. Title to the estate or interest in the land is at the Effective Date vested in:

City of Parma, Ohio, d.b.a. Parma Public Housing Agency, a body corporate and politic of the State of Ohio, which acquired title by Deed in Volume 87-8065, Page 33

5. The land referred to in this Commitment is described as follows:

PPN's 442-43-002, 003, 004 012, 013, 013 and 016

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Original Parma Township Lot No. 14, in Tuckerman Tract, being further bounded and described as follows:

Beginning in the centerline of Chevrolet Boulevard (formerly Stumph Road), 80 feet wide, at a point distant South $03^{\circ} 55' 45''$ West, 180.255 feet measured along said centerline from its intersection with the Northerly line of said Original Lot No. 14. said point also being the Northwesterly corner of land conveyed to John J. Lasko by deed dated December 24, 1963 and recorded in Volume 10990, Page 431 of Cuyahoga County Records, being the principal place of beginning of the parcel of land described herein;

Thence South $86^{\circ} 12' 29''$ East along the Northerly line of land so conveyed to said John J. Lasko, 725.38 feet to the Westerly line of San H. Miller Estates Subdivision No. 3 as recorded in Volume 154 of Maps, Page 32 and 33 of Cuyahoga County Records;

Thence South $03^{\circ} 55' 45''$ West along the westerly line of said Sam H. Miller Estates Subdivision No. 3, 359.80 feet to the Southeasterly corner of land conveyed to Gus N. Miranda and Sam Camiola by deed dated April 17, 1974 and recorded in Volume 13617, Page 891 of Cuyahoga County Records;

Thence North $86^{\circ} 14' 25''$ west along the Southerly line of land so conveyed to said Gus N. Miranda and Sam Camiola, 725.38 feet to the centerline of said Chevrolet Boulevard;

Thence North $03^{\circ} 55' 45''$ East along the centerline of said Chevrolet Boulevard, 360.21 feet to the principal place of beginning and containing 5.9949 acres of land (261139 square feet), be the sane more or less, but subject to all legal highways. Bearings are to an assumed meridian and are used to denote angles only.

Excepting therefrom that portion within the bounds of Chevrolet Boulevard, formerly Stumpf Road, as shown on the Widening Map of Stumpf Road from Brookpark Road to Huffman Road recorded in Volume 131 of Maps, Page 470 of Cuyahoga County Records.

SCHEDULE B, SECTION I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent an authorized employee of the insured lender or by using Bancserv or other approved third-party services. If the above requirement cannot be met, please call the Company at the number provided in this report.

5. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/company/partnership actions have been conducted, given or property waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.

6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

7. If a Zoning Endorsement is requested, the following is required: A letter from Planning and Zoning and/or ALTA/NSPS survey setting forth items 2a.-e. from the endorsement and surveyor's certification that there are no violations.

8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation of a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed insured.

9. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000 and the total liability of the Company on account of the commitment shall not exceed said amount.

10. Documents to be filed for record: **To be determined**

SCHEDULE B, SECTION II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
8. Any Loan Policy issued pursuant to this Commitment will contain the following exception:

Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the policy pursuant to paragraph D of Ohio Revised Code Section 1509.31 effective June 30, 2010.

9. This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of representations of the acreage or area in the property descriptions in Schedule A.

10. Rights of the public as to that portion of the premises within the bounds of Chevrolet Boulevard, 80 feet wide.

11. Slope rights along Chevrolet Boulevard as established in the Widening Map of Stumpf Road from Brookpark Road to Huffman Road recorded in Volume 131 of Maps, Page 470 of Cuyahoga County Records.

12. Standard Easement for the Installation and Maintenance of a Water Main for the Purpose of Supplying Water Service at the Parma Public Housing Site from Adam Construction Company to the City of Parma and the City of Cleveland filed for record September 24, 1986 and recorded in Volume 86-6168, Page 42 of Cuyahoga County Records.

Note: Parma Ordinance No. 188-86 accepting same was filed for record August 7, 1986 and recorded in Volume 86-4939, Page 39 of Cuyahoga County Records.

13. Right of Way from Adam Construction Company to Columbia Gas of Ohio, Inc. filed for record December 4, 1987 and recorded in Volume 87-7754, Page 42 of Cuyahoga County Records.

14. Conditions and matters established by the Declaration by City of Parma, Ohio, d.b.a. Parma Public Housing Agency, a body corporate and politic of the State of Ohio, filed for record December 22, 1987 and recorded in Volume 87-8065, Page 31 of Cuyahoga County Records.

15. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

16. The County Treasurer's 2017 General Tax Duplicate shows:

Taxes for the year of 2017 listed in the name of City of Parma d.b.a. (Parcel PPN's 442-43-002, 003, 004 012, 013, 013 and 016), are exempt.

Note: There are no Special Taxes or Assessments charged against the premises under examination.

Taxes for year of 2018, undetermined, are a lien, but not due and payable.

Additions, if any, which may hereafter be made by legally constituted authorities.

END OF SCHEDULE B, SECTION II