

Public Advertisement

The Village of Grafton through its Village Administration is soliciting Bids for agricultural land lease of publicly owned properties in GRAFTON, OH 44044. Thirteen Parcels totaling a combined 801.16 acres (as listed on the Lorain County Auditor website) located in part North and South of Capel Rd and WEST of Island Rd and EAST of Avon Belden Rd. The combined land annual lease will span the months April through December beginning in 2023. Land Lease Renewal Options by mutual agreement for the same period for each calendar year thereafter shall add an annual .5% to 2.5% escalator increase in Rent compounded annually beginning in 2024. The final approval to lease public land and all related matters are subject to the legislative authority of Grafton Village Council. Bid Packets may be picked up between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

All bids must be submitted to; Village of Grafton, Attn Joe Price Village Administrator, at 960 Main St, Grafton Ohio, 44044, and received on or before NOON FRIDAY, December 2, 2022, at which time a public Bid Opening will be held. Village Council will consider final approval on or after December 6, 2022, at the regularly scheduled meeting of Council.

2022 LEASE – Village of Grafton

(BID DOCUMENT – BIDDER TO FILL BIDDER INFORMATION AND BID AMOUNTS IN ALL HIGHLIGHTED AREAS)

Parcel #: 1100044000003	(8.09 acres) (Shown in EXHIBIT A)
Parcel #: 1100037000019	(74.95 acres) (Shown in EXHIBIT A)
Parcel #: 1100038000005	(64.24 acres) (Shown in EXHIBIT A)
Parcel #: 1100043000016	(6.5 acres eastern portion of parcel) (Shown in EXHIBIT A)
Parcel #: 1100043000017	(111.16 acres) (Shown in EXHIBIT B)
Parcel #: 1100038000006	(30.88 acres) (Shown in EXHIBIT B)
Parcel #: 1100042000004	(59.97 acres) (Shown in EXHIBIT B)
Parcel #: 1100039000006	(15.01 acres) (Shown in EXHIBIT B)
Parcel #: 1100038000007	(69.1 acres) (Shown in EXHIBIT C)
Parcel #: 1100039000008	(110.76 acres) (Shown in EXHIBIT C)
Parcel #: 1100041000004	(94.79 acres) (Shown in EXHIBIT C)
Parcel #: 1100040000022	(46.65 acres) (Shown in EXHIBIT C)
Parcel #: 1600006000002	(109.26 acres) (Shown in EXHIBIT C)

801.16 Estimated Combined Acres

MINIMUM BID REQUIREMENT: \$140,000.00 annual combined LEASE for parcels listed herein plus assessed property tax as determined by the Lorain County Appraiser. Consideration and grading of the award will be based, in part, on any value-added Upkeep and Preservation Services offered to be performed upon the Leased Premises, as noted in Article VII Section A of the Lease.

Note: The following parcels leased have an approved CAUV for C/Y 2022 with the of the Lorain County Auditor. Property Tax liability may be less when and if CAUV is approved. In addition to the agreed LAND LEASE amount, the Lessee shall be assessed actual and full cost of assessed property tax for land leased included in this lease and all subsequent lease renewals if any.

APPROVED CAUV PARCELS for Calendar Year 2022:

16-00-006-000-002	109.2600
11-00-041-000-004	94.7900
11-00-040-000-022	46.6500
11-00-039-000-008	110.7600
11-00-038-000-007	69.1000
11-00-038-000-006	30.8800
11-00-039-000-006	15.0100
11-00-042-000-004	59.9700
11-00-043-000-017	111.1600
11-00-038-000-005	64.2400
11-00-037-000-019	74.9500
11-00-044-000-003	8.0900
11-00-060-000-003	0.3700
Total	795.2300

I. PARTIES.

This lease (hereinafter referred to as “Lease”) of real property is between the Village of Grafton, 960 Main Street, Grafton, Ohio 44044, through its Village Administration (hereinafter referred to as “Lessor”), and [REDACTED] having an address of [REDACTED] (hereinafter referred to as “Lessee”).

II. PREMISES.

The property to be leased hereunder, consists of farmland (hereinafter referred to as “Leased Premises”), as more fully described on Exhibit “A”, , Exhibit “B” and Exhibit “C” as listed, described and shown on page 11, 12, 13, 14, 15, 16, 17, & 18 of this lease document.

III. TERMS OF LEASE.

This Lease shall commence on April 1, 2023 (the “Commencement Date”) and expire on December 31, 2023 (the “Expiration Date”).

- i. The Lessor reserves the right to consider option(s) to renew this LEASE with the terms including dates for successive agricultural farming season so as both shall agree.
- ii. Each subsequent lease renewal will include an 2.5% escalator increase in lease compounded annually.

IV. CONSIDERATION.

(Insert your bid price below)

Lessee shall pay as rent for the Leased Premises the sum of \$ _____, (hereinafter referred to "Rent"), as established by Public Bid accepted by Lessor, payable to Lessor by Lessee in two (2) installments as follows: First Installment equal to fifty percent (50%) of the **Rent** due on or before April 1, 2023 (\$ _____); Second Installment equal to fifty percent (50%) of the **Total Rent** (\$ _____) due on or before November 1, 2023. If executed any and all Lease Option(s) shall continue the same CONSIDERATIONS and dates in successive year(s).

V. USE OF THE LEASED PREMISES.

A. Lessee shall use and occupy the Leased Premises solely for the purpose of soil cultivation and crop production as described herein. Lessee agrees not to permit the Leased Premises to be used for any purpose inconsistent with any local, state, or federal laws or regulations, and shall be liable for any and all resulting damages upon such use of the Leased Premises as set forth herein.

B. Lessee shall furnish all fertilizer, pesticides and seed at its own expense. All pesticides, fertilizers and seed will be applied and/or used in accordance with label directions and in compliance with all federal, state and local standards and policies, and Lessee shall provide all labor, equipment, etc., needed for the farm operation. Lessee shall require and warrants that any application of pesticides and/or fertilizers to the soil shall comply with all local, state, and federal laws.

C. Lessee shall be specifically barred from any and all activity on the Leased Premises that may directly or indirectly result in ground water contamination. Any violation of this ground water contamination provision of this Lease shall be considered a material breach of the terms of this Lease and Lessee shall immediately remedy any such contamination. Lessee assumes all responsibility for remedying any contamination under this paragraph.

D. Lessee acknowledges that it shall be the sole party to make management decisions regarding the farming of the Leased Premises and shall perform any practice consistent with good crop husbandry, including, but not limited to: the right to make decisions concerning the crop to be planted; the hybrid or type of crop input; the date of planting; the method of cultivation; the date and method of harvest and/or the method or time of sale of the crop.

E. Lessee shall mow and trim fence rows, street berms, and rights-of-way of noxious vegetation and unsightly weeds to maintain a uniform visual appearance on the Leased Premises. Lessee shall provide access to Lessor as required to perform any reasonable inspection of the Leased Premises.

F. No hunting or trapping of any kind, nor the use of rifles, shotguns, bows or crossbows or any other hunting equipment, is permitted on the Leased Premises at any.

G. Under no circumstance shall Lessee plow or break up any existing driveway, road, other vehicular pathway, drainage way or grass waterway, including, but not limited to, terraces or ditches, without the prior written consent of Lessor.

H. Lessee shall not burn any hay, straw, crop residue, or trash on the Leased Premises without the prior written consent of Lessor.

I. Lessor reserves the right to grant any easements or leases in, on, under or across the Leased Premises that do not interfere with the activities of Lessee permitted under this Lease.

J. Lessee may not use any existing buildings or structures on the Leased Premises unless authorized by the Lessor.

K. Lessee shall till all remnants of harvested crop, crop stalks, added soils, and or any and all remnants of vegetation, restoring and leveling soils, no later than December 31, 2023 and if executed Lease Options on or before December 31, of all successive years.

L. Lessee may not add to any soils including the deposit or spread of any Class A, Class B, or Class C soils, and or inject liquids during the terms of this lease without written prior approval of the Lessor. Any violation of this ground water contamination provision of this Lease shall be considered a material breach of the terms of this Lease and Lessee shall immediately remedy any such contamination. Lessee assumes all responsibility for remedying any contamination under this paragraph.

VI. LESSOR'S DUTIES

Except as may be expressly provided to the contrary in this Lease, Lessor shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with the use, occupancy, maintenance, operation or repair of the Leased Premises.

VII. MAINTENANCE/REPAIRS.

A. Lessee shall maintain, repair and manage the Leased Premises in a responsible manner. Lessee's obligations under this Article VII shall include routine maintenance and repairs within the Leased Premises, including keeping the Leased Premises clean, sanitary, and free from debris, so that Lessee may conduct its business thereon at all times.

In addition to routine maintenance and repairs within and upon the entire Leased Premises, as occasioned by Lessee's use of the Premises, Lessee will additionally provide and perform the following additional maintenance ("Upkeep and Preservation Services") within and upon the Leased Premises, which Upkeep and Preservation Services will benefit Lessee and Lessee's Use of the Leased Premises; protect and preserve the Leased Premises; add value to the Leased Premises; and, shall not, in any way, degrade, compromise, or diminish said Leased Premises:

Any costs or expenses incurred for the maintenance or repair of the Leased Premises, including any Upkeep and Preservation Services, by Lessee during the term of this Lease shall be the obligation of Lessee, Lessee shall be responsible, at its cost and expense, for property damage to the Leased Premises resulting from the actions of Lessee, its agents, employees, clients, invitees, or authorized representatives.

B. Lessee shall not deposit any debris on the adjacent lands nor do anything that would interfere with the maintenance of any part of the adjacent lands.

VIII. CONSTRUCTION/IMPROVEMENTS.

A. Lessee is prohibited from constructing any temporary or permanent structures on the Leased Premises without the prior written consent of Lessor during the term of this Lease. Any such permitted construction shall be at Lessee's sole expense. Lessee may seek to place other improvements on the Leased Premises during the term of the Lease only with the prior written consent of Lessor and at Lessee's sole expense. For purposes of this Lease, "other improvements" means anything added to the Leased Premises that was not present at the Commencement Date of this Lease, or that otherwise alters or changes the condition of the Leased Premises at the Commencement Date of this Lease.

B. Lessee shall cause any approved structures or improvements to be completed free and clear of any liens, claims or mechanic's liens against the Leased Premises. Notwithstanding the foregoing, should any liens, claims or mechanic's liens be placed on the Leased Premises, Lessee shall immediately begin to work toward the removal of such liens, claims or mechanic's liens, and shall defend, indemnify and hold the Lessor harmless from any such liens, claims or mechanic's liens and/or any expenses incurred in connection therewith, including, but not limited to, damages, interest, court costs and reasonable attorney fees.

C. All structures and improvements permitted under this Lease shall be constructed and/or installed in accordance with plans and specifications approved in advance by Lessor, and in accordance with all applicable building codes, state requirements and standards, and construction industry standard and practices. During the course of construction and/or installation, Lessee shall permit Lessor to observe the progress and quality of the construction and/or installation.

D. At the termination or expiration of this Lease, all permanent structures and or improvements shall become the property of the Lessor, at the Lessor's option, and title to same will be transferred to Lessor, if the Lessor so requests. All temporary structures or improvements shall promptly be removed by Lessee at its sole expense.

IX. ACCESS.

A. Lessor shall have access to the Leased Premises at all reasonable times and in a manner that does not unduly interfere with Lessee's use of the Leased Premises.

B. Lessor shall allow access by Lessee to the Leased Premises over adjacent Lessor-owned lands along routes previously approved by Lessor. Lessee shall be responsible in all regards to maintain or repair any excessive damage to these access routes directly attributable to Lessee.

X. ASSIGNMENT/SUBLETTING.

Lessee shall not assign this Lease or sublet the Leased Premises or any part thereof without the prior written consent of the Lessor.

XI. TERMINATION.

A. This Lease may be terminated by the Lessor in part or in whole by giving Lessee at least sixty (60) days' written notice prior to such termination to occur on or before the date set forth in such notice for the termination of this Lease. Subject to Paragraph B below, upon termination of this Lease, Lessee shall remove all personal property and movable fixtures placed on the Leased Premises by Lessee. Upon termination by Lessor, Lessee shall have no claim against Lessor for the value of an unexpired term of this Lease, or for any costs related to the removals referred to in this paragraph.

B. Notwithstanding the foregoing, if the termination of this Lease is to occur during the then-current growing season, Lessee shall be granted ample time to harvest all crops under cultivation at that time.

C. In the event of termination by either the Lessor or Lessee pursuant to this Article XI, Lessee shall restore the Leased Premises to a condition equal to or better than the condition of the Leased Premises on the Commencement Date satisfactory to the Lessor and Lessee's sole expense.

XII. DEFAULT.

A. If Lessee breaches or defaults on any of the terms or conditions of this Lease, and if that breach or default is not remedied within thirty (30) days after the date of written notification by Lessor to the Lessee of such breach or default, Lessor may terminate this Lease with no further obligation to Lessee. On or before the date of termination, Lessee shall remove all personal property and movable fixtures placed on the Leased Premises by Lessee and restore the Leased Premises to a condition satisfactory to Lessor. Lessee shall then surrender possession of the Leased Premises to the Lessor. If such removals and restoration are not affected within the specified time, Lessor may elect to remove all property and fixtures, and restore the Leased Premises at its own expense and shall provide an invoice for such removal and restoration to Lessee, which Lessee hereby agrees to promptly pay. Notwithstanding any other provision contained in this Lease, the following

activities shall constitute a breach, and Lessor shall thereafter be entitled to automatically terminate this Lease upon delivery of notice to Lessee as provided herein:

1. Occupancy of the Leased Premises for hazardous purposes or for a hazardous use as defined in the insurance policy required in Article XIV herein.
2. Failure of Lessee to comply with any warranty or condition contained in any endorsement attached to the insurance policy required in Article XIV herein.
3. Any activity that directly or indirectly results in ground water contamination as described in Article V Section C of this Lease.

B. Notwithstanding the foregoing, if the termination of this Lease is to occur during the then-current growing season, Lessee shall be granted ample time to harvest all crops under cultivation at that time.

XIII. INDEMNITY.

Lessee agrees to indemnify and hold Lessor harmless and immune from any and all liabilities, claims for injuries and damages, costs of whatever kind and nature, for injury to or death of any person or persons, and/or loss or damage to any property occurring in connection with or in any way incidental to or arising out of the use and occupancy, service, operations or performance in connection with this Lease, resulting in whole or in part from any acts or omissions of Lessee, its employees, agents or representatives.

XIV. INSURANCE.

A. During the term of this Lease, Lessee shall at its sole cost and expense carry and maintain a broad form policy of property insurance including fire, extended coverage, vandalism and malicious mischief, special perils (including theft) insuring all building additions, alterations and improvements for the replacement cost and insuring all contents, fixtures, furnishings and equipment subject to this Lease in the amount of 100% of the insurable value.

B. The policy in Paragraph A shall designate as an additional named insured the Village of Grafton. This insurance shall be primary and non-contributory over all other applicable insurance.

XV. TAXES.

Lessee shall be responsible for any federal, state and/or local taxes and assessments levied against Lessor resulting from activities of Lessee arising out of its use and occupation of the Leased Premises under this Lease. (See EXHIBIT "D" for 2021 Property Tax Assessments)

XVI. QUIET ENJOYMENT.

Lessor covenants that if, and so long as, Lessee pays the rent when due and performs the covenants hereof, Lessee may quietly occupy the Leased Premises during the Lease term without any hindrance by the Lessor.

XVII. NOTICES.

A. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. certified mail, postage paid, to the following:

To the Lessor:

Village of Grafton
Attention: Village Administrator
960 Main Street
Grafton, Ohio 44044

To the Lessee:

B. Lessor and Lessee shall each have the right from time to time to specify as its address for purposes of this Lease any other address in the United States of America upon giving of 15 days' notice thereof, similarly given, to the other party.

XVIII. HAZARDOUS MATERIALS.

Lessee shall not place, hold or dispose of any hazardous materials (as defined below) on, under, or at the Leased Premises or adjacent land, and Lessee shall not use the Leased Premises as a treatment, storage or disposal site (whether permanent or temporary) for any hazardous materials. Lessee shall not cause or allow any asbestos to be incorporated into any improvements or alterations which Lessee makes or causes to be made to the Leased Premises. For purposes of this Lease, "hazardous materials" means and includes any hazardous substance or any pollutant or contaminant defined or referenced in the Comprehensive Environmental Response, Compensation and Liability act, the Toxic Substances Control Act, or any other federal, state or local statute, law, act, ordinance, code, rule, regulation, order or decree relating to any hazardous, toxic or dangerous waste, substance or material. Lessee may terminate this Lease immediately if a pre-existing hazardous condition is found to exist within the Leased Premises which Lessee considers to be dangerous to its employees, agents or invitees.

XIX. MISCELLANEOUS PROVISIONS.

A. If any provision of this Lease, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable shall not be affected; and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by applicable law.

B. All rights and remedies of Lessor enumerated in this Lease shall be cumulative and, except as specifically contemplated otherwise by this Lease, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Lease.

C. This Lease may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both Lessor and Lessee.

D. This Lease, and any amendment or addendum hereto, shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio, without giving the effect to any conflicts or choice of laws principles which otherwise might be applicable.

E. No waiver by either party of a breach of any term, condition, provision, covenant or obligation of this Lease shall be construed to be a waiver of any future breach of the same or other term, condition, provision, covenant or obligation hereof.

F. No receipt of money by Lessor from Lessee or others after the giving of any notice of default, or after the termination of this Lease, or after the commencement of any suit, shall reinstate, continue, or extend the term of this Lease, or affect any such notice, demand, or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

G. The representations, warranties, covenants, indemnities and agreements of the parties contained in the Lease shall survive the expiration or termination of the term of this Lease and shall be and continue in effect notwithstanding the fact that Lessee may waive compliance with any of the other provisions of this Lease.

H. The words "Lessor" and "Lessee," wherever used in this Lease, shall include the successors and assigns of Lessor and Lessee, respectively.

I. The headings to the various Articles and Exhibit to this Lease have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms, provisions and conditions of the Lease.

J. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Both Lessor and Lessee each covenant and warrant to the other that is possessed of sufficient legal authority to execute, enter into and observe all the terms and conditions set forth in this Lease.

K. This Lease and attached exhibits constitute the entire agreement between the parties and superseded all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this Lease shall not be valid unless made in writing and signed by both parties.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH PROVISION IN IT AND BY EXECUTING IT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT. THE PARTIES AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, ITS TERMS ARE REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

Accepted and Agreed.

WITNESSES:

LESSOR:
VILLAGE OF GRAFTON

By: _____

Its: _____

WITNESSES:

LESSEE:

By: _____

Its: _____

ACKNOWLEDGMENT

State of Ohio)
County of Lorain) ss:

On this _____ day of _____, 2022, before me personally appeared _____ known to me to be the _____, who acknowledged that _____ executed the foregoing Lease, that the same is _____ free and voluntary act and deed, and that _____ is duly authorized to enter into this Lease for and on behalf of _____.

Notary Public, State of Ohio
My Commission Expires _____

ACKNOWLEDGMENT

State of Ohio)
County of Lorain) ss:

On this _____ day of _____, 2022, before me personally appeared _____ known to me to be the _____, who acknowledged that _____ executed the foregoing Lease, that the same is _____ free and voluntary act and deed, and that _____ is duly authorized to enter into this Lease for and on behalf of _____.

Notary Public, State of Ohio
My Commission Expires _____

EXHIBIT "A"

Description of Leased Premises

Situated in the Village of Grafton, Lorain County, Ohio, and being part of Original Lots 37, 38, 43, and 44 of Township 5 North, Range 16 West, formerly in Eaton Township, and part of 30.00 acres of parcel of land and a 7.00 acres parcel of land and a 42.00 acres parcel of land described in Deed Volume 186, Page 371, and part of 2.25 acres of land described in Deed Volume 186, Page 372, as conveyed to the State Of Ohio, and part of 50.50 acres of land described in Deed Volume 433, Page 358, as conveyed to Ohio Department Of Public Welfare, and more particularly described as follows:

BEGINNING in the centerline of South Island Road at a monument box found marking the southeast corner of said Original Lot 37 and the northeast corner of Original Lot 38;

1) Thence on and along the centerline of South Island Road and the east line of said Original Lot 38, S 0° 00' 11" W, a distance of 1121.49 feet to a monument box found at the intersection of Capel Road;

2) Thence on and along the centerline of Capel Road, S 89° 57' 49" W, a distance of 5057.55 feet to the southeasterly line of CSX Rail Road;

3) Thence on and along said southeasterly line of CSX Rail Road, N 54° 50' 01" E, a distance of 4627.48 feet to an iron pipe found at the most westerly corner of Lorain County Auditor Parcel 1100037000004, identified as Eaton Township Trustees land, no record legal description found;

4) Thence on and along the southwesterly line of said Eaton Township Trustees, S 79° 41' 07" E, a distance of 1296.01 feet to a Mag Nail set on the east line of said Original Lot 37 and on the centerline of South Island Road, passing an iron pin found 1265.88 feet;

5) Thence on and along the centerline of South Island Road and said east line of Original Lot 37, S 0° 00' 55" W, a distance of 1308.44 feet returning to the point of BEGINNING.

Containing in all 190.144 acres more or less, of which 4.551 acres is existing road right of way, and described further as

0.903 acres is within Lorain County Auditor parcel number 1100037000003, 0.000 acres is within Lorain County Auditor parcel number 1100037000002, 1.769 acres is within Lorain County Auditor parcel number 1100038000004, 0.450 acres is within Lorain County Auditor parcel number 1100038000001, 0.000 acres is within Lorain County Auditor parcel number 1100044000003, 1.051 acres is within Lorain County Auditor parcel number 1100043000003, 0.085 acres is within Lorain County Auditor parcel number 1100043000005, 0.293 acres is within Lorain County Auditor parcel number 1100043000004.

Bearings are based on an assumed meridian and used for angular measurements only.

Iron pins set are 5/8" x30" steel rods with a yellow cap stamped "Poggemeyer Design Group Survey Marker".

This description is based on an actual field survey done by Poggemeyer Design Group and was prepared by Kevin Canavan P.S., surveyor number S-7448.

As stated in the LEASE, the acreage shown will be included in the LEASE of this parcel as outlined and referenced in Exhibit "A".

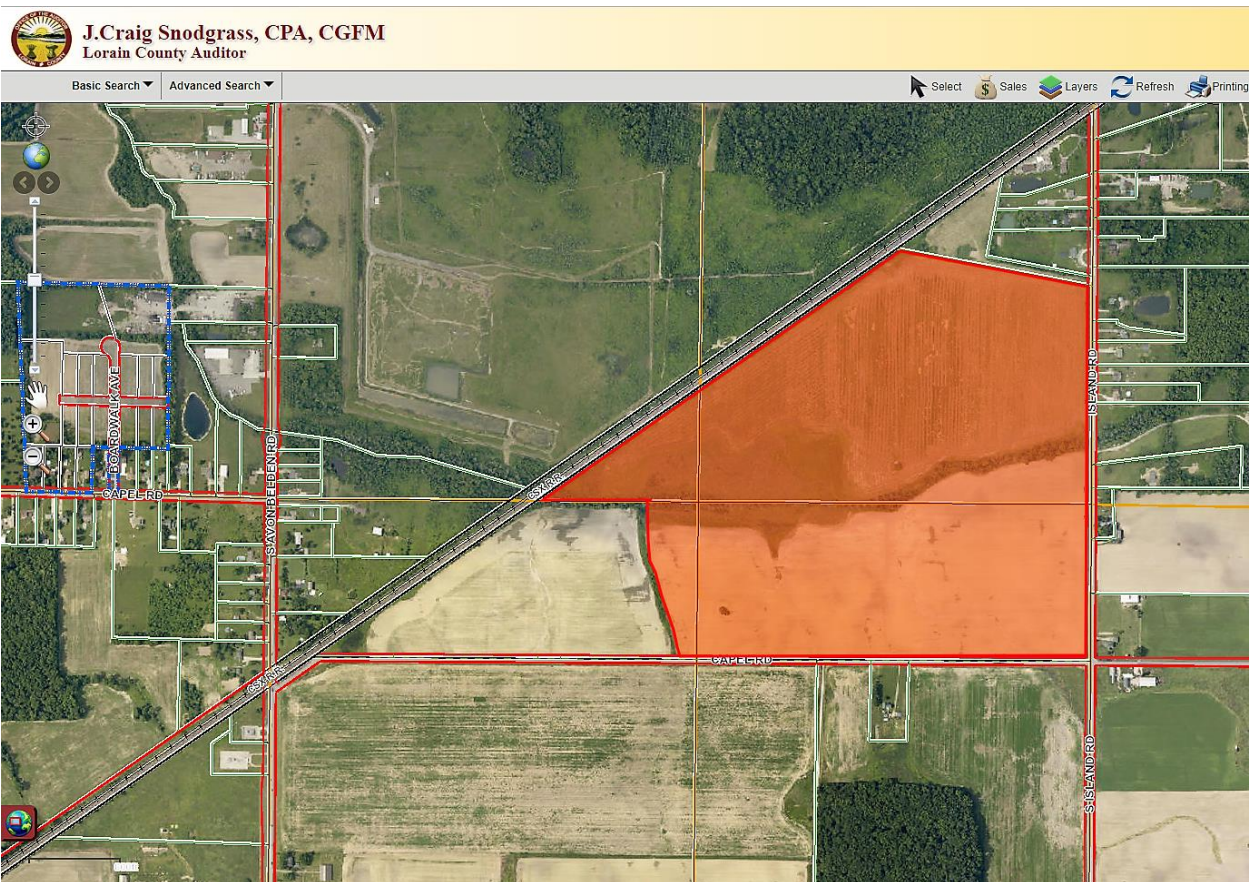
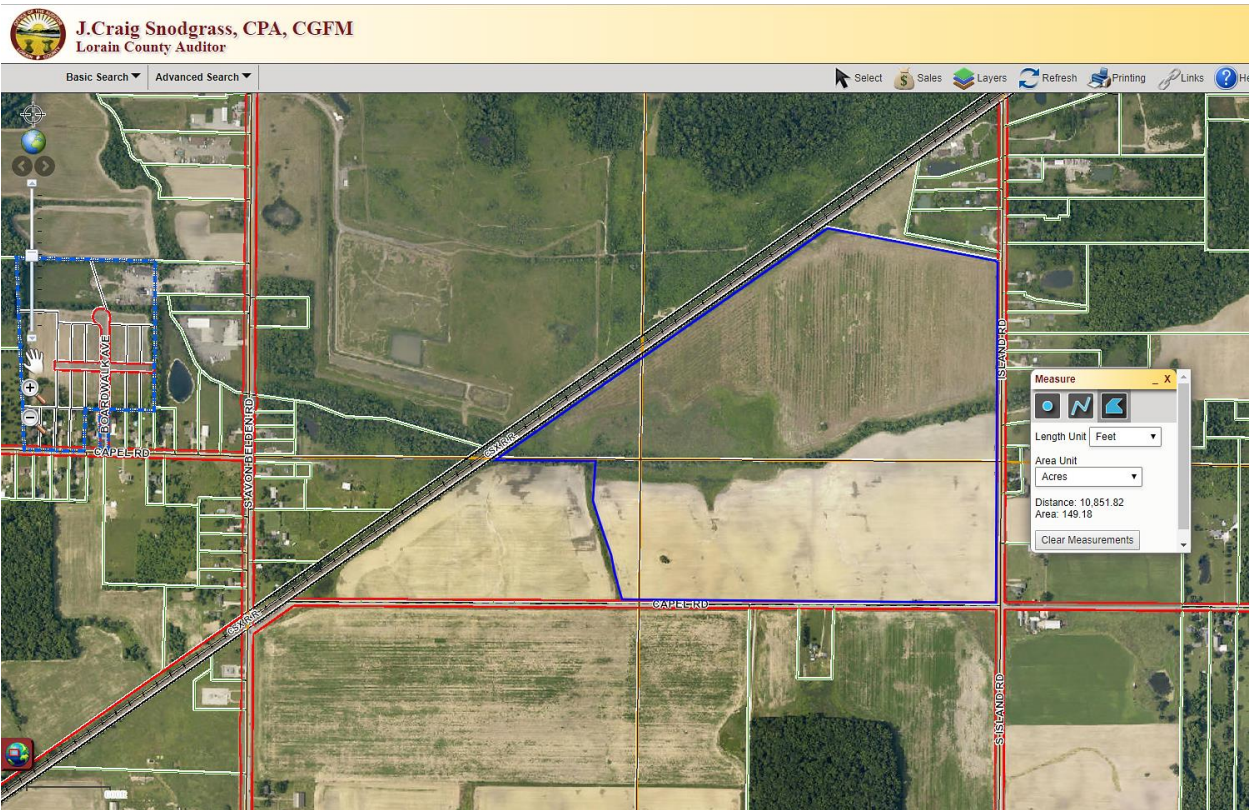


EXHIBIT "B"

Description of Leased Premises

Begin at the intersection of Avon-Belden Road (SR 83) and Capel Road, thence, northeasterly, along the center of Capel Road, 385 feet +/- to an angle point in said road, thence, westerly, along said center of Capel Road, 3210 feet +/- to a point 20 feet west of a gravel drive, thence, southerly, and remaining 20 feet west of the gravel drive, 2635 feet +/- to a point, thence westerly, and parallel to the centerline of Capel Road, 3545 feet +/- to the center of Avon-Belden Road (SR 83), thence northerly, along the center of Avon-Belden Road (SR 83), 2325 feet +/- to the beginning containing approximately 198 acres. Being Lorain County Parcels: Part of 1100038000001, Part of 1100039000001, Part of 1100039000002, Part of 1100042000001, All of 1100043000007 and All of 1100043000006.

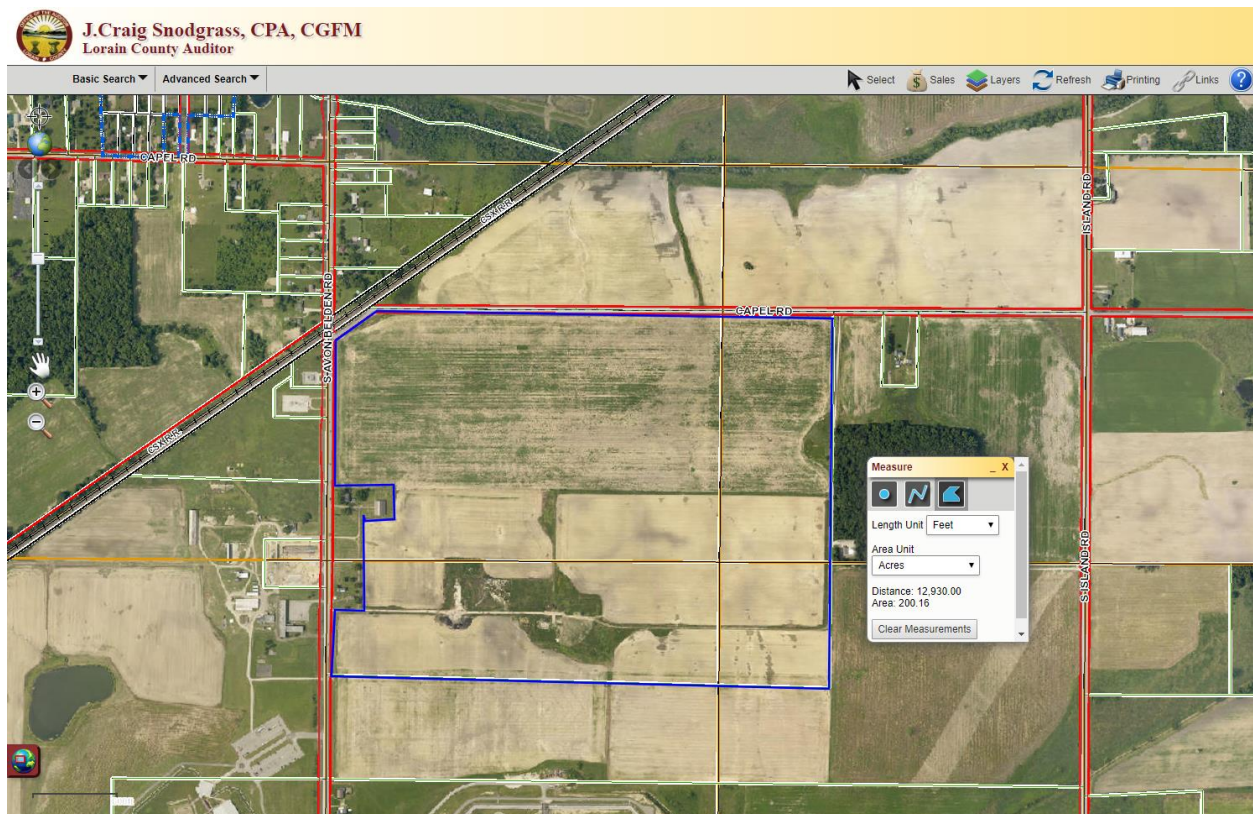
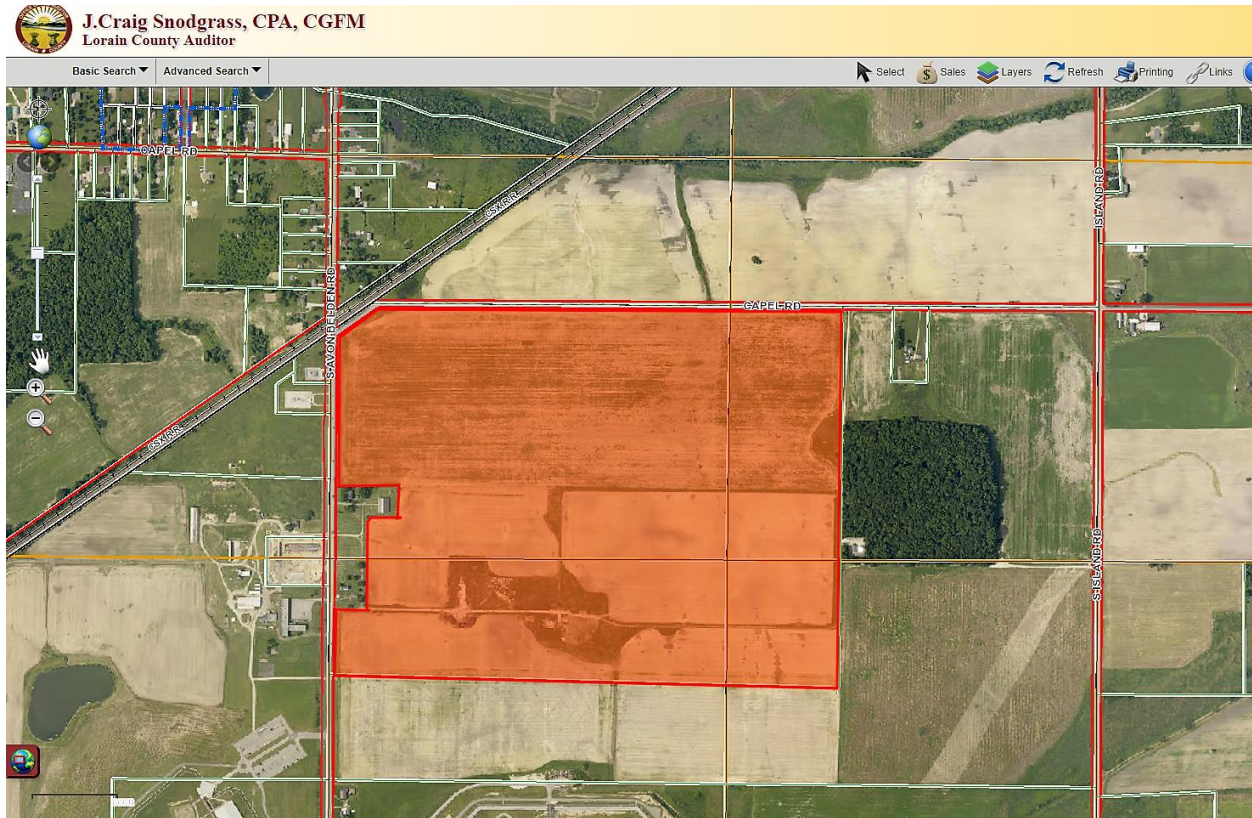


EXHIBIT "B" (continued)



As stated in the LEASE, the acreage shown will be included in the LEASE of this parcel as outlined and referenced in Exhibit "B".

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EXHIBIT “C”
Description of Leased Premises

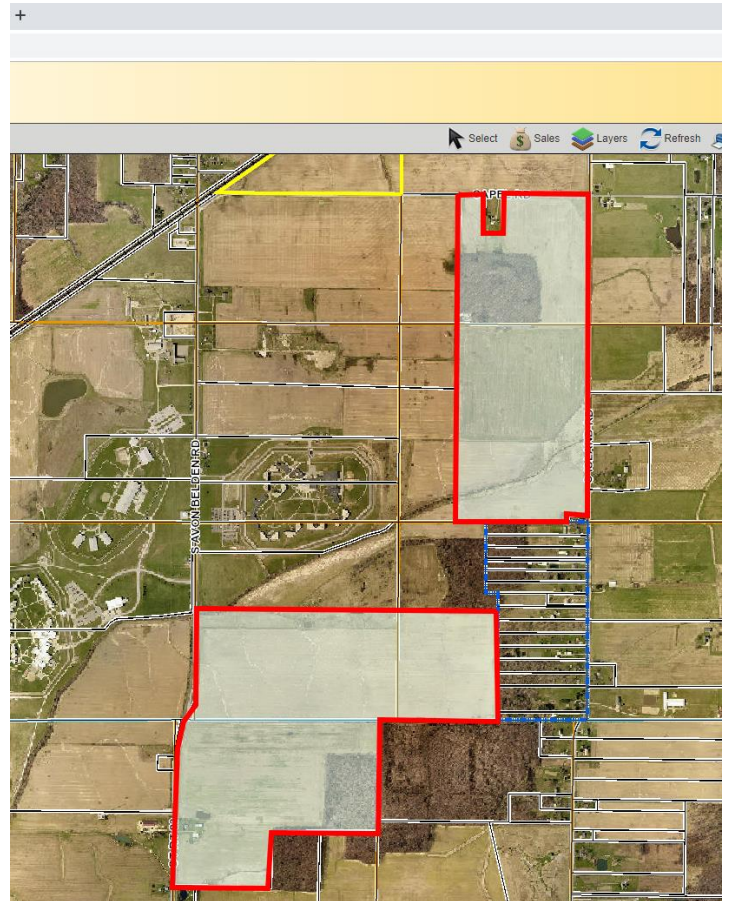
Parcel #: 1100038000007
Mobile Home Reg #:
Owner: GRAFTON VILLAGE OF
Address: E CAPEL RD GRAFTON, OH 44044

Parcel #: 1100039000008
Mobile Home Reg #:
Owner:
Address: S ISLAND RD COLUMBIA STATION, OH 44028

Parcel #: 1100040000022
Mobile Home Reg #:
Owner:
Address: REAR LAND COLUMBIA STATION, OH 44028

Parcel #: 1100041000004
Mobile Home Reg #:
Owner:
Address: S AVON BELDEN RD GRAFTON, OH 44044

Parcel #: 1600006000002
Mobile Home Reg #:
Owner: GRAFTON VILLAGE OF
Address: 14757 ST RT 83 GRAFTON, OH 44044



As stated in the LEASE, the acreage shown will be included in the LEASE of this parcel as outlined and referenced in Exhibit “C”.

Parcel #: 1100038000007
Mobile Home Reg #:
Owner: GRAFTON VILLAGE OF
Address: E CAPEL RD GRAFTON, OH 44044

and,

Parcel #: 1100039000008
Mobile Home Reg #:
Owner:
Address: S ISLAND RD COLUMBIA STATION, OH 44028

Situated in the Village of Grafton, Lorain County, Ohio, and being part of Original Lots 38 and 39 of Township 5 North, Range 16 West, in Eaton Township, and part of 38.00 acres of land described in Deed Volume 186, Page 371, and part of 28.75 acres of land described in Deed Volume 186, Pages 362, and part of 29.50 acres of land described in Deed Volume 186, Page 363, as conveyed to the State Of Ohio, and part of 112.06 acres of land described in Deed Volume 433, Page 358 and part of 62.00 acres of land described in Deed Volume 433, Page 360, as conveyed to Ohio Department of Public Welfare, and more particularly described as follows:

BEGINNING in the centerline of South Island Road at a one inch iron pin found in a monument box marking the southeast corner of said Original Lot 38 and the northeast corner of Original Lot 39;

- 1) Thence on and along the centerline of South Island Road and the east line of said Original Lot 39, S 0° 01' 27" E, a distance of 2,589.80 to a Mag Nail set at the northeast corner of land described in Record 928015#1976, as conveyed to Michael J. Hearn and Elaine D. Hearn;
- 2) Thence on and along the northerly line of said Hearn land, S 89° 23' 22" W, a distance of 264.00 feet to an iron pin set;
- 3) Thence on and along a westerly line of said Hearn lands, S 0° 01' 27" E, a distance of 82.50 feet to an iron pin set;
- 4) Thence on and along a northerly line of said Hearn lands, S 89° 23' 22" W, a distance of 1540.00 feet to an iron pin set, passing at 1120.68 feet an iron pin found;
- 5) Thence N 0° 12' 22" W, a distance of 2688.28 feet to an iron pin set on the north line of Original Lot 39 and on the south line of Original Lot 38, passing iron pins set at 512.87 feet, at 999.24 feet, at 1807.45, and at 2048.16 feet;
- 6) Thence N 1° 28' 30" E, a distance of 1754.86 feet to a Mag Nail set on the centerline of Capel Road, passing an iron pin set on the south right of way line of Capel Road at 1729.86 feet;
- 7) Thence on and along the centerline of Capel Road, N 89° 57' 49" E, a distance of 343.52 feet to a Mag Nail found marking the northwest corner of land described in Record 0597232#2016, as conveyed to North Ridge Greathouse II, LLC;

- 8) Thence on and along the west line of said North Ridge Greathouse II LLC land, S 1° 02' 06" W, a distance of 521.95 feet to and iron pin found, passing an iron pin found at 25.04 feet;
- 9) Thence on and along the south line of said North Ridge Greathouse II LLC land, N 89° 58' 16" E, a distance of 245.00 feet to an iron pin found;
- 10) Thence on and along the east line of said North Ridge Greathouse II LLC land, N 1° 02' 16" E, a distance of 521.99 feet to a Mag Nail found on the centerline of said Capel Road, passing an iron pin found at 549.90 feet;
- 11) Thence on and along the centerline of said Capel Road, N 89° 57' 49" E, distance of 1,178.84 feet to a monument box found on the centerline of South Island Road and on the east line of said Original Lot 38;
- 12) Thence on and along the centerline of South Island Road and on the east line of said Original Lot 38, S 0° 00' 11" W, a distance of 1,752.14 feet returning to the point of BEGINNING.

Parcel #: 1100040000022
Mobile Home Reg #:
Owner:
Address: REAR LAND COLUMBIA STATION, OH 44028

and,

Parcel #: 1100041000004
Mobile Home Reg #:
Owner:
Address: S AVON BELDEN RD GRAFTON, OH 44044

Situated in the Village of Grafton, Lorain County, Ohio, and being part of Original Lots 40, Original Lot 41, and 60 of Township 5 North, Range 16 West, in Eaton Township, and part of 37.65 acres of parcel of land and a 40.25 acres parcel of land and a 75.25 acres parcel of land and a 79.75 acres parcel of land described in Deed Volume 186, Page 365, as conveyed to The State of Ohio, and more particularly described as follows:

BEGINNING at an iron pin found marking the southwest corner of said Original Lot 41 and the southeast corner of Original Lot 60;

- 1) Thence on and along the south line of said Lot 60, S 89° 40' 14" W, a distance of 127.97 feet to a Mag Nail set on the 1937 centerline of right-of-way line of State Route 83, also known as South Avon Beldon Road, passing an iron pin set on the easterly right of way line of State Route 83 at 94.17 feet;

- 2) Thence on and along said centerline, N 27° 05' 44" E, a distance of 281.56 feet to an iron pin set on the west line of Original Lot 41 and on the east line of Original Lot 60;
- 3) Thence on and along the west line of Original Lot 41 and the east line of Original Lot 60, N 0° 03' 47" E, a distance of 1,240.00 feet to a Mag Nail set;
- 4) Thence N 89° 27' 50" E, a distance of 4,112.08 feet to an iron pin set on the west line of Eaton Island Farms, an unrecorded plat, and on the west line of land described in Document 2015-0551149, as conveyed to David M. Freeman, passing an iron pin set on the east line of Original Lot 41 and on the west line of Original Lot 40 at 2764.28 feet;
- 5) Thence on and along the west line of said Eaton Island Farms, S 0° 08' 44" E, a distance of 1,504.72 feet to an iron pin found at the southwest corner of said Eaton Island Farms and on the south line of said Original Lot 40;
- 6) Thence on and along the south line of Original Lot 40 and then the south line of Original Lot 41, S 89° 40' 14" W, a distance of 4,117.43 feet returning to the point of BEGINNING;

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EXHIBIT “D”

2021 PROPERTY TAX ASSESSMENT

September 7, 2022: CAUV APPLICATION PENDING before the Lorain County Auditor

Property Taxes shown in this EXHIBIT “D” are from 2021 and are subject to change and review from the office of the Lorain County Auditor.

Parcel #: 1100044000003	(8.09 acres)	\$ 930.50
Parcel #: 1100037000019	(74.95 acres)	\$ 8,398.54
Parcel #: 1100038000005	(64.24 acres)	\$ 7,203.52
Parcel #: 1100043000016	(6.5 acres)	(EXEMPTED by VILLAGE)
Parcel #: 1100043000017	(111.16 acres)	\$15,230.76
Parcel #: 1100038000006	(30.88 acres)	\$ 3,748.82
Parcel #: 1100042000004	(59.97 acres)	\$ 8,367.32
Parcel #: 1100039000006	(15.01 acres)	\$ 1,726.26
Parcel #: 1100038000007	(69.1 acres)	\$ 6,786.20
Parcel #: 1100039000008	(110.76 acres)	\$ 11,707.58
Parcel #: 1100041000004	(94.79 acres)	\$ 10,782.56
Parcel #: 1100040000022	(46.65 acres)	\$ 5,365.54
Parcel #: 1600006000002	(109.26 acres)	\$ 3,252.54

Lessee potential 2023 tax liability (without CAUV) (without LCA increase) \$ 83,500.14

PROPERTY TAX assessment is in addition to annual LEASE and will be billed to the Lessee separate of the LEASE biannually at a time to be determined by the office of the Village of Grafton CLERK-TREASURER.