

RESOLUTION APPROVING A REAL ESTATE SALE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY AND THE KEYBANK NATIONAL ASSOCIATION FOR THE PURCHASE OF PROPERTY AT 22 EAST JEFFERSON STREET, JEFFERSON VILLAGE

WHEREAS, the Board of Commissioners of Ashtabula County desire to purchase property located at 22 East Jefferson Street, Jefferson, OH 44047 for use by Ashtabula County; and

WHEREAS, a Real Estate Sale Agreement with Keybank National Association has been presented for the approval of the Board, to-wit:

Property Location: 22 East Jefferson Street, Jefferson, OH 44047

Permanent Parcel No.: 05-206-00-002-0

Buyer: Ashtabula County Board of Commissioners, 25 W. Jefferson St., Jefferson, OH 44047

Seller: Keybank National Association, P. O. Box 94839, Cleveland, OH 44101

Purchase Price: \$425,000.00

Term: assuming there are no defects with the property, closing will occur in approximately 60 days; now

NOW, THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Real Estate Purchase Agreement, as noted above, is hereby approved in accordance with the copy of said Agreement now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-306

August 10, 2021

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Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this “**Agreement**”) is dated as of August 10, 2021 (the “**Effective Date**”), by and between KEYBANK NATIONAL ASSOCIATION, a national banking association (“**Seller**”) and ASHTABULA COUNTY, an Ohio political subdivision, by and through the Board of Ashtabula County Commissioners (“**Purchaser**”).

BACKGROUND

A. Seller owns the real property located at 22 East Jefferson, Jefferson, Ohio 44047 and more particularly described on **Exhibit A** attached to and made a part of this Agreement, together with all buildings, improvements, appurtenant rights, privileges and easements with respect to such property (collectively, the “**Property**”).

B. Seller wishes to sell, and Purchaser wishes to purchase, all of Seller’s right, title and interest in and to the Property, on the terms, conditions and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, Seller and Purchaser agree as follows:

1. Purchase and Sale; Conveyance. Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, all of Seller’s right, title and interest in and to the Property upon the terms, conditions and provisions set forth in this Agreement. Seller shall convey the Property to Purchaser by limited warranty deed (the “**Deed**”) subject only to the Permitted Exceptions (as defined below) and matters that would be shown by an accurate survey of the Property.

2. Purchase Price. The purchase price for the Property shall be FOUR HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$425,000.00) (the “**Purchase Price**”). Purchaser shall pay the Purchase Price as follows:

(a) TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) in cash, certified check, or other immediately available funds, as earnest money (the “**Deposit**”) shall be deposited into an interest-bearing escrow account (the “**Escrow Account**”) with the Title Insurer (as defined below) within five (5) business days after the full execution of this Agreement. All interest earned on the Deposit shall be deemed to be included in the term “Deposit.”

(b) The balance of the Purchase Price, plus or minus the prorations authorized by this Agreement, shall be delivered to Seller at the Closing (as defined below) in cash, certified check, or other immediately available funds.

3. Title Commitment. Purchaser shall, at its sole cost and expense, obtain a commitment for an ALTA Owner’s Form policy of title insurance (the “**Commitment**”),

together with copies of all title exceptions shown or referenced in the Commitment (the “**Underlying Documents**”). The Commitment shall be (i) in the amount of the Purchase Price, (ii) dated as of the most recent date available from the Title Insurer, (iii) issued by the Cleveland, Ohio office of Chicago Title Insurance Company (the “**Title Insurer**”), and (iv) show fee simple title to the Property in Seller or an affiliate of Seller.

4. Survey. If Purchaser elects, Purchaser may, at its sole cost and expense, obtain an ALTA survey of the Property prepared by a surveyor licensed by the State of Ohio and in accordance with the “Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys” jointly established and adopted by ALTA and NSPS in 2021 and certified to Purchaser, Seller, Title Insurer, and such additional persons or entities as Purchaser may reasonably require (the “**Survey**”).

5. Title and Survey Review.

(a) Purchaser shall have thirty (30) days from the Effective Date (the “**Title Review Period**”) to review the Commitment, Underlying Documents, and if obtained by Purchaser, the Survey. If, within the Title Review Period, Purchaser serves written notice (the “**Title Notice**”) on Seller that the Commitment or Survey contains any matter, exception or exceptions, other than those described in the last sentence of this Paragraph 5(a), which Purchaser deems unacceptable in Purchaser’s reasonable discretion (the “**Unpermitted Exceptions**”), then Seller shall have the right, but not the obligation, within thirty (30) days after the date of such notice (the “**Cure Period**”) to cure such defects by (x) removing such Unpermitted Exceptions, or (y) causing the Title Insurer to provide an affirmative endorsement insuring Purchaser over the effect of such Unpermitted Exceptions, except for monetary liens which Seller may discharge on the Closing Date (as defined below). If applicable, the Closing Date shall be extended to permit the running of the Cure Period. All existing exceptions not objected to in the Title Notice as being Unpermitted Exceptions are hereinafter referred to as “**Permitted Exceptions**”. In addition, the following matters shall also be deemed Permitted Exceptions: (1) then current general and special real estate taxes and assessments which are a lien but are not due and payable at the time the Deed is filed for record, (2) matters created, suffered or permitted by or through the Purchaser, (3) roads, highways and other public rights of way, (4) zoning, land use and other governmental laws, rules and regulations, and (5) matters which would be revealed by an accurate survey of the Property.

(b) If Seller is unable or unwilling to cause any or all of the Unpermitted Exceptions to be removed or insured over by endorsement as described above, Purchaser shall have the right to:

(i) terminate this Agreement by sending written notice of such termination to Seller within ten (10) days after the expiration of the Cure Period, in which event the Deposit shall be refunded to Purchaser promptly as Purchaser’s sole and exclusive remedy, and thereafter neither Seller nor Purchaser shall have any further obligations under this Agreement except as explicitly stated herein; or

(ii) waive its objection to such Unpermitted Exceptions and accept title to the Property subject thereto without reducing the Purchase Price or providing a credit thereto, in which case such Unpermitted Exceptions shall be deemed Permitted Exceptions (Purchaser being deemed to have elected this option (ii) if it fails to terminate this Agreement in accordance with the immediately preceding option (i)).

(c) If Purchaser has not delivered the Title Notice to Seller by the expiration of the Title Review Period, Purchaser shall be deemed to have waived the provisions of this Paragraph 5.

6. Purchaser's Review.

(a) Within three (3) business days after the Effective Date, Seller shall provide to Purchaser, to the extent such items are contained in Seller's electronic central property file and relate to the Property, site plans, surveys, previous title searches, commitments and title policies, as-built drawings, soil reports, environmental reports, leases, and permits (collectively, the "**Seller Property Documents**"). The Seller Property Documents will be provided without representation or warranty of any kind whatsoever.

(b) Subject to the provisions of Paragraph 7 below, Purchaser shall have thirty (30) days from the Effective Date (the "**Feasibility Review Period**") to conduct a physical inspection of the Property and perform such examinations and inspections reasonably necessary to ascertain whether the condition of the Property (including the environmental condition) is acceptable to Purchaser (the "**Feasibility Review**").

(c) If the Feasibility Review discloses any matters which are not reasonably acceptable to Purchaser ("**Property Defects**"), Purchaser shall so advise Seller in writing (the "**Feasibility Notice**") prior to the expiration of the Feasibility Review Period. Seller shall have the right, but not the obligation, within twenty (20) days after the date of such notice (the "**Property Defects Cure Period**") to cure such defects. If applicable, the Closing Date shall be extended to permit the running of the Property Defects Cure Period. If Seller is unable or unwilling to cause any or all of the Property Defects to be cured during such Property Defects Cure Period, Purchaser shall have the right to:

(i) terminate this Agreement by sending written notice of such termination to Seller within ten (10) days after the expiration of the Property Defects Cure Period, in which event the Deposit shall be refunded to Purchaser promptly as Purchaser's sole and exclusive remedy, and thereafter neither Seller nor Purchaser shall have any further obligations under this Agreement, except as explicitly stated herein; or

(ii) waive its objection to such Property Defects and accept the Property subject thereto without reducing the Purchase Price or providing a credit thereto (Purchaser being deemed to have elected this option (ii) if it fails to

terminate this Agreement in accordance with the immediately preceding option (i)).

(d) Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall conduct no surface or subsurface invasive testing or sampling of the Property (“**Invasive Testing**”) without Seller’s prior written approval, which may be withheld in Seller’s sole discretion.

(e) If Purchaser has not delivered the Feasibility Notice to Seller by the expiration of the Feasibility Review Period, Purchaser shall be deemed to have waived the provisions of this Paragraph 6 and proceed to Closing without reducing the Purchase Price.

7. Purchaser’s Right of Entry.

(a) Seller shall permit Purchaser and its authorized employees, agents, engineers and other representatives to enter upon the Property to conduct the Feasibility Review within the Feasibility Review Period. This right of entry shall be conditioned upon (i) Seller, or a representative or agent designated by Seller, having the right to be present on the Property with Purchaser or its representatives at the time or times that Purchaser is on or about the Property, (ii) Purchaser complying with Seller’s security requirements, and (iii) Purchaser not interfering with the use of the Property by Seller or Seller’s employees, agents, invitees or tenants. Purchaser shall make appropriate arrangements with Seller for access in each instance and shall give Seller not less than two (2) business days’ prior notice of the dates and times at which Purchaser desires to enter the Property.

(b) Purchaser shall have no right to alter the Property in any way or to damage the Property in any respect in connection with its inspections. In the event Purchaser takes any soil borings, the holes shall be filled and the surface restored after the conclusion of such tests.

(c) Subject to Purchaser’s obligations under the Public Records Law, Purchaser and its employees, agents, engineers and other representatives agree to keep the results of the Feasibility Review, together with any other information obtained from Seller or third parties about the Property, including without limitation, the Seller Property Documents (collectively, the “**Confidential Information**”), strictly confidential and shall not disclose the Confidential Information to any third party other than the independent contractors, consultants, lenders, engineers, employees and attorneys of Purchaser who are involved in the substantive evaluation of the Property on behalf of Purchaser (provided that Purchaser shall impose on all such third parties the same confidentiality obligations set forth herein). Purchaser and such third parties shall not use the Confidential Information other than in connection with their examination of the Property. Purchaser shall provide Seller with copies of all reports and other documentation generated as part of the Feasibility Review. If the transaction contemplated by this Agreement is not consummated, Purchaser shall deliver (or cause to be delivered) all

such documentation to Seller, or at Seller's request, Purchaser shall destroy (or cause to be destroyed) all documentation related to the Feasibility Review.

(d) In view of the difficulties of placing a monetary value on the Confidential Information and the foregoing confidentiality obligations, it is agreed and understood that in the event of any breach or threatened breach of Paragraph 7(c) by Purchaser, its employees, agents, engineers and other representatives or any third parties, Seller shall be entitled to injunctive and other equitable relief in any court of competent jurisdiction, and, in the event of a willful or intentional breach hereof by Purchaser or by any person employed by or working as an agent of Purchaser in any manner, Seller shall be entitled to recover its damages attributable to such breach (including reasonable attorneys' fees through all post-judgment and appellate proceedings).

(e) Purchaser shall, at its sole expense, obtain and maintain prior to entering the Property, and shall cause any of its independent consultants ("Consultants") to obtain and maintain prior to entering the Property, from a financially sound insurance company or companies acceptable to Seller, policies of insurance for the following types of coverage and with limits of liability not less than the minimum amounts set forth below:

- (1) workers' compensation and occupational disease insurance with statutory limits and employers' liability insurance with limits of not less than \$500,000; and
- (2) commercial general liability insurance with limits of not less than \$3,000,000 combined single limit, which may be arranged through a combination of primary and excess policies if necessary, for claims of bodily injury and/or property damage, written on an "occurrence" basis and including coverage for personal injury liability, products and completed operations, independent contractors, blanket broad form contractual liability, and explosion, collapse, and underground hazards.

Each such policy shall contain a clause or endorsement under which the insurer waives all right of subrogation against Seller, its agents or employees, with respect to losses payable under such policy.

Prior to entering the Property, Purchaser or any of its Consultants, whichever of them is then entering the Property, shall provide Seller (directed to Diane_Mannarino@KeyBank.com, with a copy to Cathryn.Greenwald@ThompsonHine.com) with a certificate(s) of insurance evidencing that the foregoing policies of insurance have been obtained and are in full force and effect and, except for Purchaser's and the Consultants' workers' compensation insurance coverage, that Seller has been named an additional insured under said policies and said policies shall primary and not contributing to any insurance available to Seller. Said certificate(s) shall also show the expiration date of each policy and provide that Seller shall be given at least ten (10) days' prior written notice of any cancellation or material modification thereof. Neither the purchase of any policy of insurance nor the furnishing of evidence thereof to Seller pursuant hereto shall relieve Purchaser of its indemnification obligations hereunder.

8. Representations and Warranties.

(a) Seller's Representations. Seller hereby makes the following representations, each of which is true and shall be true on the Closing Date in all material respects:

(i) Seller has full power and authority to enter into this Agreement and to perform all the obligations of Seller hereunder and no further consent or approval is required in order to constitute this Agreement a legal, valid and binding obligation of Seller;

(ii) Seller is not a foreign person, as that term is defined under Section 1445 of the Internal Revenue Code, and at Closing, Seller shall provide Purchaser with an affidavit, in customary form (the "**FIRPTA Affidavit**"), establishing that Purchaser is not required to withhold any portion of Seller's proceeds; and

(iii) To Seller's knowledge, Seller has not received written notice of any continuing violation, either by Seller or by any other person for which Seller is or may likely be liable, of any Environmental Law, emanating from or occurring on the Property. As used in this Subparagraph 8(a)(iii), "**Environmental Law**" means any federal, state, or local law, statute, ordinance, regulation, rule, or code ("**Law**"), relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production, or disposal of any substance, material, or waste, which is designated, classified, or regulated as being "toxic" or "hazardous" under any Law in effect as of the date of execution of this Agreement.

As used in this Paragraph 8(a), the term "knowledge" (or terms similar thereto) shall mean the current actual knowledge of Diane Mannarino (Seller's Vice President handling this sale transaction) and Allen Jernejcic (Seller's Facilities Manager for the Property) (collectively, "**Seller's Representative**"), without the duty to investigate. Notwithstanding anything to the contrary contained in this Agreement, Seller's Representative shall have no personal liability hereunder.

(b) Purchaser's Representation. Purchaser hereby makes the following representation, which is true and shall be true on the Closing Date in all material respects: Purchaser has full power and authority to enter into this Agreement and to perform all the obligations of Purchaser hereunder and no further consent or approval is required in order to constitute this Agreement a legal, valid and binding obligation of Purchaser.

(c) Survivability of the Representations. The representations and warranties of Seller and Purchaser set forth in this Paragraph 8 shall survive the Closing for a period of six (6) months.

9. "AS IS" Condition. THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT HAS BEEN NEGOTIATED BETWEEN SELLER AND PURCHASER, THIS AGREEMENT REFLECTS THE MUTUAL AGREEMENT OF SELLER AND PURCHASER,

AND PURCHASER HAS CONDUCTED ITS OWN INDEPENDENT EXAMINATION OF THE PROPERTY. EXCEPT FOR THE REPRESENTATIONS SET FORTH IN PARAGRAPH 8 ABOVE, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATIONS OR WARRANTY OF SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES, AND PURCHASER HEREBY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. SELLER SPECIFICALLY DISCLAIMS, AND NEITHER IT NOR ANY OTHER PERSON IS MAKING, ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO PURCHASER AND NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY SELLER OR RELIED UPON BY PURCHASER WITH RESPECT TO THE STATUS OF TITLE TO OR THE MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF THE PROPERTY, OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, (e) ANY CLAIM BY PURCHASER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO THE IMPROVEMENTS OR ANY PERSONAL PROPERTY COMPRISING A PORTION OF THE PROPERTY, (f) THE FINANCIAL CONDITION OR PROSPECTS OF THE PROPERTY AND (g) THE COMPLIANCE OR LACK THEREOF OF THE PROPERTY OR THE IMPROVEMENTS WITH GOVERNMENTAL REGULATIONS, IT BEING THE EXPRESS INTENTION OF SELLER AND PURCHASER THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY WILL BE CONVEYED AND TRANSFERRED TO PURCHASER IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS", WITH ALL FAULTS. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED PURCHASER OF REAL ESTATE, AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS IN PURCHASING THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT IT WILL HAVE THE OPPORTUNITY TO CONDUCT SUCH INSPECTIONS, INVESTIGATIONS AND OTHER INDEPENDENT EXAMINATIONS OF THE PROPERTY AND RELATED MATTERS, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, DURING THE FEASIBILITY REVIEW PERIOD AND WILL RELY UPON SAME AND NOT UPON ANY STATEMENTS OF SELLER OR OF ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR ATTORNEY OF SELLER. PURCHASER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE "AS IS, WHERE IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. PURCHASER, WITH PURCHASER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. PURCHASER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE

PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS PARAGRAPH EXPRESSLY SURVIVE THE CLOSING AND WILL NOT MERGE WITH THE PROVISIONS OF THE DEED OR ANY OTHER CLOSING DOCUMENTS.

10. Purchaser's Release of Seller.

(a) Seller Released From Liability. Seller is hereby released from all responsibility and liability to Purchaser regarding the condition (including its physical condition and its compliance with applicable laws, and the presence in the soil, air, structures and surface and subsurface waters, of hazardous or toxic materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever except to the extent that such responsibility or liability is the result of the material inaccuracy (if any) of Seller's representations under Paragraph 8(a) hereof.

(b) Purchaser's Waiver of Objections. Purchaser acknowledges that Prior to the Closing Date, it will have been provided with an opportunity to inspect the Property, observe its physical characteristics and existing conditions and had, or will have, the opportunity to conduct such investigation and study on and of said Property and adjacent areas as it deemed necessary, and subject to Seller's responsibility for any breach of the warranties and representations contained in Paragraph 8(a) of this Agreement, hereby waives any and all objections to or complaints (including but not limited to actions based on federal, state or common law and any private right of action under CERCLA, RCRA or any other state and federal law to which the Property is or may be subject) regarding physical characteristics and existing conditions, including without limitation structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous or toxic materials on, under, adjacent to or otherwise affecting the Property. Purchaser further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property, and the risk that adverse physical characteristics and conditions, including without limitation the presence of toxic or hazardous materials or other contaminants, may not be revealed by its investigation.

(c) Survival. The foregoing waivers and releases by Purchaser shall survive either (a) the Closing and the recordation of the Deed, and shall not be deemed merged into the Deed upon its recordation, or (b) any termination of this Agreement.

11. Possession. Seller shall deliver possession of the Property to Purchaser at Closing.

12. Closing Date. Closing of the transaction contemplated hereby (“**Closing**”) shall be held on or before ten (10) days after the expiration of the Feasibility Review Period (the “**Closing Date**”) at such time as shall be mutually agreeable to the parties hereto.

13. Closing. Closing shall be through an escrow (the “**Closing Escrow**”) established with the Title Insurer, as escrowee. This Agreement shall serve as escrow instructions to the Title Insurer, subject to its Standard Conditions of Acceptance of Escrow; provided, however, that this Agreement shall govern in the event of any conflict between said Standard Conditions and any of the terms hereof. The Closing Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into, nor in any manner superseded by, the Closing Escrow. The Closing Escrow costs and fees shall be equally divided between Purchaser and Seller. On the Closing Date, if all the funds and documents set forth in Paragraph 18 and Paragraph 19 have been delivered to the Title Insurer and if the Title Insurer is in a position to issue and will issue the Title Policy as described in Paragraph 14, the Title Insurer shall:

(a) Cause the Deed to be filed for record;

(b) Make the prorations set forth in Paragraph 15, paying all amounts of taxes and assessments which are applicable to the Property and which are due and payable at such time and appropriately charging or crediting the respective accounts of the parties;

(c) Charge to each of Seller and Purchaser the Closing Costs as set forth in Paragraph 20 below;

(d) Cause the issuance and delivery to Purchaser of the Title Policy, as described in Paragraph 14; and

(e) Pay to or upon the order of Seller the cash balance of the Purchase Price after deducting all amounts herein required to be paid from the Closing Escrow by Seller.

The Title Insurer shall deliver to Seller a copy of the recorded Deed; original executed counterparts of all other documents delivered by Seller and Purchaser into the Closing Escrow; and its escrow statement in duplicate showing all the charges and credits affecting the account of Seller. The Title Insurer shall deliver to Purchaser the recorded Deed; original executed counterparts of all other documents delivered by Seller and Purchaser into the Closing Escrow; copies of any recorded mortgage deposited by Purchaser; the Title Policy; the balance, if any, of the funds deposited by Purchaser remaining after disbursement in accordance with these directions; and its escrow statement in duplicate showing all charges and credits affecting the account of Purchaser.

14. Title Policy. At Closing, the Title Insurer shall issue to Purchaser or be irrevocably committed to issue to Purchaser an ALTA Owner’s Policy of Title Insurance in the amount of the Purchase Price and dated as of the Closing Date, insuring title to the Property in Purchaser, subject only to the Permitted Exceptions and the Title Insurer’s so-called “standard exceptions” (the “**Title Policy**”).

15. Closing Adjustments.

(a) Real and personal property taxes and assessments, property owners association dues or assessments, if any, and other similar charges attributable to the Property (collectively, the "Taxes") will be prorated as of the Closing. If the amount of any Tax is not ascertainable at Closing, the adjustment thereof shall be on the basis of the most recently ascertainable bill therefor. Such prorations shall be final. Notwithstanding the foregoing, Purchaser shall be responsible for any recoupage for any amount of tax exemptions, such as agricultural exemptions.

(b) All prepaid and unpaid operating expenses of the Property, including, without limitation, public utility charges, maintenance, repair, management and other service charges, and other normal operating charges shall be prorated as of the Closing Date based upon the best available information. As part of Closing, water and sewer charges will be prorated as of the Closing Date, as calculated by Escrow Agent based on the most recent bills therefor. Such prorations shall be final. Outside of Closing, Seller will receive final readings of all other utilities and shall remain liable for final payments of its utility accounts. Seller intends to have its utility accounts closed and the utility services provided pursuant to such accounts shut off as of the Closing Date and, as of the Closing Date, Purchaser will be solely responsible for arranging for all of the utility accounts to be established in Purchaser's name and the utility services provided pursuant to such accounts furnished to the Property. Seller shall have no liability for, and Purchaser hereby releases Seller from, all responsibility and liability regarding any loss, cost or damage to the Property or any other consequence resulting from Purchaser's failure to cause utility services to be provided to the Property following Closing, including any loss, cost or damage resulting from Purchaser's failure to open utility accounts in its name.

16. Intentionally Deleted.

17. Personal Property. On the Closing Date, Seller shall convey to Purchaser by quitclaim bill of sale all personal property owned by Seller and located on the Property at the time of Closing and listed on **Exhibit B** attached hereto. In no event shall Seller convey to Purchaser any registers, cash drawers, under counter steel, after hours depositories or automatic teller machines or any items or money located therein.

18. Seller's Closing Deliveries. On or before the Closing Date, Seller shall deposit the following into the Closing Escrow:

- (a) The Deed subject to the Permitted Exceptions;
- (b) The Bill of Sale, conveying all personal property owned by Seller and located on the Property, as described in Paragraph 17 above;
- (c) Seller's executed FIRPTA Affidavit;
- (d) Seller's executed ALTA statement, Owner's Affidavit or similar statement, in form and substance acceptable to Seller in its reasonable discretion, which

may be required by the Title Insurer pertaining to mechanics' liens and parties in possession;

(e) All keys necessary to access the Property or items thereon;

(f) Seller's executed counterpart of any applicable state, county or local realty transfer tax declarations;

(g) Seller's executed counterpart of an agreed proration statement; and

(h) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the Title Insurer to fully effect and consummate the transactions contemplated hereby.

19. Purchaser's Closing Deliveries. On or before the Closing Date, Purchaser shall deposit, or cause to be deposited, the following into the Closing Escrow:

(a) The balance of the Purchase Price, by, at Seller's option, either certified check or wire transfer of immediately available funds;

(b) Purchaser's executed ALTA statement, affidavit or similar statement which may be required by the Title Insurer;

(c) Purchaser's executed counterpart of any applicable state, county or local realty transfer tax declarations;

(d) Purchaser's executed counterpart of an agreed proration statement; and

(e) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the Title Insurer to fully effect and consummate the transactions contemplated hereby.

20. Closing Costs. Seller shall be responsible for payment of (i) any applicable real estate transfer taxes; (ii) one half (½) of the Closing Escrow charges, if any; (iii) the cost of the basic premium for the Title Policy; and (iv) the cost of recording the Declaration (as hereinafter defined). Purchaser shall be responsible for (i) the cost of the title examination and Commitment; (ii) one half (½) of the Closing Escrow charges, if any; (iii) the cost of the Survey, if applicable; (iv) the cost of any coverage in excess of the Purchase Price or any affirmative coverage or other endorsements requested by the Purchaser in excess of the basic Title Policy; and (v) any other customary buyer's charges including but not limited to recordation of the Deed.

21. Default.

(a) In the event of a default by Seller hereunder which Seller fails to cure within ten (10) days after receipt of written notice describing such default in reasonable detail, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Purchaser, and, in addition, the amount of \$1,000.00 shall be paid to Purchaser, all as liquidated damages, and neither party shall

have any further rights, obligations, or liabilities hereunder except as explicitly set forth herein. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

(b) In the event of a default by Purchaser hereunder, Seller shall be entitled to either (i) terminate this Agreement by written notice to Purchaser, in which event the Deposit shall be paid to Seller as liquidated damages and neither party shall have any further rights, obligations, or liabilities hereunder except as explicitly set forth herein or (ii) maintain an action for breach of this Agreement, damages, specific performance or any other relief available at law or in equity. The parties acknowledge and agree that the actual damages in the event of a default by Purchaser are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined. Notwithstanding the foregoing, the parties acknowledge and agree that this Subparagraph 21(b) shall in no way limit Seller's rights under Paragraph 7.

22. Condemnation. If, after the date of this Agreement and prior to the Closing Date, all or any material portion of the Property is taken by exercise of the power of eminent domain or any proceedings are instituted to effect such a taking, Seller shall promptly give Purchaser notice of such occurrence, and if Purchaser reasonably determines that such taking would hinder, or result in the Property being unsuitable for, Purchaser's intended use thereof, Purchaser may, within fourteen (14) days after receipt of such notice, elect (by providing written notice of such election to Seller) to either (a) terminate this Agreement, in which event the Deposit shall be immediately returned to Purchaser and all obligations of the parties hereunder shall cease and this Agreement shall have no further force and effect except as expressly stated herein, or (b) close the transaction contemplated hereby as scheduled (except that if the Closing Date is less than fourteen (14) days following Purchaser's receipt of such notice closing shall be delayed until Purchaser makes such election), in which event Seller shall assign and/or pay to Purchaser at Closing all condemnation awards or other damages collected or claimed with respect to such taking.

23. Damage and Destruction. If, after the date of this Agreement and prior to the Closing Date, any building on the Property shall be destroyed or materially damaged by fire or other casualty not caused by Purchaser's negligence or acts, Seller shall promptly give Purchaser notice of such occurrence, and if Purchaser reasonably determines that any such damage or destruction would hinder or result in the Property being unsuitable for Purchaser's intended use thereof, Purchaser may, within fourteen (14) days after such notice, elect (by providing written notice of such election to Seller) to either (a) terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and neither party shall have any rights, obligations, or liabilities to the other hereunder except as explicitly set forth herein, or (b) close the transaction contemplated hereby as scheduled (except that if the Closing Date is less than fourteen (14) days following Purchaser's receipt of such notice, the Closing shall be delayed until Purchaser makes such election), in which event Seller shall assign and/or pay to Purchaser at Closing all insurance awards collected with respect to such damage or destruction.

24. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in

writing and served either personally or sent by United States registered or certified mail, return receipt requested, postage prepaid or by pre-paid nationally recognized overnight courier service, and addressed to the parties at their respective addresses set forth below. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Seller: KEYBANK NATIONAL ASSOCIATION (PID 1701)
Attention: Real Estate Asset Manager

by mail to: P.O. Box 94839
Cleveland, Ohio 44101

by overnight courier to: Mail Code: OH 01-10-0605
100 Public Square, Suite 600
Cleveland, Ohio 44113

With a copy to: Thompson Hine LLP
Attention: Cathryn Greenwald, Esq.
3900 Key Tower
127 Public Square
Cleveland, Ohio 44114

If to Purchaser: Ashtabula County Commissioners
Attention: Janet Discher
25 West Jefferson Street
Jefferson, Ohio 44047

With a copy to: Collen M. O'Toole
Ashtabula County Prosecutor
25 West Jefferson Street
Jefferson, Ohio 44047

Notices given hereunder shall be deemed to have been given on the date of personal delivery (or the first business day thereafter if delivered on a non-business day), three (3) days after the date of certified mailing or the next business day after being sent by overnight courier.

25. Brokerage. Seller and Purchaser each represent and warrant to the other that it has not dealt with any agents, brokers or finders in connection with the transaction covered by this Agreement other than Jones Lang LaSalle ("**Seller's Broker**"), representing Seller. Seller and Purchaser hereby acknowledge that the foregoing representation and warranty shall survive the Closing. Seller shall be responsible for paying any brokerage commission due to Seller's Broker pursuant to a separate agreement.

26. Entire Agreement, Amendments and Waivers. This Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

27. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

28. Intentionally Deleted.

29. Declaration of Restrictions. Seller shall cause a Declaration of Restrictions (the “**Declaration**”) in the form attached hereto as **Exhibit C** to be recorded in the real estate records of Ashtabula County, Ohio prior to the recording of the Deed. The parties acknowledge that the Declaration shall be deemed to be a Permitted Exception.

30. Miscellaneous.

(a) This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise all references herein to “days” shall mean calendar days.

(c) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

(d) Time is of the essence of this Agreement.

(e) This Agreement shall inure to the benefit of, and shall be binding upon, the permitted successors and assigns of the parties hereto; provided, however, that Seller shall have the right to approve in advance, in its sole discretion, any assignment by Purchaser; provided, however, in the event of any assignment, that Purchaser shall not be relieved of its obligations under this Agreement.

(f) In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

(g) During the term of this Agreement, Seller shall have the right to discuss the Property with other prospective purchasers, but Seller shall not enter into a definitive agreement with any prospective third party purchasers for the purchase of the Property,

other than with a governmental or quasi-governmental authority having power of condemnation, so long as Purchaser is not in default hereunder.

(h) All actions required pursuant to this Agreement necessary to effectuate the transaction contemplated herein has been or will be taken promptly and in good faith by Purchaser and Seller and their representatives, employees and agents.

[balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written above.

SELLER:

KEYBANK NATIONAL ASSOCIATION

By: Aiane MARRARO
Its: VP

PURCHASER:

ASHTABULA COUNTY, an Ohio political subdivision, by and through the Board of Ashtabula County Commissioners

By: Kathryn [Signature]

Its: Board President

8/10/2021

EXHIBIT A

Legal Description of the Property

TRACT 1:

Situated in the Village of Jefferson, County of Ashtabula, and State of Ohio: And bounded and described as follows: Known as being part of Lot No. 44 on the South side of East Jefferson Street as shown by the Original Plat of said Village and bounded and described as follows: Beginning in the Southerly line of said East Jefferson Street at the Northeasterly corner of said Lot No. 44; Thence Westerly along said Southerly line 2.00 feet to a point; Thence Southerly and parallel with the Easterly line of said lot a distance of 165 feet to the Southerly line of land conveyed to C. L. and H. M. Waters by deed recorded in Volume 569 of Deeds, Page 633 of Ashtabula County Records; Thence Easterly along said Southerly line 2.00 feet to the aforesaid Easterly line of said Lot No. 44; Thence Northerly along said Easterly line a distance of 165 feet to the place of beginning be the same more or less, but subject to all legal highways.

TRACT 2:

Situated in the Village of Jefferson, County of Ashtabula, and State of Ohio: And being part of Lot No. 48 on Jefferson Street and bounded and described as follows: Beginning at a point on the South line of Jefferson Street 57 ½ feet West of the Northeast corner of Jefferson Street Lot No. 46, Thence South on a line parallel with the East line of said Lot No. 46, which line just touches the East edge of the present well stone on said lot to the middle line of said Lot No. 46; Thence West on the middle line of said Lot No. 46 a distance of 76 feet and 11 inches to the West line of said Lot No. 46, which is also the East line of Lot No. 44; Thence North along the West line of said Lot No. 48 to the South line of Jefferson Street; Thence East along the South line of Jefferson Street a distance of 76 feet and 11 inches to the place of beginning and being a lot 78 feet and 11 inches wide and 20 rods deep, be the same more or less, but subject to all legal highways.

TRACT 3:

Situated in the Village of Jefferson, County of Ashtabula, and Slate of Ohio: Known as being part of Lot No. Forty-four (44) on East Jefferson Street as shown by the Original Plat of said Village and bounded and described as follows: Beginning at a point in the East line of Lot No. 44 at the Southeast corner of lands conveyed by Clifford L. Waters and Gertrude M. Waters to The Farmers National Bank and Trust Company of Ashtabula by deed dated November 24, 1967 and recorded in Volume 870, Page 922 of Ashtabula County Records of Deeds; Thence Southerly on an East line of Lot No. 44 which is also the West line of lands conveyed to The Farmers National Bank and Trust Company of Ashtabula by Josephine K. Hamilton by deed dated September 22, 1967 and recorded in Volume 669, Page 537 of Ashtabula County Records of Deeds to a point in the North line of lands conveyed by Walter Horowski and Dorothy E. Horowski to The Trustees of Jefferson Grange No. 1311 by deed dated June 4, 1964 and recorded In Volume 639, Page 10 of Ashtabula County Records of Deeds; Thence Westerly along the North line of lands so conveyed to The Trustees of Jefferson Grange No. 131 a distance of two (2) feet to a point; Thence Northerly on a line parallel with the East line of Lot No. 44, which is also the West line of lands of The Farmers National Bank and Trust Company

of Ashtabula as aforesaid and two (2) feet Westerly therefrom to a point which is the Southwest corner of the parcel of land conveyed by Clifford L. Waters and Gertrude M. Waters to The Farmers National Bank and Trust Company of Ashtabula as aforesaid; Thence Easterly along the Southerly line of lands so conveyed to The Farmers National Bank and Trust Company of Ashtabula a distance of two (2) feet to the place of beginning.

TRACT 4:

Situated in the Village of Jefferson, County of Ashtabula, and State of Ohio: Known as being part of Lot Number Forty-four (44) as shown by the Original Plat of said Village and bounded and described as follows: Beginning at a point in the East line of Lot No. 44 at the Southeast corner of lands conveyed by Walter Horowski and Dorothy E. Horowski to Clifford N. Currier and Dorothy L. Currier by deeds dated December 9, 1963 and June 4, 1964 and recorded in Volume 633, Page 352 and Volume 839, Page 38 of Ashtabula County Records of Deeds; Thence Southerly on the East line of Lot No. 44, which is also the West line of lands conveyed to The Farmers National Bank and Trust Company of Ashtabula by Josephine K. Hamilton by deed dated September 22, 1967 and recorded in Volume 669, Page 537 of Ashtabula County Records of Deeds to a point in the North line of lands conveyed to Walter and Dorothy Horowski by Mayme H. Fetch by deed dated May 2, 1949 and recorded in Volume 413, Page 261 of Ashtabula County Records of Deeds; Thence Westerly along the North line of lands conveyed to Horowski as aforesaid a distance of two (2) feet; Thence Northerly parallel to the East line of said Lot No. 44, which is also the Westerly line of The Farmers National Bank and Trust Company of Ashtabula as aforesaid, to a point in the South line of land as conveyed to Currier as aforesaid; Thence Easterly along the South line of said Currier lands two (2) feet to the place of beginning.

EXHIBIT B

Personal Property

1. Desks	Three
2. Client chairs	Eight
3. Metal filing cabinets	Twelve
4. Conference room table	One
5. Paintings	Four
6. Large stand up clock	One
7. Employee chairs	Four
8. Conference room chairs	Six
9. Teller stools	Four
10. Breakroom table	One
11. Breakroom chairs	Four
12. Client area waiting table	One
13. Check stand	One
14. Lobby file cabinet	One
15. Conference room side table	One
16. Office file cabinets	Six
17. Cabinetry	One

EXHIBIT C

Declaration of Restrictions

[SEE ATTACHED]

WHEN RECORDED, MAIL TO:

KeyBank National Association
Mailcode: OH-01-10-0605
100 Public Square, Suite 600
Cleveland, Ohio 44113-2207
Attention: Real Estate Asset Manager (PID No. 1701)

THIS INSTRUMENT PREPARED BY:

Thompson Hine LLP
Attention: Cathryn Greenwald, Esq.
3900 Key Tower
127 Public Square
Cleveland, Ohio 44114

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("**Declaration**") is made the _____ day of _____, 20__, by KEYBANK NATIONAL ASSOCIATION, a national banking association ("**Declarant**")

RECITALS:

- A. Pursuant to a Real Estate Sale Agreement (the "**Agreement**"), dated August __ 2021, Declarant agreed to sell and convey that certain parcel of real property located at 22 East Jefferson, Jefferson, Ohio 44047 and described on Exhibit A attached hereto (the "**Restricted Property**").
- B. Declarant desires to impose certain restrictions on the Restricted Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant does hereby declare that the Restricted Property and all present and future owners, lessees and occupants of the Restricted Property shall be and hereby are subject to the terms, covenants, and restrictions hereinafter set forth and shall be used in full compliance

with and subject to this Declaration and, in connection therewith, Declarant covenants and agrees as follows:

1. Restriction on Use. During the Term (as hereinafter defined), neither the Restricted Property, nor any portion thereof, shall be operated, used or occupied for any of the following purposes:
 - (a) As (i) a retail banking facility or a financial institution, including, without limitation, branch banking, savings and loans, credit union and check cashing, payday lending and the operation of an automated teller machine, (ii) a facility engaged in any other banking use (including, without limitation, mortgage, financial, trust, investment, lending or securities brokerage services), or (iii) a facility engaged in insurance sales; or placing signage on the Restricted Property for any entity engaged in any of the foregoing uses, or for placing any signage on the Restricted Property for any entity engaged in, or any of, the foregoing prohibited uses (collectively, the “**Financial Uses Restrictions**”).
 - (b) In any manner (including the display of signage) which is reasonably offensive, disreputable, immoral or illegal, which prohibition shall include, but not be limited to, use or occupancy (i) as a brothel or for adult entertainment or the sale or renting of adult books, magazines, videos or other adult products, (ii) for the sale of paraphernalia related to the use of illegal drugs (the term “illegal drugs” specifically being deemed to include marijuana or related products, even if the same presently are or subsequently do become legal), or (iii) for the sale or consumption of marijuana or related products, even if the same presently are or subsequently do become legal, or for placing any signage on the Restricted Property for any entity engaged in, or any of, the foregoing prohibited uses (collectively, the “**Noxious Uses Restrictions**”).
2. Term. This Declaration restricting the use of the Restricted Property shall commence on the date of this Declaration, and shall extend until (and expire and have no further force or effect following (in each such case, the “**Term**”): (A) as to the Financial Uses Restrictions, on the earlier of (a) the date that none of the following parties owns, leases or otherwise occupies the Benefitted Property (as hereinafter defined): (i) Declarant, (ii) any entity resulting from a merger or consolidation with Declarant or any organization purchasing substantially all of the assets of Declarant, (iii) any entity succeeding to substantially all the business and assets of Declarant, (iv) any subsidiary, affiliate or parent of Declarant, or (v) any entity controlling, controlled by or under common control with Declarant, or (b) the date which is ten (10) years following the date of this Declaration; and (B) as to the Noxious Uses Restrictions, on the date which is two (2) years following the date of this Declaration.
3. Benefitted Property. This Declaration runs with and for the benefit of that certain real property located in Ashtabula County, Ohio and described in Exhibit B attached hereto (hereinafter the “Benefitted Property”) and shall inure to the benefit of Declarant and its successor(s) and assign(s).

4. Specific Performance. Declarant confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provisions hereof. The rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of Declarant or the owners(s) of the Benefitted Property for a breach or threatened breach of any provisions hereof. The rights and obligations of Declarant hereunder shall be enforceable in equity as well as at law or otherwise.
5. Severability. In the event that any portion of these restrictions shall be determined by any court of competent jurisdiction to be unenforceable, such restrictions shall be modified, rewritten, or interpreted to include as much of their nature and scope as possible as will render them enforceable. Each of the provisions herein shall be deemed a separate and severable covenant.
6. Successors and Assigns. This Declaration shall restrict the use of the Restricted Property for the full Term and shall be binding upon each party having any fee, leasehold or other interest therein and their successor(s) and assign(s), and shall inure to the benefit of Declarant and its successor(s) and assign(s).
7. Attorneys' Fees. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Declaration, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.
8. Interpretation. This Declaration shall be governed by and construed in accordance with the internal laws of the State in which the Restricted Property is located. The section headings contained in this Declaration are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Declaration. Exhibits A and B attached hereto are by this reference incorporated herein and made a part hereof.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

KEYBANK NATIONAL ASSOCIATION, a
national banking association

By: _____

Name:

Its:

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

BEFORE ME, a Notary Public in and for said County and State aforesaid, on this date personally appeared _____ the _____ of KEYBANK NATIONAL ASSOCIATION, a national banking association, known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed and delivered said instrument in the capacity indicated above, as his/her own free and voluntary act and as the free and voluntary act of the Declarant therein for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ____ day of _____ 2021.

Notary Public for the indicated State

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE RESTRICTED PROPERTY

TRACT 1:

Situated in the Village of Jefferson, County of Ashtabula, and State of Ohio: And bounded and described as follows: Known as being part of Lot No. 44 on the South side of East Jefferson Street as shown by the Original Plat of said Village and bounded and described as follows: Beginning in the Southerly line of said East Jefferson Street at the Northeasterly corner of said Lot No. 44; Thence Westerly along said Southerly line 2.00 feet to a point; Thence Southerly and parallel with the Easterly line of said lot a distance of 165 feet to the Southerly line of land conveyed to C. L. and H. M. Waters by deed recorded in Volume 569 of Deeds, Page 633 of Ashtabula County Records; Thence Easterly along said Southerly line 2.00 feet to the aforesaid Easterly line of said Lot No. 44; Thence Northerly along said Easterly line a distance of 165 feet to the place of beginning be the same more or less, but subject to all legal highways.

TRACT 2:

Situated in the Village of Jefferson, County of Ashtabula, and State of Ohio: And being part of Lot No. 48 on Jefferson Street and bounded and described as follows: Beginning at a point on the South line of Jefferson Street 57 ½ feet West of the Northeast corner of Jefferson Street Lot No. 46, Thence South on a line parallel with the East line of said Lot No. 46, which line just touches the East edge of the present well stone on said lot to the middle line of said Lot No. 46; Thence West on the middle line of said Lot No. 46 a distance of 76 feet and 11 inches to the West line of said Lot No. 46, which is also the East line of Lot No. 44; Thence North along the West line of said Lot No. 48 to the South line of Jefferson Street; Thence East along the South line of Jefferson Street a distance of 76 feet and 11 inches to the place of beginning and being a lot 78 feet and 11 inches wide and 20 rods deep, be the same more or less, but subject to all legal highways.

TRACT 3:

Situated in the Village of Jefferson, County of Ashtabula, and Slate of Ohio: Known as being part of Lot No. Forty-four (44) on East Jefferson Street as shown by the Original Plat of said Village and bounded and described as follows: Beginning at a point in the East line of Lot No. 44 at the Southeast corner of lands conveyed by Clifford L. Waters and Gertrude M. Waters to The Farmers National Bank and Trust Company of Ashtabula by deed dated November 24, 1967 and recorded in Volume 870, Page 922 of Ashtabula County Records of Deeds; Thence Southerly on an East line of Lot No. 44 which is also the West line of lands conveyed to The Farmers National Bank and Trust Company of Ashtabula by Josephine K. Hamilton by deed dated September 22, 1967 and recorded in Volume 669, Page 537 of Ashtabula County Records of Deeds to a point in the North line of lands conveyed by Walter Horowski and Dorothy E. Horowski to The Trustees of Jefferson Grange No. 1311 by deed dated June 4, 1964 and recorded In Volume 639, Page 10 of Ashtabula County Records of Deeds; Thence Westerly along the North line of lands so conveyed to The Trustees of Jefferson Grange No. 131 a distance of two (2) feet to a point; Thence Northerly on a line parallel with the East line of Lot No. 44, which is also the West line of lands of The Farmers National Bank and Trust Company

of Ashtabula as aforesaid and two (2) feet Westerly therefrom to a point which is the Southwest corner of the parcel of land conveyed by Clifford L. Waters and Gertrude M. Waters to The Farmers National Bank and Trust Company of Ashtabula as aforesaid; Thence Easterly along the Southerly line of lands so conveyed to The Farmers National Bank and Trust Company of Ashtabula a distance of two (2) feet to the place of beginning.

TRACT 4:

Situated in the Village of Jefferson, County of Ashtabula, and State of Ohio: Known as being part of Lot Number Forty-four (44) as shown by the Original Plat of said Village and bounded and described as follows: Beginning at a point in the East line of Lot No. 44 at the Southeast corner of lands conveyed by Walter Horowski and Dorothy E. Horowski to Clifford N. Currier and Dorothy L. Currier by deeds dated December 9, 1963 and June 4, 1964 and recorded in Volume 633, Page 352 and Volume 839, Page 38 of Ashtabula County Records of Deeds; Thence Southerly on the East line of Lot No. 44, which is also the West line of lands conveyed to The Farmers National Bank and Trust Company of Ashtabula by Josephine K. Hamilton by deed dated September 22, 1967 and recorded in Volume 669, Page 537 of Ashtabula County Records of Deeds to a point in the North line of lands conveyed to Walter and Dorothy Horowski by Mayme H. Fetch by deed dated May 2, 1949 and recorded in Volume 413, Page 261 of Ashtabula County Records of Deeds; Thence Westerly along the North line of lands conveyed to Horowski as aforesaid a distance of two (2) feet; Thence Northerly parallel to the East line of said Lot No. 44, which is also the Westerly line of The Farmers National Bank and Trust Company of Ashtabula as aforesaid, to a point in the South line of land as conveyed to Currier as aforesaid; Thence Easterly along the South line of said Currier lands two (2) feet to the place of beginning.

EXHIBIT B

DESCRIPTION OF THE BENEFITTED PROPERTY

Known as being part of Original Lot Three (3), Range Three (3), Township 12 in the City of Ashtabula, County of Ashtabula, and State of Ohio, and furthered described as follows:

Beginning at the intersection of the centerlines of Park Avenue and Center Street; thence South 75 degrees 20' 25" East along the centerline of Center Street, 33.00 feet to a point; thence South 14 degrees 30' 00" West and parallel to the centerline of Park Avenue, 9.50 feet to the principal place of beginning; thence South 75 degrees 20' 25" East and parallel to the centerline of Center Street, 394.75 feet to a monument set; thence South 14 degrees 29' 45" West (parallel to the centerline of Main Street and 25.00 feet westerly therefrom) 254.00 feet to a monument set; thence North 75 degrees 20' 25" West, 394.75 feet to a monument set in the East right-of-way line of Park Avenue, as aforementioned; thence North 14 degrees 30' 00" East, 254.00 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 05-206-00-002-0