

ORDINANCE NO. 2011-02

INTRODUCED BY: Mayor Rinker and Council as a Whole

**AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR
TO ENTER INTO AN AMENDMENT TO THE
DEVELOPMENT AGREEMENT WITH
PROGRESSIVE CASUALTY INSURANCE COMPANY
RELATIVE TO THE SOUTHERNMOST PART
OF THE NORTHWEST QUADRANT**

WHEREAS, due to the change in circumstances occurring since the Parties executed the Development Agreement in 2006, and the counterpart Ordinance No. 2005-18 (both attached hereto and incorporated by reference as Exhibit "A" and Exhibit "B" and hereinafter referred to collectively as the "2006 Agreement"), which changes include *inter alia* Progressive's decision to refrain from constructing what has commonly been identified as "Campus 3", the Parties, through this Amendment, pursuant to Paragraph 23 of the 2006 Agreement, supported by valuable consideration, rededicate their mutual promises to effectuate the purposes and provisions of the 2006 Agreement where applicable; and

WHEREAS, this Amendment herein incorporates and reiterates by reference the Village's threefold legislative intent set forth in its 2005 "Complaint for the Appropriation of Property" in the case captioned, *Village of Mayfield v. Costanzo & Son Co., et al.*, Case No. 2005 ADV 0102032, filed in the Court of Common Pleas, Probate Court Division, Cuyahoga County, Ohio, a copy of which is attached hereto and incorporated herein as Exhibit "C"; said three-fold legislative intent stated in 2005 as follows:

To further the public purposes of:

1. Economic development;
2. The conservation of natural resources of the Village by the creation of parks and greenspace; and
3. To allow the continuation of a planned development; and

WHEREAS, said case was settled in 2006, as evidenced by Exhibit "D", a copy of the Court's Journal Entry, attached and incorporated herein by reference, which settlement *inter alia* was supported by monetary consideration paid by Progressive to the Village in excess of \$3 million as reimbursement for acquisition of land and legal expenses for the case, and further consideration expended by the Village in the exercise of its governmental eminent domain powers and the deeding

over to Costanzo and Son Company some ± six (6) acres of public lands in 2006, along with other good and valuable consideration as more fully set forth in the Court's Journal Entry; and

WHEREAS, the parties hereto desire to amend the 2006 Agreement on the terms and conditions set forth herein; and

WHEREAS, this Amendment and Legislation further memorializes the Village's historic implementation of previously-legislated policy exemplified in the following specific exhibits admitted into evidence in the appropriation case and accordingly constituting public record, to wit: Plaintiff's Exhibits 5-56, 62 and 63, incorporated by reference herein; and

WHEREAS, Mayfield Village has taken many actions in furtherance of the 2006 Agreement which the Parties herein acknowledge as actions taken by Mayfield Village since 2005 to administer by way of tangible investment of public resources the threefold public purposes articulated above and are set forth as follows:

1. Construction of the Highland Road pedestrian underpass;
2. Installation of an All-Purpose Trail ("APT") between Wiley Park and the Parkview Recreation complex, linking two major municipal park complexes and in turn linking them by way of an APT and pedestrian underpass at S.O.M. Center Road to the Cleveland Metroparks North Chagrin Reservation;
3. Construction in coordination with the Cleveland Metroparks of the Foster's Run stream, trail and wetland rehabilitation project, running from Wiley Park to the Chagrin River, a National Scenic River;
4. Construction of three softball and one additional soccer field in the Parkview Recreation complex;
5. Preservation of lands adjacent to the North Commons Wetland Preserve, adding several acres of natural meadows and new wetlands;
6. The creation and publication of the Mayfield Village Greenway Corridor Master Plan;
7. A 2010 grant from NOACA for \$600,000.00 to construct and implement the Mayfield Village Greenway Corridor Master Plan and complete the Greenway APT connecting Center School, the second southerly S.O.M. Center Road pedestrian underpass and Wiley Park;

8. The purchase of some five (5) acres of additional parkland to expand the acreage surrounding the southerly S.O.M. underpass;
9. The construction of a new police station at Wiley Park, reconstruction of the Wiley Park pavilion, re-landscaping of Wiley Park grounds and the continuous investment in the Bennett-Van Curen Historical House situated in Wiley Park;
10. Preliminary construction of an open-air amphitheatre adjacent to Parkview Pool, the northerly underpass and the APT; and
11. An agreement entered into on or about September 28, 2010 between the Village and the Board of Trustees of the Cuyahoga County Public Library, which is incorporated herein by reference, to deed over five (5) acres of land upon which a new facility will be constructed by the Library Board, paid entirely by the Board and presently estimated to cost between \$11 to \$12 million which will be integrated into the Village's Greenway APT.

WHEREAS, all of the above-enumerated actions by the Village implementing the various public improvements are part of the Village's ongoing implementation of land use and planning policies which have been previously authorized and legislated; and

WHEREAS, the Parties have agreed to certain amendments which will reflect the representation and agreement of the Parties involved which the Village wishes to authorize.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. That the Mayor and President of Council are hereby and herein authorized and directed to enter into an Amendment to Development Agreement with Progressive Casualty Insurance Company in a form substantially similar to that set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the health, safety and welfare of the residents of Mayfield Village, Ohio. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5)

members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.



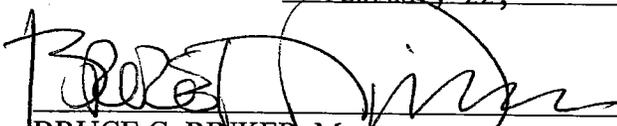
WILLIAM BUCKHOLTZ
Council President

First Reading: February 22, 2011

Second Reading: Suspended 2011

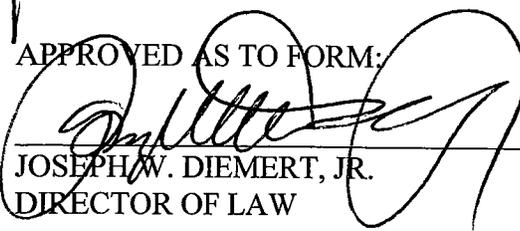
Third Reading: Suspended 2011

PASSED: February 22, 2011

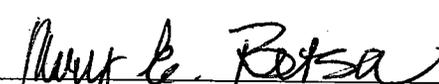


BRUCE G. RINKER, Mayor

APPROVED AS TO FORM:



JOSEPH W. DIEMERT, JR.
DIRECTOR OF LAW

ATTEST: 

MARY E. BETSA,
Clerk of Council

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT entered into this _____ day of _____, 2011 is made by and between MAYFIELD VILLAGE, a municipal corporation which is a political subdivision of the State of Ohio, having an address at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143 ("Village") and PROGRESSIVE CASUALTY INSURANCE COMPANY, an Ohio corporation, having an address at 6300 Wilson Mills Road, Mayfield Village, Ohio 44143 ("Progressive") and amends the Development Agreement entered into between the Parties on March 29, 2006.

This Agreement amends the Development Agreement and hereinafter shall be referred to as the "Amendment".

PREAMBLE

WHEREAS, due to the change in circumstances occurring since the Parties executed the Development Agreement in 2006, and the counterpart Ordinance No. 2005-18 (both attached hereto and incorporated by reference as Exhibit "A" and Exhibit "B" and hereinafter referred to collectively as the "2006 Agreement"), which changes include *inter alia* Progressive's decision to refrain from constructing what has commonly been identified as "Campus 3", the Parties, through this Amendment, pursuant to Paragraph 23 of the 2006 Agreement, supported by valuable consideration, rededicate their mutual promises to effectuate the purposes and provisions of the 2006 Agreement where applicable; and

WHEREAS, this Amendment herein reiterates the Village's threefold legislative intent set forth in its 2005 "Complaint for the Appropriation of Property" in the case captioned, *Village of Mayfield v. Costanzo & Son Co., et al.*, Case No. 2005 ADV 0102032, filed in the Court of Common Pleas, Probate Court Division, Cuyahoga County, Ohio, a copy of which is attached hereto and incorporated herein as Exhibit "C"; said threefold legislative intent stated in 2005 as follows:

To further the public purposes of:

1. Economic development;
2. The conservation of natural resources of the Village by the creation of parks and greenspace; and
3. To allow the continuation of a planned development; and

WHEREAS, said case was settled in 2006, as evidenced by Exhibit "D", a copy of the Court's Journal Entry, attached and incorporated herein by reference, which settlement *inter alia* was supported by monetary consideration paid by Progressive to the Village in excess of \$3 million as reimbursement for the acquisition of land and legal expenses for the case, and further consideration expended by the Village in the exercise of its governmental eminent domain powers and the deeding over to Costanzo and Son Company some ± six (6) acres of public lands in 2006, along with other good and valuable consideration as more fully set forth in the Court's Journal Entry; and

- A) \pm 3.4 acres to the Village for platting and future dedicated Right of Way ("R.O.W.") for access by Progressive to S.O.M. Center Road, as depicted on the color-coded Map as Parcel "A" colored red. The Village will be responsible for development of an entrance road to the library parcel. Any future Roadway for access by Progressive or its successors or assigns will be subject to the provisions previously stated herein. Notwithstanding, the Parties agree at this time to reserve and record appropriate access and utility easement rights for the benefit of Progressive and its successors or assigns over this parcel for the Progressive-owned property to the west;
- B) An easement to the Village of approximately 50 feet width for use as a Greenway All Purpose Trail, ("APT") on the Progressive-owned parcels, constituting \pm ___ acres of easement area, as depicted on the color-coded Map as Parcels "E1" and "E2", colored blue. The Parties further agree to enter into an Easement Agreement based upon the current location of the Trail, subject to Progressive's right to require the Village to relocate the Trail in the future in Progressive's discretion, and Progressive agrees to contribute up to \$50,000 towards the Village's out-of-pocket costs to complete such relocation. Any relocation would be subject to the relocated easement being of the same or similar width. The process for relocating the easement and Trail will be set forth in the Easement Agreement;
- C) \pm 1.1 acre to the Village depicted as Parcel "D" in a teal color on the Map, strictly on condition that Mayfield Village deed over to the Board of Trustees of the Cuyahoga County Public Library said parcel along with \pm 3.9 contiguous acres, depicted on the Map as Parcel "C" in yellow, for the purposes set forth in that certain agreement between Mayfield Village and the Library, captioned "Real Estate Purchase Agreement", appended as Exhibit "A" to Ord. 2010-38; and

The Parties will continue to coordinate and consult as necessary to effectuate promptly a lot consolidation and/or lot split and record the above listed land transfers and delineations as deemed necessary for these donations and other transfers. Progressive will retain the surveyor and pay the necessary surveying fees and filing fees associated therewith. All transfers shall occur no later than February 28, 2011, or such later time as the parties may agree, subject to the requirements of Section 7 below.

4. Wetlands Impact and Mitigation.

Progressive and the Village will cooperate with respect to obtaining any permits or other approvals as are necessary in connection with the installation of a driveway to serve the Library parcel and/or the development of the R.O.W. to be situated on the \pm 3.4 acres identified above as Parcel "A", said R.O.W. to be constructed (if at all) at a mutually agreed upon future date. The parties intend for the Library driveway to impact not more than one-half (1/2) acre of the

wetlands on such parcel. The expected impact of the R.O.W. is not known at this time, and the parties agree to coordinate further in the design and development thereof, if and when the Progressive-owned parcel is developed by Progressive or its successors or assigns.

Progressive agrees to use its best efforts to transfer to the Village deposits in the amount of \$43,120 that Progressive has previously made with the Ohio Wetlands Foundation for certain wetlands mitigation credits, subject to the approval of the Ohio Wetlands Foundation under its agreement with Progressive. Progressive agrees to maintain and renew such agreement as may be required by the Ohio Wetlands Foundation, provided that no additional deposit or funding is required to be made by Progressive in connection therewith. If such deposits are so transferred, such funds shall first be used in connection with the mitigation of wetlands impacted in connection with the development of the ± 3.4 acres identified above, and any funds remaining after such mitigation obligations are satisfied may be used by the Village in its discretion. Progressive shall have no further financial obligation with respect to any wetlands mitigation in connection with said ± 3.4 acres parcel, unless specifically agreed by Progressive in writing.

The Village will promptly file the required application for permits with respect to the impacts resulting from the Library driveway. With respect to the development of the R.O.W. and any wetlands mitigation that may be necessary in connection therewith, the parties agree to coordinate on any required applications for permits if and when the Progressive-owned parcel is developed by Progressive or its successors or assigns.

5. Construction of Roadway.

The Village agrees to affirm the requirements for the construction of the Roadway set forth in the Development Agreement, assuming that an appropriate T.I.F. Agreement is in place to cover the cost thereof. The Village and Progressive, or its successor or assigns, agree to work together to accomplish the design and construction of the Roadway.

6. All-Purpose Trail.

In addition to the APT mentioned above, Progressive also agrees to convey a second easement traversing Progressive's "Discovery" Building located on Beta Drive to replace the current License Agreement that is in place. The Parties agree to enter into an Easement Agreement based upon the current location of the APT on such property.

The Village will be responsible for the necessary surveying and site plan work for this APT Easement Agreement.

7. Demolition of Building.

Prior to the property transfers contemplated by Sections 2 and 3 above, the Village agrees to finally resolve and extinguish the rights of any third party to salvage relating to the building on the Adjacent Property, as provided in the Court's Journal Entry attached hereto as Exhibit "D". Thereafter, the property transfers will be consummated as provide above, and Progressive will then promptly raze said building and remove all debris from the property. The Village will

not agree to any resolution of such salvage rights that requires or permits any party to have access to the property after the transfer of title to Progressive, unless such access rights are agreed to in advance in writing by Progressive, which agreement may be subject to such restrictions or requirements as Progressive may deem necessary or appropriate.

8. Modification.

This Amendment may be modified at any time in writing by mutual consent of the parties.

9. Cooperation of Future Performance.

The parties agree that they shall cooperate in good faith as outlined in the Cooperation of Future Performance provision as set forth in Paragraph 25 of the 2006 Agreement.

IN WITNESS WHEREOF, Progressive and the Village have hereunto caused this Amendment to be executed by their duly authorized representatives as of the date set forth above.

MAYFIELD VILLAGE, a municipal corporation

PROGRESSIVE CASUALTY INSURANCE COMPANY

By: _____

By: _____

Title: _____

Title: _____

By: _____

Title: _____

Approved as to legal form:

Joseph W. Diemert, Jr.
Director of Law

FISCAL OFFICER'S CERTIFICATE

As Fiscal Officer of Mayfield Village, Ohio, I certify that the amount required to meet the obligations of the Village under the attached Amendment to the Development Agreement has been lawfully appropriated for such purpose, and is in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. The Certificate is given in compliance with Section 5705.41 and 5709.44 of the Ohio Revised Code.

Dated: _____, 2011

Director of Finance

COPY

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made by and between Mayfield Village, a municipal corporation which is a political subdivision of the State of Ohio, having an address at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143 ("Village") and Progressive Casualty Insurance Company, an Ohio corporation, having an address at 6300 Wilson Mills Road, Mayfield Village, Ohio 44143 ("Progressive").

PREAMBLE

WHEREAS, Progressive intends to acquire +/- 57 acres of undeveloped land fronting on S.O.M. Center Road, Mayfield Village, Ohio, (the "Property") in connection with the construction of two or more office buildings and other facilities for use in its business operations (collectively the "Development"); and

WHEREAS, the Village intends to acquire +/- 7.5 acres of certain adjacent property (the "Adjacent Property") fronting on S.O.M. Center Road for economic development, municipal recreational and park land purposes; and

WHEREAS, the parties wish to make certain provision for the Property, the Adjacent Property, the Development and economic development in general, including the transfers by each party to the other of a portion of the Property and/or Adjacent Property, and the construction of various infrastructure improvements in furtherance of the Development pursuant to a Tax Incremental Financing ("T.I.F.") Agreement to be executed by the parties; and

WHEREAS, the provisions set forth above and as provided herein are in furtherance of the Village's 1997 Master Plan for the area; and

WHEREAS, in addition to the above the Village and Progressive agree to execute an Income Tax Grant Agreement and in accordance and pursuant to that agreement, so long as the future income tax paid to the Village from Progressive (i.e., employee income tax withholding) meets a certain baseline, fifty percent (50%) of such income tax revenues generated from the Development will be paid in the form of a grant to Progressive

NOW, THEREFORE, subject to final site plan approval for the Development, and the parties' execution of a Tax Incremental Financing Agreement and an Income Tax Grant Agreement, Progressive and the Village hereby agree as follows:

1. COMMENCEMENT OF DEVELOPMENT.

Progressive shall prepare and submit to the Village plans for the construction of the Development. The Village agrees to approve these plans as promptly as possible, including such reasonable adjustments as allowed by the zoning code or as approved by the Village (similar to those approved for Progressive's existing facilities at 300 North Commons Blvd.), subject to all applicable zoning and regulatory requirements. Subject to timely performance of the Village's

obligations under the other provisions of this Agreement, Progressive shall commence construction following receipt of all necessary approvals and permits, and will construct on a continuous basis at least two office buildings, parking facilities and related improvements. Progressive commits to a minimum construction investment for the first two buildings, parking facilities and related improvements of not less than one hundred million dollars (\$100,000,000.00). Progressive shall use its best efforts, consistent with its business needs, to ensure that Progressive and its affiliated entities employ in the facilities to be constructed at the Development not less than one thousand (1,000) employees, as further defined in the Income Tax Grant Agreement by the end of the twelve month period following completion of construction. Both parties agree that a roadway will be constructed (hereinafter "the Roadway") and various utilities provided or supplied to a mutually agreeable location on or adjacent to the Development (collectively the "Utilities") to service the Development, as further provided herein.

2. PURCHASE OF ADJACENT PROPERTY.

The Village has commenced and will pursue diligently to completion all action necessary with its full powers to acquire the Adjacent Property generally depicted in Exhibit A attached hereto and incorporated herein, needed for the Development. Once acquired by the Village, Progressive agrees to purchase from the Village the Adjacent Property for the price of Three Million dollars (\$3,000,000.00). Progressive agrees to fund such purchase price in advance, at the time that the Village acquires the Adjacent Property, and thereafter, the Village agrees to transfer title to the Adjacent Property when so requested by Progressive or, at the latest, promptly after such time as the current owner thereof vacates the Adjacent Property in accordance with the Village's Journalized Agreement with such current owner.

Progressive also agrees to reimburse the Village for its out-of-pocket costs, including legal fees, associated with the acquisition of the Adjacent Property.

3. DONATION OF PROPERTY BY PROGRESSIVE.

Progressive agrees to donate to the Village 2.87 acres of the Adjacent Property fronting on SOM Center Road for municipal recreation and park land purposes and 2.28 acres of land located to the North of the Adjacent Property for purposes of the construction of the Roadway, (collectively the "Donated Property") generally depicted in Exhibit B attached hereto and incorporated herein.

The parties will coordinate and consult as necessary to effect a lot consolidation and/or lot split as necessary for the Development and to implement the terms of this Agreement as soon as practicable after Progressive's acquisition of the Adjacent Parcel per Section 2 above. Progressive will retain the surveyor and pay the necessary surveying fees and filing fees associated therewith. The parties acknowledge that all acreage figures included in this Agreement are intended to be estimates pending the final determinations shown on the plat(s) to

be prepared by the surveyor and agreed by the parties. The Village agrees to expedite the required Village reviews and approvals when the plat(s) are submitted for approval. The donations of properties required by this Section 3 and the purchases required by Section 4 will then be consummated promptly after the recording of the required plat(s), unless the parties agree otherwise.

4. PURCHASE OF UNDEVELOPED PROPERTY BY VILLAGE.

The Village shall purchase at the cost of One Hundred and Seventy Eight Thousand Dollars (\$178,000.00) per acre a portion of the undeveloped land lying within the Property, as substantially described and depicted in Exhibit C, attached and incorporated herein, (the "Village Land") aggregating +/- 13 acres.

The Village further agrees to purchase in the future such other lands as will benefit the Development, and expand municipal park land.

All land donated or sold by Progressive to the Village will be subject (by language to be agreed by the parties) to appropriate restrictions on the use of the transferred property for municipal recreation and park land purposes consistent with the Village's 1997 Master Plan.

5. CONSTRUCTION OF ROADWAY.

As substantially depicted in Exhibit D attached hereto and incorporated herein, the Village shall construct a roadway across from Hickory Hill Drive on or before December 31, 2007, or by such other deadline as the parties may hereafter agree (hereinafter the "Roadway"). The Roadway will be constructed in a manner similar to North Commons Boulevard, unless the parties mutually agree otherwise during the design phase.

The parties further agree to consult from time to time to address other necessary or appropriate infrastructure and transportation improvements for or in connection with the Development, including, without limitation, the possible widening of Wilson Mills Road and improved access to I-271. In the event the parties agree to the need for such other improvements, the Village shall complete such improvements, or shall cause such improvements to be completed, in accordance with the agreement of the parties.

6. TEMPORARY ACCESS.

If so requested by Progressive, and continuing until the Village has completed construction of the Roadway, the Village will grant to Progressive and its agents and contractors the right to construct and use a temporary access road and locate temporary utility lines from S.O.M. Center Road to the Development site across Village-owned property at the location to be agreed upon by the Village and Progressive, provided that the property is left in substantially the same or better condition when construction is completed. Upon Progressive's request,

the Village shall construct such improvements to agreed specifications provided that the costs thereof can be paid under the T.I.F. Agreement.

7. STORM SEWERS AND STORMWATER RETENTION AND/OR DETENTION.

The Village will construct the storm sewer system necessary to address storm water issues in conjunction with the construction of the Roadway.

The Village further agrees to allow Progressive, where feasible, to use Village land for the retention and/or detention of stormwater.

8. NATURAL GAS UTILITY.

The Village will construct the infrastructure, if necessary, to deliver or to have delivered natural gas to the Development. Progressive will inform the Village whether natural gas will be required for the Development during the design phase of the project.

9. SANITARY SEWER.

The Village agrees to construct the sanitary sewer main from the Development to the North County Trunk Line Sewer, which is located on SOM Center Road adjacent to the Property. Progressive will assume the engineering cost and costs for construction of the sewer on its property and the Village will assume the engineering cost and any costs of constructing and coordinating the sewer line from the Development to the North County Line Trunk Sewer. Progressive will continue to pay the indirect assessment for the property on which the Development is located.

If necessary for the extension of the sanitary sewer and/or water lines on an economical basis, the Village will grant to Progressive an appropriate easement for such lines over the Village Lands in a location to be agreed to by the parties.

10. LANDSCAPING.

The Village will landscape all Village Land in the areas adjacent to the Development and the Roadway using the services of its landscape engineer or its project consulting engineer in conjunction with the project management team of Progressive.

11. ELECTRIC POWER.

Progressive and the Village will continue to consult each other regarding the electrical power needs of the Development and various options for satisfying those needs. In the event that the parties agree to install infrastructure improvements (such as a substation) in connection with the electrical power needs of the Development, upon Progressive's request the Village will

undertake the construction of such improvements provided that the costs thereof can be paid under the T.I.F. Agreement.

12. WATER AND FIRE LINE LOOP.

The Village will construct the infrastructure necessary to deliver or to have delivered water to the Development. In addition, the Village will coordinate with Progressive to construct the fire line loop and related fire hydrants that are intended to serve the Development.

13. TRAFFIC LIGHT.

The Village will install a traffic signal at the intersection of S.O.M. Center Road, Hickory Hill Drive, the Roadway, and will pay all expenses incurred, and secure all warrants necessary in connection therewith.

14. TURNING LANES.

The Village will design and construct additional turning lanes on S.O.M. Center Road North and South of the intersection of S.O.M. Center Road, the Roadway and Hickory Hill Drive to facilitate ingress and egress to the Development from S.O.M. Center Road.

15. FIBER OPTICS NETWORK EXTENSION.

The Village agrees to extend the existing conduit system and fiber optic network located along S.O.M. Center Road to the Development and along North Commons Boulevard to White Road.

16. ROADWAY UNDERPASS/ OVERPASS.

The Village agrees to construct an underpass or overpass at a location agreed upon between the Village and Progressive to allow pedestrian travel under or over the Roadway. The parties will consult with each other concerning the design and cost parameters of such improvements.

17. STREET LIGHTS.

The Village agrees to install street lights along the Roadway, and where necessary and appropriate along SOM Center Road for the Development.

18. UTILITY EASEMENT BETWEEN DEVELOPMENT AND 300 NORTH COMMONS BOULEVARD.

The Village agrees to allow Progressive to have a utility easement through its property between the Development and the Progressive facilities located at 300 North Commons Boulevard provided that the granting of an easement is permitted and feasible and on the condition that Progressive pays for the cost of

delineating the easement, submitting it for approval and recording the easement with Cuyahoga County.

19. THIRD BUILDING.

The terms of this agreement will continue in effect in the event Progressive constructs a third office building and parking facility.

20. HIKE/BIKE TRAIL.

The Village will consult with Progressive in connection with the location and construction of the Village's planned hike/bike trail either at the Development or on the Village-owned land. The Village will use best efforts to design as much of the path as possible on Village-owned land, including land to be transferred under this Agreement.

21. INCOME TAX GRANT AGREEMENT.

The parties agree that so long as income tax revenue to the Village from Progressive employees exceeds the Baseline (defined below) during each year thereafter, the Village will grant to Progressive an amount equal to fifty percent (50%) of the income tax revenue paid to the Village from the Development (the "Grant") for such year, pursuant to an Income Tax Grant Agreement to be executed by the parties; provided that the Grant shall be subject to the following:

- a. Under no circumstances will the Grant cause the Village's income tax revenue from Progressive employees for any year to fall below the Baseline for such year. Progressive acknowledges that, as a result, in certain years the amount of the Grant actually paid to Progressive may be less than fifty percent (50%) of the income tax revenue from the Development; and
- b. Only in the limited situation where the Grant would cause revenue to the Village to fall below the Baseline, the Village and Progressive agree that the Grant to Progressive will be decreased in an amount necessary to provide the Village revenue that meets the Baseline.

The baseline shall be equal to the income tax revenue from Progressive employees to the Village for the year immediately preceding the year that the Development opens, plus a compounded annual adjustment of 4%, (the "Baseline"). The Income Tax Grant Agreement will have a term of 20 years.

22. INFRASTRUCTURE IMPROVEMENTS BY VILLAGE.

The parties agree to cooperate in good faith to ensure to the extent practicable that the costs of infrastructure improvements to be constructed by the Village pursuant to this Agreement, including related financing costs, will be paid in full by the revenues that are expected to be generated pursuant to the Tax

Incremental Financing Agreement. If at any time TIF revenues are insufficient or fail to meet debt service payments connected with the infrastructure improvements described herein, Progressive agrees to make up the difference in cash, modification to the Income Tax Grant Agreement and/or special assessments, provided that Progressive has previously agreed in writing to the infrastructure improvements and related costs, and the resulting financing or re-financing transactions, that have resulted in such excess debt service payments.

23. MODIFICATION.

This Development Agreement may be modified at any time by mutual consent of the parties.

24. REOPENER PROVISION.

In the event that a municipal tax expenditure limitation provision such as that under consideration by the State Legislature at this time (hereinafter, "TEL") is passed into law, Progressive and the Village may elect to consult with each other on potential appropriate restructurings of the Grant, provided that such adjustment does not reduce the grant to which Progressive would otherwise be entitled.

25. COOPERATION AND FUTURE PERFORMANCE

The parties agree that they shall cooperate in good faith as necessary to carry out the intent of this Agreement, including, without limitation, the negotiation and completion of ancillary agreements discussed herein and such other related documents or agreement that may be reasonably required by either party.

Progressive acknowledges that its design, development and construction plans for the Development will be subject to approval by the Village pursuant to Village ordinances.

For all infrastructure to be constructed by the Village in accordance herewith, the Village shall undertake to complete the necessary design plans and construction documents. The Village agrees to consult with Progressive in connection with such design work and construction plans and to obtain Progressive's prior approval (which shall not be unreasonably withheld), including, without limitation, with respect to the elements or technical requirements of such plans and designs that must be coordinated with the Development, aesthetic features and potential cost-saving opportunities. Progressive agrees to promptly review proposals submitted by the Village and provide its approval or other comments.

26. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings and arrangements concerning such subject matter.

EXHIBIT A

ADJACENT PROPERTY

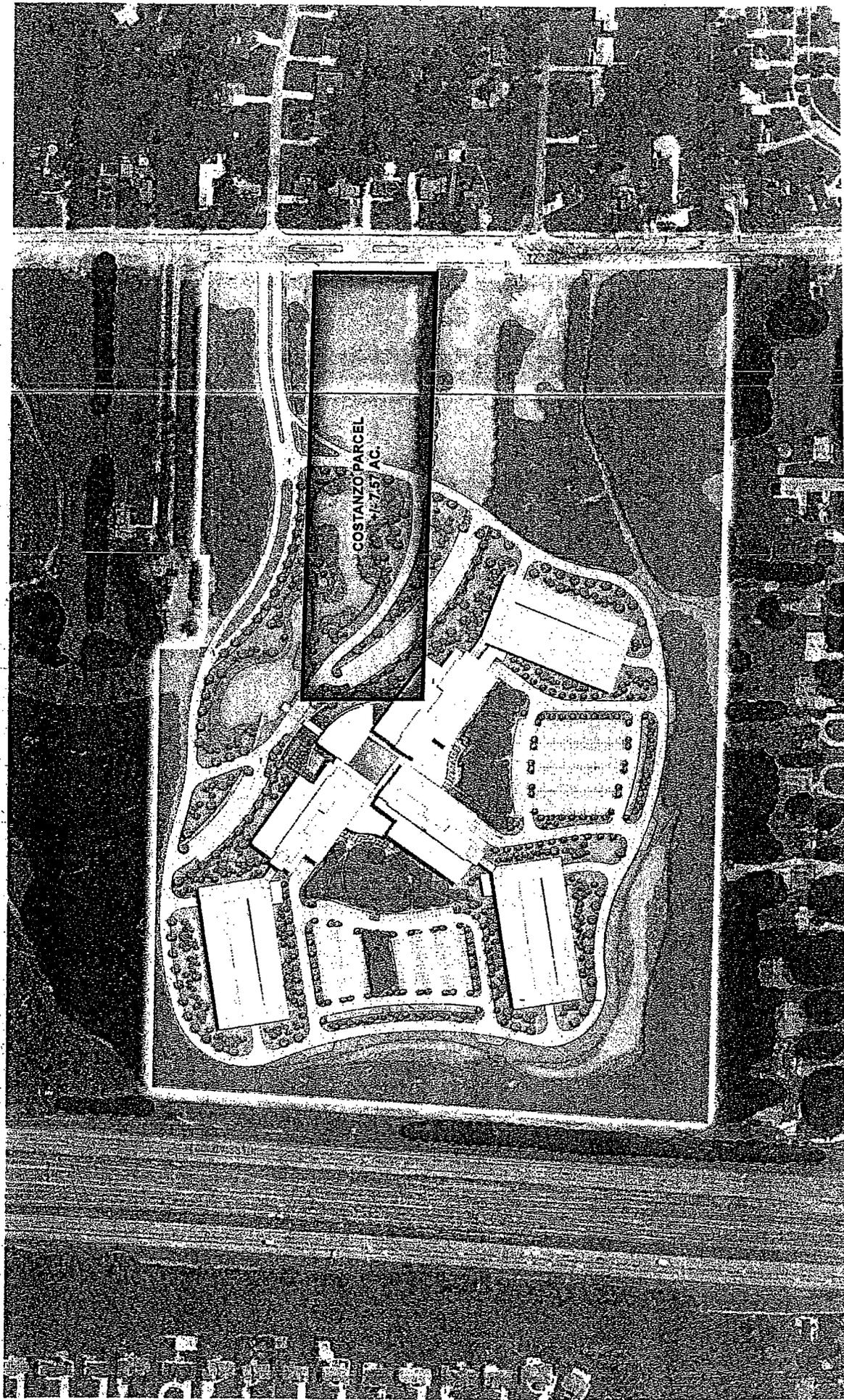


EXHIBIT B

DONATED PROPERTY

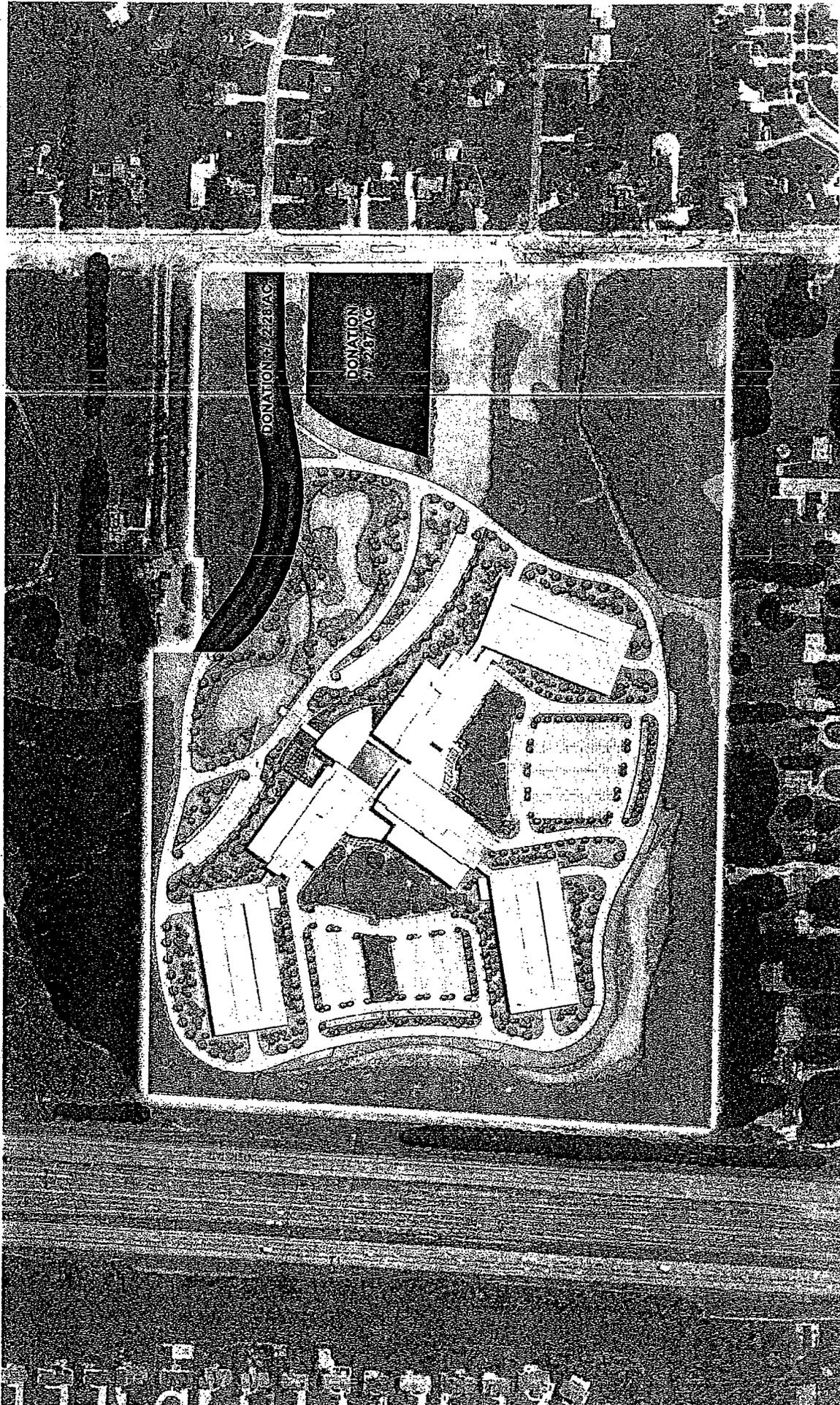
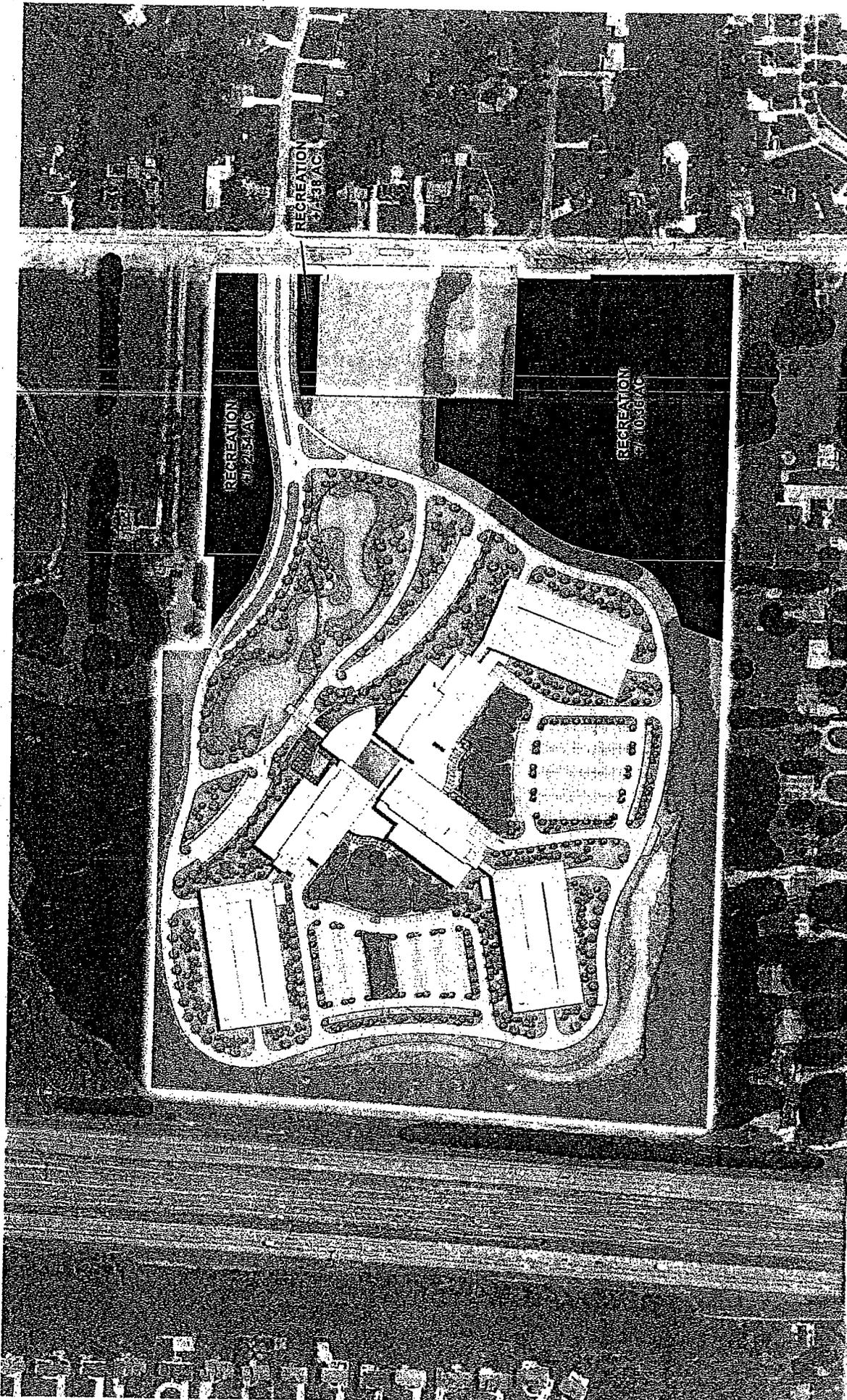
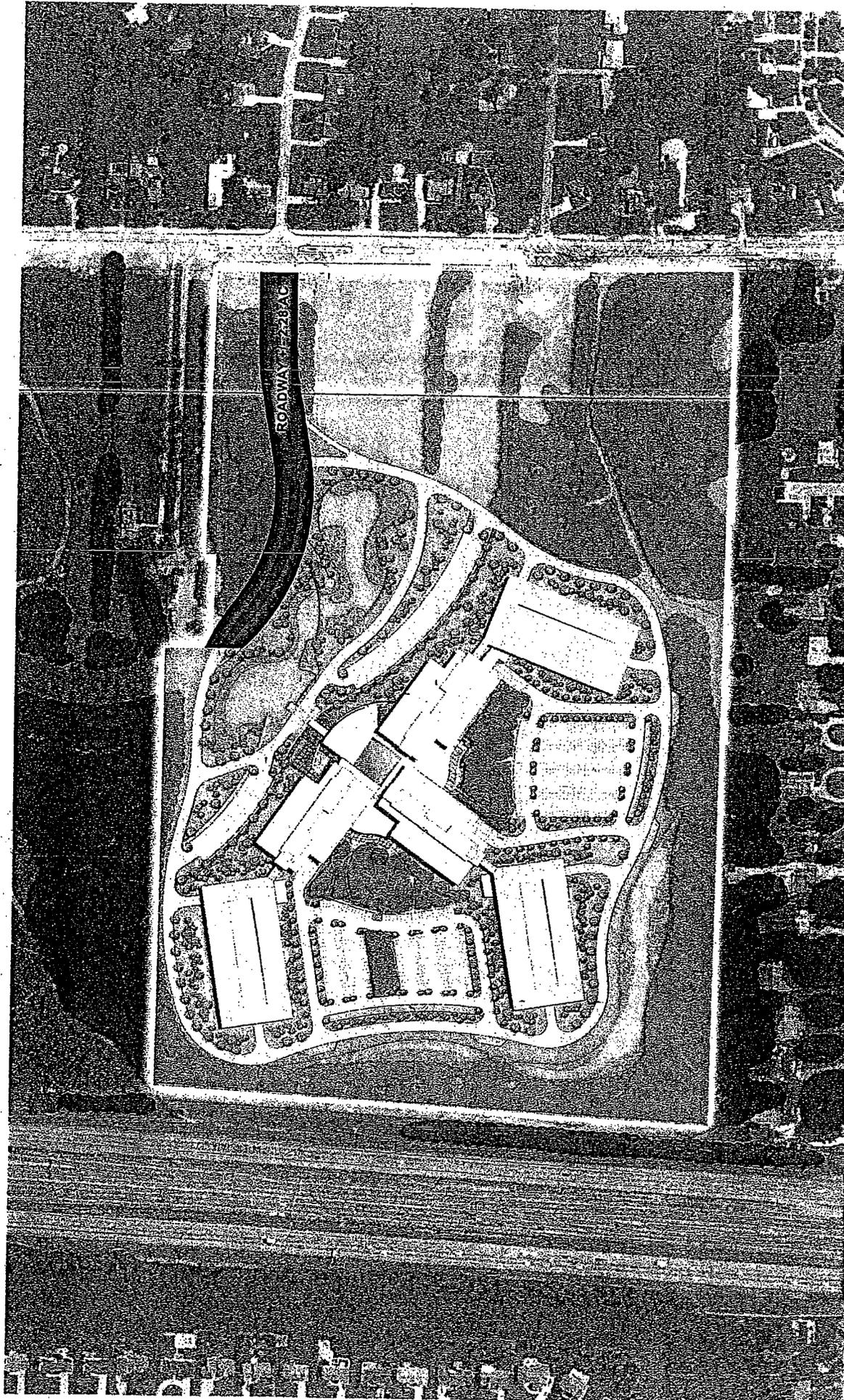


EXHIBIT C

VILLAGE LAND





ORDINANCE NO. 2005-18

INTRODUCED BY: Mayor Rinker and Council as a Whole

AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER
INTO A DEVELOPMENT AGREEMENT WITH PROGRESSIVE
CASUALTY INSURANCE COMPANY RELATIVE TO THE
SOUTHERN MOST PART OF THE NORTHWEST QUADRANT

WHEREAS, the Village and Progressive desire to enter into an agreement involving the exchange of certain properties, and the development of same which will be best suited for the protection of the environment and the citizens of the Village of Mayfield, and which will enhance the health, safety and welfare of the entire community; and

WHEREAS, Progressive will be developing certain acres within the Southern most part of the Northwest Quadrant involving the receipt of certain properties from the Village of Mayfield, and the granting of certain properties from Progressive to the Village of Mayfield, and appropriate compensation as well; and

WHEREAS, the parties have agreed to certain elements which will reflect the representations and agreement of the parties involving increased employment within the Village, recreational facilities, and other miscellaneous items referred to in Exhibit "A", and incorporated herein by reference.

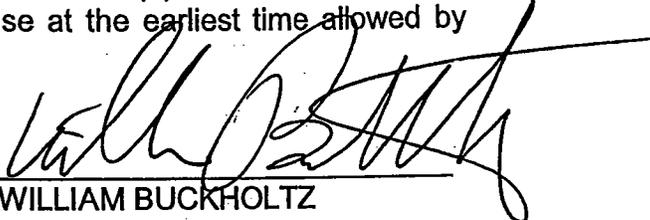
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO THAT:

SECTION 1. The Mayor and Director of Finance are authorized and directed to enter into a development agreement with Progressive Casualty Insurance Company in a form substantially similar to that set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

ORDINANCE NO. 2005-18
PAGE TWO

SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the health, safety and welfare of the residents of Mayfield Village, Ohio. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

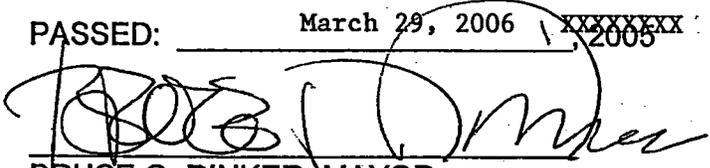

WILLIAM BUCKHOLTZ
Council President

First Reading: May 16, 2005

Second Reading: June 20, 2005

Third Reading: March 29, ~~2005~~ ²⁰⁰⁶

PASSED: March 29, 2006 ~~XXXXXXXX~~ ²⁰⁰⁵


BRUCE G. RINKER, MAYOR

APPROVED AS TO FORM: Joseph W. Diemert, Jr.
JOSEPH W. DIEMERT, JR.
Director of Law

ATTEST: Donna J. Roman
DONNA J. ROMAN
Clerk of Council

FILED
MAY 20 2005
CUYAHOGA COUNTY, O.

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

VILLAGE OF MAYFIELD
6622 Wilson Mills Road
Mayfield Village, OH 44143

Plaintiff,

v.

COSTANZO & SON, CO.
c/o Its Statutory Agent Sam Costanzo
500 S.O.M. Center Road
Mayfield Village, OH 44143

Frank Russo
Cuyahoga County Auditor
County Administration Building
1219 Ontario Street, 4th Floor
Cleveland, OH 44113

James Rokakis
Cuyahoga County Treasurer
County Administration Building
1219 Ontario Street, 4th Floor
Cleveland, OH 44113

Defendants.

) CASE NO.

) JUDGE:

) COMPLAINT FOR THE
) APPROPRIATION OF PROPERTY

) (DEMAND FOR JURY
) ENDORSED HEREON)

The Village of Mayfield by and through its duly appointed Director of Law, and for its Complaint against the named Defendants states as follows:

1. Plaintiff, the Village of Mayfield, is a public agency as defined by Ohio Revised Code Section 163.01(A), and is a Chartered Municipality duly

existing under the Ohio Constitution and the laws of the State of Ohio, and has been granted the right of eminent domain by Section 3, Article 18 of the Ohio Constitution.

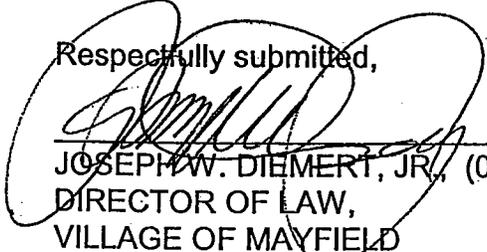
2. The real property sought to be appropriated in this action is all the right, title and interest in fee simple in the property described as follows:
Permanent Parcel Number 831-09-005. See Legal Description attached as Exhibit "A" and incorporated herein as if fully rewritten.
3. COSTANZO & SON, CO. has an ownership interest in the aforesaid real property.
4. Defendants, Frank Russo and James Rokakis, the Cuyahoga County Auditor and Treasurer, respectively, have undetermined interests in the aforesaid real property.
5. On or about May 9, 2005, the Village of Mayfield passed Resolution Number 2005-10 declaring the necessity and intention to appropriate the aforesaid real property, as more fully appears in the copy of the Resolution attached hereto as Exhibit "B", and incorporated herein as if fully rewritten.
6. Plaintiff, the Village of Mayfield, through its Mayor, caused written Notice of the passage of the Resolution Number 2005-10 to be served on the Defendant, COSTANZO & SON, CO., by personal delivery as more fully appears from the signed receipt of Mr. Sam Constanzo attached hereto as Exhibit "C" and incorporated herein as if fully rewritten.

7. The interests or estates sought to be appropriated include a fee simple in the entire parcel known as 831-09-005.
8. Pursuant to Ohio Revised Code Section 719.01(B), Ohio Constitution Article VIII, Section 13, Article XVIII, Section 3 and Article I, Section 19 a Municipal Corporation may appropriate real property in furtherance of public purposes.
9. The appropriation of the aforesaid real property is sought for Municipal public purposes.
10. In the promotion of the public interest of the residents of the Village of Mayfield, it is necessary that the aforesaid real property be appropriated to further the public purposes of economic development, to conserve the natural resources of the Village by the creation of parks and green space and to allow the continuation of a planned development.
11. Plaintiff, the Village of Mayfield has determined that the fair and reasonable total value of the real property which the Plaintiff, Village of Mayfield seeks to acquire is the sum of One Million Seven Hundred and Fifty Thousand Dollar (\$1,750,000.00).
12. Plaintiff, the Village of Mayfield, has made an offer to Defendant COSTANZO & SON, CO., to purchase its interest in the aforesaid real property, but the offer has been refused by, Mr. Sam Constanzo on behalf of Constanzo & Son, Company.

13. Since Plaintiff, the Village of Mayfield, has been unable to agree with Defendant, COSTANZO & SON, CO., on May 16, 2005, Village Council adopted Ordinance Number 2005-19, attached hereto as Exhibit "D" and incorporated herein, authorizing the Director of Law to petition this Honorable Court for a fee simple interest in the aforesaid property.
14. Plaintiff, the Village of Mayfield, has met the requirements of ORC Section 163.04.

WHEREFORE, Plaintiff prays that the Court make a finding that Plaintiff has duly complied with all the requirements of Ohio Revised Code 163.04, 163.05 and 163.07 and Order a fee simple transfer to the benefit of the Village of Mayfield of the property described in Exhibit "A" herein. And thereafter, cause a jury to be impaneled to assess the compensation to be paid to the owners of the interest appropriated, as provided in ORC Section 163.05, the Charter of the Village of Mayfield, and the Constitution of the laws of State of Ohio, and upon payment to the owners, that a fee simple interest in said real property herein above described be vested in Plaintiff, the Village of Mayfield, according to law.

Respectfully submitted,



JOSEPH W. DIEMERT, JR., (0011573)
DIRECTOR OF LAW,
VILLAGE OF MAYFIELD
DIANE A. CALTA (0070453)
ASSISTANT DIRECTOR OF LAW,
VILLAGE OF MAYFIELD
JOSEPH W. DIEMERT &
ASSOCIATES CO., L.P.A.

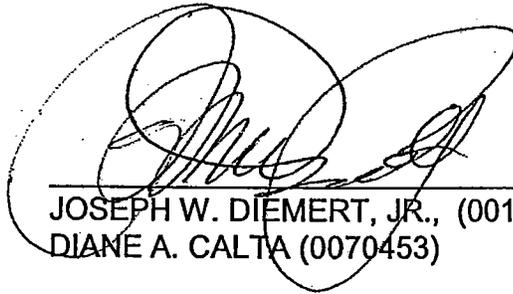
1360 SOM Center Road
Cleveland, Ohio 44124
(440) 442-6800
(440) 442-0825 - facsimile

Diemertlaw@aol.com

Attorneys for Plaintiff

JURY DEMAND

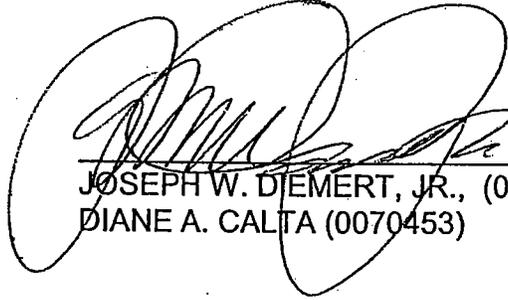
The Plaintiff demands a Trial by Jury of the issue of compensation, and damage, if any, to be paid to the Defendants.



JOSEPH W. DIEMERT, JR., (0011573)
DIANE A. CALTA (0070453)

INSTRUCTIONS FOR SERVICE

The Clerk is instructed to serve the Defendant at the address listed in the
Caption of this Complaint, by Certified Mail, Return Receipt Requested.

A large, stylized handwritten signature in black ink, appearing to read 'J. Diemert, Jr.', is written over a horizontal line.

JOSEPH W. DIEMERT, JR., (0011573)
DIANE A. CALTA (0070453)

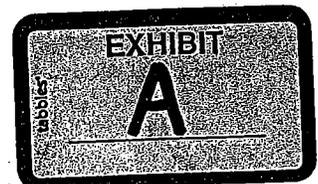
Exhibit "A"

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio:

And known as being part of Original Mayfield Township Lot No. 25, Tract No. 1 and bounded and described as follows:

Beginning on the centerline of S.O.M. Center Road at its intersection with the Southerly line of land conveyed to Albert Weisberg by deed dated September 18, 1940 and recorded in Volume 5144, Page 356 of Cuyahoga County Records; thence Westerly along the Southerly line of land so conveyed to Albert Weisberg, 1150 feet to a point; thence Northerly parallel with the centerline of S.O.M. Center Road, 306.80 feet to a point; thence Easterly parallel with the Southerly line of land conveyed to Albert Weisberg, 1150 feet to the centerline of S.O.M. Center Road, 306.80 feet to the place of beginning.

Permanent Parcel No. 831-09-005



RESOLUTION NO. 2005-10
INTRODUCED BY: Mayor Rinker and Council as a Whole

AN EMERGENCY RESOLUTION
DECLARING THE NECESSITY AND INTENTION TO APPROPRIATE
A FEE SIMPLE INTEREST IN AND TO THE PREMISES LOCATED AT
500 S.O.M. CENTER ROAD AND KNOWN AS PERMANENT PARCEL
NO. 831-09-005 TO FURTHER THE PUBLIC PURPOSES OF ECONOMIC
DEVELOPMENT AND THE CONSERVATION OF NATURAL RESOURCES
IN THE VILLAGE

WHEREAS, in the promotion of the public interest and general welfare of the residents of the Village of Mayfield, it is necessary for the Village to appropriate a fee simple interest in and to the premises located at 500 S.O.M. Center Road, also known as Permanent Parcel No. 831-09-005 (the "Premises"), to promote the public purposes of economic development as set forth pursuant to Ohio Constitution Article VIII, Section 13, to conserve the natural resources of the Village by the creation of parks and green space as set forth per Ohio Constitution Article I, Section 19 and Ohio Revised Code 719.01(B), and to allow for the continuation of planned development to meet existing zoning in furtherance of the health, safety and welfare of the residents of the Village of Mayfield pursuant to Ohio Constitution Article XVIII, Section 3; and

WHEREAS, the appropriation of the fee simple interest to the Premises will allow for the enhancement and preservation of wetlands and environmentally sensitive areas, will allow for the establishment of recreational and green space adjacent to residential areas as a buffer from commercial development, will allow for enhanced traffic management and the continuation of planned development to meet existing zoning, and will allow for the utilization of land that has previously demonstrated that it will not be utilized in its current configuration and will allow for the harmonious layout and functionality of recreation and commercial uses; and

WHEREAS, in accordance with Ohio Revised Code Section 719.05, only one reading of this Resolution shall be required.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO THAT:

SECTION 1. This Council deems it necessary and declares its intention to appropriate for economic development as set forth per Ohio Constitution Article VIII, Section 13 and the conservation of natural resources by the creation of parks and green space as set forth per Ohio Constitution Article I, Section 19 and Ohio Revised Code 719.01(B) a fee simple interest in and to the property known as 500

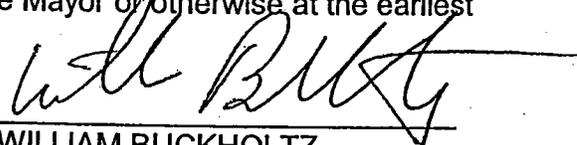


S.O.M. Center Road, Permanent Parcel No. 831-09-005 and more fully described in Exhibit "A" attached hereto and incorporated herein by reference as if fully rewritten.

SECTION 2. The Mayor hereby and herein is authorized and directed to cause written notice of the passage of this Resolution to be given to the owner(s) or person(s) in possession or having an interest of record in the property, and that such notice shall be served and returned according to law.

SECTION 3. The Council finds and determines that all formal actions of the Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of Mayfield Village. It shall, therefore, take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.


WILLIAM BUCKHOLTZ
Council President

First Reading: May 9, 2005

Second Reading: Suspended, 2005

Third Reading: Suspended, 2005

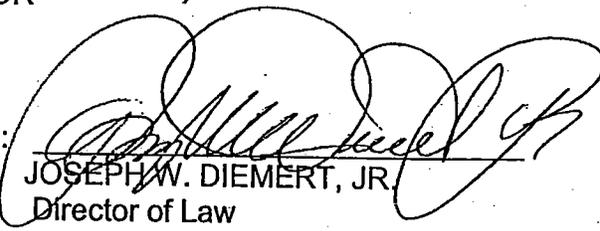
PASSED: May 9, 2005

RESOLUTION NO. 2005- 10
PAGE THREE



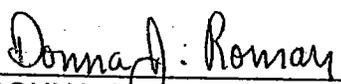
BRUCE G. RINKER, MAYOR

APPROVED AS TO FORM:



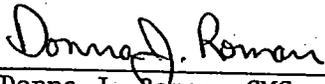
JOSEPH W. DIEMERT, JR.
Director of Law

ATTEST:



DONNA J. ROMAN
Clerk of Council

I, Donna J. Roman, Clerk of Council
of Mayfield Village, Ohio, hereby
certify the foregoing is a true
copy of Resolution No. 2005-10
adopted by Council on May 9, 2005.

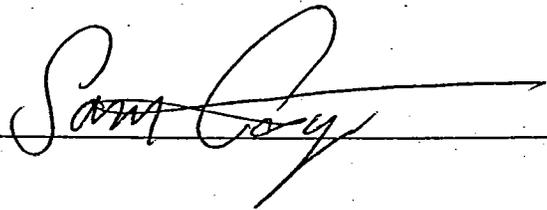


Donna J. Roman, CMC
Clerk of Council
Mayfield Village

RECEIPT

RE: Notice/Sam Constanzo & Son Co.

This shall acknowledge receipt of a hand delivered Notice/Letter by the undersigned on this 10th day of May 2005.





ORDINANCE NO. 2005-19
INTRODUCED BY: Mayor Rinker and Council as a Whole

AN EMERGENCY ORDINANCE
TO APPROPRIATE A FEE SIMPLE INTEREST IN AND TO THE
PREMISES LOCATED AT 500 S.O.M. CENTER ROAD AND KNOWN AS
PERMANENT PARCEL NO. 831-09-005 TO FURTHER
THE PUBLIC PURPOSES OF ECONOMIC DEVELOPMENT AND THE
CONSERVATION OF NATURAL RESOURCES IN THE VILLAGE

WHEREAS, this Council has determined that in the promotion of the health, safety and welfare of the residents of the Village, it is necessary to appropriate for economic development and the conservation of natural resources in the Village a fee simple interest in and to the premises located at 500 S.O.M. Center Road and known as Permanent Parcel No. 831-09-005; and

WHEREAS, on May 9, 2005, this Council passed Emergency Resolution No. 2005-10 which was personally delivered to the owner of record of the subject property; and

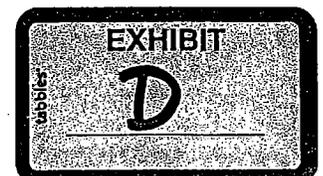
WHEREAS, negotiations to purchase a fee simple interest in the property have been had and the Village and the owner are unable to agree; and

WHEREAS, the Village desires to take the above-referenced property by instituting an eminent domain proceeding under Ohio Revised Code Chapter 163 for the reason that such land is needed for purposes of economic development and the conservation of natural resources in the Village, the Petition filed with the Probate Court will indicate and include a statement of value of the property being appropriated.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO THAT:

SECTION 1. A fee simple interest in the premises located at 500 S.O.M. Center Road and known as Permanent Parcel No. 831-09-005 as further described in Exhibit "A" attached hereto and which are incorporated herein by reference as if fully rewritten, is appropriated for the purposes of economic development and the conservation of natural resources in the Village pursuant to the Constitution and the laws of the State of Ohio.

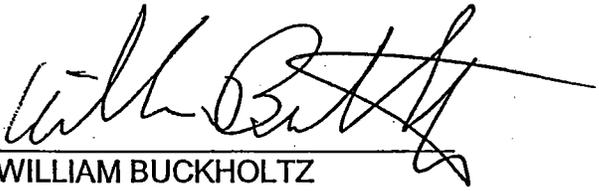
SECTION 2. Council finds that the appropriation is necessary for public purposes and that the Village has been unable to agree on a fair market value with the owner of the property.



SECTION 3. The Director of Law is herein and hereby authorized and directed to prepare and file a Petition for an Appropriation in a court of competent jurisdiction, to attach a statement of value of the property appropriated together with damages, if any, to the residue as determined by the Village, and have a jury impaneled to assess the compensation of damages, if any to be paid for the property.

SECTION 4. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the health, safety and welfare of the residents of Mayfield Village, Ohio. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.



WILLIAM BUCKHOLTZ
Council President

First Reading: May 16, 2005

Second Reading: Suspended, 2005

Third Reading: Suspended, 2005

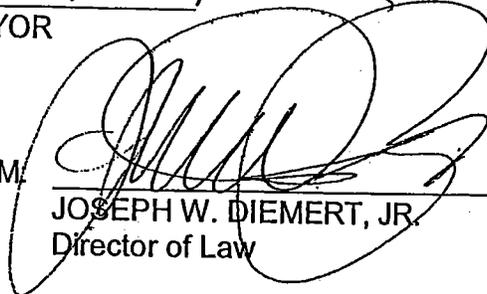
PASSED: May 16, 2005

ORDINANCE NO. 2005-19

PAGE THREE


BRUCE G. RINKER, MAYOR

APPROVED AS TO FORM


JOSEPH W. DIEMERT, JR.
Director of Law

ATTEST:


DONNA J. ROMAN
Clerk of Council

X:\Mayfield\MPV Legis\2005 Legis\Em.Ord.Appropriate500SOM.jp.doc

I, Donna J. Roman, Clerk of Council
of Mayfield Village, Ohio, hereby
certify the foregoing is a true copy
of Ordinance 2005-19, enacted by
Council on May 16, 2005.

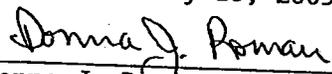

Donna J. Roman, CMC
Clerk of Council

Exhibit "A"

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio:

And known as being part of Original Mayfield Township Lot No. 25, Tract No. 1 and bounded and described as follows:

Beginning on the centerline of S.O.M. Center Road at its intersection with the Southerly line of land conveyed to Albert Weisberg by deed dated September 18, 1940 and recorded in Volume 5144, Page 356 of Cuyahoga County Records; thence Westerly along the Southerly line of land so conveyed to Albert Weisberg, 1150 feet to a point; thence Northerly parallel with the centerline of S.O.M. Center Road, 306.80 feet to a point; thence Easterly parallel with the Southerly line of land conveyed to Albert Weisberg, 1150 feet to the centerline of S.O.M. Center Road, 306.80 feet to the place of beginning.

Permanent Parcel No. 831-09-005



STEPHEN HOVANCSEK & ASSOCIATES, INC.

Consulting Engineers & Planners

TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143

(216) 731-6255

FAX No: (216) 731-4483

**LEGAL DESCRIPTION
7.568 ACRE PARCEL**

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio and known as being part of the lands conveyed to Costanzo and Son Company by deed recorded Volume 93-04748, Page 26 of Cuyahoga County Records, of part of Original Mayfield Township Lot No. 25, Tract No. 1 and being further bounded and described as follows:

Beginning at a point in the centerline of SOM Center Road at the Northeasterly corner of lands so conveyed to Costanzo and Son Company; Thence North $88^{\circ}24'00''$ West along the Northerly line of said lands a distance of 75.00 feet to a point in the Westerly line of SOM Center Road and the principal place of beginning of the parcel of land herein described;

Thence South $0^{\circ}00'00''$ West, along said Westerly line a distance of 306.80 feet to a point in the Northerly line of land conveyed to Ricky A. & Denise L. Christian (P.P. No. 831-11-001) by deed recorded in Volume 88-5786, Page 40 of the Cuyahoga County Records;

Thence North $88^{\circ}24'00''$ West, along said Northerly line and continuing along the Northerly line of lands conveyed to Larry Goldberg, trustee (P.P. No. 831-11-032) by deed recorded in AFN No. 200501180906 of the Cuyahoga County Records a distance of 1075.00 feet to the Southeasterly corner of lands conveyed to Larry Goldberg, trustee (P.P. No. 831-09-006) by deed recorded in AFN No. 200501180905 of the Cuyahoga County Records;

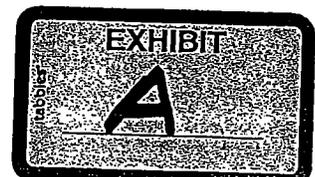
Thence North $0^{\circ}00'00''$ East, along an Easterly line of said Goldberg's land a distance of 306.80 feet to an angle point;

Thence South $88^{\circ}24'00''$ East, along a Southerly line of said Goldberg's land a distance of 1075.00 feet to the principal place of beginning and containing 7.568 acres (329,681 square feet) of land, as described by Stephen Hovancsek & Associates, Inc., in April 2006 under the direction of Robert Smoltz, Registered Surveyor No. 6763, State of Ohio, be the same more or less but subject to all legal highways.

The basis of bearing for this description being as established in the aforesaid deed recorded in AFN No. 200501180905 of Cuyahoga County Records.

Prior Instrument Reference: Volume 93-04748, Page 26.

P.P. No. 831-09-005





STEPHEN HOVANCSEK & ASSOCIATES, INC.

Consulting Engineers & Planners

TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143

(216) 731-6255

FAX No: (216) 731-4483

**LEGAL DESCRIPTION
4.802 ACRE PARCEL**

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio and known as being Area I in the Vacation Plat and Consolidation Plat for Midvale Avenue of part of Original Mayfield Township Lot No. 5, Tract No. 1, as shown by the recorded plat in Volume 308 of Maps, Page 17 of Cuyahoga County Records and being further bounded and described as follows:

Beginning at a point in the Easterly line of North Commons Blvd., 100 feet wide, at the Southwesterly corner of said Area I;

Thence North $18^{\circ}44'00''$ West, along said Easterly line a distance of 247.69 feet to a point of curve therein;

Thence Northwesterly, continuing along said Easterly line along a curved line deflecting to the right an arc distance of 140.41 feet to the Northwesterly corner of said Area I, said curved line having a radius of 950.00 feet and a chord which bears North $14^{\circ}29'58''$ West, 140.28 feet;

Thence North $89^{\circ}52'00''$ East, along the Northerly line of said Area I, a distance of 617.15 feet to the Northeasterly corner thereof, said point also being the Northwesterly corner of lands conveyed to the Village of Mayfield by deed recorded in AFN No. 200411162305 of the Cuyahoga County Records;

Thence South $0^{\circ}08'00''$ East, along the Easterly line of said Area I, a distance of 370.70 feet to the Southeasterly corner thereof, said point also being the Southwesterly corner of lands conveyed to Charles M. & Rosemarie Kinnaird by deed recorded in Volume 95-06561, Page 58 of Cuyahoga County Records;

Thence South $89^{\circ}52'20''$ West, along the Southerly line of said Area I a distance of 503.34 feet place of beginning and containing 4.802 acres (209,193 square feet) of land, as described by Stephen Hovancsek & Associates, Inc., in April 2006 under the direction of Robert Smoltz, Registered Surveyor No. 6763, State of Ohio, be the same more or less but subject to all legal highways.

The basis of bearing for this description being as established in the aforesaid plat recorded in Volume 308 of Maps, Page 17 of Cuyahoga County Records.

P.P. No. 831-05-015





STEPHEN HOVANCSEK & ASSOCIATES, INC.

Consulting Engineers & Planners

TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143

(216) 731-6255

FAX No: (216) 731-4483

**LEGAL DESCRIPTION
1.012 ACRE PARCEL**

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio and known as being all of Sublot Nos. 53 and 54, part of Sublot Nos. 55, 56 and 57 and part of Midvale Avenue, 50 feet wide in The Midvale Lane Company's Fair Acres Subdivision, of part of Original Mayfield Township Lot No. 5, Tract No. 1, as shown by the recorded plat in Volume 94 of Maps, Page 34 of Cuyahoga County Records and being further bounded and described as follows:

Beginning at a point in the Northerly line of said Sublot No. 55 at the Northwesterly corner of lands conveyed to the Village of Mayfield by deed recorded in AFN No. 200212120629 of the Cuyahoga County Records;

Thence South 0°28'14" East, along the Westerly line of said lands and its Southerly extension thereof, also being the Westerly line of SOM Center Road a distance of 185.25 feet to a point in the centerline of Midvale Avenue;

Thence South 89°52'00" West, along said centerline a distance of 238.67 feet to a point in the Easterly line of Area I in the Vacation Plat and Consolidation Plat for Midvale Avenue as shown by the recorded plat in Volume 308 of Maps, Page 17 of Cuyahoga County Records;

Thence North 0°08'00" West, along said Easterly line of a distance of 185.25 feet to a point in the Southerly line of Parcel No. 1 in the Lot Split Plat for Mt. Sinai Cemetery Association as shown by the recorded plat in Volume 300 of Maps, Page 48 of Cuyahoga County Records;

Thence North 89°52'00" East, along said Southerly line a distance of 237.58 feet to place of beginning and containing 1.012 acres (44,112 square feet) of land, as described by Stephen Hovancsek & Associates, Inc., in April 2006 under the direction of Robert Smoltz, Registered Surveyor No. 6763, State of Ohio, be the same more or less but subject to all legal highways.

The basis of bearing for this description being as established in the aforesaid plat recorded in Volume 308 of Maps, Page 17 of Cuyahoga County Records.

Prior Instrument Reference: AFN No. 200411162305.

P.P. No. 831-05-007

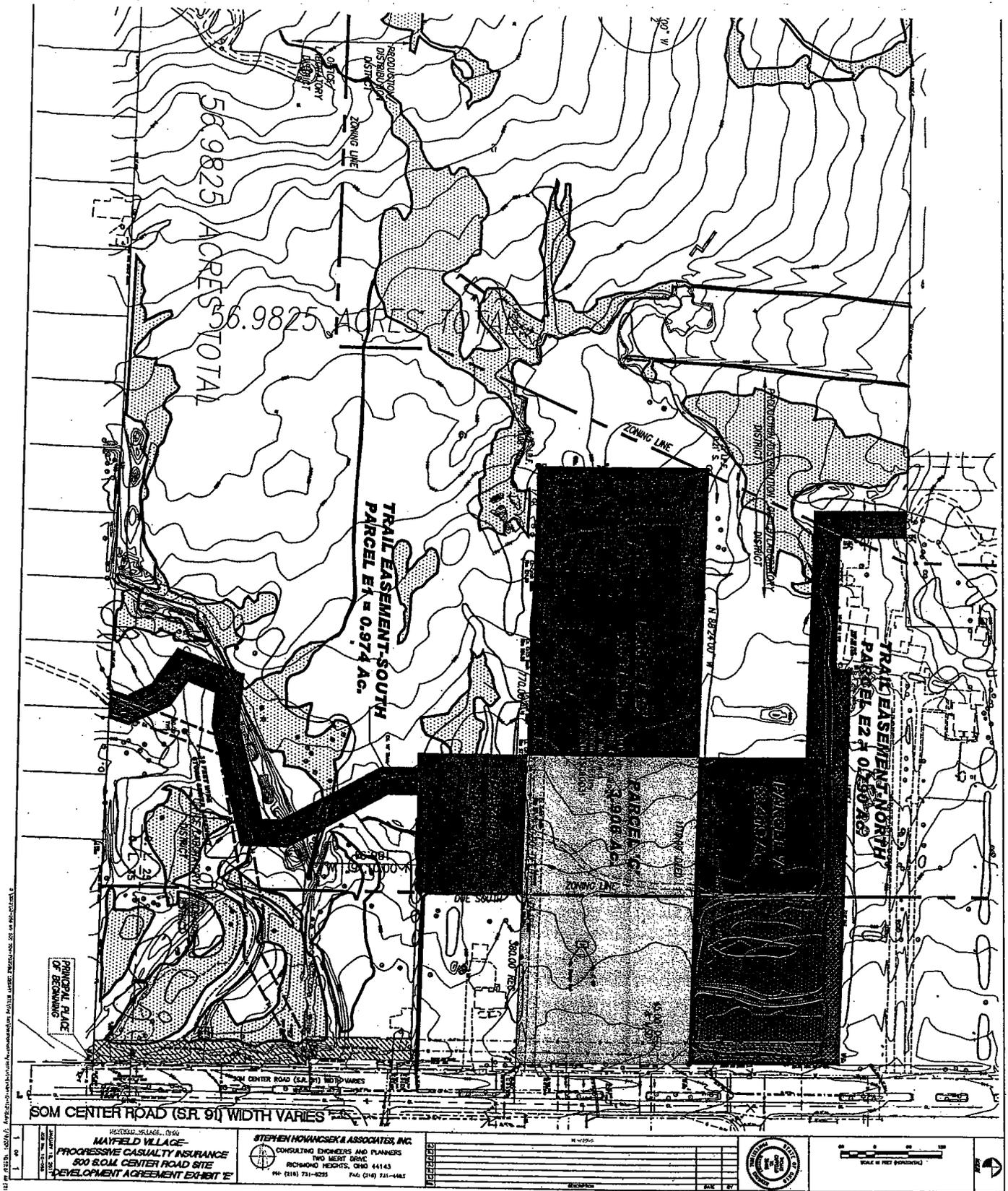
ROBERT KLAIBER P.E., P.S.
Legal Description complies with
Cuyahoga County Conveyance
Standards and is approved for
transfer.

MAY 05 2006

Agent

G:\2006\06-076 Midvale Vacation and PP 83105015 Lot Split\Word\1.012-Acre-Parcel.doc





56.9825 ACRES TOTAL

56.9825 ACRES TOTAL

TRAIL EASEMENT-SOUTH
PARCEL E1 = 0.974 Ac.

TRAIL EASEMENT-NORTH
PARCEL E2 = 0.507 Ac.

MAYFIELD VILLAGE
PARCEL C = 3.908 Ac.

SOM CENTER ROAD (S.R. 91) WIDTH VARIES

<p>121210-01-0000-0100 MAYFIELD VILLAGE PROGRESSIVE CASUALTY INSURANCE 500 S.O.M. CENTER ROAD SITE DEVELOPMENT AGREEMENT EXHIBIT E</p>	<p>STEPHEN HOWANSEK & ASSOCIATES, INC. CONSULTING ENGINEERS AND PLANNERS TWO HERTZ DRIVE RICHMOND HEIGHTS, OHIO 44143 PH: (216) 731-6235 FAX: (216) 731-4467</p>	<p>DATE: 11/11/03 SCALE: AS SHOWN BY: [Signature]</p>		<p>SCALE: 1" = 100' (APPROX.)</p>
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Village - A, C, D, Trail Easements E1 and E2
Progressive - B

