

BUILDING LEASE AGREEMENT

THIS BUILDING LEASE AGREEMENT ("Lease"), made this ____ day of July, 2026, (the Commencement Date") by and between 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 "Lessor"), and 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 "Lessee"). Lessor and Lessee may each be referred to individually or collectively as a "Party" or the "Parties".

WITNESSETH:

WHEREAS, Pursuant to a Ground Lease Agreement dated as of July ___, 2026, between the City of Green, Ohio as the "Landlord" and the Board of Education of the Green Local School District as the "Tenant", a Memorandum of which was recorded on _____, 2026 as Instrument No. _____ in the Official Records of Summit County, Ohio, Lessor currently leases from Lessee 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 (the "Property").

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"), Lessor is constructing a bus garage and storage facility upon the Property;

WHEREAS, Section 2.4(d) of the Cooperative Agreement requires that the Lessor subsequently lease a portion of the Property to the City for storage of vehicles, supplies, materials, and equipment as customarily used by an Ohio municipal corporation. The portion of the Property to be leased to the City is generally depicted in green in Exhibit B attached hereto (the "Leased Premises"), and this Lease fulfills the requirements of said Section 2.4(d) of the Cooperative Agreement; and

WHEREAS, Lessor is authorized to execute this Lease pursuant to Resolution No. ____ adopted by the Lessor's Board of Education on July ___, 2026, and Lessee is authorized to execute this Lease pursuant to _____ adopted by the Lessee'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

Lessor, in consideration of the covenants and agreements to be performed by Lessee, does hereby lease the Leased Premises unto Lessee, and Lessee hereby leases the Leased Premises from Lessor provided however, that Lessor shall have the exclusive right at all times to use Bay #1 of the Storage Building located within the Leased Premises as depicted in Exhibit B.

SECTION 2. COMMON AREAS/RESTROOMS.

(A) Common Areas. In addition to the Leased Premises, Lessee shall have the use of those certain common areas from time to time on the Property including but not limited to parking areas, access roads and facilities, interior corridors, sidewalks, driveways and landscaped and open areas (collectively, the "Common Areas"). The use of the Common Areas shall be for the nonexclusive use of Lessee and Lessee's employees, agents, suppliers, customers and patrons, in common with Lessor and all such other persons to whom Lessor has previously granted, or may hereinafter grant, rights of usage; provided that such nonexclusive use shall be subject to such reasonable rules and regulations which may be adopted by the Lessor from time to time and which do not unreasonably and materially interfere with Lessee's use and occupancy of the Leased Premises. Lessee shall not be entitled to use the Common Areas for storage of goods, vehicles, refuse or any other items. Lessor reserves the right to alter, modify, enlarge, diminish, reduce or eliminate the Common Areas from time to time in its reasonable discretion; provided, however, it does not unreasonably and materially interfere with Lessee's use and occupancy of the Leased Premises. It is understood that the area in Exhibit B titled "CITY OF GREEN MATERIAL STORAGE AND LAY DOWN AREA" is part of the Leased Premises and not part of the Common Areas.

(B). Restrooms. The five restrooms located in Lessor's building and depicted in Exhibit B (the "Restrooms") shall be open for use to the public from the adjacent public park owned and operated by the City provided that such public use does not interfere with the Lessor's use of its building. Two additional restrooms shall be made available by mutual agreement upon request by the City.

SECTION 3. TERM

The initial term of this Lease shall commence as of the Commencement Date and shall expire on the earlier of either (i) _____, 2105 or (ii) the earlier expiration or termination of the Ground Lease Agreement.

SECTION 4. RENT

Lessee shall pay to Lessor 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 5. CONDITION OF LEASED PREMISES

Lessee agrees to take the Leased Premises in its current condition.

SECTION 6. USE AND OCCUPANCY

(a) Lessee shall use the Leased Premises for the storage of vehicles, supplies, materials, and equipment as customarily used by an Ohio municipal corporation. Lessee shall use and occupy the Leased Premises in a careful, safe and proper manner. Uses of the Leased Premises by Lessee in a manner that is inconsistent with this Lease shall require Lessor's prior approval, and such approval shall not to be unreasonably withheld.

(b) Lessee shall at all times conduct its operations on the Leased Premises and use the Leased Premises in a lawful manner and shall, at Lessee'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.

(c) Lessee agrees that no improvements, alterations or changes of any nature shall be made to the Leased Premises or the Property by Lessee without first obtaining the express written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, and thereafter. Any Lessee improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations. Lessee shall be solely responsible for the costs of constructing the Lessee improvements.

SECTION 7. NUISANCES

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

SECTION 8. MAINTENANCE AND REPAIRS.

Lessee shall be responsible for the maintenance and repair of the Leased Premises and shall keep the Leased Premises in a safe and sanitary condition and in a good state of repair except for repairs and maintenance that are required by reason of the negligent acts of Lessor, its employees, agents, invitees, licensees, or contractors. Lessee shall also be responsible for the maintenance and repair of the landscape of the Property and shall keep the landscape in a safe and sanitary condition and in a good state of repair so that the parties may conduct their operations at all times, provided, however, that Lessor shall be responsible for snow removal from the parking and driveway areas of the Property on those days that the Lessor's schools are not closed due to inclement weather but only as is necessary to ensure the ingress and egress of the Lessor's vehicles and school buses. Lessor shall be responsible for the maintenance and repair of the building generally depicted in orange in Exhibit B, including the Restrooms except that Lessee shall be responsible for

the repair of any damages to the Restrooms caused by public use pursuant to Section 2(B) and for janitorial services to the Restrooms pursuant to Section 12 herein.

SECTION 9. LESSEE'S ACCESS.

Lessee shall have access to the Leased Premises and Common Areas at all times. Lessor shall equip the Leased Premises with and provide keycards and keys for Lessee's use. The distributions of the keycards and keys for the building, garage bays, gate access, and doors to the restrooms is set forth in the Key Chart attached hereto as Exhibit C. No duplicate keycards shall be made by Lessee, and Lessee shall be responsible for the reasonable costs of replacing lost keycards. Upon the expiration or termination of this Lease, Lessee shall surrender to Lessor all keycards.

SECTION 10. LESSEE'S ACCESS.

Lessee shall permit Lessor and its authorized representatives to enter the Leased Premises at reasonable times for the purpose of providing services as described in this Lease and, following notice from Lessor, for the purpose of inspecting the Leased Premises and making any necessary modifications or repairs thereto. Notwithstanding the foregoing, Lessor shall have the right to immediately enter the Leased Premises without first giving notice to the Lessee for the purpose of utilizing the Bus Garage Bay or in the event of an emergency where the nature of the emergency will not reasonably permit the giving of notice.

SECTION 11. UTILITIES

Lessor agrees to provide water, sewer, electricity and gas service to the Leased Premises provided that Lessor makes no guarantees or warranties against disruption or unviability of such services. Inasmuch as the utilities to the Leased Premises are separately metered, Lessee shall be solely responsible for payment of utilities to the Leased Premises. Lessee shall be responsible for providing any other utilities to the Lease Premises including but not limited to telephone, internet and Wi-Fi service.

SECTION 12. JANITORIAL

Lessee shall be solely responsible for providing cleaning and janitorial services to the Leased Premises and Public Parks Restrooms, including but not limited to dusting, vacuuming, mopping, sweeping floors, emptying trash to a receptacle located on the Property and designated by Lessor, wiping down high-touch surfaces, cleaning the windows and replacement of light bulbs.

SECTION 13. SUBLEASE OR ASSIGNMENT

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

SECTION 14. CONDEMNATION

A taking of the Property or Leased Premises by appropriation or eminent domain shall be governed by Section 9 of the Ground Lease Agreement.

SECTION 15. DESTRUCTION OR DAMAGE TO PREMISES

Destruction or damage to the Property or the Leased Premises shall be governed by Section 10 of the Ground Lease Agreement.

SECTION 16. RULES AND REGULATIONS

Lessor has the right to promulgate reasonable rules and regulations concerning the operation of the Leased Premises and Property and Lessee shall comply with any such rules and regulations as imposed from time to time provided such rules and regulations do not unreasonably and materially interfere with Lessee's use and occupancy of the Leased Premises.

SECTION 17. COVENANT OF TITLE AND PEACEFUL POSSESSION

If Lessee shall perform all the covenants and provisions of this Lease to be performed by Lessee, Lessee shall, during the term hereby demised, freely, peaceably, and quietly enjoy and occupy the full possession of the Leased Premises free from actions by or through Lessor or a third party.

SECTION 18. INSURANCE

(a) Casualty Insurance. Lessor shall at all times during the term of this Lease carry fire, casualty, and extended coverage insurance on the improvements to the Property in an amount equal to the full replacement cost thereof. Lessee shall at all times during the term of this Lease carry fire, casualty, and extended coverage insurance on Lessee's personal property in the Leased Premises 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 19. REAL ESTATE TAXES & ASSESSMENTS

(a) Taxes. In the event that the Property shall lose its tax exempt status due to the Lessee's use and occupancy of the Leased Premises, then Lessee will reimburse Lessor for real property taxes for the Property in the Proportionate Share of the percentages as provided for in the Cooperative Agreement upon receipt of the following: (1) a copy of Lessor's tax bill which shall be provided to Lessee not later than sixty (60) days following Lessor's receipt thereof, (2) written documentation showing the taxes attributable to Lessee's use and occupancy of the Property, and (3) any other notices received by Lessor addressing the taxable status of the Property. Lessee shall have the right to appeal any determination relating to the taxable status of the Property related to Lessee's use and occupancy thereof, and Lessor shall designate Lessee 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 Property, including but not limited to submission of an Application for Real Property Tax Exemption and Remission with Summit County, Ohio.

(c) Assessments. Lessor shall be responsible for assessments to the Leased Premises that benefit solely the Lessor, and Lessee shall be responsible for assessments that benefit solely the Lessee. For assessments that benefit both the Lessor and Lessee, the Lessor's responsibility for the assessments shall be in proportion to the percentage Per the Cooperative Agreement.

SECTION 20. SURRENDER

Lessee shall deliver up and surrender to Lessor possession of the Leased Premises upon the expiration or earlier termination of this Lease in as good condition and repair as the same shall be at Commencement Date, but subject to reasonable wear, tear, depreciation and decay. Prior to Lessee vacating or delivering the Leased Premises to Lessor, Lessee shall, at Lessee's sole cost and expense, remove from the Leased Premises all personal property and Lessee shall repair any and all damage to the Leased Premises or the Building caused by such removal. Any property not so removed shall be deemed abandoned by Lessee and may be retained by Lessor, or may, at Lessor's option, be

removed by Lessor and the cost of such storage and/or removal shall be reimbursed to Lessor by Lessee upon demand. It is understood that this Section 20 shall only apply in the event that this Lease shall expire or terminate prior to the expiration or termination of the Ground Lease Agreement.

SECTION 21. HOLDING OVER

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

SECTION 22. 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 Lessee to:	City of Green, Ohio 1755 Town Park Blvd Green, Ohio 44685 Attention: [_____]
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If to the Lessor to:	Green Local School District 1755 Town Park Blvd Green, Ohio 44685 Attention: Treasurer
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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 23. DEFAULT

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

- (i) Lessee fails to maintain all insurance required hereunder to be maintained and fails to cure such failure within forty-five (45) days following notice from Lessor.

- (ii) Lessee 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 Lessor 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 Lessee shall not be considered in default so long as Lessee commences to cure the default within the first ninety (90) days following Lessor's notice and pursues such cure to completion using commercially reasonable efforts.

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

- (i) Lessor may re-enter the Leased Premises, cure any substantial default of Lessee and seek recovery of its damages from Lessee.
- (ii) Lessor may terminate this Lease or Lessee's right to possession under this Lease, in which event: (a) neither Lessee nor any person claiming under or through Lessee shall thereafter be entitled to possession of the Leased Premises, and Lessee shall immediately thereafter surrender the Leased Premises to Lessor; and (b) Lessor may re-enter the Leased Premises and dispose Lessee or any other occupants of the Leased Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy that Lessor may have for possession or otherwise in law or at equity.
- (iii) Lessor 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 Lessor. The occurrence of any one or more of the following events shall constitute a substantial default of this Lease by Lessor:

- (i) Lessor fails to maintain all insurance required hereunder to be maintained and fails to cure such failure within forty-five (45) days following notice from Lessee.
- (ii) Lessor 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 Lessee 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 Lessor shall not be considered in default so long as Lessor commences to cure the default within the first ninety (90) days following Lessee's notice and diligently pursues such cure to completion.

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

(i) Lessee may cure any substantial default of Lessor, in which event Lessor shall reimburse Lessee for any cost and expenses that Lessee may incur to cure such default.

(ii) Lessee may terminate this Lease.

(e) Additional Remedies and Waivers. The rights and remedies of Lessor and Lessee 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 Lessor or Lessee 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 24. 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 25. MITIGATION OF DAMAGES

Notwithstanding any of the terms and provisions herein contained to the contrary, Lessor and Lessee 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 26. 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 Ground Lease Agreement 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 Ground Lease Agreement, this Lease shall prevail.

SECTION 27. 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 28. 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 29. MEMORANDUM OF LEASE

Lessor and Lessee 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 30. 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 31. 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 32. 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 33. 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.

SECTION 34. SIGNS.

Lessee may, subject to Lessor's approval not to be unreasonably withheld, conditioned or delay, install at Lessee's cost and expense such exterior and interior signs at Property as are reasonably required to direct guests or to advertise Lessee's operations provided that such signs comply with all applicable legal requirements and approvals from governmental authorities with jurisdiction.

SECTION 35. DAMAGES AND THEFT.

Neither Lessor nor Lessee shall be liable for the theft, loss or misappropriation of either's property, or for any damage or injury thereto, or for the death or injury of either's officers, agents, employees, customers, invitees or contractors or any other person, or for damage to either's property caused by fire, casualty, water, rain, sprinklers, snow, frost, ice, steam, heat, cold, dampness, falling plaster, water coming in the roof, walls or foundations, explosions, sewers or sewage, gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or by any act or neglect of any person. Lessee and Lessor shall give written notice to the other in case of fire or accident in, on or about the Leased Premises or any damage, death, injury or defect therein.

SECTION 36. SUBORDINATION OF LEASE.

Upon request of Lessor, Lessee will subordinate its rights hereunder to the lien of any security now or hereafter in force against the Property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or lessor under such lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or lease, so long as Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

SECTION 37. ESTOPPEL CERTIFICATE.

Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then

that the same is in full force and effect except as modified and stating the modifications, stating the dates to which rent has been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

[SIGNATURE PAGE FOLLOWS]

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

LESSEE:

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

LESSOR:
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 Fee \$ 22,000.00 Consideration

☒ Transferred
☐ Transfer Not Necessary
by [Signature], Deputy Fiscal Officer
In Compliance with ORC 219.202

VL

GR/563

Descriptions Approved by Tax Maps
Approval Good for 30 Days From: 06/13/2025

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.

[Signature]
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 southwesterly 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 required. Valid for one hundred eighty (180) days
from the date of approval.



Exhibit C

Gate Access	12 keycards
Storage Building Access	5 physical keys
Garage Doors	2 over head door openers per door
Public Restroom Doors	5 physical keys for exterior door; 5 physical keys for interior doors

Chart represents a minimum amount of key/keycards.