 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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 EXTRACTIONAL 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, *First American Title Insurance Company*, a Nebraska 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.

First American Title Insurance Company



Dennis J. Gilmore, President Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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.
 - (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; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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.

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(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 and authenticated by a person authorized by the Company.
- (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>.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First Security Title Corporation

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: First Security Title Corporation
 Issuing Office: 4367 State Road, New Franklin, OH 44319
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: 33730
 Issuing Office File No.: 33730
 Property Address: 3540 S. Arlington Rd, Akron, OH 44312
 Revision No.:

SCHEDULE A

1. Commitment Date: October 3, 2023 at 07:29 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy of Title Insurance (6-17-06)
 ALTA Homeowner's Policy of Title Insurance (Rev. 12-2-13)
 Proposed Insured: Successful bidder at auction
 Proposed Policy Amount \$ 148,220.00
 - (b) ALTA Loan Policy of Title Insurance (6-17-06)
 ALTA Expanded Coverage Residential Loan Policy (Rev. 12-2-13)
 Proposed Insured:
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Chadman Properties LLC
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof.

FIRST SECURITY TITLE CORPORATION

By: 
 First Security Title Corporation

Issuing Agent: First Security Title Corporation
 Agent ID No.:
 Address: 4367 State Road
 City, State, Zip: New Franklin, OH 44319
 Telephone: (330)645-2879

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First Security Title Corporation

Schedule BI & BII

Commitment No.: 33730

SCHEDULE B, PART 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.
 - a. from Chadman Properties LLC to Successful bidder at auction
5. Satisfactory Release or Subordination of all liens shown in Schedule B, Section II.

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SCHEDULE B

(Continued)

Commitment No.: 33730

SCHEDULE B, PART 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. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. NOTE: Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.
10. HOMEOWNERS' ASSOCIATION DUES: Failure to pay any Homeowners' Association dues required by the restrictive covenants set forth herein may result in a lien on the insured premises. The Company assumes no responsibility for ascertaining the status of these charges. The purchaser/insured is cautioned to obtain the current status of these charges.

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SCHEDULE B

(Continued)

Commitment No.: 33730

- 11. Taxes Listed in the Name of: Chadman Properties LLC
 PM No. 28-04042 PPN No. GR-00175-04-003.000
 Taxes and assessments for the first half 2022 in the amount of \$1,234.17, are paid.
 Taxes and assessments for the last half 2022 in the amount of \$1,234.17, are paid.
 Taxes for the year 2023 are a lien, but not yet due or payable.

Additions to General Taxes or Assessments, if any, which may hereafter be made by legally constituted authorities pursuant to Revised Code Section Number 319.40 and 5713.20, or Additions, deletions, abatements or corrections which may be made after the date hereof by legally constituted authorities on account of errors or omissions.
 The insured herein is hereby notified that a change in the tax for the year 2022 and ensuing years may be made by an increase or decrease in the valuation of these premises for tax purposes and result of any complaint which may be found to alter such valuations pursuant to Section 5715.19 of the Revised Code of Ohio.
 Assessments which at the date hereof have not been certified to the county Auditor.

NOTE: There are no Special Taxes or Assessments charged against caption premises, except for:
 1. C10 Sewer Maint.....\$30.50 each half year, continual.
 2. M06 Muskingham Watershed.....\$6.00 each half year, continual.
 3. M20 Street Lighting.....\$6.87 each half year, through 2022.

- 12. Taxes Listed in the Name of: Chadman Properties LLC
 PM No. 28-04043 PPN No. GR-00175-04-005.000
 Taxes and assessments for the first half 2022 in the amount of \$338.14, are paid.
 Taxes and assessments for the last half 2022 in the amount of \$338.14, are paid.
 Taxes for the year 2023 are a lien, but not yet due or payable.

Additions to General Taxes or Assessments, if any, which may hereafter be made by legally constituted authorities pursuant to Revised Code Section Number 319.40 and 5713.20, or Additions, deletions, abatements or corrections which may be made after the date hereof by legally constituted authorities on account of errors or omissions.
 The insured herein is hereby notified that a change in the tax for the year 2022 and ensuing years may be made by an increase or decrease in the valuation of these premises for tax purposes and result of any complaint which may be found to alter such valuations pursuant to Section 5715.19 of the Revised Code of Ohio.
 Assessments which at the date hereof have not been certified to the county Auditor.

NOTE: There are no Special Taxes or Assessments charged against caption premises, except for:
 1. C10 Sewer Maint.....\$30.50 each half year, continual.
 2. M06 Muskingham Watershed.....\$6.00 each half year, continual.
 3. M20 Street Lighting.....\$6.87 each half year, through 2022.

- 13. Taxes Listed in the Name of: Chadman Properties LLC
 PM No. 28-04041 PPN No. GR-00175-04-004.000
 Taxes and assessments for the first half 2022 in the amount of \$72.22, are paid.
 Taxes and assessments for the last half 2022 in the amount of \$72.22, are paid.
 Taxes for the year 2023 are a lien, but not yet due or payable.

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SCHEDULE B

(Continued)

Commitment No.: 33730

Additions to General Taxes or Assessments, if any, which may hereafter be made by legally constituted authorities pursuant to Revised Code Section Number 319.40 and 5713.20, or Additions, deletions, abatements or corrections which may be made after the date hereof by legally constituted authorities on account of errors or omissions.

The insured herein is hereby notified that a change in the tax for the year 2022 and ensuing years may be made by an increase or decrease in the valuation of these premises for tax purposes and result of any complaint which may be found to alter such valuations pursuant to Section 5715.19 of the Revised Code of Ohio.

Assessments which at the date hereof have not been certified to the county Auditor.

✓ NOTE: There are no Special Taxes or Assessments charged against caption premises, except for:

1. M06 Muskingham Watershed.....\$3.00 each half year, continual.
2. M20 Street Lighting.....\$6.87 each half year, through 2022.

14. Easement to The State of Ohio, recorded November 4, 1958 in Volume 3633, Page 131 of Summit County Records.
Note: We have made no examination under the above easement.
15. Certification of Merger recorded July 8, 1999 as Document No. 54314633 of Summit County Records.
16. Easement to Speedway SuperAmerica LLC, recorded October 29, 2010 as Document No. 55736098 of Summit County Records.
Note: We have made no examination under the above easement.
17. Rights, if any, for the following in, over and to any vacated portion of Alley vacated by City of Akron, Ordinance 89-49:
 1. Right of ingress and egress in favor of abutting and adjoining landowners; and/or
 2. Rights of any public utilities or facilities installed prior to vacation, together with the right of ingress and egress to repair, maintain, replace and remove said utilities or facilities.
18. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule C hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
19. Rights and obligations contained in leases which are unrecorded.
20. Restrictions and any other terms, covenants and conditions disclosed by instrument recorded as Reception No.55808564 and any subsequent instruments pertinent thereto, but deleting therefrom, any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent of such covenants, conditions or restrictions violate 42 U.S.C. 3604 (c).
For further particulars, see record.
21. Restrictions and any other terms, covenants and conditions disclosed by instrument recorded in Reception No. 56726602 and re-recorded as Reception No. 56727917 and any subsequent instruments pertinent thereto, but deleting therefrom, any

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SCHEDULE B
(Continued)

Commitment No.: 33730

covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent of such covenants, conditions or restrictions violate 42 U.S.C. 3604 (c).
For further particulars, see record.

22. This is in contemplation of title insurance issued in connection with transaction. If no insurance is issued, this commitment is not to be construed as binding title insurance policy.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First Security Title Corporation

Schedule C

Commitment No.: 33730

SCHEDULE C Legal Description

The Land is described as follows:

Situated in the City of Green, County of Summit and State of Ohio: And known as being all of Lot Nos. 9, 10 and 11 of Castetter's Addition to the East Liberty, as recorded in Transcribed Records, Page 28 of the Summit County, Ohio, Records. And that portion of vacated alley per Ordinance 89-49.

Being a parcel of land lying on the left side of the centerline of right of way of Arlington Road per a survey made by URS Corporation for the City of Green and recorded as Image Number _____ of the Summit County Records.

Beginning at Grantor's Southeasterly property corner and the Southwesterly corner of said Sublot No. 11, said point being 30.00 left of station 238+55.90 on the centerline of right of way of Arlington Road and True Place of Beginning on the parcel herein described;

Thence North 87° 47' 34" West along Grantor's Southerly property line and the Southerly line of said Sublot No. 11, a distance of 22.00 feet to a rebar to be set;

Thence North 01° 11' 45" East along the proposed Westerly right of way line of Arlington Road a distance of 103.88 feet to a rebar to be set at a point of curvature;

Thence Northwesterly along proposed Westerly right of way line of Arlington Road on the arc of a curve to the left with a radius of 34.00 feet, a central angle of 54° 25' 41", a tangent of 17.48 feet and whose chord bears North 26° 01' 06" West 31.10 feet; an arc distance of 32.30 feet to a rebar to be set on the existing Southerly right of way line of S.R. 619;

Thence North 87° 57' 34" West along the Northerly right of way line of S.R. 619, a distance of 123.30 feet to Grantor's Westerly property line;

Thence North 01° 11' 45" East, 20.00 feet along the Grantor's West line to a point on the Original South right of way line of S.R. 619 and the Grantor's North property line;

Thence South 87° 47' 34" East, 159.52 feet along the original South right of way line of S.R. 619 and the Grantor's North property line to a point on the existing West right of way line of Arlington Road and the Grantor's East property line;

Thence South 01° 11' 45" West along Grantor's Easterly property line and the existing Westerly right of way line of Arlington Road, a distance of 151.28 feet to the True Place of Beginning and containing 0.142 of an acre, more or less, of which 0.073 of an acre is present road occupied.

Of the area described above 0.048 of an acre, of which 0.030 of an acre is present road occupied, is part of Summit County Fiscal Officer's Permanent Parcel No. 2804041, 0.051 of an acre is part of Summit County Fiscal Officer's Permanent Parcel No. 2804042, 0.043 of an acre, of which is 0.043 of an acre is present road occupied, is part of Summit County Fiscal Officer's Permanent Parcel No. 2804043.

All rebars to be set are 5/8 inch x 30 inch long with "URS" I.D. Cap.

The bearings used in this description are based on the Ohio State Plance Coordinate Grid System, North Zone NAD83.

The above description is based on a survey made for the City of Green by URS Corporation in January 2006 under the direct supervision of Dan Stankavich, Professional Surveyor No. 7122. The above description was prepared and reviewed on April 9, 2008

SCHEDULE C

(Continued)

Commitment No.: 33730

by or under direct supervision of Dan Stankovich, Professional Surveyor No. 7122.

KRISTEN M. SCALISE, CPA, CFE
Summit County Fiscal Officer
Consideration: EXEMPT M
TRANSFERRED

07/06/2023#9881
By: SB, Deputy Fiscal Officer
in compliance with ORC 319.202

Description approved by Tax Maps
Approval good for 30 days from
B: GR P: 175

56822651
Page 1 of 2
Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE
Recording Fee: \$34.00 Recorded 07/06/2023 02:55:14 PM

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That, **CHAD J. BOWLING**, an unmarried man, the Grantor, who claims title by or through an instrument recorded as Instrument Number 56727917, Summit County, Ohio Recorder's Office, for valuable consideration paid, received to his full satisfaction, has GIVEN, GRANTED, REMISED, RELEASED AND FOREVER QUIT-CLAIMED, to **CHADMAN PROPERTIES LLC**, an Ohio Limited Liability Company, the Grantee, whose TAX MAILING ADDRESS will be 1844 South Arlington Street, Akron, OH 44306, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee, its successors and assigns forever, all such right, title and interest as I, the said Grantor, have or ought to have in and to the following described premises:

Situated in the City of Green, County of Summit and State of Ohio:

And known as being all of Lot Nos. 9, 10 and 11 of Costetter's Addition to the East Liberty, as recorded in Transcribed Records, Page 28 of the Summit County, Ohio, records. And that portion of vacated alley per Ordinance 89-49.

EXCEPTING THEREFROM that portion deeded to the State of Ohio on November 3, 1958 described as follows:

Situated in the City of Green, County of Summit, Original Green Township, Section 8, Township 12 North, Range 9 West and being part of Sublot Nos. 9, 10 and 11 and a vacated alley (Ord. 89-49) in the Town Plat of East Liberty as recorded at Page 28 of the Transcribed Records of Summit County and being more fully described as follows:

Being a parcel of land lying on the left side of the centerline of right of way of Arlington Road per a survey made by URS Corporation for the City of Green and recorded as Image Number _____ of the Summit County Records.

Beginning at Grantor's Southeasterly property corner and the Southeasterly corner of said Sublot No. 11, said point being 30.00 feet left of station 238+55.90 on the centerline of right of way of Arlington Road and TRUE PLACE OF BEGINNING on the parcel herein described;

Thence North 87 deg. 47' 34" West along Grantor's Southerly property line and the Southerly line of said Sublot No. 11, a distance of 22.00 feet to a rebar to be set;

Thence North 01 deg. 11' 45" East along the proposed Westerly right of way line of Arlington Road a distance of 103.88 feet to a rebar to be set at a point of curvature;

Thence Northwesterly along proposed Westerly right of way line of Arlington Road on the arc of a curve to the left with a radius of 34.00 feet, a central angle of 54 deg. 25' 41", a tangent of 17.48 feet an whose chord bears North 26 deg. 01' 06" West 31.10 feet, an arc distance of 32.30 feet to a rebar to be set on the existing Southerly right of way line of S. R. 619;

Thence North 87 deg. 57' 34" West along the Northerly right of way line of S. R. 619, a distance of 123.30 feet to Grantor's Westerly property line;

Thence North 01 deg. 11' 45" East, 20.00 feet along the Grantor's West line to a point on the original South right of way line of S. R. 619 and the Grantor's North property line;

Thence South 87 deg. 47' 34' East, 159.52 feet along the original South right of way line of S. R. 619 and the Grantor's North property line to a point on the existing West right of way line of Arlington Road and the Grantor's East property line;

Thence South 01 deg. 11' 45' West along Grantor's Easterly property line and the existing Westerly right of way line of Arlington Road, a distance of 151.28 feet to the TRUE PLACE OF BEGINNING and containing 0.142 of an acre, more or less, of which 0.073 of an acre is present road occupied.

Of the area described above 0.048 of an acre, of which 0.030 of an acre is present road occupied, is part of Summit County Fiscal Officer's Permanent Parcel Number 2804041, 0.051 of an acre is part of Summit County Fiscal Officer's Permanent Parcel Number 2804042, 0.043 of an acre, of which 0.043 of an acre is present road occupied, is part of Summit County Fiscal Officer's Permanent Parcel Number 2804043.

All rebars to be set are 5/8 inch x 30 inch long with "URS" I.D. cap.

The bearings used in this description are based on the Ohio State Plane Coordinate Grid System, North Zone NAD83.

The above description is based on a survey made for the City of Green by URS Corporation in January 2006 under the direct supervision of Dan Stankovich, Professional Surveyor No. 7122. The above description was prepared and reviewed on April 9, 2008 by or under the direct supervision of Dan Stankovich, Professional Surveyor No. 7122.

Address: 3540 South Arlington Road, Akron, OH 44312
Parcel Number: 2804041 RT#GR0017504004000
Parcel Number: 2804042 RT#GR0017504003000
Parcel Number: 2804043 RT#GR0017504005000

TO HAVE AND TO HOLD the premises aforesaid, with the appurtenances thereunto belonging to the said Grantee, its successors and assigns, so that neither the said Grantor, nor his heirs and assigns, nor any other persons claiming title through or under him, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but he shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the undersigned has set his hand on the date stated below.



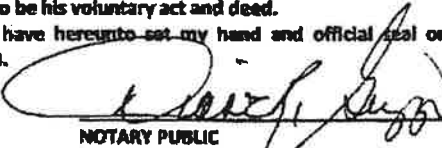
CHAD J. BOWLING

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

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

Before me, a Notary Public, in and for said County and State, personally appeared Chad J. Bowling, whose identity was known or proven to me and who did sign the foregoing instrument and acknowledged the signing hereof to be his voluntary act and deed.

In testimony whereof, I have hereunto set my hand and official seal on this 27th day of JUNE, 2023.



NOTARY PUBLIC

This instrument was prepared by:
Diane R. Guzzo #0042431
137 South Main Street, Suite 204
Akron, Ohio 44308



DIANE R. GUZZO, ATTORNEY-AT-LAW
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

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Kristen M. Scalise CPA, CFE

Fiscal Officer, County of Summit

Note: The data is up to date: Thursday, October 5, 2023, at 4:00 pm.
IAS4 - INTEGRATED ASSESSMENT SYSTEM REVIEW DOCUMENT
Summit County Auditor Division, OH - Tax Year 2022

Print

Reference Year
OCT 11, 2023
08:24 AM

BASIC INFORMATION FOR PARCEL 2804042

PARCEL 2804042
ALT_ID GR0017504003000
OWNER BOWLING CHAD J
OWNER
ADDR. 3540 S ARLINGTON RD, AKRON 44312-
DESC. E LIB CAST LOT 10 & 11 E 109.75FT BARBALLIANCE RD LESS PT FOR RD 13-WD
DESC.
DESC.
DISTRICT 28 GREEN CITY-GREEN LSD
INTER-COUNTY77-0230

NO CARDS: 1
--LISTER--
842 01-JAN-20
VAC/ABAND: V
RENTAL REG: N/A
SPEC FLAG:
LUC: 452 NBR: 30450404
C - AUTOMOTIVE SERVICE STATION
HOMESTEAD: No
Owner Occupancy Credit: No

LAND FOR PARCEL 2804042

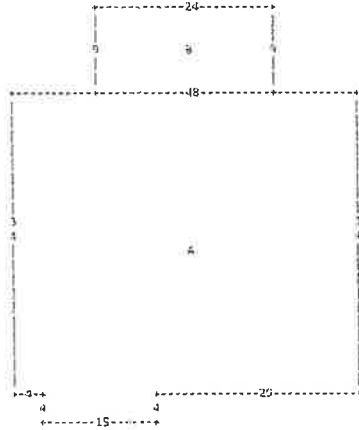
CODE	SF	UNIT	INCR/DECR	INFLUENCE	INFLU%	VALUE
02	8779	5	5/5			43900
SF CODE: 02 = BUILDING SITE						

COMMERCIAL CARD 1 OF 1 FOR PARCEL 2804042

YR BUILT 1968
STRUCTURE TYPE CONVENIENCE FOOD MKT
TOT BLDG VALUE 69130
OF UNITS
OF IDENTICAL BLDGS
PERCENTAGE COMPLETE
GRADE 100

BUILDINGS:	LINE	USE TYPE	YRBLT	LEVELS FT	SIZE	EXT WALL	CONST CLASS	HEAT	AIR	PHYS/FUNC	RCN	DEPR PCT	PCT CMP	FDEP/FRSN	EDEP/ERSN	BLDG VALUE
	1 (A)	CONVNCE STOR	1968	01.01	1692 SF	BRICK	WOOD FRAME/JOI	HOT AIR	CENTRAL	3/3	138250	50			70	69130

Sketch



DESCRIPTION: A CONVENIENCE FOOD MKT BUILT ABOUT 1968 WITH AN EXTERIOR OF BRICK VENEER, WITH 1692 SF, WHICH IS CURRENTLY USED AS A CONVENIENCE STORE. OTHER FEATURES AND THEIR VALUES ARE: (1) UTILITY BLDG-FRAME AT \$1990.

SECONDARY:	CODE	YR BLT	SQ FT	MODS	CD	%GOOD	%COMP	FUN UNIT	FUN/RS	ECO/RS	RCNLD
	C11	1968	1300		F	29		1			980
C11 = PAVING ASPH/BLACK TOP											

SUMMARY ALL CARDS FOR PARCEL 2804042

LAND: 43900	BUILDING: 70110	TOTAL: 114010
ASSESSED LAND: 15370	ASSESSED BLDG: 24540	ASSESSED TOTAL: 39910

SALES INFORMATION FOR PARCEL 2804042

DATE	DOC#	GRANTOR	AMT SALE	DESC	PARCELS
06-JUL-23	9881	BOWLING CHAD J			3
28-MAR-22	4992	BOWLING CHAD J			3
22-MAR-22	4662	EMRO MARKETING COMPANY	260000 D	MULTI /VALID	3

NOTES

AA14

CA12

SPEEDWAY
VBFC 1920 7/29/2014

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SUMMARY INFORMATION FOR PARCEL 2804042

MAILING ADDRESS
 BOWLING CHAD J
 1872 S ARLINGTON ST
 AKRON, OH 44306
APPRAISED VALUE
TAXABLE VALUE
BANK CODE
TREAS CODE
CUR YR REFUND
PRI YR REFUND

114.010
 39,910

LUC 452
CLASS C
Owner Occupancy Credit N
HMSTD N
CAUV N
FOREST N
STUB 28225228
CERT YEAR N
DELQ CONTRACT N
BANKRUPTCY N

Beginning Tax Duplicate

Where Do My Tax Dollars Go? Voter Approved Levy Tax

	<u>First Half Charges</u>	<u>Second Half Charges</u>
Realestate	1190.80	1190.80
Special Assessment	43.37	43.37
Total	1234.17	1234.17
Due Date	FEB 24, 2023	JUL 14, 2023

Total Tax Amount Due Reflects Payment & Adjustment To Date

	DELQ	1st HALF	2nd HALF
TOTAL REAL ESTATE AND SPECIAL CHARGES	0.00	1234.17	1234.17
P & I & ADJ	0.00	0.00	0.00
PAYMENTS	0.00	-1234.17	-1234.17
AMOUNT DUE	0.00	0.00	0.00
YEARLY AMOUNT DUE:			0.00

2022 TAX BILL DETAILS FOR PARCEL 2804042

DATE	SETTLE	PROJ. ACTION # /CODE	1st HALF	2nd HALF
05-JAN-23	1	DUP/ORG	1378.30	1378.30
05-JAN-23	1	DUP/RED	-187.50	-187.50
05-JAN-23	1	DUP/ADJ	1190.80	1190.80
05-JAN-23	1	306999 DUP/SAC	6.00	6.00
05-JAN-23	1	310228 DUP/SAC	6.61	6.61
05-JAN-23	1	1AA000DUP/SAC	30.50	30.50
05-JAN-23	1	310228 DUP/SAF	0.26	0.26
08-FEB-23	1	310228 PAY/SAC	-6.61	0.00
08-FEB-23	1	1AA000PAY/SAC	-30.50	0.00
08-FEB-23	1	306999 PAY/SAC	-6.00	0.00
08-FEB-23	1	310228 PAY/SAF	-0.26	0.00
08-FEB-23	1	PAY/CHG	-1190.80	0.00
15-JUN-23	2	310228 PAY/SAC	0.00	-6.61
15-JUN-23	2	1AA000PAY/SAC	0.00	-30.50
15-JUN-23	2	306999 PAY/SAC	0.00	-6.00
15-JUN-23	2	310228 PAY/SAF	0.00	-0.26
15-JUN-23	2	PAY/CHG	0.00	-1190.80
DELQ REAL ESTATE & ASSESSMENT TAX:			0.00	
ADJUSTMENT:			0.00	
DECEMBER INTEREST:			0.00	
AUGUST INTEREST:			0.00	
TOTAL			0.00	
REAL ESTATE CHARGES:			1190.80	1190.80
SPECIAL ASSESSMENT CHARGES:			43.37	43.37
ADJUSTMENT:			0.00	0.00
TOTAL CHARGES:			1234.17	1234.17
PAYMENTS:				
DATE TYPE				
08-FEB-23 NML			-1234.17	
15-JUN-23 NML				-1234.17
TOTAL PAYMENTS:			-1234.17	-1234.17
FH/SH AMOUNT DUE:			0.00	0.00

SPECIAL ASSESSMENT:

PROJECT	NAME	END	1st HALF	2nd HALF
1AA000	C10 SEWER MAINT- DSSS -9999	9999	30.50	30.50
306999	M06 MUSKINGHAM WATERSHED-9999	9999	6.00	6.00
310228	M20 STREET LIGHTING	2022	6.87	6.87

Click the Following Links to Navigate the Tax Years

[2023](#) [2021](#) [2019](#) [2018](#) [2017](#) [2016](#) [2015](#) [2014](#) [2013](#) [2012](#) [2010](#) [2009](#) [2008](#)

Print Pay by Phone Pay On-Line

Kristen M. Scalise CPA, CFE

Fiscal Officer, County of Summit

Note: The data is up to date: Thursday, October 5, 2023, at 4:00 pm.

IAS4 - INTEGRATED ASSESSMENT SYSTEM REVIEW DOCUMENT
Summit County Auditor Division, OH - Tax Year 2022

Reference Year
OCT 11, 2023
08:24 AM

Print

BASIC INFORMATION FOR PARCEL 2804043

PARCEL 2804043
ALT_ID GR0017504005000
OWNER BOWLING CHAD J
OWNER BOWLING CHAD J
ADDR. S ARLINGTON RD, -
DESC. E LIB CAST LOTS 9 W 85 FT 10 & 11 W 41.5FT & PT VAC ALLEY
DESC.
DESC.
DISTRICT 28 GREEN CITY-GREEN LSD
INTER-COUNTY77-0230
NO CARDS: 1
---LISTER---
842 01-JAN-20
VAC/ABAND:
RENTAL REG: N/A
SPEC FLAG:
LUC: 456 NBR: 30450404
C - PARKING GARAGE STRUCTURE & LOTS
HOMESTEAD: No
Owner Occupancy Credit:No

LAND FOR PARCEL 2804043

CODE 02 SF 7732 UNIT 5 INCR/DECR 5/5 INFLUENCE 20 INFLU% -30 VALUE 27060
SF CODE: 02 = BUILDING SITE

SECONDARY ONLY CARD 1 OF 1 FOR PARCEL 2804043

CODE C11 YR BLTSQ FT 1968 2800 MODS CD P %GOOD 24 %COMP FUN UNIT 1 FUN/RS ECO/RS RCNLD 1170
C11 = PAVING ASPH/BLACK TOP

SUMMARY ALL CARDS FOR PARCEL 2804043

LAND: 27060 BUILDING: 1170 TOTAL: 28230
ASSESSED LAND: 9470 ASSESSED BLDG: 410 ASSESSED TOTAL: 9880

SALES INFORMATION FOR PARCEL 2804043

DATE DOC# GRANTOR AMT SALE DESC PARCELS
06-JUL-23 9881 BOWLING CHAD J 3
28-MAR-22 4992 BOWLING CHAD J 3
22-MAR-22 4662 EMRO MARKETING CO 260000 D MULTI /VALID 3
27-MAR-89 04382 MARATHON PETROLEUM CO 56500 1 VALID 0

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2022 SUMMARY INFORMATION FOR PARCEL 2804043

MAILING ADDRESS BOWLING CHAD J 1872 S ARLINGTON ST AKRON, OH 44306
APPRAISED VALUE 28,230
TAXABLE VALUE 9,880
BANK CODE
TREAS CODE
CUR YR REFUND
PRI YR REFUND
LUC 456
CLASS C
Owner Occupancy Credit N
HMSTD N
CAUV N
FOREST N
STUB 28037136
CERT YEAR N
DELQ CONTRACT N
BANKRUPTCY N

Beginning Tax Duplicate

Where Do My Tax Dollars Go? Voter Approved Levy Tax

Table with columns: First Half Charges, Second Half Charges. Rows: Realestate (294.77), Special Assessment (43.37), Total (338.14), Due Date (FEB 24, 2023 / JUL 14, 2023)

Total Tax Amount Due Reflects Payment & Adjustment To Date

Table with columns: DELQ, 1st HALF, 2nd HALF. Rows: TOTAL REAL ESTATE AND SPECIAL CHARGES (0.00, 338.14), P & I & ADJ (0.00, 0.00), PAYMENTS (0.00, -338.14), AMOUNT DUE (0.00, 0.00), YEARLY AMOUNT DUE (0.00, 0.00)

2022 TAX BILL DETAILS FOR PARCEL 2804043

DATE SETTLE # /CODE PROJ. ACTION 1st HALF 2nd HALF

Print Pay by Phone Pay On-Line

Kristen M. Scalise CPA, CFE

Fiscal Officer, County of Summit

Note: The data is up to date: Thursday, October 5, 2023, at 4:00 pm.
IAS4 - INTEGRATED ASSESSMENT SYSTEM REVIEW DOCUMENT
Summit County Auditor Division, OH - Tax Year 2022

Print

Reference Year
OCT 11, 2023
08:25 AM

BASIC INFORMATION FOR PARCEL 2804041

PARCEL	2804041	NO CARDS:	0
ALT_ID	GR0017504004000	---LISTER---	
OWNER	BOWLING CHAD J	842	01-JAN-20
OWNER		VAC/ABAND:	
ADDR.	S ARLINGTON RD . -	RENTAL REG:	N/A
DESC.	E LIB CAST LOT 9 E 66.25FT LESS PT FOR RD 13-WD	SPEC FLAG:	
DESC.		LUC: 400	NBR: 30450404
DESC.		C - COMMERCIAL VACANT LAND	
DISTRICT	28 GREEN CITY-GREEN LSD	HOMESTEAD:	No
INTER-COUNTY	77-0230	Owner Occupancy Credit:	No

LAND FOR PARCEL 2804041

CODE	SF	UNIT	INCR/DECR	INFLUENCE	INFLU%	VALUE
02	1196	5	S/S			5980

SF CODE: 02 = BUILDING SITE

SUMMARY ALL CARDS FOR PARCEL 2804041

LAND:	5980	BUILDING:	0	TOTAL:	5980
ASSESSED LAND:	2090	ASSESSED BLDG:	0	ASSESSED TOTAL:	2090

SALES INFORMATION FOR PARCEL 2804041

DATE	DOC#	GRANTOR	AMT	SALE	DESC	PARCELS
06-JUL-23	9881	BOWLING CHAD J				3
28-MAR-22	4992	BOWLING CHAD J				3
22-MAR-22	4662	EMRO MARKETING COMPANY	260000	D	MULTI /VALID	3

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2022 SUMMARY INFORMATION FOR PARCEL 2804041

MAILING ADDRESS		LUC	400
BOWLING CHAD J		CLASS	C
1872 S ARLINGTON ST		Owner Occupancy Credit	N
AKRON, OH 44306		HMSTD	N
APPRAISED VALUE	5,980	CAUV	N
TAXABLE VALUE	2,090	FOREST	N
BANK CODE		STUB	28063172
TREAS CODE		CERT YEAR	N
CUR YR REFUND		DELQ CONTRACT	N
PRI YR REFUND		BANKRUPTCY	N

Beginning Tax Duplicate

Where Do My Tax Dollars Go? Voter Approved Levy Tax

	First Half Charges	Second Half Charges
Realestate	62.35	62.35
Special Assessment	9.87	9.87
Total	72.22	72.22
Due Date	FEB 24, 2023	JUL 14, 2023

Total Tax Amount Due Reflects Payment & Adjustment To Date

	DELQ	1st HALF	2nd HALF
TOTAL REAL ESTATE AND SPECIAL CHARGES	0.00	72.22	72.22
P & I & ADJ	0.00	0.00	0.00
PAYMENTS	0.00	-72.22	-72.22
AMOUNT DUE	0.00	0.00	0.00
YEARLY AMOUNT DUE:			0.00

2022 TAX BILL DETAILS FOR PARCEL 2804041

DATE	SETTLE #	PROJ. ACTION /CODE	1st HALF	2nd HALF
05-JAN-23	1	DUP/ORG	72.19	72.19
05-JAN-23	1	DUP/RED	-9.84	-9.84
05-JAN-23	1	DUP/ADJ	62.35	62.35

05-JAN-23	1	306999	DUP/SA	3.00	3.00
05-JAN-23	1	310228	DUP/SAC	6.61	6.61
05-JAN-23	1	310228	DUP/SAF	0.26	0.26
08-FEB-23	1	310228	PAY/SAC	-6.61	0.00
08-FEB-23	1	306999	PAY/SAC	-3.00	0.00
08-FEB-23	1	310228	PAY/SAF	-0.26	0.00
08-FEB-23	1		PAY/CHG	-62.35	0.00
15-JUN-23	2	310228	PAY/SAC	0.00	-6.61
15-JUN-23	2	306999	PAY/SAC	0.00	-3.00
15-JUN-23	2	310228	PAY/SAF	0.00	-0.26
15-JUN-23	2		PAY/CHG	0.00	-62.35

DELQ REAL ESTATE & ASSESSMENT TAX:	0.00
ADJUSTMENT:	0.00
DECEMBER INTEREST:	0.00
AUGUST INTEREST:	0.00
TOTAL	0.00

REAL ESTATE CHARGES:	62.35	62.35
SPECIAL ASSESSMENT CHARGES:	9.87	9.87
ADJUSTMENT:	0.00	0.00
TOTAL CHARGES:	72.22	72.22

PAYMENTS:DATE	TYPE		
08-FEB-23	NML	-72.22	
15-JUN-23	NML		-72.22
TOTAL PAYMENTS:		-72.22	-72.22
FH/SH AMOUNT DUE:		0.00	0.00

SPECIAL ASSESSMENT:

PROJECT	NAME	END	1st HALF	2nd HALF
306999	M06 MUSKINGHAM WATERSHED-9999	9999	3.00	3.00
310228	M20 STREET LIGHTING	2022	6.87	6.87

Click the Following Links to Navigate the Tax Years

[2023](#) [2021](#) [2020](#) [2019](#) [2018](#) [2017](#) [2016](#) [2015](#) [2014](#) [2013](#) [2012](#) [2011](#) [2010](#) [2009](#) [2008](#)

Easement for Highway Purposes

KNOW ALL MEN BY THESE PRESENTS:

That Paul Jacobs and Mary Christine Jacobs, husband and wife

the Grantor s. for and in consideration of the sum of Ten thousand six hundred sixty and no/100 Dollars (\$10,660.00) and for other good and valuable considerations to them paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Summit County, Ohio, Green Township, Castleters Plot, T.R. Rec., Pk. 28, Part of Lot 9 Section SE Quarter, Section 6 and bounded and described as follows:

PARCEL No. 157

Being a parcel of land lying on the right side of the centerline of a survey, made by the Department of Highways, and recorded in Book 57, Page 5354, of the records of Summit County and being located within the following described points in the boundary thereof:

Being part of Lot No. 9 of the Castleters Plot as further described:

Beginning at a point 30 feet right of Sta. 405+08 in the centerline of survey above referred to, said point being in the westerly line of Lot No. 9 at the existing southerly right of way line of State Route No. 619; thence easterly with said line to a point 30 feet right of Sta. 406+83, said point being in the easterly property line of these grantors; thence southerly with said line to a point 50 feet right of Sta. 406+83.4; thence westerly parallel with the centerline of survey to a point 50 feet right of Sta. 405+08.4, said point being in the aforementioned westerly lot line; thence northerly with said line to the point of beginning.

It is understood that the strip of land above described contains 0.04 acres, more or less, exclusive of the present road which occupies 0.00 acres, more or less.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantor s., for themselves and their heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid, Paul Jacobs, husband and Mary Christine Jacobs, wife

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Paul Jacobs and Mary Christine Jacobs

have hereunto set their hand & the 23rd day of September in the year of our Lord one thousand nine hundred and fifty-eight

Signed and sealed in presence of:
W. J. Powers
M. M. F. Loren
Paul Jacobs
Mary Christine Jacobs

STATE OF OHIO, Summit COUNTY

This instrument was prepared by the Ohio Department of Highways-Strahl.

Before me, a Notary Public in and for said County and State, personally appeared the above named Paul Jacobs & Mary Christine Jacobs who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Akron Ohio

this 23 day of Sept. A. D. 1958. Sandra May McFerson

My Commission expires 10

Sandra May McFerson, Notary Public, My Commission Expires Oct. 19, 1960

Form with fields for EASEMENT FOR HIGHWAY PURPOSES, FROM Paul Jacobs and Mary Christine Jacobs, TO THE STATE OF OHIO. Includes recording information: Recorded NOV - 5 1958, At 9:13 AM, Recorder's Fee \$1.00. Also includes a NOTE section.

X 141499

TRANSFERRED

2011 OCT -5 PM 2:15

KRISTEN M. SCALISE
FISCAL OFFICER

TRANSFERRED IN COMPLIANCE WITH

SEC.319.202 REV. CODE

\$ 1000.00 \$ 2 FEE

Consideration OK

KRISTEN M. SCALISE CPA, CFE By OK
FISCAL OFFICER Deputy Fiscal Officer

No. of pages _____

return to
Katie

IN THE COURT OF COMMON PLEAS
PROBATE DIVISION
SUMMIT COUNTY, OHIO

CITY OF GREEN)	CASE NO. 2008 CV 168
)	
Plaintiff)	JUDGE R.R. DENNY CLUNK
)	(Sitting by Assignment)
v.)	
)	
SPEEDWAY SUPERAMERICA LLC, et al.))	<u>JUDGMENT ENTRY</u>
)	<u>OF SETTLEMENT</u>
Defendants)	

The parties advise the Court that the Plaintiff and the Defendant, Speedway Superamerica, LLC, have agreed on the amount of compensation and damages, if any, to the residue of the property due to the Defendant by reason of the appropriation in this case. The parties have agreed that the full compensation and damages is \$435,000.00, including the amount previously deposited with the Court of \$289,960.00 which has been previously distributed to Speedway. Defendant, Speedway Superamerica, LLC, releases all other claims for further compensation, including interest, resulting from the construction and improvement from the appropriation of the property. The parties further understand that the settlement funds in the amount of \$289,960.00 of the settlement funds have already been distributed to the property owner, net of real estate taxes by Order dated May 27, 2009 and that Plaintiff is making an additional deposit to the Court of \$145,040.00 upon the filing of this Judgment Entry of Settlement and that no other party is claiming any right to any portion of the proceeds from the taking in this matter.

PROBATE COURT COUNTY OF SUMMIT, O.
FILED

OCT -4 2011

55808564
Pg: 1 of 12
10/05/2011 02:35F
DE 108.00
Kristen Scalise, Summit Co Fiscal Office

The parties further agree that the settlement encompasses the land taken along with a Temporary Easement.

The parties further agree that the settlement acts as a release of all claims that were part of, or could have been part of, this appropriation action.

Pursuant to R.C. §163.09(A), **IT IS ORDERED** that the Settlement Agreement of the parties, as indicated, in the total amount of \$435,000.00 for the property appropriated and Temporary Easement is approved.

It is further **ORDERED, ADJUDGED AND DECREED** that all rights, title and interest in the property is vested in the City of Green as described in Exhibit "A" to this Entry. It is further **ORDERED** that a Temporary Easement is vested in the City of Green in the property described in Exhibit "B". It is further **ORDERED** that the property interest shall be vested in the City of Green as of December 29, 2008.

It is further **ORDERED, ADJUDGED AND DECREED** that the property interest are duly vested in the City of Green, free and clear of any claims of the owner of the Property and any person or persons having or claiming an interest in the Property, to-wit: Speedway Superamerica, LLC and State of Ohio.

The Court recognizes that the County Fiscal Officer will provide an itemized statement of accrued taxes and assessments upon the property, if any, and Orders the Clerk to pay the pro rata share of the taxes due and owing, if any.

It is further **ORDERED**, pursuant to R.C. §163.15, that upon the filing and journalization of this Judgment Entry of Settlement, the Clerk of Courts shall transmit a certified copy of this Entry to the County Fiscal Officer, that the Fiscal Officer shall transfer title in the form of a Warranty Deed attached as Exhibit "A" effective December 29, 2008.

Kristen Scalise, Summit Co Fiscal Office
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It is further **ORDERED**, pursuant to R.C. §163.15, that upon filing and journalization of this Judgment Entry of Settlement, the Clerk of Courts shall transmit a certified copy of this Entry to the County Fiscal Officer, that the Fiscal Officer shall record the Temporary Easement as identified in Exhibit "B" effective December 29, 2008.

It is further **ORDERED** that the cost of such transfer by the County Fiscal Officer and of the recording by the County Fiscal Officer shall, pursuant to R.C. §163.15 and §163.16, be taxed as costs in this appropriation proceeding; that the County Fiscal Officer shall also submit a written statement for such costs to the Clerk of Courts who shall include such amounts in the statement of costs issued at the conclusion of proceedings in this action.

It is further **ORDERED** that, pursuant to R.C. §163.16, the court costs of this proceeding shall be paid by the Plaintiff, the City of Green; and that a record be made of these proceedings according to law.

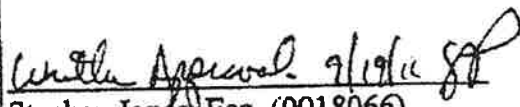
IT IS SO ORDERED.


JUDGE R.R. DENNY CLUNK
Sitting by Assignment

APPROVED:

Stephen J. Bruneski, Esq. (0030333)
Attorney for Plaintiff City of Green

PROBATE COURT COUNTY OF SUMMIT, O.
FILED

OCT -4 2011


Stephen Jones, Esq. (0018066)
Attorney for Defendant Speedway Superamerica, LLC


Milton C. Rankins, Esq.
Attorney for Defendant Summit County Fiscal Officer



Kristen Sealise, Summit Co Fiscal Office

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT **Emro Marketing Company**, a Delaware corporation, **NKA Speedway Superamerica LLC**, the Grantor(s) herein, in consideration of the sum of _____ Dollars (\$ _____), to be paid by the City of Green, the Grantee herein, does hereby grant, bargain, sell, convey and release, with general warranty covenants, to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 13-WD
SUM-SR 619/ARLINGTON ROAD

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Prior Instrument Reference: Vol.O.R. 224, Pg. 104 Summit County Recorder's Office.

And the said Grantor(s), for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor(s) provides timely notice of a desire to repurchase; provided however that such right of repurchase is subject to the authority of the Director of Transportation to convey unneeded

(PPN 2804041 GR0017504004000/PPN 2804042 GR0017504003000/PPN 2804043 GR0017504005000)

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property pursuant to Section 5501.34 (F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. The within right of repurchase shall be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated, or acquired by Grantee.

IN WITNESS WHEREOF Speedway Superamerica LLC has caused its name to be subscribed by _____, its duly authorized agent on the _____ day of _____, _____.

Speedway Superamerica LLC

By: _____

STATE OF OHIO, COUNTY OF SUMMIT ss:

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the _____ and duly authorized agent of Speedway Superamerica LLC, and who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

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DE 108.00
Kristen Scalise, Summit Co Fiscal Office

NOTARY PUBLIC
My Commission _____

This instrument prepared by or on behalf of the City of Green.

EXHIBIT A

PID
PARCEL
CTY-RTE-SEC SUM- SR 619/ARLINGTON RD
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04/09/2008

**PARCEL 13-WD
SUM-SR 619/ARLINGTON RD
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors, and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the City of Green, County of Summit, Original Green Township, Section 8, T12N, R9W and being part of sublots 9, 10, and 11 and a Vacated Alley (Ord. 89-49) in the Town Plat of East Liberty as recorded in Page 28 of the Transcribed Records of Summit County and being more fully described as follows:

Being a parcel of land lying on the left side of the centerline of right of way of Arlington Road per a survey made by URS Corporation for the City of Green and recorded as Image Number _____ of the Summit County Records.

Beginning at Grantor's southeasterly property corner and the southeasterly corner of said subplot 11, said point being 30.00 left of station 238+55.90 on the centerline of right of way of Arlington Road and the **TRUE PLACE OF BEGINNING** of the parcel herein described;

Thence, North 87 degrees 47 minutes 34 seconds West along Grantor's southerly property line and the southerly line of said subplot 11 a distance of 22.00 feet to a rebar to be set;

Thence, North 01 degrees 11 minutes 45 seconds East along the proposed westerly right of way line of Arlington Road a distance of 103.88 feet to a rebar to be set at a point of curvature;

Thence, northwesterly along proposed westerly right of way line of Arlington Road on the arc of a curve to the left, with a radius of 34.00 feet, a central angle of 54 degrees 25 minutes 41 seconds, a tangent of 17.48 feet and whose chord bears North 26 degrees 01 minutes 06 seconds West 31.10 feet, an arc distance of 32.30 feet to a rebar to be set on the existing southerly right of way line of S.R. 619;

Thence, North 87 degrees 47 minutes 34 seconds West along the northerly right of way line of S.R 619 a distance of 123.30 feet to Grantors westerly property line;

Thence, North 01 degrees 11 minutes 45 seconds East, 20.00 feet, along the Grantor's west line, to a point on the original south right of way line of S.R. 619 and the Grantor's north property line;

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DE 108.00
Kristen Scalise, Summit Co Fiscal Office

EXHIBIT A

Thence South 87 degrees 47 minutes 34 seconds East, 159.52 feet, along the original south right of way line of S.R. 619 and the Grantor's north property line, to a point on the existing west right of way line of Arlington Road and the Grantor's east property line;

Thence, South 01 degrees 11 minutes 45 seconds West along Grantor's easterly property line and the existing westerly right of way line of Arlington Road a distance of 151.28 feet to the **TRUE PLACE OF BEGINNING** containing 0.142 acres more or less, of which 0.073 acres are present road occupied.

Of the area described above 0.048 acres, of which 0.030 acres is present road occupied, is part of Summit County Fiscal Officers Permanent Parcel Number 2804041, 0.051 acres is part of Summit County Fiscal Officers Permanent Parcel Number 2804042, 0.043 acres, of which 0.043 acres is present road occupied, is part of Summit County Fiscal Officers Permanent Parcel Number 2804043.

All rebars to be set are 5/8"x 30" long with "URS" I.D. cap.

The bearings used in this description are based on the Ohio State Plane Coordinate Grid System, North Zone NAD83

The above description is based on a survey made for the City of Green by URS Corporation in January, 2006 under the direct supervision of Dan Stankavich, Professional Surveyor No. 7122.

The above description was prepared and reviewed on April 9, 2008 by or under the direct supervision of Dan Stankavich, Professional surveyor No. 7122.

28-04041 GR0017504004000
28-04042 GR0017504003000
28-04043 GR0017504005000

Pt for Rd
SPLIT/COMBINE/NEW
LEGAL DESCRIPTION
APPROVED BY *K. Seals*
GIS 10/5/11

Dan Stankavich, P.S. No. 7122

Date



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10/05/2011 02:35P
DE 100.00

Kristen Seals, Summit Co Fiscal Office

TEMPORARY RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Emro Marketing Company, a Delaware corporation, NKA Speedway Superamerica LLC the Grantor(s) herein, in consideration of the sum of _____ Dollars (\$ _____), to be paid by the City of Green, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit "A" the following described real estate:

PARCEL(S): 13-T

SUM-SR 619/ARLINGTON ROAD

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Prior Instrument Reference: Vol. O.R. 224, Pg. 104, Summit County Recorder's Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

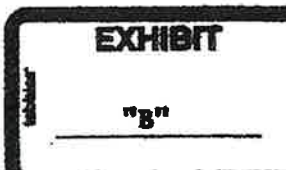
The duration of the temporary easement herein granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor(s) provides timely notice of a desire to repurchase; provided however that such right of repurchase is subject to the authority of the Director of Transportation to convey unneeded property pursuant to Section 5501.34 (F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. The within right of repurchase shall be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to

Kristen Scalfie, Summit Co Fiscal Office
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repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF Speedway Superamerica, LLC has caused its name to be subscribed by _____, its duly authorized agent on the _____ day of _____, 2008.

Speedway Superamerica LLC

By: _____

STATE OF OHIO, COUNTY OF SUMMIT ss:

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the _____ and duly authorized agent of Speedway Superamerica LLC, and who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission _____

This instrument prepared by or on behalf of the City of Green.

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Kristen Scalise, Summit Co Fiscal Office

EXHIBIT A

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Version Date

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SUM-SR 619/ARLINGTON RD
04/18/2007

**PARCEL 13-T
SUM-SR 619/ARLINGTON RD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONNECT DRIVES AND GRADE
FOR APPROXIMATELY 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF GREEN**

[Surveyor's description of the premises follows]

Situated in the City of Green, County of Summit, Original Green Township, Section 8, T12N, R9W and being part of sublots 9, 10 and 11 in the Town Plat of East Liberty as recorded in Page 28 of the Transcribed Records of Summit County and being more fully described as follows:

Being a parcel of land lying on the left side of the centerline of right of way of Arlington Road per a survey made by URS Corporation for the City of Green and recorded as Image Number _____ of the Summit County Records.

Beginning at a point on Grantor's southerly property line and the southerly line of said subplot 11 said point being 52.00 feet left of station 238+56.37 on the centerline of right of way of Arlington Road and the **TRUE PLACE OF BEGINNING** of the parcel herein described;

Thence, North 87 degrees 47 minutes 34 seconds West along Grantor's southerly property line and the southerly line of said subplot 11 a distance of 137.52 feet to a point on Grantor's southwesterly property corner;

Thence, North 01 degrees 11 minutes 45 seconds East along Grantor's westerly property line a distance of 131.28 feet to a point;

Thence, South 87 degrees 47 minutes 34 seconds East a distance of 123.30 feet to a point;

Thence, southeasterly along the proposed westerly right of way line of Arlington Road on the arc of a curve to the right, with a radius of 34.00 feet, a central angle of 54 degrees 25 minutes 41 seconds, a tangent of 17.48 feet and whose chord bears South 26 degrees 01 minutes 06 seconds East 31.10 feet , an arc distance of 32.30 feet to a point;

Thence, South 01 degrees 11 minutes 45 seconds West along the proposed westerly right of way line of Arlington Road a distance of 103.88 feet to the **TRUE PLACE OF BEGINNING** containing 0.412 acres more or less.

The bearings used in this description are based on the Ohio State Plane Coordinate Grid System, North Zone NAD83



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Kristen Scalise, Summit Co Fiscal Office

EXHIBIT A

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Version Date

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13-T
SUM-SR 619/ARLINGTON RD
04/18/2007

The above description is based on a survey made for the City of Green by URS Corporation in January, 2006 under the direct supervision of Dan Stankavich, Professional Surveyor No. 7122.

The above description was prepared and reviewed on April 18, 2007 by or under the direct supervision of Dan Stankavich, Professional surveyor No. 7122.

Dan Stankavich, P.S. No. 7122

Date

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10/05/2011 02:35C
DE 168.00
Kristen Scalise, Summit Co Fiscal Office



55808564

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10/05/2011 02:35P
DE 108.00

Kristen Scalise, Summit Co Fiscal Office

CERTIFICATION OF COPY

I certify this to be a true copy of the original *
ORDER-2008CV168 now on file in
the Summit County Probate Court, State of Ohio.
This 4th day of OCTOBER, 2011.
R. R. DENNY CLUNK,

Judge and Ex-Officio Clerk, Sitting by Assignment

By *Rita D. Priest*
Deputy Clerk

* except for redacted information

THIS DOCUMENT PREPARED BY:

Speedway LLC
c/o 7-Eleven, Inc.
Legal Department
3200 Hackberry Road
Irving, Texas 75063

WHEN RECORDED MAIL TO:

First Security Title Corporation
4367 State Road
Akron, Ohio 44319
Attn: Kelly A. Kepler

SEND FUTURE TAX STATEMENTS TO:

Chad J. Bowling
1872 S. Arlington St.
Akron, Ohio 44306

3/22/2022 #4982
KRISTEN M. SCALISE CPA, CFE
Summit County Fiscal Officer
\$ 260,000
Consideration

Transferred
Transfer Not Necessary
by *[Signature]*
Deputy Fiscal Officer
In compliance with ORC 219.502

3/22/2022 # *4462*
KRISTEN M. SCALISE CPA, CFE
Summit County Fiscal Officer
\$ *260,000*
Consideration

Descriptions Approved by Tax Maps
Approval Good for 30 Days From: *3/22/22*

Roe

D

32587

GR17

* This document is being re-recorded to add effective date. Descriptions Approved by Tax Maps
Approval Good for 30 Days From: *3/22/22*

SPECIAL WARRANTY DEED

Roe

SPEEDWAY LLC, a Delaware limited liability company, as successor by name change to Speedway SuperAmerica LLC, a Delaware limited liability company, as successor by merger to Emro Marketing Company, a Delaware corporation, with a principal address of c/o 7-Eleven, Inc., 3200 Hackberry Road, Irving, Texas 75063 ("Grantor"), **GRANTS, BARGAINS, CONVEYS AND SELLS** to **CHAD J. BOWLING**, an individual resident of the state of Ohio, with a principal address of 1872 S. Arlington Street, Akron, Ohio 44306 ("Grantee"), for the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the real property located in the City of Akron, County of Summit, State of Ohio, and more fully described on **Exhibit A** attached hereto and made a part hereof (the "Property"). For purposes of this Deed, the "Closing" shall mean the recordation of this Deed, fully-executed and acknowledged, in the official records of the County, and the "Closing Date" shall mean the date this Deed is so recorded.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining, to Grantee, its successors and assigns, forever. GRANTOR, for itself and its successors, does covenant, promise and agree, to and with Grantee, its successors and assigns, that Grantor is lawfully seized of said land in fee simple; that Grantor has good, right and lawful authority to sell and convey said land; Grantor has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as set forth above, and Grantor hereby **SPECIALLY WARRANTS AND AGREES TO FOREVER DEFEND** the Property against all persons lawfully claiming the same by, through or under it, but not otherwise,

SUBJECT TO (i) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; (ii) all covenants, conditions, restrictions, servitudes, liens, reservations, easements, rights-of-way, declarations, encumbrances and other matters of record or to which reference is made in the public records; (iii) zoning and other regulatory laws and ordinances affecting

DOC # 56726602

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3/22/2022 10:51 AM Recording Fee: \$ 74.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer

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3/28/2022 11:02 AM Recording Fee: \$ 74.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer
DUC R 2016/2/1

the Property; (iv) matters that would be disclosed by an accurate survey; and (v) rights of tenants in possession (if any); and (v) any plat affecting the Property ("Conditions").

The payment of current ad valorem taxes on the Property having been prorated to the date hereof, the payment thereof is assumed by Grantee.

Invalidation of any one provision herein by judgment or court order shall in no way affect any other provision.

The Property is sold and conveyed AS IS, WHERE IS, WITH ALL FAULTS, SUBJECT, HOWEVER, TO THE WARRANTIES OF TITLE SET FORTH IN THIS DEED. GRANTOR DOES NOT EXPRESSLY OR IMPLIEDLY WARRANT OR GUARANTEE THE CONDITION OF THE PROPERTY NOR ITS MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Neither Grantee nor its successors, assigns or legal representatives, lessees, or sublessees, shall conduct or permit the conduct on the Property of, and the Property shall not be used for:

- i. a grocery or convenience store selling at retail any food or food products, dairy products, beer, or wine or other alcoholic beverages for consumption off the premises, provided that this restriction shall not prohibit the "incidental sale" of any of the foregoing items by a "Permitted Restaurant". For purposes of this restrictive covenant, a "Permitted Restaurant" shall mean a sit down restaurant with menus and no walk-up service, a quick-service restaurant or a fast food restaurant, and "incidental sale" shall mean the devotion of more than the lesser of (a) one percent (1%) or (b) 50 square feet of the rentable square footage of the premises of such owner, tenant or occupant to the display of such items; or
- ii. the sale of motor fuels and petroleum products.

BY ITS ACCEPTANCE OF THIS CONVEYANCE, GRANTEE AGREES AS FOLLOWS: PURSUANT TO SECTION 10 OF THE SALES CONTRACT, DATED FEBRUARY 22, 2022, BY AND BETWEEN GRANTOR AND GRANTEE, SUBSECTIONS (A) THROUGH (D) BELOW SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON GRANTEE AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE, INCLUDING, BUT NOT LIMITED TO, FUTURE OWNERS OF ALL (OR ANY PORTION) OF THE PROPERTY, AND SHALL INURE TO THE BENEFIT OF GRANTOR AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE. THE INTENTION OF GRANTOR AND GRANTEE IS THAT SAID COVENANTS SHALL LAST IN PERPETUITY. IF REQUESTED BY GRANTOR, GRANTEE OR THE THEN OWNER(S) OF THE PROPERTY, BY ITS ACCEPTANCE OF A DEED FOR ALL OR A PORTION OF THE PROPERTY, AGREES TO EXECUTE SUCH DOCUMENTATION OR TAKE SUCH ACTION AS GRANTOR MAY REASONABLY REQUEST TO CONFIRM OR OTHERWISE GIVE EFFECT TO SUCH COVENANTS.

A. HAZARDOUS SUBSTANCES. GRANTEE HEREBY ASSUMES LIABILITY FOR, AND AGREES TO TAKE ALL ACTIONS REQUIRED BY LAW RELATING TO, ALL ENVIRONMENTAL OBLIGATIONS OR LIABILITIES, INCLUDING INVESTIGATION, MONITORING AND REMEDIATION OBLIGATIONS AND THIRD PARTY CLAIMS, ARISING FROM ENVIRONMENTAL CONDITIONS OR HAZARDOUS SUBSTANCES (AS DEFINED HEREIN) EXISTING ON, BENEATH OR MIGRATING FROM THE PROPERTY AS OF THE

CLOSING DATE, INCLUDING, BUT NOT LIMITED TO: (I) ANY VIOLATION OR ALLEGED VIOLATION OF, OR LIABILITY OR ALLEGED LIABILITY UNDER, ANY LOCAL, STATE OR FEDERAL LAW, RULE OR REGULATION OR COMMON LAW DUTY PERTAINING TO HUMAN HEALTH, NATURAL RESOURCES OR THE ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (42 U.S.C. §9601 ET SEQ.), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. §6901 ET SEQ.), THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. §1251 ET SEQ.), THE CLEAN AIR ACT (42 U.S.C. §7401 ET SEQ.), THE EMERGENCY PLANNING AND COMMUNITY-RIGHT-TO-KNOW ACT (42 U.S.C. §11001 ET SEQ.), THE ENDANGERED SPECIES ACT (16 U.S.C. §1531 ET SEQ.), THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. §2601 ET SEQ.), THE OCCUPATIONAL SAFETY AND HEALTH ACT (29 U.S.C. §651 ET SEQ.) AND THE HAZARDOUS SUBSTANCES TRANSPORTATION ACT (49 U.S.C. §1801 ET SEQ.), AND THOSE RELATING TO LEAD BASED PAINT (AS HEREINAFTER DEFINED) AND EACH OF THEIR STATE COUNTERPARTS AND THE REGULATIONS PROMULGATED PURSUANT TO SAID LAWS, ALL AS AMENDED FROM TIME TO TIME (COLLECTIVELY, "ENVIRONMENTAL LAWS"), RELATING TO OR AFFECTING THE PROPERTY, WHETHER OR NOT CAUSED BY OR WITHIN THE CONTROL OF THE GRANTOR; (II) THE PRESENCE, RELEASE OR THREAT OF RELEASE OF OR EXPOSURE TO ANY HAZARDOUS, TOXIC OR HARMFUL SUBSTANCES, WASTES, MATERIALS, POLLUTANTS OR CONTAMINANTS (INCLUDING, WITHOUT LIMITATION, ASBESTOS OR ASBESTOS-CONTAINING MATERIALS, POLYCHLORINATED BIPHENYLS, PETROLEUM OR PETROLEUM PRODUCTS OR BYPRODUCTS, FLAMMABLE EXPLOSIVES, RADIOACTIVE MATERIALS, PAINT CONTAINING MORE THAN .05% LEAD BY DRY WEIGHT ("LEAD BASED PAINT"), INFECTIOUS SUBSTANCES OR RAW MATERIALS WHICH INCLUDE HAZARDOUS CONSTITUENTS) OR ANY OTHER SUBSTANCES OR MATERIALS WHICH ARE INCLUDED UNDER OR REGULATED BY ENVIRONMENTAL LAWS (COLLECTIVELY, "HAZARDOUS SUBSTANCES") OR ANY TOXIC MOLD OR FUNGUS OF A TYPE THAT MAY POSE A RISK TO HUMAN HEALTH OR THE ENVIRONMENT OR WOULD NEGATIVELY IMPACT THE VALUE OF THE PROPERTY ("TOXIC MOLD"), ON, IN, UNDER OR AFFECTING ALL OR ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS, REGARDLESS OF WHETHER OR NOT CAUSED BY OR WITHIN THE CONTROL OF GRANTOR; (III) ANY TRANSPORT, TREATMENT, RECYCLING, STORAGE, DISPOSAL OR ARRANGEMENT THEREFOR OF HAZARDOUS SUBSTANCES WHETHER ON THE PROPERTY, ORIGINATING FROM THE PROPERTY, OR OTHERWISE ASSOCIATED WITH THE GRANTEE OR ANY OPERATIONS CONDUCTED ON THE PROPERTY AT ANY TIME; OR (IV) ANY ENVIRONMENTAL INVESTIGATION, ASSESSMENT, AUDIT OR REVIEW CONDUCTED IN CONNECTION WITH THE PROPERTY OR THE OPERATIONS CONDUCTED AT ANY TIME THEREON, INCLUDING, WITHOUT LIMITATION, THE COST OF ASSESSMENT, INVESTIGATION, CONTAINMENT, REMOVAL AND/OR REMEDIATION OF ANY AND ALL HAZARDOUS SUBSTANCES OR TOXIC MOLD FROM ALL OR ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS, THE COST OF ANY ACTIONS TAKEN IN RESPONSE TO THE PRESENCE, RELEASE OR THREAT OF RELEASE OF ANY HAZARDOUS SUBSTANCES OR TOXIC MOLD ON, IN, UNDER OR AFFECTING ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS TO PREVENT OR MINIMIZE SUCH RELEASE OR THREAT OF RELEASE SO THAT IT DOES NOT MIGRATE OR OTHERWISE CAUSE OR THREATEN DANGER TO PRESENT OR FUTURE PUBLIC HEALTH, SAFETY, WELFARE OR THE ENVIRONMENT, AND COSTS INCURRED TO

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COMPLY WITH ENVIRONMENTAL LAWS IN CONNECTION WITH ALL OR ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS.

B. INDEMNITY. GRANTEE SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY GRANTOR, GRANTOR'S RESPECTIVE SUBSIDIARIES, PARENT COMPANIES, AFFILIATED COMPANIES, AND SUCCESSORS IN INTEREST, GRANTOR'S DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL EXPENSES, CLAIMS, ACTIONS, LIABILITIES, ATTORNEY'S FEES, DAMAGES, LOSSES, PENALTIES, FINES AND INTEREST OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITING THE FOREGOING, DEATH OF OR INJURY TO PERSONS AND DAMAGE TO PROPERTY), ACTUALLY OR ALLEGEDLY RESULTING FROM OR CONNECTED WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR FROM THE OMISSION OR COMMISSION OF ANY ACT, LAWFUL OR UNLAWFUL, BY GRANTEE OR ITS AGENTS OR EMPLOYEES, WHETHER OR NOT SUCH ACT IS WITHIN THE SCOPE OF THE EMPLOYMENT OF SUCH AGENTS OR EMPLOYEES, OR FROM LEAKS, SEEPAGE, SPILLS OR OTHER LOSS OF MOTOR FUELS OR OTHER TOXIC POLLUTANTS AT THE PROPERTY. GRANTEE HEREBY AGREES THAT THIS INDEMNITY SHALL SURVIVE THE CLOSING.

C. WAIVER AND RELEASE. GRANTEE HEREBY WAIVES, RELINQUISHES AND RELEASES THE GRANTOR FROM ALL COSTS BY REASON OF OR ARISING OUT OF ANY ENVIRONMENTAL CONDITIONS AT THE PROPERTY AND FROM ANY CONTRIBUTION ACTION; AND SHOULD ANY CLEAN-UP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE CLOSING DATE, IT IS HEREBY UNDERSTOOD AND AGREED THAT SUCH CLEAN-UP, REMOVAL OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF GRANTEE. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS SUBSECTION. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, GRANTEE COVENANTS AND AGREES THAT IN NO EVENT SHALL IT COMMENCE ANY ACTION OR MAKE ANY CLAIM AGAINST GRANTOR, ITS PARENT CORPORATION, SUBSIDIARIES, AFFILIATES AND ASSIGNS, OR ANY FORMER OWNER OR OPERATOR OF THE PROPERTY WHICH IN ANY WAY RELATES TO THE ENVIRONMENTAL OR OTHER CONDITION OF THE PROPERTY, INCLUDING ANY CLAIM FOR PROPERTY DAMAGE OR DIMINUTION OF PROPERTY VALUE BY REASON OF THE PRESENCE OF HAZARDOUS SUBSTANCES AT, ON, UNDER OR EMANATING FROM THE PROPERTY, AND GRANTEE HEREBY RELEASES GRANTOR FROM ALL SUCH CLAIMS. IT IS ACKNOWLEDGED AND AGREED THAT THE PURCHASE PRICE OF THE PROPERTY REFLECTS THE CONDITION OF THE PROPERTY.

D. SURVIVAL. THE COVENANTS OF THIS DEED SHALL SURVIVE CLOSING AND SHALL BE BINDING UPON AND SHALL INURE TO THE SUCCESSORS AND ASSIGNS OF EACH OF THE PARTIES AND ALL SUBSEQUENT PURCHASERS OF THE PROPERTY. UPON THE REQUEST OF GRANTOR, GRANTEE AGREES TO EXECUTE AND DELIVER SUCH INSTRUMENTS IN RECORDABLE FORM AS NECESSARY TO EFFECT RECORD NOTICE OF THE FOREGOING RIGHTS AND COVENANTS.

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SIGNATURE PAGE TO FOLLOW]*

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EXHIBIT "A"

Known as being 3540 S. Arlington Road, Akron, OH 44312

Situated in the City of Green, County of Summit and State of Ohio: And known as being all of Lots 9, 10, and 11 of Castetter's Addition to the East Liberty, as recorded in Transcribed Records, Page 28 of the Summit County, Ohio records. And that portion of Vacated Alley per Ordinance 89-49. Excepting therefrom that portion deeded to the State of Ohio on November 3, 1958.

EXCEPTING THEREFROM:

Situated in the City of Green, County of Summit, Original Green Township, Section 8, T12N, R9W and being part of sublots 9, 10, and 11 and a Vacated Alley (Ord. 89-49) in the Town Plat of East Liberty as recorded in Page 28 of the Transcribed Records of Summit County and being more fully described as follows:

Being a parcel of land lying on the left side of the centerline of right of way of Arlington Road per a survey made by URS Corporation for the City of Green and recorded as Image Number _____ of the Summit County Records.

Beginning at Grantor's southeasterly property corner and the southeasterly corner of said subplot 11, said point being 30.00 left of station 238+55.90 on the centerline of right of way of Arlington Road and **TRUE PLACE OF BEGINNING** on the parcel herein described;

Thence, North 87° 47' 34" West along Grantor's southerly property line and the southerly line of said subplot 11 a distance of 22.00 feet to a rebar to be set;

Thence, North 01° 11' 45" East along the proposed westerly right of way line of Arlington Road a distance of 103.88 feet to a rebar to be set at a point of curvature;

Thence, northwesterly along proposed westerly right of way line of Arlington Road on the arc of a curve to the left, with a radius of 34.00 feet, a central angle of 54° 25' 41", a tangent of 17.48 feet and whose chord bears North 26° 01' 06" West 31.10 feet, an arc distance of 32.30 feet to a rebar to be set on the existing southerly right of way line of S.R. 619;

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Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer

Recording Fee: \$ 74.00
C.F.E. Summit County Fiscal Officer



Thence, North 87° 47' 34" West along the northerly right of way line of S.R. 619 a distance of 123.30 feet to Grantors westerly property line;

Thence, North 01° 11' 45" East, 20.00 feet, along the Grantor's west line, to a point on the original south right of way line of S.R. 619 and the Grantor's north property line;

Thence South 87° 47' 34" East, 159.52 feet, along the original south right of way line of S. R. 619 and the Grantor's north property line, to a point on the existing west right of way line of Arlington Road and the Grantor's east property line;

Thence, South 01° 11' 45" West along Grantor's easterly property line and the existing westerly right of way line of Arlington Road a distance of 151.28 feet to the **TRUE PLACE OF BEGINNING** containing 0.142 acres more or less, of which 0.073 acres are present road occupied.

Of the area described above 0.048 acres, of which 0.030 acres is present road occupied, is part of Summit County Fiscal Officers Permanent Parcel Number 2804041, 0.051 acres is part of Summit County Fiscal Officers Permanent Parcel Number 2804042, 0.043 acres, of which 0.043 acres is present road occupied, is part of Summit County Fiscal Officers Permanent Parcel Number 2804043.

All rebars to be set are 5/8" X 30" long with "URS" I.D. cap.

The bearings used in this description are based on the Ohio State Plane Coordinate Grid System, North Zone NAD83.

The above description is based on a survey made for the City of Green by URS Corporation in January 2006 under the direct supervision of Dan Stankavich, Professional Surveyor No. 7122.

The above description was prepared and reviewed on April 9, 2008 by or under the direct supervision of Dan Stankavich, Professional Surveyor No. 7122.

PM: 28-04041
28-04042
28-04043

PPN: GR-00175-04-004.000
GR-00175-04-003.000
GR-00175-04-005.000

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E. Summit County Fiscal Officer
Fee: \$ 74.00