

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Lease"), made this ____ day of July, 2026, (the Commencement Date") by and between the City of Green, Ohio, a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio (hereinafter referred to as "Landlord"), and the Board of Education of the Green Local School District, an Ohio public school district and political subdivision of the State of Ohio (hereinafter referred to as "Tenant"). Landlord and Tenant may each be referred to individually or collectively as a "Party" or the "Parties".

WITNESSETH:

WHEREAS, Landlord is the fee owner of a certain tract of real property containing approximately 6.2798 +/- acres, situated in the City of Green, County of Summit, State of Ohio, which real property is identified by the Summit County Fiscal Officer as parcel number 2817723 and described on Exhibit "A" attached hereto and made a part hereof. Said real property shall hereinafter be referred to as the "Premises"; and

WHEREAS, pursuant to that Cooperative Agreement dated April 14, 2025 between the Parties, as amended by that First Amendment to Cooperative Agreement dated July ___, 2026 (the "Cooperative Agreement"), Tenant is constructing a bus garage and storage facility upon the Premises (the "Improvement"); and

WHEREAS, Section 2.4(c) of the Cooperative Agreement requires that the Landlord enter into a lease agreement for the lease of the Premises from Landlord to Tenant, and Section 2.4(d) of the Cooperative Agreement requires that the Tenant subsequently lease a portion of the Premises and completed Improvement to the City for storage (the "Subsequent Lease"). This Lease fulfills the requirements of said Section 2.4(c) of the Cooperative Agreement; and

WHEREAS, Tenant is authorized to execute this Lease pursuant to Resolution No. ___ adopted by the Tenant's Board of Education on July ___, 2026, and Landlord is authorized to execute this Lease pursuant to _____ adopted by the Landlord's City Council on July ___, 2026.

NOW, THEREFORE, in consideration of one and 00/100 Dollar (\$1.00) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the foregoing and as follows:

SECTION 1. PREMISES

Landlord, in consideration of the covenants and agreements to be performed by Tenant, does hereby lease the Premises unto Tenant, and Tenant hereby leases the Premises from Landlord.

SECTION 2. TERM

The initial term of this Lease shall commence as of the Commencement Date and shall expire _____, 2105.

SECTION 3. RENT

Tenant shall pay to Landlord rent of One Dollar (\$1.00) for the initial term. The payment of rent for the initial term shall be payable in full not later than thirty (30) days following the Commencement Date.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS

(a) Tenant shall construct the Improvement in accordance with the requirements of the Cooperative Agreement and this Lease. In the event of a conflict between this Lease and the Cooperative Agreement, the Cooperative Agreement shall prevail.

(b) Tenant shall not be required to obtain the approval of Landlord for future improvements to the Premises provided such future improvements are consistent with the operation of a public school district, are constructed in accordance with applicable Federal, State and local requirements and do not substantially interfere with Landlord's use of the Premises. Future improvements proposed by Tenant that are inconsistent with this Lease shall require the approval of the Landlord, and such approval shall not be unreasonably withheld, conditioned or delayed.

SECTION 5. USE AND OCCUPANCY

(a) The Premises shall be used by Tenant in accordance with the terms of this Lease, the Cooperative Agreement and in a manner consistent with the operation of a public school district. Uses of the Premises by Tenant in a manner that is inconsistent with this Lease and the operation of a public school district shall require Landlord's prior approval, and such approval shall not be unreasonably withheld.

(b) Tenant shall at all times conduct its operations on the Premises and use the Improvement in a lawful manner and shall, at Tenant's expense, comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental authorities, now in force or which may hereafter be in force

SECTION 6. NUISANCES

The Parties shall not perform any acts or carry on any practice that may devalue the Premises or be a public nuisance. Landlord shall have the right to enforce and maintain compliance with all applicable, codified ordinances, laws, rules and/or other regulations.

SECTION 7. UTILITIES

Tenant shall be responsible for furnishing utilities to the Premises and promptly and timely paying all charges for utilities serving the Premises except as otherwise may be required pursuant to the Subsequent Lease.

SECTION 8. SUBLEASE OR ASSIGNMENT

Tenant covenants and agrees not to assign or sublet the Premises or any part of same without Landlord's prior approval which approval shall not be unreasonably withheld.

SECTION 9. CONDEMNATION

(a) If, during the term of this Lease, there shall be a taking by appropriation or eminent domain ("Taking") of the entire Premises or any part thereof, the rights and obligations of Landlord and Tenant with respect to any compensation for such Taking (compensation being herein called "Condemnation Award") pursuant thereto and with respect to the Premises shall be as hereinafter set forth:

(b) In the event of a Taking of the entire Premises or a portion of the Premises that, in the opinion of Tenant in the Tenant's sole and absolute discretion, it is not feasible to continue possession and operation of the remaining Premises, this Lease shall terminate twenty (20) days after notice from Tenant to Landlord of such election to terminate. The notice of election to terminate shall be given by Tenant to Landlord not later than thirty (30) days following transfer of ownership to the condemning authority. Neither Party hereto shall have a right of claim against the other for damages or participate in the amount of a Condemnation Award to the other Party, provided that Landlord notifies Tenant at the time such appropriation or eminent domain proceedings are initiated against Landlord so that Tenant shall be afforded the opportunity to participate in such proceedings in order to obtain a Condemnation Award.

(c) In the event of a Taking of a portion of the Premises and Tenant does not give notice of termination as provided for in paragraph (b) above, this Lease shall continue. The Condemnation Award attributed to the Premises shall be allocated as set forth in paragraph (b) above. Tenant, at its expense, shall then perform any reconstruction of the remaining Premises as may be necessary to restore the same to its original condition but only to the extent of available Condemnation Award. If it is thereafter determined that the Condemnation Award is insufficient, Tenant shall immediately notify Landlord and Tenant shall then have a second option, exercisable within fifteen (15) days following notice to Landlord, to terminate this Lease effective as of the date set forth in Tenant's termination notice.

(d) Notice of Condemnation. The Party receiving any notice of the kinds specified above shall promptly give the other Party notice of the receipt, contents, and date of the notice received. Landlord shall have full right and authority to conduct, or to direct

the conduct of any such condemnation or settlement proceeding and to settle the same on terms acceptable to Landlord.

(e) During the term of the Lease, Landlord shall not exercise its rights of appropriation or eminent domain with respect to the Premises.

SECTION 10. DESTRUCTION OR DAMAGE TO PREMISES

(a) In the event that the Improvement is totally destroyed by fire or other casualty, the term of this Lease shall immediately terminate at the option of Tenant. In case of partial damage or destruction so as to render, in Tenant's sole opinion, the Premises unfit for the Tenant's occupancy, Tenant may terminate this Lease upon ten (10) days' notice given to Landlord within ninety (90) days after the occurrence of such damage or destruction effective as of the date set forth in Tenant's termination notice, provided however, that should the partial damage or destruction occur within five (5) years prior to the expiration of the then current term of the Lease, then Tenant may immediately terminate this Lease for any reason within the Tenant's sole and absolute discretion. If Tenant terminates the Lease as outlined above, it shall be responsible for removing any damaged, or destroyed property but subject to the availability of insurance proceeds.

(b) If Tenant elects to not terminate this Lease in accordance with Section 10(a) above, then Tenant shall (to the extent insurance proceeds are available) promptly commence the process to rebuild the Improvement to its prior condition. If it is thereafter determined that there are not sufficient proceeds available, Tenant shall immediately notify Landlord and Tenant shall then have a second option, exercisable within fifteen (15) days following notice to Landlord, to terminate this Lease effective as of the date set forth in Tenant's termination notice.

SECTION 11. TENANT'S REPAIRS

(a) Except as may be set forth in the Subsequent Lease, Tenant shall maintain, repair, and replace (hereinafter collectively referred to in the noun and verb form as "repair"), at Tenant's expense, all and every part of the Improvement, including but not limited to the parking lot, hardscaping, sidewalks, parking stops, block heaters and related equipment, fencing, paving and restriping, patching and all areas depicted in orange on Exhibit B attached hereto, to keep same in good order, condition, and repair in accordance with prudent and customary repair practices.

(b) Tenant shall pay promptly when due the entire cost of repair in the Improvement so that the Premises shall at all times be free of liens for labor and materials arising from such work; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner; and to comply with all governmental requirements.

SECTION 12. COVENANT OF TITLE AND PEACEFUL POSSESSION

Landlord has good and marketable title to the Premises in fee simple and the right to make this Lease for the term aforesaid. Landlord shall permit Tenant's use of the Premises in accordance with the provisions hereof, and if Tenant shall perform all the covenants and provisions of this Lease to be performed by Tenant, Tenant shall, during the term hereby demised, freely, peaceably, and quietly enjoy and occupy the full possession of the Premises free from actions by or through Landlord or a third party.

SECTION 13. INSURANCE

(a) Casualty Insurance. Tenant shall at all times during the term of this Lease carry fire, casualty, and extended coverage insurance on the Improvement in an amount equal to the full replacement cost thereof.

(b) Public Liability Insurance. Both parties shall obtain and keep in force at all times during the term of the Lease, the following insurance coverage with respect to the Premises: (i) Commercial General Liability Insurance, broad form policy with contractual liability endorsement, relating to the Premises and its appurtenances on an occurrence basis with a minimum general aggregate limit of One Million Dollars (\$1,000,000.00); (ii) Automobile and other vehicle insurance consistent with the coverages obtained for other vehicles operated by the respective party; (iii) Worker's Compensation Insurance covering all persons employed with respect to whom death or bodily injury claims could be asserted against either party, as required by the laws of Ohio; and (iv) Employers' Liability Insurance with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit. All of the aforesaid insurance except the Workers' Compensation Insurance and Employer's Liability Insurance shall name the other party as an additional insured and/or loss payee (as their respective interests may appear), shall be written by one or more licensed and reputable insurance companies licensed in the State of Ohio in their sole discretion. Both parties agree to provide a certificate evidencing the existence of said insurance on or prior to the Commencement Date and annually or upon request thereafter. The additional insured coverage shall be primary and noncontributory to any insurance or self-insurance coverages obtained or provided by either party, and each party shall require that the insurance policies providing the coverages required hereunder include a waiver of subrogation clause in favor of the other party.

SECTION 14. REAL ESTATE TAXES & ASSESSMENTS

(a) Taxes. In the event that the Premises shall lose its tax exempt status due to the Tenant's use and occupancy of the Premises, then Tenant will reimburse Landlord for real property taxes for the Premises in the amount associated with the Proportionate Share of percentages as provided for in the Cooperative Agreement upon receipt of the following: (1) a copy of Landlord's tax bill which shall be provided to Tenant not later than sixty (60) days following Landlord's receipt thereof, (2) written documentation showing the taxes attributable to Tenant's use and occupancy of the Premises, and (3) any other notices

received by Landlord addressing the taxable status of the Premises. Tenant shall have the right to appeal any determination relating to the taxable status of the Premises related to Tenant's use and occupancy thereof, and Landlord shall designate Tenant as its attorney-in-fact as required to effect standing for such appeal.

(b) Applications for Tax Exemption. The Parties shall cooperate with each other in applying for and obtaining any available exemptions from real estate taxes for the Premises, including but not limited to submission of an Application for Real Property Tax Exemption and Remission with Summit County, Ohio.

(c) Assessments. Landlord shall be responsible for assessments to the Premises that benefit solely the Landlord, and Tenant shall be responsible for assessments that benefit solely the Tenant. For assessments that benefit both the Landlord and Tenant, the Landlord's responsibility for the assessments shall be in proportion to the percentage e per the Cooperative Agreement.

SECTION 15. SURRENDER

Tenant covenants and agrees to deliver up and surrender to Landlord the physical possession of the Premises and the Improvement upon the expiration of this Lease or its termination except that the surrender of the Improvement, including future improvements, constructed by or on behalf of the Tenant, shall be surrendered subject to reasonable wear, tear, depreciation and decay.

SECTION 16. HOLDING OVER

Any holding over after the expiration or termination of this Lease by Tenant shall be from day to day on the same terms and conditions at Landlord's option; and no act or statement whatsoever on the part of Landlord or Landlord's duly authorized agent in the absence of a written contract signed by Landlord shall be construed as an extension of the term or as a consent for any further occupancy.

SECTION 17. NOTICE

All notices or other communications required under this Lease shall be effected by personal delivery in writing; by a recognized overnight delivery service; or by certified mail, return receipt requested. When delivered or mailed to the Parties at their respective addresses as set forth below, or when delivered or mailed to the last address provided in writing to the other Party by the addressee, notice shall be deemed to have been given (a) on the date of personal delivery, if delivered personally; (b) on the next following business day if delivered by overnight delivery service; or (c) on the third day after mailing, if sent by certified mail, return receipt requested:

If to the Landlord to: City of Green, Ohio
1755 Town Park Blvd
Green, Ohio 44685
Attention: [_____]

If to the Tenant to: Green Local School District
1755 Town Park Blvd
Green, Ohio 44685
Attention: Treasurer

A Party may change its contact information and contact person for the purposes of this Article by giving notice thereof to the other Party in the manner required herein.

SECTION 18. DEFAULT

(a) Events of Default by Tenant. The occurrence of any one or more of the following events shall constitute a substantial default of this Lease by Tenant:

- (i) Tenant fails to maintain all insurance required hereunder to be maintained and fails to cure such failure within forty-five (45) days following notice from Landlord.
- (ii) Tenant fails to perform or observe any other material term, condition, covenant, or obligation required to be performed or observed by it under this Lease and fails to cure such failure within ninety (90) days after notice thereof from Landlord provided that if such default cannot reasonably be cured within the ninety (90) day period, then the ninety (90) day period shall be extended and Tenant shall not be considered in default so long as Tenant commences to cure the default within the first ninety (90) days following Landlord's notice and pursues such cure to completion using commercially reasonable efforts.

(b) Landlord's Remedies for Tenant Default. Upon the occurrence of any event of substantial Tenant default and after the expiration of any applicable grace or cure period, Landlord shall have the following rights and remedies, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (i) Landlord may re-enter the Premises, cure any substantial default of Tenant and seek recovery of its damages from Tenant.
- (ii) Landlord may terminate this Lease or Tenant's right to possession under this Lease, in which event: (a) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to

possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; and (b) Landlord may re-enter the Premises and dispose Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy that Landlord may have for possession or otherwise in law or at equity.

- (iii) Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings, and other remedies were not provided for herein

(c) Events of Default by Landlord. The occurrence of any one or more of the following events shall constitute a substantial default of this Lease by Landlord:

- (i) Landlord fails to maintain all insurance required hereunder to be maintained and fails to cure such failure within forty-five (45) days following notice from Tenant.
- (ii) Landlord fails to perform or observe any other material term, condition, covenant, or obligation required to be performed or observed by it under this Lease and fails to cure such failure within ninety (90) days after notice thereof from Tenant provided that if such default cannot reasonably be cured within the ninety (90) day period, then the ninety (90) day period shall be extended and Landlord shall not be considered in default so long as Landlord commences to cure the default within the first ninety (90) days following Tenant's notice and diligently pursues such cure to completion.

(d) Tenant's Remedies for Landlord Default. Upon the occurrence of any event of substantial Landlord default after any applicable grace or cure period, Tenant shall have the following rights and remedies, any one or more of which may be exercised without further notice to or demand upon Landlord:

- (i) Tenant may cure any substantial default of Landlord, in which event Landlord shall reimburse Tenant for any cost and expenses that Tenant may incur to cure such default.
- (ii) Tenant may terminate this Lease.

(e) Additional Remedies and Waivers. The rights and remedies of Landlord and Tenant set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction

by Landlord or Tenant shall constitute a waiver of a default and no waiver of default shall be effective unless it is in writing, signed by the Party waiving such default.

SECTION 19. RIGHTS CUMULATIVE

Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies, and benefits or of any other rights, remedies, and benefits allowed by law.

SECTION 20. MITIGATION OF DAMAGES

Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this Lease committed by the other.

SECTION 21. ENTIRE AGREEMENT AND JOINT PREPARATION

This Lease shall constitute the entire agreement of the Parties hereto; all prior agreements between the Parties except for the Cooperative Agreement and Subsequent Lease are merged herein and shall be of no force and effect. This Lease cannot be changed, modified, or discharged orally but only by an agreement in writing signed by the Party against whom enforcement of the change, modification, or discharge is sought. This Lease has been negotiated by and between the Parties and shall be deemed to be jointly prepared. It is understood that in the event the obligations of the parties as set forth in this Lease should conflict with the parties' obligations under the Subsequent Lease, the Subsequent Lease shall prevail.

SECTION 22. BINDING UPON SUCCESSORS

The covenants, conditions, and agreements made and entered into by the Parties hereto shall be binding upon and inure to the benefit of their respective successor and assigns.

SECTION 23. FORCE MAJEURE

If either Party hereto shall be delayed or hindered in or prevented from the performance of any obligation required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, military or usurped power, sabotage, unusually severe weather, fire or other casualty, or other reason (but excluding inadequacy of insurance proceeds, financial inability, or the lack of suitable financing) of a like nature beyond the reasonable control of the Party delayed in performing its obligations under this Lease, the time for performance of such obligation shall be extended for the period of the delay.

SECTION 24. MEMORANDUM OF LEASE

Landlord and Tenant shall record a short form memorandum of the Lease with the Fiscal Office of Summit County, Ohio, in accordance with Ohio Revised Code 5301, which shall describe the term, renewal rights and other such pertinent information as such Party deems appropriate. However, the failure to record such a short form memorandum shall not affect or impair the validity or effectiveness of the Lease as between the Parties, their successors or assigns.

SECTION 25. HEADINGS

The headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease.

SECTION 26. GOVERNING LAW.

This Lease shall be governed, construed and interpreted by, through and under the laws of the State of Ohio. Legal proceedings related to this Lease shall be brought in the Court of Common Pleas of Summit County, Ohio which shall have exclusive jurisdiction.

SECTION 27. COUNTERPARTS.

This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

SECTION 28. SEVERABILITY.

If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

{Remainder of This Page Intentionally Left Blank; Signature Pages Follow}

IN WITNESS WHEREOF, the Parties hereto have executed effective as of the Commencement Date.

LANDLORD:

City of Green, Ohio

By:

Rocco P. Yeargin, Mayor

Approved as to Form:

Lisa Carey Dean, Law Director

STATE OF OHIO :
:ss.
COUNTY OF SUMMIT :

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Rocco P. Yeargin, Mayor of the City of Green, a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio, for and on behalf of said municipal corporation.

Notary Public

TENANT:
Board of Education of the Green Local
School District

By: _____
Bob Campbell, President

By: _____
Eydie Snowberger, Treasurer

STATE OF OHIO :
:ss.
COUNTY OF SUMMIT :

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Bob Campbell, President of the Board of Education of the Green Local School District, an Ohio public school district and political subdivision of the State of Ohio, for and on behalf of said School District.

Notary Public

STATE OF OHIO :
:ss.
COUNTY OF SUMMIT :

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Eydie Snowberger, Treasurer of the Board of Education of the Green Local School District, an Ohio public school district and political subdivision of the State of Ohio, for and on behalf of said School District.

Notary Public

#02979 6/30/25
KRISTEN M. SCALISE CPA, CFE

Summit County Fiscal Officer

\$ A \$ exempt
Fee Consideration

☒ Transferred

☐ Transfer Not Necessary

by Sharon, Deputy Fiscal Officer
In Compliance with ORC 219.202

VL

CR/563

Descriptions Approved by Tax Maps

Approval Good for 30 Days From: 06/14/2025

QUIT CLAIM DEED

City of Green; & Green Local Schools Board of Education htta The Board of Education of Green Township; hereafter known as Grantor(s), for \$10 and other valuable consideration paid, grants, releases and forever quit-claims to City of Green; hereafter known as Grantee(s), their heirs and or assigns forever, whose tax mailing address is PO Box 278, Green OH 44232 all of (his/her/their) rights in the following described property:

See attached exhibit A.

PN 2817723

~~Prior PARCEL NO: 2802657 & 2816034~~

~~Routing: GR0056301002000 & GR00563B4001000~~

Prior Deed Instrument Number: 55051299 & 56078467

UNDER AND SUBJECT to building and use restrictions; easements, prior grants, reservations or lease of minerals; or other conditions, if any, of record or apparent upon inspection of said property.

IN WITNESS WHEREOF WE have hereunto set our hand this 15th DAY
OF April, 2025.

Rocco Yeargin
Rocco Yeargin, Mayor, City of Green

STATE OF OHIO
COUNTY OF Summit

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

The foregoing instrument was acknowledged before me, a Notary Public, in and for said County and State, this 15 DAY OF April, 2025, by Rocco Yeargin, Mayor of The City of Green; Grantor(s).

Sharon Salem
Notary Public

My Commission Expires 12-11-26



Sharon Salem
Notary Public, State of Ohio

Printed Name: Robert S. Campbell

Title: BOARD PRESIDENT

Green Local Schools Board of Education htta The Board of Education of Green Township

STATE OF OHIO
COUNTY OF Summit

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

The foregoing instrument was acknowledged before me, a Notary Public, in and for said County and State, this 29th DAY OF May, 2025, by

Robert S. Campbell, of Green Local Schools Board of Education htta The Board of Education of Green Township; Grantor(s).

Alicia Austin
Notary Public
My Commission Expires 1-29-2027



Alicia A. Austin
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 1-29-2027

THIS INSTRUMENT PREPARED BY: BRITTANY MICHAEL, Esq.
1525 Corporate Woods Pkwy #200 Uniontown, OH 44685

Greensburg Road Consolidated Parcel
6.2798 acres

Situated in the City of Green, formerly Green Township, Summit County, Ohio and known as being part of the northeast Quarter of Section 28 of said former township, also being part of land conveyed to the City of Green by deeds recorded in Document Number 54863033 and Document Number 55051299 of the Summit County Records and all of land conveyed to the Board of Education of Green Township by deed recorded in Document Number 56078467 (parcel A) of the Summit County Records and more fully described as follows:

Commencing at a capped rebar found (marked "GPD", 4 inches deep) at the northeasterly corner of Lot 63 of the Stoney Creek Estates Phase 1 Subdivision on the southerly right of way line of Stoney Pointe Drive (right of way varies) as shown on the plat recorded in Document Number 54968264 of the Summit County Records and the **TRUE PLACE OF BEGINNING** for the land herein described;

1) Thence **N.89°19'02"E., 20.05 feet** along the southerly right of way line of said Stoney Pointe Drive to a capped rebar set (5 /8 inch diameter, 30 inches long, cap marked "CORDI 8270", typical) at a Point of Curvature;

2) Thence along the arc of a curve to the left in the southeasterly right of way line of said Stoney Pointe Drive, said curve having the following properties:

arc length = 304.42 feet
radius = 345.00 feet
chord bearing = N.64°02'20"E.
chord length = 294.64 feet
delta angle = 50°33'23"
tangent = 162.92 feet

to a capped rebar set at a Point of Reverse Curve;

3) Thence along the arc of a curve to the right in the southeasterly right of way line of said Stoney Pointe Drive, said curve having the following properties:

arc length = 24.07 feet
radius = 25.00 feet
chord bearing = N.66°20'35"E.
chord length = 23.15 feet

PN 2817723
Rtg GR0056365004000



delta angle = 55°09'52"
tangent = 13.06 feet

to a capped rebar set at a Point of Reverse Curve;

4) Thence along the arc of a curve to the left in the southeasterly right of way line of said Stoney Pointe Drive, said curve having the following properties:

arc length = 121.85 feet
radius = 50.00 feet
chord bearing = N.24°06'37"E.
chord length = 93.86 feet
delta angle = 139°37'47"
tangent = 136.01 feet

to a capped rebar set at a Point of Reverse Curve;

5) Thence along the arc of a curve to the right in the southeasterly right of way line of said Stoney Pointe Drive, said curve having the following properties:

arc length = 22.65 feet
radius = 25.00 feet
chord bearing = N.19°44'59"W.
chord length = 21.88 feet
delta angle = 51°54'36"
tangent = 12.17 feet

to a capped rebar set at a Point of Reverse Curve;

6) Thence along the arc of a curve to the left in the southeasterly right of way line of said Stoney Pointe Drive, said curve having the following properties:

arc length = 14.27 feet
radius = 195.00 feet
chord bearing = N.04°06'32"E.
chord length = 14.27 feet
delta angle = 4°11'34"
tangent = 7.14 feet

to a capped rebar set at a Point of Tangency;

DOC # 56956959



7) Thence **N.02°00'42"E., 114.84 feet** along the southeasterly right of way line of said Stoney Pointe Drive to a capped rebar set;

8) Thence along the arc of a non tangent curve to the right in the southeasterly right of way line of said Stoney Pointe Drive, said curve having the following properties:

arc length = 37.62 feet
radius = 68.81 feet
chord bearing = N.20°36'16"E.
chord length = 37.15 feet
delta angle = 31°19'30"
tangent = 19.29 feet

to a capped rebar set;

9) Thence along the arc of a curve to the left in the southeasterly right of way line of said Stoney Pointe Drive, said curve having the following properties:

arc length = 36.88 feet
radius = 112.00 feet
chord bearing = N.26°50'01"E.
chord length = 36.71 feet
delta angle = 18°52'00"
tangent = 18.61 feet

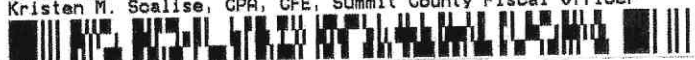
to a capped rebar set;

10) Thence along the arc of a curve to the right in the southeasterly right of way line of said Stoney Pointe Drive, said curve having the following properties:

arc length = 40.49 feet
radius = 257.00 feet
chord bearing = N.21°54'50"E.
chord length = 40.45 feet
delta angle = 9°01'39"
tangent = 20.29 feet

to a capped rebar set;

DOC # 56956959



11) Thence along the arc of a non tangent curve to the right in the southeasterly right of way line of said Stoney Pointe Drive, said curve having the following properties:

arc length = 7.92 feet
radius = 25.00 feet
chord bearing = S.85°50'39"E.
chord length = 7.88 feet
delta angle = 18°08'28"
tangent = 3.99 feet

to a Point of Tangency on the southerly right of way line of Greensburg Road (right of way varies);

12) Thence **S.76°46'25"E., 82.12 feet** along the southerly right of way line of said Greensburg Road to a capped rebar set on the westerly line of a parcel now or formerly owned by Susan K. Kleckner, Trustee as recorded in Document Number 56204518 of the Summit County Records;

13) Thence **S.02°43'22"W., 329.44 feet** along the westerly line of said Kleckner parcel to the southwest corner of said Kleckner parcel, witness a capped rebar found 0.09 feet north and 0.07 feet west (marked EDG);

14) Thence **S.76°46'25"E., 322.00 feet** along the southerly line of said Kleckner parcel and the southerly line of parcels now or formerly owned by Joshua A. Bennett as recorded in Document Number 56474872 of the Summit County Records, Dale A. Tompkins and Barbara J. Tompkins as recorded in Official Record 2126, Page 926 of the Summit County Records and Nathan R. Syplot and Kaylee M. Syplot as recorded in Document Number 55706791 of the Summit County Records to the southeasterly corner of said Syplot parcel, witness a capped rebar found 0.14 feet north (marked EDG);

15) Thence **N.02°43'22"E., 329.44 feet** along the easterly line of said Syplot parcel to the southerly right of way line of said Greensburg Road, witness a capped rebar found 0.18 feet north and 0.16 feet west (marked EDG);

16) Thence **S.76°46'25"E., 50.00 feet** along the southerly right of way line of said Greensburg Road to the northwesterly corner of a parcel now or formerly owned by the City of Green as recorded in Document Number 56153339 of the Summit County Records, witness a capped rebar found 0.09 feet west (marked EDG);

DOC # 56956959



17) Thence **S.02°43'22"W., 611.44 feet** along the westerly line of said City of Green parcel to a corner of said City of Green parcel;

18) Thence **N.80°58'33"W., 227.82 feet** along the northerly line of said City of Green parcel to a capped rebar set at the northeasterly corner of the Greensburg Cemetery;

19) Thence **N.87°25'33"W., 491.32 feet** along the northerly line of said Greensburg Cemetery and the new division line to a capped rebar set on the westerly line of a parcel now or formerly owned by Stoney Creek Properties LTD. as recorded in Document Number 55557363 parcel 3 of the Summit County Records;

20) Thence **N.27°14'58"W., 200.87 feet** along the easterly line of said Stoney Creek Properties parcel and the easterly line of said Lot 63 to the **TRUE PLACE OF BEGINNING** and containing **6.2798 acres** of land as surveyed by Jeffrey A. Cordi (Ohio Professional Surveyor Number 8270) in May of 2022 and subject to all legal highways, easements and restrictions of record.

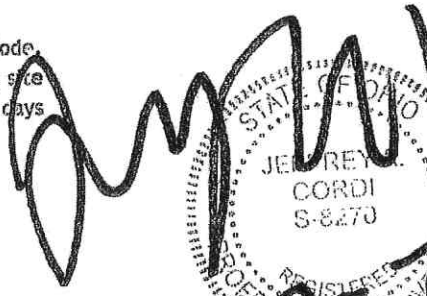
Bearings are based on the Survey Plat recorded in Document Number 56078468 of the Summit County Records.

Approved by the City of Green Planning and Zoning Commission
(No Plat Required)

(Date: March 14, 2025)

Wayne W. Wells
Planning Director

As provided for in Section 711.131 of the Revised Code,
State of Ohio, approval for transfer only, no building site
approval, shall be valid for one hundred eighty (180) days
from the date of approval.


11-30-2022
A circular professional seal for Jeffrey A. Cordi, Ohio Professional Surveyor Number 8270, is stamped over the signature and date. The seal contains the text 'STATE OF OHIO', 'JEFFREY A. CORDI', 'S-8270', and 'REGISTERED PROFESSIONAL SURVEYOR'.

