

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made as of ^{March 14} ~~January~~, 2018 ("**Effective Date**") by and among the **CITY OF BRECKSVILLE, OHIO**, a municipal corporation organized and validly existing under the Constitution and laws of the State of Ohio and its Charter ("**City**"), **BRECKSVILLE COMMUNITY IMPROVEMENT CORPORATION**, a community improvement corporation organized and existing as a corporation not for profit under the laws of the State of Ohio ("**CIC**"), and **DIGERONIMO DEVELOPMENT LLC**, an Ohio limited liability company ("**Developer**"). The City, CIC and Developer are sometimes referred to collectively as the "**Parties**".

BACKGROUND

A. The City, as authorized by Ordinance No. 4761, passed and approved by the Council of the City ("**City Council**") on June 20, 2017, entered into that certain Assignment and Assumption Agreement of the Enhanced-Use Lease Agreement Louis Stokes VA Medical Center Cleveland Ohio by and among Veterans Development, LLC ("**Assignor**"), the City and the United States Department of Veterans Affairs ("**Department**"), dated as of July 5, 2017 ("**Assignment**"), whereby the City assumed that certain Enhanced-Use Lease Agreement Louis Stokes VA Medical Center Cleveland, Ohio with respect to the Brecksville Division of the Louis Stokes VA Medical Center ("**Site**") by and between the Assignor and the Department, dated October 1, 2009 ("**Lease**").

B. Following execution of the Assignment, the City, as authorized by Ordinance No. 4762, passed and approved by City Council on June 20, 2017, and the Department amended the Lease pursuant to the terms of that certain First Amendment to the Enhanced-Use Lease Agreement Louis Stokes VA Medical Center Cleveland Ohio by and between the City and the Department, dated as of July 26, 2017 ("**First Amendment**").

C. Pursuant to Section 6 of the First Amendment, following the Department notifying the City on September 1, 2017 of the Department's intent to dispose of the Site, the City notified the Department of the City's desire to acquire the Site.

D. The City anticipates that the Department will convey the Site to the City pursuant to a deed substantially in the form attached hereto as Exhibit A, which deed contains obligations imposed upon the City that run with the land and must be assumed by any subsequent transferor and transferee (the "**VA Deed**").

E. The City, as authorized by Ordinance No. 4896, passed and approved by City Council on November 18, 2014, and in accordance with Ohio Revised Code ("**ORC**") Section 1724.10, designated the CIC as the City's agency and instrumentality for the industrial, commercial (including office), distribution, research and residential development of the City and authorized the Mayor of the City ("**Mayor**") and the Director of Finance of the City ("**Director**") to enter into with the CIC on behalf of the City that certain Agreement and Plan of Industrial, Commercial, Distribution and Research Development dated as of November 18, 2014 ("**Agreement and Plan**").

F. Under Article II, Section 5.d of the Agreement and Plan, and in accordance with ORC Section 1724.02(A)(3), the CIC may purchase, receive, hold, lease or otherwise acquire and may sell, convey transfer, lease, sublease or otherwise dispose of real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof.

G. Under Article III, Section 1 of the Agreement and Plan, and in accordance with ORC Section 1724.10(B), each of the City and the CIC has the authority to convey real property and interests in

real property owned by the City and determined by City Council: (1) not to be required by the City for its purposes, and (2) that the conveyance will promote the welfare of the people of the City, stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City, and preserve, maintain or provide additional opportunities for their gainful employment.

H. In order to promote the welfare of the people of the City, stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City, and to preserve, maintain and/or provide additional opportunities for their gainful employment, the City desires to cause the Site to be redeveloped.

I. In furtherance of its goals, the City desires to convey the Site to the CIC for the purpose of the CIC receiving and causing redevelopment of the Site in accordance with the Agreement and Plan and consistent with the CIC's role as the City's agency in the promotion of industrial, economic, commercial, distribution and research development.

J. Upon receipt of fee simple title to the Site, the CIC desires to engage Developer to redevelop the Site in accordance with the terms of this MOU and the anticipated, forthcoming Development Agreement (defined below).

K. The Parties are entering into this MOU in order to set forth the principal legal and economic terms of an anticipated formal agreement between the Parties with respect to development of the Site ("**Development Agreement**"), which Development Agreement will contain the principal terms and conditions hereof, among other essential terms and conditions approved by the Parties. Although this MOU is intended to be superseded by a formal Development Agreement and is not intended to include all of the necessary terms, conditions and other details of the Development Agreement, it is intended nevertheless to establish a framework on which the Parties may rely in negotiating the Development Agreement and in entering into certain commitments and understandings in anticipation of the execution of the Development Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Public-Private-Partnership; Purpose of Relationships. The Parties agree that the purpose of the collaborative relationships contemplated by this MOU is to (a) create the opportunity for the redevelopment of the Site into a vibrant mixed-use development furthering the goals and objectives of the City and the CIC consistent with all existing zoning and other land use ordinances of the City, and (b) provide the economic framework for Developer to invest the necessary capital to cause demolition of the buildings and remediation of the environmental conditions currently existing at the Site and receive, in return for such investment, the exclusive right to develop the Site consistent with the terms of this MOU.

2. Development Agreement. The Parties will negotiate diligently and in good faith with the goal of entering into a Development Agreement within one-hundred twenty (120) days after the Effective Date (or such longer period of time as agreed to by the Parties), setting forth the essential terms upon which the Project will proceed.

3. The Project. The "**Project**" referred to in this MOU includes, without limitation, the demolition, remediation and redevelopment of the Site, to be completed in one or more Project phases (each, a "**Phase**"; collectively, "**Phases**"). The Development Agreement will provide a structure (and

time-frames) for the CIC and Developer to mutually agree upon and, from time to time, change an overall development plan for the Project (the “**Project Development Plan**”), and for each Phase, the CIC and Developer shall mutually agree to the development plan for such Phase (a “**Phase Development Plan**”). Each Phase Development Plan shall be generally consistent with the Project Development Plan. In no event will the CIC be permitted to unreasonably withhold the approval of any plan that is consistent with all applicable local, state and federal laws, codes, rules and regulations, including, but not limited to, the City’s zoning code (collectively, “**Applicable Laws**”). For the avoidance of doubt, the Parties acknowledge and agree that no term or condition of this MOU or the Development Agreement shall be interpreted to amend, alter or supersede the City’s planning and zoning authority.

4. Declaration of Covenants; Collaborative Control of Development. The Project Development Plan, once approved by both the CIC and Developer, will not be materially changed or modified without the prior approval of the CIC and Developer, such approval not to be unreasonably withheld, conditioned or delayed so long as such changes are consistent with and in furtherance of the development of the Site in accordance with the Development Agreement. The CIC and Developer shall agree upon the terms and conditions of a declaration of easements, covenants and conditions (the “**Declaration**”) providing for consistent quality and compatibility of uses throughout the Project. Sales of land to third-parties will be made subject to the Declaration. Any CIC Land Conveyance (defined below) must be consistent with the Project Development Plan and will be subject to the Declaration. The parties shall work in good faith to identify any areas of the Site not eligible for a CIC Land Conveyance (“**Exclusive Developer Areas**”).

5. Conveyance of Site to CIC. After the City has received fee simple title to the Site from the Department, the City will transfer fee simple title to the Site to the CIC with such transfer to include all obligations which run with the land or otherwise set forth in the VA Deed.

6. Exclusive Development Rights; Term of Development Agreement. Subject to the terms of the Development Agreement, Developer will be appointed as the exclusive developer of the Site for an initial term of ten (10) years (the “**Term**”). The Term may be extended by mutual agreement of the CIC and Developer for up to an additional five (5) years. Developer’s rights under the Development Agreement (the “**Development Rights**”) will include the ability to sell, lease, own, market and otherwise develop the Site in accordance with Applicable Laws and to the extent provided in the Development Agreement. Developer and the CIC shall agree to a milestone date schedule for the Project (the “**Project Schedule**”) which shall be subject to change and to delays beyond the parties’ reasonable control. Each Phase shall also be associated with a schedule and timeline for such Phase (each a “**Phase Schedule**”). Developer shall not assign any Development Rights without the prior written consent of the CIC, which consent may be withheld in the CIC’s sole and absolute discretion. Developer’s Development Rights shall also include Developer’s rights to receive the Baseline Land Value (as discussed below). Subject to the terms of the Development Agreement, Developer shall be the exclusive party with rights to develop the Site. In furtherance thereof, Developer shall utilize Developer’s best efforts to develop the Project in accordance with the Project Development Plan and shall consider, in good faith, all opportunities, including, but not limited to, any proposed CIC Land Conveyance; provided, however, in a case wherein the CIC believes that a CIC Land Conveyance is in the best interest of the City or CIC, then, except with respect to Exclusive Developer Areas, the CIC shall have the right, in the CIC’s sole and absolute discretion, to complete such CIC Land Conveyance without the consent or approval of Developer.

7. Responsibility for the Site. Developer shall assume responsibility for the Site, including, but not limited to, safety, security and insurance upon execution of, and as required by, the Development Agreement.

8. Conveyance of Land to Developer. Prior to commencement of each Phase, subject to the provisions of the Development Agreement, the CIC shall convey to Developer each portion of the Site as necessary for Developer to commence and complete each Phase in accordance with the Project Schedule and each Phase Schedule. Each such conveyance shall be subject to the terms, conditions and obligations set forth in the VA Deed and Developer shall indemnify the City and the CIC for any violations thereof arising after each such conveyance. Prior to the conveyance to Developer of any land relating to a Phase, Developer and the CIC shall agree upon the Phase Development Plan and Phase Schedule. Such agreement between the parties shall be set forth in an amendment to the Development Agreement and shall include the terms and timing of the development contemplated by such Phase, any tax increment financing or other financing, grants or incentives applicable to such Phase as may be available and agreed to by the City and the CIC. Closing costs (title, survey, lot split, conveyance fees, etc.) will be paid by Developer.

9. Demolition and Remediation of Existing Buildings and Conditions.

- (a) Subject to the terms of the Development Agreement, and as a condition of Developer's Development Rights, Developer agrees to perform or provide, at Developer's sole cost and expense, all work, labor, materials and services required to demolish, abate and remediate the Site, including, but not limited to, the following tasks: (i) demolish and abate all buildings and other above-ground structures and improvements from the Site (and to the extent necessary any foundations); (ii) fill removed basement areas with clean fill; (iii) remove all demolition debris and hazardous materials from the Site; (iv) generally clear and grade the Site for development as may be mutually agreed to by the parties, all in accordance with all Applicable Laws and as necessary to develop the Site; and (v) as requested by the CIC, deliver for the benefit of the Parties evidence that remediation of the Site is in accordance with standards required by Ohio's voluntary action program, including the delivery of a so-called "No Further Action" letter from the Ohio EPA for all or relevant portions of the Site (collectively, the "**Demolition and Remediation Obligations**"). The Demolition and Remediation Obligations shall be more fully detailed in the Development Agreement, and for clarity, shall expressly exclude any costs or expenses relating to the general development of the Site (*i.e.*, costs not related to Demolition and Remediation Obligations, such as costs related to storm water management facilities). All contractors, subcontractors, engineers and consultants engaged by Developer in connection with the Demolition and Remediation Obligations, and the insurance carried by such companies or individuals, shall be subject to the prior approval of the CIC, such approval not to be unreasonably withheld, conditioned or delayed. The CIC shall have the right to approve all contracts and subcontracts relating to the Demolition and Remediation Obligations. The CIC shall have the right to require the Developer and any contractor or subcontractor to deliver a payment and performance bond acceptable to the CIC and City in order to insure lien-free completion of all work commenced in connection with the Demolition and Remediation Obligations.
- (b) Developer shall complete the Demolition and Remediation Obligations in accordance with a schedule to be agreed upon by the CIC and Developer (the "**Demolition/Remediation Schedule**"); provided, however, Developer shall cause all Demolition and Remediation Obligations to be completed no later than the second (2nd) anniversary of the Development Agreement; provided, further, however, to the extent that the Demolition and Remediation Obligations include remediation activities or the delivery of permits, certifications or approvals from governmental agencies ("**Governmental Approvals**") that cannot reasonably be obtained during such two (2)-year period, then so long as Developer has completed all physical demolition on the Site

and otherwise made application or request for such Governmental Approvals prior to the expiration of such two (2)-year period, then Developer shall have such additional time to complete such remediation and obtain such Governmental Approvals as may be reasonably necessary. Notwithstanding the foregoing, the Demolition/Remediation Schedule will be consistent with the Project Schedule and each Phase Schedule. If Developer fails to complete the Demolition and Remediation Obligations within the time frame set forth above, and if such failure persists after Developer's reasonable opportunity to cure, then the Development Agreement shall terminate and the City shall have the right to cause completion of the Demolition and Remediation Obligations at the sole expense of Developer. Each of the City and CIC shall have the right to inspect or cause the inspection of the performed by or on behalf of Developer in connection with the Demolition and Remediation Obligations. Developer shall reimburse the City and/or the CIC for the reasonable costs and expenses incurred in connection with such inspections. The Parties shall mutually develop the process and procedures for any such inspections.

10. Design and Construction of Improvements. The Project shall create, to the extent commercially feasible, high end industrial, office, commercial (including office), distribution, research and residential development consistent with both of the following: (a) City Ordinance No. 5011 (attached hereto as **Exhibit B**), and (b) the City's goal of creating a landmark development that improves the vibrancy of the surrounding area. The Project shall be completed using high quality materials and in accordance with the City's zoning for the Site. Prior to commencing any given Phase of the Project, Developer shall, at its sole cost and expense, submit to the CIC preliminary plans for such Phase with respect to the exterior configuration, appearance, orientation, size, and permitted use of the improvements, prospective tenants (and the proposed location of such tenants) for improvements to be constructed as part of such Phase of the Project, and any signage to be placed on the Site in connection with such Phase of the Project with the understanding that the City's final approval process will be followed by Developer for such Phase as required by Applicable Law.

11. City and CIC Cooperation. The City and the CIC, as applicable, intend to work collaboratively with Developer to refine the Project and to assist Developer as a much as possible to comply with City zoning, permitting and design review and approval. The City will cooperate with Developer in connection with the vacation of existing streets, dedication of new streets, re-platting/reconfiguration of the Site and execution of reciprocal easement agreements or similar instruments with respect to the Project that are reasonably necessary to facilitate ingress, egress, access to utilities and access to other public improvements. Developer may apply for and receive any and all other awards available and applicable to the Project from any and all federal, state and local governmental authorities, and the City and the CIC, as applicable, will cooperate with Developer in any efforts to obtain eligible funding, grants or other incentives available for the Project.

12. CIC and Developer Sharing of Land Value; Sharing of Demolition and Remediation Cost Reductions. The Parties acknowledge the extraordinary costs and expenses that may be incurred in connection with the demolition and remediation of the Site and the importance and benefit created by reducing such costs and expenses. One goal of the public-private-partnership created by the Development Agreement will be to create a framework for the Parties to mutually benefit from reductions in the overall costs to complete the Demolition and Remediation Obligations. One area in which this is possible may be the cost reductions created by grants, loans and other subsidies applied for and obtained on behalf of the Project. Accordingly, upon the occurrence of a "**Sharing Trigger Event**", as shall be more fully defined in the Development Agreement, such as the receipt of construction financing by Developer or the sale of a portion of the Site by Developer, Developer and the CIC will equally share the amount that the value of the land financed or sold exceeds the sum of the Baseline Land Value (defined below)

immediately prior to the Sharing Trigger Event, plus reasonable and customary market fees, costs and other expenses incurred or accrued by Developer as allocated to such land ("**Allocated Developer Costs**").

13. CIC Land Conveyance; Baseline Land Value Recoupment. If the CIC elects to convey or lease all or a portion of the Site (other than Exclusive Developer Areas) to any party other than Developer during the term of the Development Agreement (a "**CIC Land Conveyance**"), then, upon the consummation of such CIC Land Conveyance, the CIC shall pay to Developer, or cause to be paid to Developer, an amount equal to the Baseline Land Value multiplied by the number of acres of the Site transferred via such CIC Land Conveyance, plus, if the conveyance is during the term of the Development Agreement, then the Allocated Developer Cost. If, during the term of the Development Agreement, the Baseline Land Value relating to a CIC Land Conveyance is less than the fair market value for the land included in such CIC Land Conveyance, then the CIC shall pay the Developer, in addition to such Baseline Land Value and Allocated Developer Cost, an amount equal to 50% of the difference between the fair market value and the Baseline Land Value. For clarity, with respect to any CIC Land Conveyance occurring during the term of the Development Agreement, the Parties acknowledge that the fair market value of the land included in a CIC Land Conveyance will be used as the basis upon which the parties share proceeds of the sale or transfer of such land in accordance with the terms of the Development Agreement.

14. Baseline Land Value Recoupment. If Developer is not in material default under the Development Agreement upon expiration of the Term, then Developer shall be entitled to the recoupment of Baseline Land Value (expressly excluding any Allocated Developer Cost) after the sale or development of all or any portion of the remaining Site. The CIC's obligation to pay or cause payment of the Baseline Land Value shall be secured by the recording of the Development Agreement or a memorandum thereof. If the Developer is in material default of any terms or conditions of the Development Agreement, then the Recognized Investment (defined below) shall be reduced by the amount of any and all damages, costs and expenses incurred by the CIC or the City to correct any work, fulfill obligations, indemnify or otherwise comply with the terms of the Development Agreement.

(a) The "**Baseline Land Value**" shall mean the per acre amount equal to the Recognized Investment (defined below) divided by the number of undeveloped acres of the Site (*i.e.*, not included in a Phase or otherwise the subject of a previous CIC Land Conveyance), as determined immediately prior to the applicable CIC Land Conveyance. Land sold by Developer to a third-party shall be deemed included in a Phase.

(b) The "**Recognized Investment**" shall mean Developer's aggregate, actual, direct costs in fulfilling Developer's Demolition and Remediation Obligations as adjusted in accordance with the Development Agreement. The Recognized Investment will be reduced by the following: (i) Baseline Land Value already received by Developer; (ii) fifty percent (50%) of the amount of grants, subsidies and other amounts paid to Developer from governmental agencies or third-parties in connection with the Demolition and Remediation Obligations; (iii) in the case of the sale of land by Developer to a third-party, the greater of: (X) the amount received by Developer; or (Y) Baseline Land Value for the land; and (iv) in the case of the land included in any Phase owned by Developer, the greater of: (A) the fair market value of the land; (B) the actual value as included in Developer's proforma for the Phase; or (C) Baseline Land Value for the land. In no event shall the Recognized Investment be less than zero.

(c) For purposes of determining Recognized Investment only, Developer and the CIC shall agree to a reasonable overhead and profit number to be charged by Developer or any affiliate thereof in connection with the Demolition and Remediation Obligations as the parties intention is

that the Recognized Investment represents Developer's true and actual costs in connection therewith. The CIC shall have the right to review and approve all such costs, and, unless otherwise agreed to by the CIC, in no event will Recognized Investment exceed \$10,000,000.

15. Tax Increment Financing. The City will cooperate with Developer to structure one or more TIF districts for the Site or portions of the Site under ORC Section 5709.40 and/or ORC Section 5709.41. The City will assist Developer, if requested, in its negotiations with the Brecksville-Broadview Heights City School District concerning the terms of the TIF transaction(s) and will work with Developer to structure each TIF in a manner that is consistent with other components of Developer's plan of finance for the Project. The City's use of any TIF with respect to a Phase shall be contingent upon the City's receipt of reasonable assurances, at the start of such Phase, that Developer has received contracts, commitments and/or letters of intent for sales and/or leases of the Site to potential users that will result in sufficient TIF revenues.

16. Interstate 77 Interchange Improvements. The City, CIC and Developer agree to work collaboratively in order to facilitate the upgrading of the Miller Road Exit from I-77 to accommodate a northbound entrance and southbound exit to and from Miller Road. The parties shall use all reasonable efforts to accomplish this goal within five (5) years after execution of the Development Agreement.

17. Taxes and Impositions. After execution of a Development Agreement, Developer shall pay all (a) real property taxes and assessments with respect to portions of the Site owned by Developer, and (b) charges and fees with respect to all portions of the Site owned by the CIC or Developer directly to the applicable authority before the same become overdue, including, but not limited to, county tap-in fees, regional sewer fees, and District 13 storm and sanitary maintenance fees. The City and the CIC will cooperate with Developer to cause all applicable bills to be delivered directly to Developer and shall promptly deliver to Developer any such bills and statements which the City or the CIC receives. Except as otherwise provided in the Development Agreement or the terms of any TIF concerning the Site, Developer shall be permitted to contest any real property taxes or assessments with respect to the Project in accordance with Applicable Laws.

18. MOU Termination. This MOU will automatically terminate and be of no further force and effect, except as provided below, upon the earlier of the following: (a) the execution of the Development Agreement; (b) mutual agreement of the City and Developer; and (c) the one (1) year anniversary of the Effective Date. In the event this MOU terminates for any reason prior to the execution of the Development Agreement, Sections 19, 20 and 22 hereof shall survive such termination.

19. Fees and Expenses. Developer agrees to reimburse the City and the CIC for all reasonable out-of-pocket costs incurred by the City and the CIC in connection with the Development Agreement. In the event this MOU terminates for any reason prior to execution of the Development Agreement, Developer's obligation under this Section 19 shall survive such termination, but not to exceed Fifty Thousand Dollars (\$50,000).

20. Indemnification. Developer shall release, indemnify, defend and hold harmless the City, the CIC and each of their officials, directors, representatives, agents and employees from and against any actions, suits, claims, losses, costs, demands, judgements, liabilities and demands asserted against the City or the CIC to the extent such actions, suits, claims, losses, costs, demands, judgements, liabilities or damages are a result of or arise from the acts of Developer or its agents, employees, contractors, licensees, invitees or anyone else acting at Developer's request in connection with the Project. In the event this MOU terminates for any reason prior to the execution of the Development Agreement, Developer's obligation under this Section 20 shall survive such termination.

21. Compliance With Applicable Laws. Developer will comply with Applicable Laws in connection with its performance under this MOU and the Development Agreement.

22. Press Releases. Developer agrees not to issue any press releases or make other public announcements with respect to the Project without prior written approval of the City and the CIC.

23. Non-Binding Nature. Except for Sections 18 (MOU Termination), 19 (Fees and Expenses), 20 (Indemnification), 21 (Compliance With Applicable Laws), 22 (Press Releases) and this Section 23 (Non-Binding Nature), this MOU is non-binding on the Parties, and the balance of this MOU shall only become binding upon the Parties if and when the Parties enter into the Development Agreement.

24. Governing Law. This MOU and the Development Agreement shall each be governed by and construed in accordance with the laws of the State of Ohio.

25. Counterparts. This MOU may be executed in any number of counter parts, each of which will be deemed an original and all of which when taken together will constitute a single instrument.

26. Interpretation. The term “days” means calendar days. If the last day for performance of any obligation hereunder falls upon a Saturday, Sunday or official holiday of the State of Ohio, then the time for performance shall be extended until the next day that is not a Saturday, Sunday or official holiday of the State of Ohio.

[REMAINDER INTENTIONALLY BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties sign this MOU as of the Effective Date.

The legal form and correctness of this instrument is approved:

By: [Signature]
Name: DAVID J. MATTY
Title: LOW DISTRICT
Date: 3/6/18

CITY:

CITY OF BRECKSVILLE, OHIO

By: [Signature]
Name: Jerry N. Hruby
Title: Mayor
Date: March 6, 2018

CIC:

BRECKSVILLE COMMUNITY
IMPROVEMENT CORPORATION

By: [Signature]
Name: MATTHEW GARITO
Title: PRESIDENT
Date: 3/14/18

DEVELOPER:

DIGERONIMO DEVELOPMENT LLC

By: [Signature]
Name: Kevin DiGerónimo
Title: Treasurer
Date: 3/14/18

Exhibit A

Form of VA Deed

(See Attached)

QUITCLAIM DEED

AFTER RECORDING, MAIL TO:

NAME AND ADDRESS OF PREPARER:

RECORDER'S STAMP

The **UNITED STATES OF AMERICA** acting by and through the Secretary of Veterans Affairs of the **DEPARTMENT OF VETERANS AFFAIRS** ("Grantor" or "Department"), for and in consideration of one and 00/100 dollars (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and quitclaims to the City of Brecksville, Ohio, an Ohio Municipal Corporation ("Grantee") whose address is 9069 Brecksville, Rd., Brecksville, OH 44141,

all right, title, interest, claim, and demand which the Grantor has in and to that certain property situated, lying and being in the County of Cuyahoga, in the State of Ohio, containing approximately 103.049 acres (hereinafter referred to as the "Property"), to wit:

See the legal descriptions contained in Exhibit A attached hereto.

Parcel Numbers: 603-21-006, 603-21-007, 603-21-013, 603-21-014, 603-21-015, 603-21-016, 603-21-017, 603-21-018, 603-21-019, 604-09-001, 604-09-002, 604-09-003, 604-09-004, 604-09-005, 604-09-006, 604-09-007, 604-09-008, 604-09-009, 604-09-010, 604-09-011, 604-09-012, 604-09-013, 604-09-015, 604-08-005, 604-08-006

Property Address: 10000 Brecksville Road, Brecksville, Ohio

SUBJECT TO all existing easements, including but not limited to rights-of-way for highways, pipelines, and public utilities, if any, whether of public record.

TO HAVE AND TO HOLD the Property granted herein to the Grantee and its successors and assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the Grantor, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

NOW THEREFORE, by the acceptance of this Deed or any rights hereunder, the Grantee, for itself, its successors and assigns, agrees that the transfer of all the Property transferred by this Deed is accepted subject to the terms, restrictions, reservations, covenants, and conditions set forth in this Deed, which shall run with the land. Grantee acknowledges the access rights of the United States to satisfy its obligations pursuant to 42 United States Code 9620(h)(3).

The terms, covenants, conditions, restrictions, and reservations set forth in this Deed are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity. The terms, reservations, restrictions, covenants, and conditions contained in this Deed shall be inserted by the Grantee in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof to bind the transferee for the benefit of Grantor.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee, by its acceptance of this Deed, agrees that, as part of the consideration for this

Deed, the Grantee covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following conditions which conditions shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity, as follows:

NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS:

1. CERCLA COVENANTS

For parcels 603-21-006, 604-09-001 and 604-08-005, as described and conveyed herein, the Grantor provides the following notice and covenant:

a. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9620(h)(3) ("CERCLA") and based upon a complete search of agency files, the Department hereby notifies the Grantee, its successors and assigns, of the storage, release and disposal of hazardous substances on the Property.

For the purpose of this Deed, "hazardous substances" shall have the same meaning as Section 101(14) of CERCLA. Available information regarding the type, quantity, and location of such substances and the action taken is included in Exhibit B, "ASTM Phase I Environmental Site Assessment of Brecksville Veterans Administration Medical Center," prepared for Kutak Rock LLP by McCabe Engineering & Contracting, May 2016, previously provided to Grantee for review.

b. CERCLA Covenant. Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. 9620(h)(3)(A)(ii)), the United States warrants that all remedial action necessary to protect human health and the environment with respect to any such substance, identified in Paragraph 1.a, above, and remaining on the Property has been taken before the date of transfer. Any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States.

(1) This covenant is at all times subject to applicable law, and shall not apply in any circumstance in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property.

c. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action pursuant to Paragraph 1.b, above, is found to be necessary after the date of this conveyance. Pursuant to this reservation, the Grantor, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. Notice of ASBESTOS

Notice of the Presence of Asbestos and Covenant

a. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing materials ("ACM") has been found on the Property in the following locations: thermal system insulation in Boiler House Building 40 and floor tile throughout the medical

service buildings. Grantee further acknowledges given the age of the subject Property buildings, ACM may be identified in other locations.

b. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, or all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees, to the Grantee, its occupants, successors or assigns, or to any other person, including members of the general public, arising from, incident to, or in any manner predicated upon, the transportation, removal, handling, use, disposition, any future remediation or abatement of asbestos or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property after the date of transfer, whether or not the Grantee, its occupants, successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee shall be responsible for any future remediation or abatement of asbestos found to be necessary on the Property. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos hazards or concerns.

c. No warranties, either express or implied, are given with regard to whether the asbestos is or is not safe for a particular purpose. The failure of the Grantee to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

d. The Grantee further agrees to waive and releases the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this transfer of the Property to the Grantee, or any future remediation or abatement of asbestos or the need therefore.

3. CONDITION OF PROPERTY

- a. Grantee is placed on notice that the presence of arsenic, polycyclic aromatic hydrocarbons, and other contaminants were detected on the Property. Grantee acknowledges prior receipt and review of "Limited Phase II Subsurface Investigation Report Brecksville Veterans Administration Medical Center," Prepared for U.S. Department of Veterans Affairs by McCabe Engineering & Contracting, January 2017. Grantee further acknowledges conducting a limited Phase II Subsurface Investigation & Building Floor Slab Sampling in January 2017, to more completely evaluate the condition of the Property. As detailed in the reports:
1. The presence of arsenic was detected in soil samples; however, the range of arsenic concentrations present is consistent with the naturally occurring background level established for Cuyahoga County by Ohio Environmental Protection Agency;
 2. The presence of polycyclic aromatic hydrocarbons was detected at elevated concentrations in the "Chippewa Creek sediment" (further identified as "Sample Area 3" in the Limited Phase II Subsurface Investigation Report Brecksville Veterans Administration Medical Center," Prepared for U.S. Department of Veterans Affairs by McCabe Engineering & Contracting, January 2017). Based upon a search of agency files and other available documents, the Department has taken appropriate and complete action when responding to releases in this area associated with the Department's activities on the Property; and
 3. Contaminants were detected at a hazardous waste management unit within the facility yard storage area (further identified as "Sample Area 5" in the Limited Phase II Subsurface Investigation Report Brecksville Veterans Administration Medical Center," Prepared for U.S. Department of Veterans Affairs by McCabe Engineering & Contracting, January 2017). Grantee may be required to further investigate the extent of the release(s) and develop remediation plans for Sample Area 5. The hazardous waste management unit and associated near surface soils should be closed

in compliance with Ohio EPA rules and guidance. Based upon a search of agency files and other available documents, the Department has taken appropriate and complete action when responding to releases in this area associated with the Department's activities on the Property.

- b. The Grantee is advised that these conditions should be taken into consideration when engaging in any redevelopment of the Property; and that the costs, if any, associated with addressing these conditions in the act of redevelopment and use of the Property are within the scope of the "as is" terms of this transaction as outlined in Paragraph 3.c, immediately below, and are not within the scope of the CERCLA Section 120(h) covenant outlined above in Paragraph 1.
- c. The Grantee hereto understands and agrees that it is receiving the Property "as is," "where is" and "with all faults" and without any representation or warranty on the part of the Grantor except as otherwise specified herein. Grantee is solely responsible for obtaining all necessary development approvals from applicable entities. Grantor does not represent that any approval has been given for development on the site or parcel. Grantee represents and warrants to Grantor that Grantee is relying solely upon Grantee's own investigations and inspections of the Property. Grantee hereby waives and releases Grantor from any present or future claims arising from or relating to the presence or alleged presence of Hazardous Materials, including but not limited to asbestos, lead, and PCBs in, on, under or about the Property including, without limitation, any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar federal, state or local statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind, or (iii) this Agreement. The provisions of this Paragraph 3 will survive closing and delivery of the Deed. All references in this Paragraph 3 to "Grantee" or "Grantor" will be deemed to include Grantee's and Grantor's affiliates, representatives, agents and employees.
- d. POLYCHLORINATED BIPHENYLS (PCB)
 - 1. Grantee is advised of the presence of residual PCB on the Property and acknowledges prior receipt of Exhibit B, detailing the potential presence of residual PCB. Grantee further acknowledges conducting a limited Phase II Subsurface Investigation & Building Floor Slab Sampling in January 2017, to more completely evaluate the residual PCB.

4. HISTORICAL PRESERVATION

Grantee will comply with the Memorandum of Agreement related to historic preservation, executed by the Department, Ohio's State Historic Preservation Office, and the City of Brecksville on the ____ day of _____ 2018.

5. ANTI-DEFICIENCY ACT CLAUSE

The Grantor's obligation to pay or reimburse any monies under this Deed is subject to the availability of funds appropriated for this purpose to the Grantor, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. Sections 1341 and 1501, the regulations promulgated thereunder and any successors thereto.

Dated this ____ day of _____, _____

THE UNITED STATES DEPARTMENT OF
VETERANS AFFAIRS

DISTRICT OF COLUMBIA)
) ss.

Witness my hand and seal, this _____ day of _____, _____.

Commission Expires: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1: (PPN: 603-21-006)

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio:
And known as being part of Original Brecksville Township Lot No. 48 and bounded and described as follows:

Beginning on the Westerly line of Brecksville Road, 100 feet wide, as shown by the Dedication plat in Volume 130 of Maps, Page 27 of Cuyahoga County Records, at a point 15 feet Southerly, from the intersection of said Westerly line with the Southerly line of Parkview Drive, extended Westerly;
Thence North 89 deg. 54' 40" West, 200 feet;
Thence South 00 deg. 22' 10" West, parallel with the Westerly line of Brecksville Road, 100 feet;
Thence South 89 deg. 54' 40" East, parallel with said first line, 200 feet, to the Westerly line of Brecksville Road;
Thence North 00 deg. 22' 10" East, along the Westerly line of Brecksville Road, 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 2: (PPN: 603-21-015)

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio:
And known as being part of Original Brecksville Township Lot No. 48 and bounded and described as follows:

Beginning on the Westerly line of Brecksville Road, 100 feet wide, at a point distant South 00 deg. 22' 10" East, 1842.67 feet, measured along said Westerly line, from its intersection with the Northerly line of said Original Lot No. 48;
Thence North 89 deg. 54' 40" West, 200 feet;
Thence South 00 deg. 22' 10" East, 100 feet;
Thence South 89 deg. 54' 40" East, 200 feet to the Westerly line of Brecksville Road;
Thence North 00 deg. 22' 10" West, along the Westerly line of Brecksville Road, 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 3: (PPN: 603-21-019)

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio:
And known as being part of Original Brecksville Township Lot No. 48 and bounded and described as follows:

Beginning on the Westerly line of Brecksville Road, 100 feet wide, at a point distant South 00 deg. 22' 10" East, 1942.67 feet, measured along said Westerly line, from its intersection with the Northerly line of said Original Lot No. 48;

Thence North 89 deg. 54' 40" West, 200 feet;

Thence South 00 deg. 22' 10" East, 100 feet;

Thence South 89 deg. 54' 40" East, 200 feet to the Westerly line of Brecksville Road;

Thence North 00 deg. 22' 10" West, along the Westerly line of Brecksville Road, 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 4: (PPN: 603-21-013)

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

And known as being part of Original Brecksville Township Lot No. 48 and bounded and described as follows:

Beginning on the Westerly line of Brecksville Road, 100 feet wide, at a point distant South 00 deg. 22' 10" East, 2042.67 feet, measured along said Westerly line, from its intersection with the Northerly line of said Original Lot No. 48;

Thence North 89 deg. 54' 40" West, 200 feet;

Thence South 00 deg. 22' 10" East, 100 feet;

Thence South 89 deg. 54' 40" East, 200 feet to the Westerly line of Brecksville Road;

Thence North 00 deg. 22' 10" West, along the Westerly line of Brecksville Road, 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 5: (PPN: 603-21-014)

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

And known as being part of Original Brecksville Township Lot No. 48 and bounded and described as follows:

Beginning on the Westerly line of Brecksville Road, 100 feet wide, at a point distant South 00 deg. 22' 10" East, 2142.67 feet, measured along said Westerly line, from its intersection with the Northerly line of said Original Lot No. 48;

Thence North 89 deg. 54' 40" West, 200 feet;

Thence South 00 deg. 22' 10" East, 100 feet;

Thence South 89 deg. 54' 40" East, 200 feet to the Westerly line of Brecksville Road;

Thence North 00 deg. 22' 10" West, along the Westerly line of Brecksville Road, 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 6: (Part of PPN: 604-09-011 and part of 604-09-014)

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

And known as being part of Original Brecksville Township Lot No. 55 and bounded and described as follows:

Beginning at a point on the Westerly line of Brecksville Road, distant Southerly along said Westerly line, 2242.67 feet from the intersection of said Westerly line with the Northerly line of said Original Lot No. 48;

Thence North 89 deg. 54' 40" West, 900 feet to an iron stake;
Thence South 00 deg. 22' 10" East, 60 feet to an iron stake;
Thence South 89 deg. 54' 40" East, 900 feet to a point on the Westerly line of Brecksville Road;
Thence North 00 deg. 22' 10" West, along the Westerly line of Brecksville Road, 900 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 7: (PPN: 603-21-018)

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio:
And known as being part of Original Brecksville Township Lot No. 48 and bounded and described as follows:

Beginning at a point on the Westerly line of Brecksville Road, distant Southerly along said Westerly line 1742.67 feet, from the intersection of said Westerly line with the Northerly line of said Original Lot No. 48;
Thence North 89 deg. 54' 40" West 200 feet to a stake to the place of beginning;
Thence South 00 deg. 22' 10" East, 250 feet and parallel to Brecksville Road to a stake;
Thence South 89 deg. 54' 40" West, 100 feet to a stake;
Thence North 00 deg. 22' 10" West, 250 feet to a stake;
Thence North 89 deg. 54' 40" East, 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 8: (PPN: 603-21-017)

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio:
And known as being part of Original Brecksville Township Lot No. 48 and bounded and described as follows:

Beginning at a point on the Westerly line of Brecksville Road, distant Southerly along said Westerly line 1742.67 feet, from the intersection of said Westerly line with the Northerly line of said Original Lot No. 48;
Thence North 59 deg. 54' 40" West, 300 feet to a stake to the place of beginning;
Thence South 00 deg. 22' 10" East, 250 feet and parallel to Brecksville Road to a stake;
Thence South 89 deg. 51' 40" East, 100 feet to a stake;
Thence North 00 deg. 22' 10" West, 250 feet to a stake;
Thence North 89 deg. 54' 40" East, 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 9: (PPN: 603-21-016)

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio:
And known as being part of Original Brecksville Township Lot No. 48 and bounded and described as follows:

Beginning at a point on the Westerly line of Brecksville Road, distant Southerly along said Westerly line 1742.67 feet, from the intersection of said Westerly line with the Northerly line of said Original Lot No. 48;
Thence North 89 deg. 54' 40" West, 400 feet to a stake to the place of beginning;
Thence South 00 deg. 22' 10" East, 250 feet and parallel to Brecksville Road to a stake;

Thence South 89 deg. 54' 40" West, 100 feet to a stake;
Thence North 00 deg. 22' 10" West, 250 feet to a stake;
Thence North 89 deg. 54' 40" East, 100 feet to the place of beginning, be the same more or less,
but subject to all legal highways.

Parcel 10: (PPN: 603-21-008)

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio:
And known as being part of Original Brecksville Township Lot No. 48 and bounded and
described as follows:

Beginning on the Westerly line of Brecksville Road, 100 feet wide, at a point distant 1682.67
feet Southerly measured along said Westerly line from its intersection with the Northerly line of
said Original Lot No. 48, said place of beginning being also the Northeasterly corner of land
conveyed to Audrey Mathews by deed dated October 17, 1952, and recorded in Volume 7643,
Page 458, of Cuyahoga County Records;
Thence Westerly along the Northerly line of land so conveyed to Audrey Mathews, 1671.84 feet
to a point;
Thence South 00 deg. 01' 00" West, 60 feet to a point on the South line of land so conveyed to
Audrey Mathews;
Thence Easterly along the Southerly line of land so conveyed, 1671.84 feet to the Westerly line
of Brecksville Road;
Thence Northerly along the Westerly line of Brecksville Road, 60 feet to the place of beginning
be the same more or less but subject to all legal highways, comprising approximately 2.304
acres.

Parcel 11: (PPN: 603-21-007)

Situated in the City of Brecksville, County of Cuyahoga and State of Ohio:
And known as being part of Original Brecksville Township Lot No. 48, and bounded and
described as follows:

Beginning on the Southerly line of said Original Lot No. 55, at a point distant 200 feet Westerly
measured along said Southerly line from the Westerly line of Brecksville Road, 100 feet wide;
Thence Westerly along the Southerly line of said Original Lot No. 55, a distance of 1469.03 feet;
Thence North 00 deg. 01' 00" East, 500.91 feet to its intersection with the Westerly prolongation
of the Northerly line of land conveyed to Audrey Mathews by deed dated October 17, 1951, and
recorded in Volume 7415, Page 275 of Cuyahoga County Records;
Thence Easterly along said Westerly prolongation, about 1170.89 feet to the Northwesterly
corner of land so conveyed to Audrey Mathews;
Thence Southerly along the Westerly line of land so conveyed, 250 feet to the Southwesterly
corner thereof;
Thence Easterly along the Southerly line of land so conveyed, and along the Easterly
prolongation thereof, 300 feet to its intersection with the line drawn Northerly and parallel with
the Westerly line of Brecksville Road from the place of beginning;

Thence Southerly and parallel with the Westerly line of Brecksville Road, 200 feet to the place of beginning be the same more or less but subject to all legal highways, comprising approximately 15.178 acres.

Parcel 12: (PPN: 604-09-013)

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

And known as being a part of the Original Brecksville Township Lot No. 55, and bounded and described as follows:

Beginning at a point in the Westerly line of Brecksville Road distance Southerly along said Westerly line 2302.67 feet from the intersection of said Westerly line with the Northerly line of said Original Lot No. 48;

Thence running North 89 deg. 54' 40" West, 400 feet to a stake and the true place of beginning;

Thence South 00 deg. 22' 10" West, 250 feet and parallel to Brecksville Road to a stake;

Thence South 89 deg. 54' 40" West, 100 feet to a stake;

Thence North 00 deg. 22' 10" West, 250 feet to a stake;

Thence North 89 deg. 54' 40" East, 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 13: (PPN: 604-09-012)

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

And known as being part of the Original Brecksville Township Lot No. 55 and bounded and described as follows:

Beginning at a point in the Westerly line of Brecksville Road, 100 feet wide, at a point distant 2728.19 feet Southerly, measured along said Westerly line, from its intersection with the Northerly line of original Brecksville Township Lot No. 48;

Thence North 89 deg. 54' 40" West, 180 feet;

Thence South 00 deg. 22' 10" East, and parallel with the Westerly line of Brecksville Road, 90 feet;

Thence South 89 deg. 54' 40" East, 180 feet to the Westerly line of Brecksville Road;

Thence North 00 deg. 22' 10" West, along the Westerly line of Brecksville Road, 90 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 14: (Part of PPN: 604-09-011 and part of 604-09-014)

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

And known as being part of Original Brecksville Township Lot No. 55 and bounded and described as follows:

Beginning on the Westerly line of Brecksville Road, 100 feet wide, at its intersection with the Southerly line of land conveyed to Stanley G. Stone by Deed dated April 12, 1856 and recorded in Volume 83, Page 238 of Cuyahoga County Records;

Thence Westerly along the Southerly line of land so conveyed to Stanley G. Stone, 1669.53 feet to a point;

Thence North 00 deg. 01' 00" East, about 1077.75 feet to the Northerly line of said Original Lot No. 55;

Thence Easterly along the Northerly line of said Original Lot No. 55, about 769.53 feet to the Northwestern corner of land conveyed to Audrey Mathews by Deed dated October 17, 1952 and recorded in Volume 7643, Page 461 of Cuyahoga County Records;

Thence Southerly along the Westerly line of line so conveyed, 60 feet to the Southwesterly corner thereof;

Thence Easterly along the Southerly line of land so conveyed, 400 feet to the Northwestern corner of land conveyed to Andrew J. and Irene Klenotic by Deed dated June 26, 1952 and recorded in Volume 7496, Page 474 of Cuyahoga County Records;

Thence Southerly along the Westerly line of land so conveyed, 250 feet to the Southwesterly corner thereof;

Thence Easterly along the Southerly line of land so conveyed, 100 feet to the Southeasterly corner thereof;

Thence Northerly along the Easterly line of land so conveyed, 250 feet to the Southerly line of land conveyed to Audrey Mathews, as aforesaid;

Thence Easterly along the Southerly line of land so conveyed to Audrey Mathews, 400 feet to the Westerly Line of Brecksville Road;

Thence Southerly along the Westerly line of Brecksville Road, about 449.48 feet to the Northeasterly corner of land conveyed to Madolin A. Mitchell by Deed dated August 4, 1945 and recorded in Volume 5889, Page 101 of Cuyahoga County Records;

Thence Westerly along the Northerly line of land so conveyed, 180 feet to the Northwestern corner thereof;

Thence Southerly along the Westerly line of land so conveyed, 90 feet to the Southwesterly corner thereof;

Thence Easterly along the Southerly line of land so conveyed, 180 feet to the Westerly line of Brecksville Road;

Thence Southerly along the Westerly line of Brecksville Road about 476.08 feet to the place of beginning, be the same more or less, but subject to all legal highways, comprising approximately 39.065 acres.

Parcel 15: (PPN: 604-09-010)

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

And known as being part of the Original Brecksville Township Lot No. 55, and bounded and described as follows:

Beginning at a point in the center line of Brecksville Road, as originally established, which point bears North from an iron monument at the Southeasterly corner of said Original Lot No. 55, a distance of 955.43 feet, and also bears North 89 deg. 55' East, from an iron pipe in the side line of Brecksville Road a distance of 67 feet;

Thence North following the center line of Brecksville Road, a distance of 154.24 feet to the Southeasterly corner of the land conveyed to Stanley G. Stone by deed dated April 12, 1856 and recorded in Volume 83, Page 238 of Cuyahoga County Records, from which point an iron pipe bears South 89' 55" West, a distance of 67 feet;

Thence South 89 deg. 55' West, following the Southerly line of land so conveyed to Stanley G. Stone, a distance of 564.83 feet to an iron pipe;

Thence Southerly parallel with the center line of Brecksville Road a distance of 154.24 feet to an iron pipe;

Thence North 89 deg. 55' East, a distance of 564.83 feet to the place of beginning, and containing 2 acres of land, be the same more or less, but subject to all legal highways.

Parcel 16: (PPN: 604-09-009)

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

And known as being part of Original Brecksville Township Lot No. 55 and bounded and described as follows:

Beginning at a point in the center line of Brecksville Road, as originally established, which point bears North from an iron monument at the Southeasterly corner of said Original Lot No. 55 a distance of 801.19 feet, and also bears North 89 deg. 55' East, from an iron pipe in the side line of said road a distance of 67 feet;

Thence North following the center line of Brecksville Road a distance of 154.24 feet to a point which bears North 89 deg. 55' East, from an iron pipe in the side line of said road, a distance of 67 feet;

Thence South 89 deg. 55' West, 564.83 feet to an iron pipe;

Thence South parallel with the center line of Brecksville Road 154.24 feet to an iron pipe;

Thence North 89 deg. 55' East, 564.83 feet to the place of beginning, and containing 2 acres of land, be the same, more or less, but subject to all legal highways.

Parcel 17: (PPN: 604-09-008)

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

And known as part of Original Brecksville Township Lot No. 55, and bounded and described as follows:

Beginning in the Easterly line of said Original Lot No. 55, which is also center line of Brecksville Road (66 feet wide), at a point distant due North, measured along said center line, 721.95 feet from an iron monument at the Southeasterly corner of said Original Lot No. 55;

Thence due North along the center line of said Brecksville Road, 79.24 feet;

Thence South 89 deg. 55' 00" West, passing through an iron pipe in the Westerly line of said Brecksville Road as widened to 100 feet, 564.83 feet to an iron pipe;

Thence due South, 154.24 feet to an iron pipe;

Thence North 89 deg. 55' 00" East, 314.83 feet;

Thence due North, 75 feet;

Thence due North 89 deg. 55' 00" East, 250 feet to the place of beginning, excepting therefrom the land included within the bounds of Brecksville Road as widened to 100 feet and shown on the dedication plat in Volume 130 of Maps, Page 18 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

Parcel 18: (PPN: 604-09-007)

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

And known as being part of Original Brecksville Township Lot No. 55, and bounded and described as follows:

Beginning in the center line of Brecksville Road (66 feet wide), at a point which bears North measured along said center line 646.95 feet from an iron monument at the Southeasterly corner

of said Original Lot No. 55, and also bears North 89 deg. 55' East, 67 feet from an iron pipe in the side line of Brecksville Road as widened to 100 feet by plat recorded in Volume 130 of Maps, Page 18 of Cuyahoga County Records;

Thence North along said center line of Brecksville Road, 75 feet;

Thence South 89 deg. 55' East, 250 feet;

Thence South parallel with the center line of Brecksville Road, 75 feet;

Thence North 89 deg. 55' East, 250 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 19: (PPN: 604-09-006)

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

And known as being a part of Original Brecksville Township Lot No. 55, and bounded and described as follows:

Beginning at a point in the center line of Brecksville Road, as originally established, which point bears North from an iron monument at the Southeasterly corner of said Original Lot No. 55, a distance of 492.71 feet, and also bears North 89 deg. 55' East, from an iron pipe on the side line of Brecksville Road a distance of 67 feet;

Thence North along the center line of Brecksville Road, a distance of 154.21 feet;

Thence South 89 deg. 55' West, 564.83 feet to an iron pipe;

Thence South parallel to the center line of Brecksville Road, 154.24 feet to an iron pipe;

Thence North 89 deg. 55' East 564.83, feet to the place of beginning and containing 2 acres of land, be the same more or less, but subject to all legal highways.

Parcel 20: (PPN: 604-09-005)

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

And known as being a part of Original Brecksville Township Lot No. 55, and bounded and described as follows:

Beginning at a point in the center line of Brecksville Road, as originally established, which point bears North from an iron monument at the Southeasterly corner of said Original Lot No. 55, a distance of 338.47 feet, and also bears North 89 deg. 55' East, from an iron pipe on the side line of Brecksville Road, a distance of 67 feet;

Thence North along the center line of Brecksville Road, a distance of 154.24 feet;

Thence South 89 deg. 55' West, 564.83 feet to an iron pipe;

Thence South parallel to the center line of Brecksville Road, 154.24 feet to an iron pipe;

Thence North 89 deg. 55' East, 564.83 feet to the place of beginning and containing 2 acres of land, be the same more or less, but subject to all legal highways.

Parcel 21: (PPN: 604-09-003 and 604-09-004)

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

And known as being part of Original Brecksville Township Lot No. 55, and bounded and described as follows:

Beginning on the Westerly line of Brecksville Road (100 feet wide), at its intersection with the Northerly line of Miller Road, (60 feet wide);

Thence Northerly along said Westerly line of Brecksville Road, 308-47/100 feet to the Southerly line of land conveyed to Alla B. Bourne by deed dated February 22, 1929, and recorded in Volume 3938, Page 184 of Cuyahoga County Records;

Thence Westerly along the Southerly line of land so conveyed to Alla B. Bourne, 497-83/100 feet to the Easterly line of land conveyed to Emma A. Wallace by deed dated February 22, 1929, and recorded in Volume 3806, Page 354 of Cuyahoga County Records;

Thence Southerly along the Easterly line of land so conveyed to Emma A. Wallace, 308-47/100 feet to the Northerly line of said Miller Road;

Thence Easterly along the Northerly line of Miller Road, 497-83/100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM all that portion (535 square feet of land) for Miller Road Widening and Improvement as set forth on the Plat recorded in Volume 220 of Maps, page 22, of the Cuyahoga County Records.

Parcel 22: (PPN: 604-09-002)

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

And known as being part of Original Brecksville Township Lot No. 55 and bounded and described as follows:

Beginning on the Westerly line of land conveyed to George E. Gynn by Deed dated October 9, 1942 and recorded in Volume 5473, Page 652 of Cuyahoga County Records, at the Southwesterly corner of land conveyed to Frank J. and Lillian A. Frater by Deed dated June 21, 1952 and recorded in Volume 7494, Page 403 of Cuyahoga County Records;

Thence Northerly along the Easterly line of land so conveyed to George E. Gynn, 771.20 feet to the Southerly line of land conveyed to Stanley G. Stone by Deed dated April 12, 1856 and recorded in Volume 83, Page 238 of Cuyahoga County Records;

Thence Easterly along the Southerly line of land so conveyed, 600 feet to the Northeasterly corner of land conveyed to Frank J. and Lillian A. Frater by Deed dated July 14, 1945 and recorded in Volume 5884, Page 618 of Cuyahoga County Records;

Thence Southerly along the Easterly line of land so conveyed to Frank J. and Lillian A. Frater, as last aforesaid, 771.20 feet to its intersection with the Easterly prolongation of the Southerly line of land conveyed to Frank J. and Lillian A. Frater as first aforesaid;

Thence Westerly along said Easterly prolongation and along the Southerly line of land so conveyed, 600 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 23: (PPN: 604-09-015)

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

And known as being part of Original Brecksville, Township Lot No. 55, and bounded and described as follows:

Beginning in the center line of Miller Road (60 feet wide), at the Southerly corner of a parcel of land conveyed to Helene Orlikowski and C. J. Orlikowski by deed dated June 21, 1952 and recorded in Volume 7494, Page 402 of Cuyahoga County Records;

Thence Easterly along the center line of Miller Road, 200 feet to the Southeasterly corner of a parcel of land conveyed to Frank J. Frater and Lillian A. Frater, by deed dated July 14, 1945 and recorded in Volume 5884, Page 618 of Cuyahoga County Records;

Thence Northerly along the Easterly line of said parcel so conveyed, 338.47 feet;

Thence Westerly parallel with the center line of Miller Road, 200 feet to the Northeasterly corner of the parcel conveyed to Helene Orlikowski and C. J. Orlikowski, as aforesaid;

Thence Southerly along the Easterly line of said parcel so conveyed, 338.47 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 24: (PPN: 604-09-001)

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

And known as being part of Original Brecksville Township Lot No. 55, and bounded and described as follows:

Beginning at a point in the center line of Miller road, which point bears South from an iron pipe in the side line of said road, a distance of 30 feet, and also bears South 89 deg. 55' West, from an iron monument at the Southeasterly corner of said Original Lot No. 55, a distance of 1164.83 feet;

Thence North 89 deg. 51' East, following the center line of Miller Road, a distance of 400 feet to a point;

Thence North parallel with the Easterly line of said Original Lot No. 55, a distance of 338.47 feet to a point;

Thence South 89 deg. 51' West, parallel with the center line of Miller Road, a distance of 400 feet to a point;

Thence South parallel with the Easterly line of Original Brecksville Lot No. 55, a distance of 338.47 feet to the place of beginning, and containing 3.1081 acres of land, be the same more or less, but subject to all legal highways.

Parcel 25: (PPN: 604-08-005 and 604-08-006)

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

And known as being part of Original Brecksville Township Lot No. 55, and bounded and described as follows:

Beginning at a point in the center line of Miller Road, which point bears South from an iron pipe in the side line of said road, distance of 30 feet, and also bears South 89 deg. 56' West, from an iron monument at the Southeasterly corner of said Lot No. 55, a distance of 1164.83 feet;

Thence South 89 deg. 56' West, following the center line of Miller Road, a distance of 449.51 feet to a point which bears South from an iron pipe in the side line of said road, a distance of 30 feet;

Thence North parallel with the Easterly line of said Lot No. 55 to an iron pipe in the Southerly line of land conveyed to Stanley G. Stone by Deed dated April 12, 1856 and recorded in Volume 83, Page 238 of Cuyahoga County Records, a distance of 1109.69 feet;

Thence North 09 deg. 56' East, following said Southerly line of land conveyed to Stanley G. Stone to an iron pipe, a distance of 449.51 feet;

Thence South parallel with the Easterly line of said Lot No. 55, a distance of 1109.67 feet to the place of beginning ad containing 11.141 acres, be the same more or less, subject to all legal highways.

Property located at: 10000 Brecksville Road, Brecksville, Ohio 44141

EXHIBIT B
NOTICE OF HAZARDOUS SUBSTANCE USE,
STORAGE, RELEASE AND DISPOSAL

Pursuant to Section 9620(h)(1) and (h)(3)(A) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA), Grantor hereby notifies Grantee of the storage, release and disposal of hazardous substances during its occupation and use of the Property.

The types and quantities of hazardous substances stored, disposed and released by Grantor are identified in the reports listed below (copies of which have been provided to the Grantee) and particularly accounted for in files maintained by the Industrial Hygienist and Facility Engineer.

1. ASTM Phase I Environmental Site Assessment Of Brecksville Veterans Administration Medical Center
10000 Brecksville Road
Brecksville, Ohio

Prepared For:
Kutak Rock LLP
1101 Connecticut Avenue, NW 10th Floor
Washington, DC 20036

Prepared By:
McCabe Engineering & Contracting
3470 Brecksville Road
Richfield, Ohio 44286

2. Limited Phase II Subsurface Investigation Report, Brecksville Veterans Administration Medical Center
Brecksville, Ohio
Prepared For:
U.S. Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420
And
Kutak Rock LLP
1625 Eye Street NW, Suite 800
Washington, DC 20006-4061

Prepared By:
McCabe Engineering & Contracting
3470 Brecksville Road
Richfield, Ohio 44286
January 2017

Prepared By:
McCabe Engineering & Contracting
3470 Brecksville Road
Richfield, Ohio 44286

3. Field Summary Report For: Limited Phase II Subsurface Investigation & Building Floor
Slab Sampling
Located at: Brecksville Veteran Administration Medical Center
10000 Brecksville Road
Brecksville, Ohio

Prepared For:
City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141

Prepared By:
McCabe Engineering & Contracting
3470 Brecksville Road
Richfield, Ohio 44286

Exhibit B

City Ordinance No. 5011

(See Attached)

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5011

AN ORDINANCE AMENDING THE ZONE MAP OF THE CITY OF BRECKSVILLE FOR

PP NOS. 603-21-006, 603-21-007, 603-21-013, 603-21-014, 603-21-015, 603-21-016, 603-21-017, 603-21-018, 603-21-019, 604-09-001, 604-09-002, 604-09-003, 604-09-004, 604-09-005, 604-09-006, 604-09-007, 604-09-008, 604-09-009, 604-09-010, 604-09-011, 604-09-012, 604-09-013, 604-09-015, 604-08-005, 604-08-006, 10000 BRECKSVILLE ROAD (VA PROPERTY) CURRENTLY ZONED OFFICE-LABORATORY, TO OVERLAY ON SAID PARCELS THE MANUFACTURING-DISTRIBUTION DISTRICT, THE OFFICE BUILDING DISTRICT, THE LOCAL BUSINESS DISTRICT, THE MOTOR SERVICE DISTRICT AND THE R-A APARTMENT DISTRICT AND TO ALLOW ON SAID PARCELS THE USES PERMITTED IN ALL SAID OVERLAY ZONING DISTRICTS AS CONDITIONAL USES

WHEREAS, pursuant to Article IV Section 12. of the City Charter, Council hereby initiates this ordinance and desires to submit it to the electors of the municipality at the next general election for approval by a fifty-five percent (55%) favorable vote as required by said charter provision; and

WHEREAS, on June 21, 2016, the City Council, upon the report and recommendation of the Planning Commission, made a motion to amend the City Zoning Map to overlay on the above listed parcels the Manufacturing-Distribution District, the Office Building District, the Local Business District, the Motor Service District and the R-A Apartment District and to allow on said parcels the uses permitted in all said overlay Zoning Districts with the exceptions that the Motor Service District and the second floor and above of the R-A Apartment District shall only be allowed as conditional uses; and

WHEREAS, on July 5, 2016, the City Council reconsidered its June 21, 2016 motion to so amend the City Zone Map and initiated this ordinance restricting all such overlay district uses to conditional uses; and

WHEREAS, at its meeting on July 7, 2016, the Planning Commission, after its public hearing, reported and recommended to City Council, that the City Zoning Map be amended as hereinafter provided.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Zone Map of the City of Brecksville is hereby amended to overlay on PP Nos. 603-21-006, 603-21-007, 603-21-013, 603-21-014, 603-21-015, 603-21-016, 603-21-017, 603-21-018, 603-21-019, 604-09-001, 604-09-002, 604-09-003, 604-09-004, 604-09-005, 604-09-006, 604-09-007, 604-09-008, 604-09-009, 604-09-010, 604-09-011, 604-09-012, 604-09-013, 604-09-015, 604-08-005, 604-08-006, 10000 Brecksville Road (VA Property) currently zoned Office-Laboratory, the Manufacturing-Distribution District, the Office Building District, the Local Business District, the Motor Service District and the R-A Apartment District and to allow on said Parcels the uses permitted in all said overlay zoning Districts as conditional uses.

SECTION 2. Pursuant to Article IV, Section 12. of the Brecksville City Charter, the Clerk of Council be and is hereby authorized and directed to certify a copy of this Ordinance to the Cuyahoga County Board of Elections with a request that same be placed on the November 8, 2016 General Election Ballot. The Clerk of Council be and is hereby further authorized and directed to advertise this election pursuant to the provisions contained in Article IV, Section 12. of the Brecksville City Charter.

ORDINANCE RECORD

COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5011

SECTION 3. The City Engineer be and he is hereby authorized and directed to amend the Zone Map of the City of Brecksville to reflect the change in zoning classification as specified in Section 1 hereof, upon the effective date of this Ordinance.

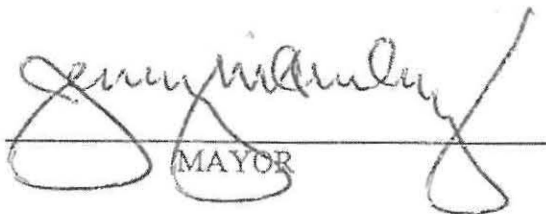
SECTION 4. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: August 2, 2016

Passed to second reading on July 5, 2016

Passed to third reading on July 19, 2016

APPROVED: August 2, 2016


MAYOR


CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5011 duly passed by the Council of the City of Brecksville, Ohio, on 8-2, 20 16 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 8-5, 20 16


CLERK OF COUNCIL