

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

2016 JUL 27 A 9:43

**STATE OF OHIO, ex. rel.
MICHAEL DeWINE
OHIO ATTORNEY GENERAL**

CASE NO.

CLERK OF COURTS
CUYAHOGA COUNTY

Judge: ROBERT C MCCLELLAND

Plaintiff,

CV 16 866717

v.

PARTIAL CONSENT ORDER

ROSBY PROPERTIES I, LLC *et al.*

Defendants.

Plaintiff State of Ohio, by its counsel Attorney General, Michael DeWine ("Plaintiff" or "State"), filed a Complaint against Defendants Rosby Properties I, LLC, Rosby Properties II, LLC, Rosby Resource Recycling, Inc., William J. Rosby and Kathleen Rosby, (collectively referred to as the "Rosby Defendants") and CSX Transportation, Inc. ("Defendant CSX") alleging violations of Ohio Revised Code Chapters 3704, 3714, 3734, 3767, and 6111. The alleged violations have occurred, and continue to occur, at property located generally at 54 East Schaaf Road, Village of Brooklyn Heights, Ohio and as described more fully in the Property Descriptions (Attachment A) (the "Rosby Site"), and on the property of the Defendant CSX adjacent to the Rosby Site as described more fully in the Property Description (Attachment B) (the "CSX Property").

This Partial Consent Order constitutes a resolution of all claims against the Rosby Defendants. Upon approval of the 2016 Construction and Demolition Debris ("C&DD") License, Plaintiff agrees to dismiss its appeal of the 2013 C&DD License pending before the Environmental Review Appeals Commission (ERAC Case No. 13-256771). Furthermore, the Rosby Defendants agree not to appeal the issuance of the 2016 license for the C&DD Facility owned by the Rosby Defendants.

NOW THEREFORE, without trial of any issues of fact or law, without any admission of any issues of law, liability or fact on behalf of any of the Rosby Defendants in this matter, and upon the consent of the Parties to this Partial Consent Order, it is **ADJUDGED, ORDERED, and DECREED** as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over all of the Parties and the subject matter of this action pursuant to R.C. Chapters 3704, 3714, 3734, 3767, and 6111. Venue is proper in this Court. Solely for purposes of this Partial Consent Order, its enforcement and the underlying Complaint, the Rosby Defendants do not contest that the Complaint states a claim upon which relief can be granted, the jurisdiction of the Court and the Plaintiff's right to enforce this Partial Consent Order against the Rosby Defendants.

II. PERSONS BOUND AND DEFINITIONS

2. The Rosby Site contains a Construction and Demolition Debris landfill (the "C&DD Facility"), C&DD recycling areas (the "C&DD Recycling Operations"), and a closed Class II Compost facility (the "Compost Facility"). The CSX Property lies to the north northwest of the Rosby Site and contains an active rail line and a pile of C&DD.

3. Each Defendant is a "person" as that term is defined in R.C. 1.59(C), 3704.01(O), 3714.01(H), 3734.01(G), 6111.01(I) and Ohio Administrative Code ("Ohio Adm.Code") 3745-15-01(V), 3745-42-01(VV), 3745-400-01(DD), and 3745-500-02(P)(3).

4. Defendant Rosby Resource Recycling, Inc. ("Rosby Resource") is the "operator" of the C&DD Facility and the C&DD Recycling Operations and the former "operator" of the closed Class II Compost Facility at the Rosby Site as that term is defined in Ohio Adm.Code 3745-400-01(I) and Ohio Adm.Code 3745-500-02(O)(6). The Compost Facility has not accepted any Class II Compost raw material since February 2014 and is now closed in accordance with the requirements

of Ohio Adm.Code 3745-560-235(B). Such closure is documented by the “Rosby Resource Recycling, Inc. Class II Compost Site Closure Certification” submitted to the Ohio Environmental Protection Agency on or about September 13, 2015, and the Ohio Environmental Protection Agency’s Letter of Compliance, dated January 22, 2016, which confirms that the facility is properly closed per the closure requirements of or in Ohio Adm.Code 3745-560-235(B).

5. Defendants Rosby Properties I, LLC (“Rosby Properties I”), Rosby Properties II, LLC (“Rosby Properties II”), William J. Rosby and Kathleen Rosby are the “owners” of the various parcels within the Rosby Site as set forth in Attachment A as that term is defined in Ohio Adm.Code 3745-400-01(E) and Ohio Adm.Code 3745-500-02(O)(7).

6. Defendant CSX is the “owner” of the CSX Property to the north northwest of the Rosby Site containing a pile of C&DD.

7. Defendants Rosby Resource Recycling, Inc., Rosby Properties I, Rosby Properties II, William J. Rosby and Kathleen Rosby are collectively referred to as the “Rosby Defendants.”

8. The Rosby Defendants and Defendant CSX have entered into a Property Access Agreement (Attachment C hereto) under which Defendant CSX has granted the Rosby Defendants and its designated agents and contractors the right and permission to enter upon the CSX Property to remove the C&DD on that Property.

9. This Partial Consent Order shall apply to and be binding upon the Parties to this Partial Consent Order, and their respective successors in interest and assigns to the extent provided by Civ.R. 65(D). Each undersigned representative of a party to this Partial Consent Order certifies that he or she is fully authorized by the party whom he or she represents to enter into the terms and conditions of the Partial Consent Order and to execute and legally bind that party to it.

10. The Rosby Defendants shall provide a copy of this Partial Consent Order to any contractor and/or consultant employed to perform work required under this Partial Consent Order.

The Rosby Defendants shall ensure that any agreement made with any person the Rosby Defendants employ to conduct any service or work related to this Partial Consent Order expressly provides that the service or work shall be performed in accordance with this Partial Consent Order.

11. The obligations of the Rosby Defendants to pay the penalties and implement the requirements of this Partial Consent Order are joint and several. In the event of insolvency, bankruptcy, or other failure of any Rosby Defendant to pay any required penalty and/or implement any requirement, the remaining Rosby Defendants shall pay the penalty and/or implement the requirement as required by this Partial Consent Order.

III. SATISFACTION OF LAWSUIT AND EFFECT OF PARTIAL CONSENT ORDER

12. The State has alleged that the Rosby Defendants have violated R.C. Chapters 3704, 3714, 3734, 3767, and 6111 and the rules promulgated thereunder. The Rosby Defendants deny such allegations. The Parties have agreed to resolve the disputed issues in this matter without adjudication of any issues of fact or law.

13. Except as otherwise provided in Paragraph 14 of this Partial Consent Order, performance of the provisions of Sections V, VI, VII, and if applicable Section VIII, of this Partial Consent Order shall constitute a full release and satisfaction of any civil and administrative liability of the Rosby Defendants and their agents, successors in interest and assigns for the claims alleged in the State's Complaint.

14. Except for those matters known to the State and related to the allegations in the Complaint in this action as of the date of this Partial Consent Order or settled by this Partial Consent Order, nothing in this Partial Consent Order shall limit the authority of the State of Ohio to:

- (a) Seek any legal or equitable relief from the Rosby Defendants or any other appropriate person for claims or conditions not alleged in the Complaint, including for violations that occur after the filing of the Complaint;
- (b) Seek any legal or equitable relief from the Rosby Defendants, or any other appropriate person for claims or conditions alleged in the Complaint that occur or exist on the date of or after the entry of this Partial Consent Order, to the extent that those claims or conditions are not addressed by this Partial Consent Order;
- (c) Enforce this Partial Consent Order through a contempt action or otherwise seek relief for violations of this Partial Consent Order;
- (d) Take any action authorized by law against any appropriate person, including the Rosby Defendants, to eliminate or mitigate conditions at the Rosby Site or CSX Property that may present a threat to the public health or welfare, or the environment in derogation of applicable laws and rules which Ohio EPA has the authority to enforce; and/or,
- (e) Bring any legal or equitable action against any appropriate person other than those persons given a release in Paragraph 13, for any violation of applicable laws. For the purposes of this Partial Consent Order, and in particular the provisions of this paragraph, the term "person" includes: an individual, corporation, business trust, estate, trust, partnership, association, municipal corporation, interstate body created by compact, and other officers, agents, employees, attorneys, and/or those in active concert or participation with any of them.

The Rosby Defendants shall retain all rights, defenses, and/or claims each may legally raise to the extent the State seeks further relief from the Rosby Defendants in the future, or in any action brought to enforce the terms of this Partial Consent Order, except that the Rosby Defendants shall not assert, and may not maintain, against Plaintiff the defenses of waiver, *res judicata*, collateral estoppel, issue preclusion, or claim splitting based upon any contention that the claims raised by the State in subsequent proceedings were or should have been brought in the instant case.

15. Except for an action to enforce this Partial Consent Order, entering into this Partial Consent Order, the Partial Consent Order itself, or the taking of any action in accordance with it and/or any work performed at the Rosby Site or CSX Property does not constitute and cannot be admitted as evidence of an admission of any liability, wrongdoing, or misconduct on the part of any

of the Rosby Defendants, their officers, employees, agents or representatives by the State or by any other person or entity not a party to this case.

16. Nothing herein shall be construed to relieve the Rosby Defendants of their obligation to comply with all applicable federal, state, or local statutes, regulations, or ordinances, including but not limited to applicable license, permit or plan approval requirements thereunder.

IV. PERMANENT INJUNCTION

17. Except as set forth in Section V, the Rosby Defendants agree and are ordered and permanently enjoined to comply with R.C. Chapters 3704, 3714, 3734, 3767, 6111 and the rules promulgated thereunder.

V. INJUNCTIVE RELIEF

18. Effective immediately, the Rosby Defendants shall control odors emanating from the C&DD Facility on the Rosby Site in accordance with Ohio Adm.Code 3745-400-11(B)(15).

19. Immediately upon the effective date of this Partial Consent Order, the Rosby Defendants shall dispose of C&DD only within the C&DD Facility's limits of debris placement identified in its approved, effective C&DD license.

20. Immediately upon the effective date of this Partial Consent Order, except as otherwise authorized by Paragraph 23, the Rosby Defendants shall not store any C&DD or other waste materials at the Rosby Site, except solid waste removed from the working face or unloading zone of the C&DD Facility which shall not be stored at the Rosby Site for more than seven (7) days prior to its disposal at a licensed solid waste landfill.

21. Immediately upon the effective date of this Partial Consent Order, the Rosby Defendants shall apply weekly cover to all disposed combustible debris in accordance with Ohio Adm.Code 3745-400-11(H)(1). Further, the Rosby Defendants in any seven (7) day period may

apply no more than six inches of qualified C&DD that is noncombustible pursuant to Ohio Adm.Code 3745-400-11(H) as weekly cover over exposed debris.

22. Within thirty (30) days of the issuance of the 2016 C&DD Facility License, the Rosby Defendants shall fund financial assurance for the C&DD Facility in an amount not less than one million ninety-seven thousand eight hundred thirty dollars (\$1,097,830). Beginning with license year 2017 and continuing until the licensing authority has provided written concurrence with the C&DD Facility's final closure certification report submitted in accordance with Ohio Adm.Code 3745-400-08(D), the Rosby Defendants shall include within its annual financial assurance an amount for the C&DD Facility costs that an independent third party would incur to relocate the following to within the approved limits of debris placement at the C&DD Facility:

a. Any C&DD located within the C&DD Facility active licensed disposal area ("ALDA") that is not located within the approved limits of C&DD placement for the C&DD Facility.

b. The maximum volume of each location identified in accordance with Paragraph 23 of this Order as a location where incoming C&DD has been placed or C&DD that has been processed will be placed, except each pile that will be comprised exclusively of one of the following:

- i. Wood;
- ii. Clean hard fill, as defined in Ohio Adm.Code 3745-400-01(E);
- iii. Cardboard;
- iv. Metal;
- v. Any other material for which written approval has been given by Ohio EPA. Any such approval is valid only for a single license year; a separate approval must be obtained for each license year.

The Rosby Defendants may request an adjustment of financial assurance required in the 2016 C&DD license upon relocation of the C&DD within the approved limits of construction and demolition debris placement or completion of any other work requiring financial assurance.

23. Not later than May 31, 2017, the Rosby Defendants shall move the C&DD Recycling Operation from the C&DD Facility ALDA, including all equipment, incoming debris piles and processed debris piles into the locations and within the aerial extent/volumes depicted in drawing 9a, Phase I of the 2016 C&DD Facility license. By May 31, 2017, all recycling activities conducted at the Rosby Site and all C&DD Recycling Operations shall occur only within areas of the C&DD Facility that do not contain debris and that are specifically identified in the license effective for the C&DD Facility (2016 and those approved thereafter). The Rosby Defendants shall include information in its C&DD Facility license application drawings and other documentation to specifically identify each unfilled area within the C&DD Facility boundary intended to be used for Recycling Operations, including the location of recycling equipment, the locations of discrete separate areas for incoming C&DD to be processed and C&DD that has been processed. Each area so identified shall include information regarding its specific location, the type of material that will be located or activity that will be conducted in the area, and the maximum volume/aerial extent of any pile. The Rosby Defendants shall use any identified areas solely for the purposes specified in the effective C&DD Facility license and the combined maximum volume/aerial extent of the piles so identified shall not exceed the specified maximum volume/aerial extent. Except as provided in paragraph 26c of this Order, within one year of its receipt at the areas of the C&DD Facility that do not contain debris and that are specifically identified in the license effective for the C&DD Facility as the Recycling Operation area, the Rosby Defendants shall properly dispose of all C&DD that is not recycled and pay all applicable disposal fees.

24. Not later than December 31, 2017, the Rosby Defendants shall complete construction of Phase III of the C&DD Facility depicted in the 2016 C&DD Facility license application, including re-grading debris; construction of the barrier layer and surface water control structures; and submittal of a certification report to the approved health department and Ohio EPA.

25. Not later than April 30, 2017, the Rosby Defendants shall complete construction of Cell 1a in accordance with the 2016 C&DD Facility license and Ohio Adm.Code 3745-400-11(B)(3) and submittal to the approved health department and Ohio EPA of a certification report that complies with Ohio Adm.Code 3745-400-08. The Rosby Defendants shall, in the 2017 license application, revise the Phase II drawings to accurately depict the proposed waste grades attainable by April 30, 2017.

26. Except as provided in Paragraph 26d below, no later than December 31, 2017, the Rosby Defendants shall:

a. Properly dispose of all C&DD on the CSX Property, into the C&DD Facility or other licensed disposal facility.

b. Ensure that all C&DD is placed in accordance with the currently effective C&DD Facility license, and only within either of the following: (i) the vertical/aerial extent of any pile designated for that particular C&DD material in accordance with Paragraph 23 or (ii) the horizontal and vertical limits of debris placement.

c. Pay, in accordance with the applicable regulations, the C&DD disposal fees for all disposed C&DD for which a disposal fee has not been previously submitted to the licensing authority.

d. On or before January 31, 2018, the Rosby Defendants shall pay the applicable C&DD disposal fees on the C&DD relocated from the CSX Property and disposed in the C&DD Facility.

27. The Rosby Defendants shall, by December 31 of each calendar year, submit to the approved health department and Ohio EPA a topographic map of the active and inactive license disposal areas depicting existing contours of the C&DD Facility (surveyed within the previous three months), including all areas designated for Recycling Operations pursuant to Paragraph 23. The Rosby Defendants shall ensure that the topographic map clearly depicts the area and elevations of final cover, weekly cover, and exposed debris; all Recycling Operation piles including incoming debris, material and product piles; perimeter berms; and areas under construction. The topographic map shall include the volume of each C&DD pile, including processed and unprocessed debris that has not been disposed within the approved limits of C&DD placement at the C&DD Facility.

28. Immediately upon the effective date of this Partial Consent Order, the Rosby Defendants shall maintain records documenting the weight or volume of all materials that are either received by the Rosby Site, disposed at the C&DD Facility, or removed from the Rosby Site as a product or waste from the Recycling Operations. The Rosby Defendants agree to maintain these records for a minimum of five (5) years and to make these records available to the Ohio EPA or the licensing authority upon request.

29. Effective immediately, the Rosby Defendants shall not place unfinished compost onto their orchards.

30. Effective immediately, the Rosby Defendants shall manage and dispose of leachate generated at the Rosby Site in accordance with all applicable laws and rules to ensure that no ponding occurs at the Rosby Site and no leachate is discharged to waters of the State.

31. Within ninety (90) days of entry of this Partial Consent Order, the Rosby Defendants shall obtain all applicable NPDES and air permits. The Rosby Defendants shall maintain all necessary air and water permits for the C&DD Facility.

VI. CIVIL PENALTY

32. The Rosby Defendants are jointly and severally ordered and enjoined to pay a civil penalty of one hundred ninety thousand, six hundred fifty dollars (\$190,650.00) by delivering a check payable to the "Treasurer, State of Ohio" to Scott Hainer, Paralegal, or his successor, Office of the Attorney General, Environmental Enforcement Section, 30 E. Broad Street, 25th Floor, Columbus, Ohio in accordance with the following schedule:

- (a) \$10,000.00 by December 31, 2017;
- (b) \$10,000.00 by March 31, 2018;
- (c) \$10,000.00 by June 30, 2018;
- (d) \$20,000.00 by September 30, 2018;
- (e) \$30,000.00 by December 31, 2018;
- (f) \$30,000.00 by March 31, 2019;
- (g) \$40,000.00 by June 30, 2019; and
- (h) a final payment of \$40,650.00 by September 30, 2019.

33. If full payment of any of the eight quarterly installments is not paid according to the schedule required in Paragraph 32 above, the remaining unpaid balance of the total civil penalty, plus applicable interest as set forth in R.C. 131.02(D), shall become immediately due and owing. Any delinquent payments shall accrue interest at the maximum statutory rate.

34. The State reserves the right to file a certificate of judgment lien against any/all of the Rosby Defendants for the remaining unpaid balance of the total civil penalty, plus applicable interest as set forth in R.C. 131.02(D), if the full payment of any of the eight quarterly installments is not

paid according to the schedule in Paragraph 32 above. The Rosby Defendants shall not be permitted to claim a force majeure as an excuse for any untimely payment.

35. If any of the Rosby Defendants files a petition for bankruptcy, the State reserves the right to immediately file a certificate of judgment lien against the other, non-filing Rosby Defendants, for the remaining unpaid balance of the total civil penalty, plus applicable interest as set forth in R.C. 131.02(D).

VII. ATTORNEY GENERAL ENFORCEMENT COSTS

36. In addition to the payment of a civil penalty required by Section VI of these Orders, the Rosby Defendants are jointly and severally ordered and enjoined to pay the enforcement costs of the Ohio Attorney General in the amount of thirty thousand dollars (\$30,000.00) in two separate payments, as follows:

- (i) The Rosby Defendants shall pay the sum of ten thousand dollars (\$10,000.00) within thirty (30) days after entry of this Partial Consent Order by the Court by delivering a check payable to the "Treasurer, State of Ohio" to Scott Hainer, Paralegal, or his successor, Office of the Attorney General, Environmental Enforcement Section, 30 E. Broad Street, 25th Floor, Columbus, Ohio; and
- (ii) The Rosby Defendants shall pay the sum of twenty thousand dollars (\$20,000.00) on or before September 30, 2016, by delivering a check payable to the "Treasurer, State of Ohio" to Scott Hainer, Paralegal, or his successor, Office of the Attorney General, Environmental Enforcement Section, 30 E. Broad Street, 25th Floor, Columbus, Ohio

VIII. STIPULATED PENALTIES

37. In the event that any of the Rosby Defendants fails to comply with any of the requirements of Section V, VI, or VII, of this Partial Consent Order, the Rosby Defendants failing

to comply shall, without further demand by Plaintiff, immediately and automatically be jointly and severally liable for and shall pay stipulated penalties in accordance with the following schedule:

- a. The Rosby Defendants shall pay two hundred dollars (\$200.00) per day for each day any such requirement is violated up to thirty (30) days;
- b. From thirty-one (31) days through ninety (90) days, the Rosby Defendants shall pay three hundred fifty dollars (\$350.00) per day for each day any such requirement is violated;
- c. After ninety (90) days, the Rosby Defendants shall pay five hundred dollars (\$500.00) per day for each day any such requirement is violated.

38. Stipulated penalties due under this Partial Consent Order shall be paid by certified check or money order, payable to "Treasurer, State of Ohio" and mailed to Scott Hainer or his successor, Paralegal, at the Office of the Attorney General of Ohio, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3400.

IX. NOTICES

39. All documents required to be submitted under this Partial Consent Order shall be submitted to the following, or their successor:

As to Plaintiff:

Ohio Environmental Protection Agency
Northeast District Office
Solid Waste Supervisor
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn: Unit Supervisor, DMWM

and

Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130
Attn: Environmental Health

As to the Rosby Defendants:

William Rosby
Rosby Resource Recycling, Inc.
4963 Schaaf Lane
Brooklyn Heights, Ohio 44131

and

Michael A. Cyphert, Esq.
Leslie G. Wolfe, Esq.
Walter | Haverfield LLP
1301 East 9th Street, Suite 3500
Cleveland, Ohio 44114

40. A Party to this Partial Consent Order may change the name and/or address of its contact person(s) by sending written notice to the other Parties.

X. EFFECTIVE DATE

41. This Partial Consent Order shall become effective upon the date of its entry by the Court.

XI. COSTS

42. The Rosby Defendants are hereby ordered to pay the court costs of this action, except for costs incurred after the entry of this Partial Consent Order by the Court that relate to Plaintiff's continued litigation of its claims against other parties.

XII. RETENTION OF JURISDICTION

43. This Court shall retain jurisdiction of this action for the purposes of administering, enforcing or making of any Order or Decree, which it deems appropriate to carry out this Partial Consent Order.

XIII. MODIFICATION

44. Defendant(s) may request a modification of this Partial Consent Order for good cause. Such a modification request must be submitted to the Plaintiff in writing. No modification

to this Partial Consent Order may be made without the written agreement of the Plaintiff and the affected Defendant(s). Such written modifications need not be submitted to the Court for further approval. Such written modifications must be sent to all parties pursuant to Section IX, above.

**XIV. WAIVER OF SERVICE OF COMPLAINT,
ENTRY OF PARTIAL CONSENT ORDER AND
FINAL JUDGMENT BY CLERK**

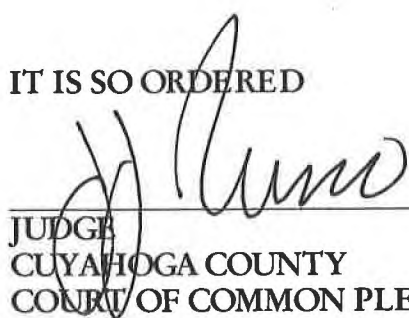
45. Each Rosby Defendant named in the underlying Complaint waives service and summons of the underlying Complaint.

46. Pursuant to Civ.R. 58, upon the signing of this Partial Consent Order by the Court, the clerk is hereby directed to enter it in the court's journal. Within three days of entering the judgment in the journal, the clerk is hereby directed to serve upon the Parties a notice of the judgment and the date of its journal entry in the manner prescribed by Civ.R. 5(B) and note the service in the appearance docket.

XV. SIGNATORIES

47. Each of the undersigned representatives of the Parties represents that he/she is fully authorized to enter into the terms and conditions of this Partial Consent Order and legally bind the respective party to this document.

IT IS SO ORDERED



JUDGE
CUYAHOGA COUNTY
COURT OF COMMON PLEAS

7/26/16

DATE

ASSIGNED JUDGE UNAVAILABLE
JOHN J. RUSSO
Administrative Judge

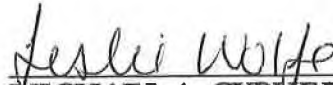
APPROVED BY:

**MICHAEL DE WINE
OHIO ATTORNEY GENERAL**



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Senior Assistant Attorney General
Environmental Enforcement Section
30 East Broad Street, 25th Floor
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Telephone: (614) 466-2766
Facsimile: (614) 466-1926

*Attorney for Plaintiff
State of Ohio*



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LESLIE G. WOLFE (0072838)
Walter | Haverfield LLP
1301 East 9th Street, Suite 3500
Cleveland, Ohio 44114

*Attorneys for Defendants Rosby Resource Recycling,
Inc., Rosby Properties I, LLC, Rosby Properties II,
LLC, William J. Rosby, and Kathleen Rosby*


Rosby Resource Recycling, Inc.

By:  Pres.

Rosby Properties I, LLC

By:  MEMBER

Rosby Properties II, LLC

By:  MEMBER

William J. Rosby



Kathleen Rosby



155096

QUIT CLAIM DEED, Short Form, No. 88-2 (Ohio Statutory Form)

The Ohio Legal Blank Co., Cleveland
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Know all Men by these Presents

VOL. 91-6753 PAGE 25

That William J. Rosby, married, ("Grantor"),

(insert marital status)

of Cuyahoga County, Ohio,

for valuable consideration paid, Grant(s) to William J. Rosby, Trustee under trust
dated October , 1991 ("Grantee"),

whose tax mailing address is 50 E. Schaaf Road
Brooklyn Heights, OH

the following described Real Property:

The real estate located in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio, and more fully described on Exhibit A (consisting of one (1) sheet) attached hereto and incorporated herein by reference and known as Parcel 1 in the "Lot Split and Consolidation Plat for William J. Rosby" in Plat Volume 252, Page 33 as re-recorded in Plat Volume 256 Page 49 of Cuyahoga County Records, reserving, however, unto the said Grantor, his heirs and assigns forever, an easement over the six (6) parcels of real estate described on Exhibit B (consisting of four (4) sheet(s)) attached hereto and incorporated by reference herein, for use as access to and from, and for the benefit of, the four (4) parcels of real estate currently owned by Grantor and described on Exhibit C (consisting of three (3) sheet(s)) attached hereto and incorporated by reference herein, be the same more or less, but subject to all legal highways.

PARCEL NO. 531-04-011
CONVEYANCE IS IN COMPLIANCE WITH SEC. 519.222 O.R.C.
PAID

OCT 18 1991

Conveyance Fee 199230 Receipt No. 199230
J. THOMAS NEFF, Cuyahoga County Auditor By [Signature] Deputy

[Signature]
CUYAHOGA COUNTY AUDITOR

THOMAS J. NEFF, P.E., P.S.
COUNTY ENGINEER TAX MAP DIVISION
LEGAL DESCRIPTION APPROVED FOR TRANSFER

Prior Instrument Reference: Vol. 83-1947 Page 19
83-1947 Page 17
87-3739 Page 10
89-0149 Page 4

Records of

Cuyahoga

County, Ohio.

EXHIBIT

A

PENGAD 000 0001-0000

RECORDED THIS DATE
FRANK RUSSELL
CUYAHOGA COUNTY RECORDER
91 OCT 18 PM 3:58

26.00
DEED

9-1-1991

And Kathleen Rosby, wife (husband) of the Grantor releases
all rights of dower therein. VOL- 91-6753 PAGE 26

Witness our hand(s) this 18 day of October 1991.

Signed and acknowledged in presence of:

Michael P. Rosby
Raymond K. Rosby

William J. Rosby
Kathleen Rosby

State of Ohio County of Cuyahoga ss.

Be It Remembered, That on the 18 day of October 1991,

before me, the subscriber, a notary public in and for said county,

personally came William J. Rosby and his wife, Kathleen Rosby,

the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be

their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed
my name and affixed my notarial seal
on the day and year last afore-said.

[Signature]

Com. Exp. Dec. 19, 1993

This instrument was prepared by Rosenzweig, Schulz & Gillombardo Co., LPA
700 TransOhio Tower
2000 East Ninth Street
Cleveland, OH 44115-1301
216/589-9300



tutory Form)

FROM

AM J. ROSEY

TO

. ROSEY, TRUSTEE

19

Co t Au for

1991, 22.

day

record on the

19, at

1.

19

Page

County Recorder

EXHIBIT A

Situated in the City of Brooklyn Heights, County of Cuyahoga and State of Ohio and known as being a part of lands conveyed to William J. Rosby by deeds recorded in Volume 83-1947, Page 19, Volume 83-1947, Page 17, Volume 87-3739, Page 10 and Volume 89-0149, Page 4 of Cuyahoga County Deed Records, of part of Original Brooklyn Township Lot No. 90 and Original Independence Township Lot No. 1, West of the Cuyahoga River, and being further known as a part of Parcel Numbers 3 through 9 in the Partition of the Edwin Foote Estate recorded in Volume 65, Page 140 of Cuyahoga County Common Pleas Records, and further bounded and described as follows:

Beginning at a point in the center of Schaaf Road (60 feet wide) at its intersection with the Southerly line of Parcel No. 3 in said Partition, said point being a South-easterly corner of land so conveyed to William J. Rosby by deed recorded in Volume 83-1947, Page 19 of Cuyahoga County Deed Records; Thence North $38^{\circ}17'20''$ East along the South-easterly line of Parcel No. 3 a distance of 792.44 feet to an angle point in said line; Thence North $88^{\circ}13'20''$ East along the Southerly line of Parcel No. 3 a distance of 2399.80' to its intersection with the Easterly line of land conveyed to the Valley Railroad Company by deed dated May 13, 1874, and recorded in Volume 230, Page 108 of Cuyahoga County Records of Deeds, and principal place of beginning of the parcel of land herein described;

Thence North $34^{\circ}13'20''$ West, along said Easterly line a distance of 1907.50 feet to an angle point therein;

Thence North $22^{\circ}55'20''$ West, continuing along said Easterly line a distance of 102.00 feet to a point on the Southeasterly line of land conveyed to the Cleveland Short Line Railway Co. by Deed recorded in Volume 1061, Page 509 of Cuyahoga County Deed Records;

Thence North $60^{\circ}43'24''$ East along said Southeasterly line a distance of 499.29 feet to a point on the Westerly bank of the Cuyahoga River;

Thence South $45^{\circ}58'15''$ East, along said Westerly Bank a distance of 377.45 feet to a point on the Southeasterly line of Parcel No. 8 in said Partition;

Thence South $40^{\circ}38'54''$ East, continuing along said Westerly Bank a distance of 205.73 feet to an angle point therein;

Thence South $0^{\circ}46'35''$ East, continuing along said Westerly Bank a distance of 600.00 feet to an angle point therein;

Thence South $7^{\circ}00'50''$ East, continuing along said Westerly Bank a distance of 558.64 feet to a point on the Northerly line of Parcel No. 3 in said Partition;

Thence North $80^{\circ}54'30''$ East, along said Northerly line a distance of 58.50 feet to a point;

Thence South $22^{\circ}39'10''$ East, a distance of 380.86 feet to a point at the Southeasterly corner of said Parcel No. 3;

Thence South $88^{\circ}13'20''$ West, along the Southerly line of said Parcel No. 3, a distance of 9.20 feet to the principal place of beginning and containing 15.2 acres of land, be the same more or less, but subject to all legal highways.

Excepting from the above described parcel, any part thereof resulting through change in the Cuyahoga River

EXHIBIT B

(6 parcels)

Description of Easement Reserved By
William J. Rosby in Deed From Rosby to Rosby, Trustee
October, 1991

Parcel 1:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Brooklyn Township Lot No. 90 and is further bounded and described as follows:

Beginning at the most easterly corner of land conveyed to Sharon Nelson, William Bone, and Beth Oros by deed recorded in Volume 15494 Page 21 of Cuyahoga County Deed Records, said point being in the west bank of the Cuyahoga River;

Thence North 44° 28' 39" West along said west bank of the Cuyahoga River, a distance of 282.87 feet to a point;

Thence South 59° 23' 34" West, a distance of 420.61 feet to the principal place of beginning of the easement herein described;

Thence North 30° 37' 09" West, a distance of 91.74 feet to a point on the southerly right-of-way line of land conveyed to the Consolidated Rail Corporation by deed recorded in Volume 14899 Page 785 of Cuyahoga County Deed Records;

Thence South 59° 22' 51" West, along said southerly right-of-way line of the Consolidated Rail Corporation, a distance of 30.00 feet to a point;

Thence South 30° 37' 09" East, a distance of 91.73 feet to a point;

Thence North 59° 23' 34" East, a distance of 30.00 feet to the principal place of beginning and containing 2,752 square feet of land (0.0632 acre) be the same more or less, but subject to all easements of record.

Permanent Parcel No. 531-04-11
NEORS D Easement No. BCI 403-1

Parcel 2:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Brooklyn Township Lot No. 90 and is further bounded and described as follows:

Beginning at the most Easterly corner of land conveyed to Sharon Nelson, William Bone, and Beth Oros by deed recorded in Volume 15494, Page 21, of Cuyahoga County deed records, said point being in the West bank of the Cuyahoga River;

Thence North 44° 28' 39" West 179.87 feet along said West bank of the Cuyahoga River to a point;

Thence South 59° 23' 34" West, 549.00 feet to a point in the Easterly right-of-way line of land conveyed to the Baltimore and Ohio Railroad by deed recorded in Volume 1716, Pages 321 and 324 of the Cuyahoga County deed records and the principal place of beginning of the Eastment herein described;

Thence South 35° 18' 21" East 169.37 feet along said Easterly right-of-way line to a point;

Thence North 56° 25' 39" East, 30.01 feet along the Southerly property line of Nelson, Bone, & Oros to a point;

Thence North 35° 18' 21" West, 167.81 feet parallel to said Easterly right-of-way line of the B & O Railroad to a point;

Thence South 59° 23' 34" West, 30.10 feet to the principal place of beginning and containing 5057.73 square feet (0.1161 acres), be the same more or less.

Permanent Parcel No. 531-04-11
NEORS D Easement No. SWI-106-4

EXHIBIT B, continuedParcel 3:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Brooklyn Township Lot No. 90 and is further bounded and described as follows:

Beginning at the most Easterly corner of land conveyed to Sharon Nelson, William Bone, and Beth Oros by deed recorded in Volume 15494, Page 21, of Cuyahoga County deed records, said point being in the West bank of the Cuyahoga River;

Thence North 44° 28' 39" West, 179.87 feet along said West bank of the Cuyahoga River to the principal place of beginning of the easement herein described;

Thence South 50° 23' 34" West, 549.00 feet to a point in the Easterly right-of-way line of land conveyed to the Baltimore and Ohio Railroad by deed recorded in Volume 1716, pages 321 and 324 of Cuyahoga County deed records;

Thence North 35° 18' 21" West, 90.63 feet along said Easterly right-of-way line to a point;

Thence North 24° 00' 21" West, 9.74 feet continuing along said Easterly line to a point;

Thence North 59° 23' 34" East; 612.36 feet to a point in the corporation line between the Village of Brooklyn Heights and the Village of Cuyahoga Heights;

Thence South 48° 08' 13" East, 104.87 feet along said corporation line to a point;

Thence South 59° 23' 34" West, 88.64 feet to the principal place of beginning and containing 62,587 square feet (1.4368 acres), be the same more or less.

Permanent Parcel No. 531-04-11
NEORSO Easement No. SWI-106-1

Parcel 4:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Brooklyn Township Lot No. 90 and is further bounded and described as follows:

Beginning at the most Easterly corner of land conveyed to Sharon Nelson, William Bone, and Beth Oros by deed recorded in Volume 15494, Page 21, of Cuyahoga County deed records, said point being in the West bank of the Cuyahoga River;

Thence North 44° 28' 39" West, 179.87 feet along said West bank of the Cuyahoga River to a point;

Thence South 59° 23' 34" West, 549.00 feet to a point in the Easterly right-of-way line of land conveyed to the Baltimore and Ohio Railroad by deed recorded in Volume 1716, Pages 321 and 324 of the Cuyahoga County deed records;

Thence South 35° 18' 21" East, 169.37 feet along said right-of-way line to a point on the Northerly line of lands conveyed to Edna Walter, et al. by deed recorded in Volume 14806, Page 853, of the Cuyahoga County deed records said point also being the principal place of beginning of the Easement herein described;

Thence South 35° 18' 21" East, 553.00 feet continuing along said Easterly right-of-way line to a point;

Thence North 66° 45' 39" East, 30.68 feet along the Southerly property line of Edna Walter, et al. to a point;

Thence North 35° 18' 21" West, 558.51 feet parallel to said Easterly right-of-way line of the B & O Railroad to a point;

Thence South 56° 25' 39" West, 30.01 feet along the Northerly property line of Edna Walter, et al. to the principal place of beginning and containing

EXHIBIT B, continuedParcel 5:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Brooklyn Township Lot No. 90 and is further bounded and described as follows:

Beginning at the most Easterly corner of land conveyed to Sharon Nelson, William Bone, and Beth Oros by deed recorded in Volume 15494, Page 21, of Cuyahoga County deed records, said point being in the West bank of the Cuyahoga River;

Thence North 44° 28' 39" West, 179.87 feet along said West bank of the Cuyahoga River to a point;

Thence South 59° 23' 34" West, 549.00 feet to a point in the Easterly right-of-way line of land conveyed to the Baltimore and Ohio Railroad by deed recorded in Volume 1716, Pages 321 and 324 of the Cuyahoga County deed records;

Thence South 35° 18' 21" East, 1042.37 feet along said right-of-way line to a point on the Northerly line of lands conveyed to William J. Rosby by deed recorded in Volume 83-1947, Pages 19-21, of the Cuyahoga County deed records said point also being the principal place of beginning of the Easement herein described;

Thence South 35° 18' 21" East, 404.00 feet continuing along said Easterly right-of-way line to a point;

Thence North 87° 09' 37" East, 8.46 feet along the Southerly property line of William J. Rosby to a point;

Thence North 23° 42' 53" East, 113.78 feet to a point on the Westerly property line of lands conveyed to J. Paris & S. W. Caplan Trs. by deed recorded in Volume 11175, Pages 11, 12, & 13 of the Cuyahoga County deed records;

Thence North 35° 18' 21" West, 283.36 feet parallel to said Easterly right-of-way line of the B & O Railroad;

Thence South 79° 15' 39" West, 32.99 feet along the Northerly property line of William J. Rosby to the principal place of beginning and containing 10,760.17 square feet (0.2470 acres) be the same more or less.

Permanent Parcel No. 531-6-10
NEORED Easement No. SWI-202-2

Parcel 6:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Brooklyn Township Lot No. 90 and is further bounded and described as follows:

Beginning at the most Easterly corner of land conveyed to Sharon Nelson, William Bone, and Beth Oros by deed recorded in Volume 15494, Page 21, of Cuyahoga County deed records, said point being in the West bank of the Cuyahoga River;

Thence North 44° 28' 39" West, 179.87 feet along said West bank of the Cuyahoga River to a point;

Thence South 59° 23' 34" West, 549.00 feet to a point in the Easterly right-of-way line of land conveyed to the Baltimore and Ohio Railroad by deed recorded in Volume 1716, Pages 321 and 324 of the Cuyahoga County deed records;

Thence South 35° 18' 21" East, 722.37 feet along said right-of-way line to a point on the Northerly line of lands conveyed to William J. Rosby by deed recorded in Volume 83-1947, Page 17, of the Cuyahoga County deed records said point being the principal place of beginning of the Easement herein described;

Thence South 35° 18' 21" East, 680.00 feet continuing along said Easterly right-of-way line to a point;

Thence North 79° 15' 39" East, 32.99 feet along the Southerly property line of William J. Rosby to a point;

EXHIBIT B, continued

Parcel 6, continued:

Thence North 35° 18' 21" West, 687.30 feet parallel to said Easterly right-of-way line of the B & O Railroad;

Thence South 66° 45' 39" West, 30.68 feet along the Northerly property line of William J. Roaby to the principal place of beginning and containing 20,509.51 square feet (0.4708 acres) be the same more or less.

Permanent Parcel No. 531-06-07
NEORSO Easement No. SWI-202-1

44-10-9

EXHIBIT C

(4 parcels)

Deed from Rosby to Rosby, Trustee
October, 1991

Parcel 1:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Brooklyn Township Lot No. 90 and bounded and described as follows:

Beginning at the intersection of the center line of Schaaf Road and the Westerly line of Parcel No. 9 in The Edwin Foote Estate as recorded in Volume 65, Page 140 of Common Pleas Court Records No. 2535; thence North $26^{\circ} 44' 47''$ East along the West line of said Parcel No. 9 a distance of 788.11 feet to an angle in said line; thence North $48^{\circ} 19' 30''$ East along a Northwesterly line of said Parcel No. 9 a distance of 508.21 feet to the main point of beginning; thence continuing North $48^{\circ} 19' 30''$ East along said Northwesterly line of Parcel No. 9 a distance of 2191.79 feet to a point in the West Bank of Cuyahoga River; thence South $62^{\circ} 11' 26''$ East along the West Bank of Cuyahoga River a distance of 157.77 feet; thence South $56^{\circ} 18' 30''$ East along West Bank of Cuyahoga River a distance of 223.60 feet; thence South $45^{\circ} 03' 48''$ East along the West Bank of Cuyahoga River a distance of 377.45 feet to the Southeasterly line of Parcel No. 8 in the Edwin Foote Estate; thence South $59^{\circ} 33' 20''$ West along the Southwesterly line of said Parcel No. 8 a distance of 2281.31 feet; thence North $58^{\circ} 15' 18''$ West a distance of 309.40 feet to the main point of beginning; excepting from the above described parcel, the land described in the following deeds: to The Cleveland Short Line Railway Company recorded in Volume 1061, Page 509; to The Cleveland Short Line Railway Company recorded in Volume 1316, Page 229; to The Cleveland Short Line Railway Company recorded in Volume 1424, Page 250; to The Valley Railway Company recorded in Volume 228, Page 569; and to The Valley Railway Company recorded in Volume 230, Page 108 all Cuyahoga County Records of Deeds, be the same more or less, but subject to all legal highways.

Excepting from the above described premises any part thereof resulting through change in the course of the Cuyahoga River occasioned by other than natural causes or by natural causes other than accretion.

Known as Permanent Parcel No. 531-04-11
Deeded to William J. Rosby in Volume 89-0149, Page 4

Parcel 2:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio and known as being part of Parcels No. 6 and 7 in partition of the Edwin Foote Estates of part of Original Brooklyn Township Lot No. 90, as shown recorded in Volume 65, Page 140 of the Common Pleas Court Records of Cuyahoga County, Ohio and bounded and described as follows: Beginning on the centerline of Schaaf Road at the most Westerly corner of a parcel of land conveyed to Harvey F. Betsicover and Grace Betsicover by deed dated March 23, 1926 and recorded in Volume 3434, Page 316 of Cuyahoga County Records; thence Northwesterly along the centerline of Schaaf Road 10 feet to the most Southerly corner of land conveyed to Ronald J. Martinez and Judith L. Martinez, by deed dated May 18, 1968 and recorded in Volume 12327, Page 379 of Cuyahoga County Records; thence Northeasterly along the irregular Southeasterly line of land so conveyed 225 feet to an exterior angle; thence Southeasterly along said line 117

EXHIBIT C, continuedParcel 2, continued:

feet to an exterior corner therein; thence Northeasterly continuing along the Southeasterly line of land so conveyed to Ronald J. Martinez and Judith L. Martinez and its Northeasterly prolongation thereof and along a Southeasterly line of land conveyed to Howard E. Walter by deed dated January 21, 1929 and recorded in Volume 3927, Page 293 of County Records; 573.49 feet to an angle therein; thence continuing Northeasterly along a Southeasterly line of land so conveyed to Howard E. Walter and along a line parallel with a Southeasterly line of Parcel No. 6 and distant Northwesterly 10 feet therefrom to its intersection with the Northeasterly line of land conveyed to James W. Dobbins and Dorothy J. Dobbins by deed dated May 24, 1974 and recorded in Volume 13648, Page 851 of Cuyahoga County Records; thence Northwesterly along the Northeasterly line of land so conveyed 308.82 feet to the most Northwesterly line of Parcel No. 7 in said partition of Edwin Foote Estates to the Southwesterly line of Cuyahoga River; thence Southeasterly along the Southwesterly line of Cuyahoga River to its intersection with the Southeasterly line of Parcel No. 6; thence Southwesterly along a Southeasterly line of Parcel No. 6, about 2442 feet to an angle therein; thence continuing Southwesterly along a Southeasterly line of Parcel No. 6, 595.5 feet to the most Easterly corner of parcel conveyed to Harvey F. Betsicover and Grace Betsicover by deed dated February 25, 1932 and recorded in Volume 4227, Page 456 of Cuyahoga County Records; thence Northwesterly along the Northeasterly line of said parcel 45 feet to the most Northerly corner thereof; thence Southwesterly along the Northwesterly line of parcel conveyed to Harvey F. Betsicover and Grace Betsicover as first aforesaid, 180 feet to the place of beginning, be the same more or less, but subject to all legal highways. EXCEPTING FROM THE ABOVE THE RIGHT-OF-WAY OF THE BALTIMORE & OHIO RAILROAD CO. TOGETHER WITH AND SUBJECT TO THE RIGHTS CREATED, ESTABLISHED AND RECOGNIZED IN CERTAIN INSTRUMENT DATED FEBRUARY 25, 1932 AND RECORDED IN VOLUME 4227, PAGE 453 OF CUYAHOGA COUNTY RECORDS.

Transferred to William J. Rosby in Volume 87-3739, Page 10

Parcel 3:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Brooklyn Township, Lot No. 90, bounded and described as follows: Beginning on the center line of Schaaf Road (50 feet wide) at the most Westerly corner of land conveyed to George L. Walter, Sr., and Emma H. Walter by deed dated May 15, 1953, and recorded in Volume 7815, Page 406 of Cuyahoga County Records; thence Northeasterly along the Northwesterly line of land so conveyed, 214 feet to an angle therein; thence Northwesterly along a Southwesterly line of land so conveyed, 43.72 feet to an angle therein; thence Northeasterly along the Northwesterly line of land so conveyed, 522.10 feet to the most Northerly corner thereof; thence Southeasterly along the Northeasterly line of land so conveyed, 178.18 feet to the Northwesterly line of land conveyed to Conrad Schaaf by deed dated November 12, 1857, and recorded in Volume 91, Page 528 of Cuyahoga County Records; thence Northeasterly along the Northwesterly line of land so conveyed, 28.65 feet to an angle therein; thence Northeasterly continuing along the Northwesterly line of land so conveyed to the Westerly bank of the Cuyahoga River; thence Northerly along the Westerly bank of the Cuyahoga River to the Southeasterly line of land conveyed to John G. Walter by deed dated November 13, 1876, and recorded in Volume 272, Page 139 of Cuyahoga County Records; thence Southwesterly along the Southeasterly line of land so conveyed to John G. Walter to the Northeasterly corner of land conveyed to The Ralph Walter Realty Company by deed dated November 23, 1960, and recorded in Volume 10109, Page 171 of Cuyahoga County Records; thence Southerly along an Easterly line of land so conveyed to The Ralph Walter Realty Company, 285.17 feet to a Southeasterly corner, thereof; thence Westerly along a Southerly line of land so conveyed, 105 feet to an inner corner; thence Southerly along an Easterly line of land so conveyed to The Ralph Walter Realty Company, 212 feet to the most Southerly line thereof; thence Westerly along said most Southerly line, 570 feet to the Southwesterly corner of land so conveyed; thence Northerly along the Westerly line of

EXHIBIT C, continuedParcel 3, continued:

land so conveyed to The Ralph Walter Realty Company, 338.63 feet to the Southeasterly line of land conveyed to John G. Walter as aforesaid; thence Southwesterly along the Southeasterly line of land so conveyed, 1012.76 feet to an angle therein; thence Southwesterly continuing along the Southeasterly line of land so conveyed, 775.50 feet to the center line of Schaaf Road; thence Southeasterly along the center line of Schaaf Road about 65.47 feet to the place of beginning, be the same more or less, but subject to all legal highways, and waterways.

Excepting from the above described premises land conveyed to the Valley Railway Company by deed dated May 13, 1874, and recorded in Volume 230, Page 108 of Cuyahoga County Records.

Excepting from the above described premises any part thereof resulting through change in the course of the Cuyahoga River occasioned by other than natural causes or by natural causes other than accretion.

Permanent Parcel No.

Parcel 4:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio, and known as being parts of Original Brooklyn Township Lot No. 90 and Original Independence Township Lot No. 1, Tract No. 1, West of the Cuyahoga River, and being further known as Parcel No. 3 in the Partition of the Edwin Foote Estate recorded in Volume 65, Page 140 of Cuyahoga County Common Pleas Records, and bounded and described as follows: Beginning at a point in the center line of Schaaf Road, (60 feet wide) at the Southeasterly corner of the first parcel of land described in deed to George L. Walter, Jr. dated January 24, 1933 and recorded in Volume 4286, Page 120 of Cuyahoga County Deed Records; thence North 36° 31' 35" East, along the Southeasterly line of land so described in said deed to George L. Walter, Jr. and passing through an iron pin in the Northeasterly line of Schaaf Road, (60 feet wide) a distance of 789.54 feet to a stone monument at an angle in the said line; thence North 80° 54' 30" East, along the Southerly line of land so described in said deed to George L. Walter, Jr., a distance of 2218.04 feet to a stone monument located on the Westerly right of way line of the B & O R.R. (C T & V Branch); thence continuing along the same course North 80° 54' 30" East, a distance of 99.46 feet to an iron pin on the Westerly bank of the Cuyahoga River; thence continuing along the same course North 80° 54' 30" East, a distance of 58.50 feet to a point; thence South 22° 39' 10" East, a distance of 380.86 feet to an iron pin at the Northeasterly corner of Parcel No. 2 in the Partition of the Edwin Foote Estate as recorded in Volume 65, Page 140 of Cuyahoga County Common Pleas Records; thence South 88° 13' 20" West, along the Northerly line of said Parcel No. 2 in the said Partition of the Edwin Foote Estate, a distance of 98.20 feet to an iron pin located on the Westerly right of way of the B & O R.R. (C T & V Branch); thence continuing along the same course South 88° 13' 20" West, a distance of 2310.80 feet to a stone monument at an angle in the said line; thence South 38° 17' 20" West, along the Northwesterly line of said Parcel No. 2 in the said Partition of the Edwin Foote Estate and passing through an iron pin in the Northeasterly line of Schaaf Road (60 feet wide) a distance of 792.44 feet to a point in the center line of Schaaf Road; thence North 59° 04' 15" West, along the center line of Schaaf Road a distance of 74.50 feet to the place of beginning and containing 13.138 acres of land, according to a survey by S. F. Gaylord in January 1947, be the same more or less, but subject to all legal highways.

EXCEPTING from the above described premises, 600/1000 of an acre of land conveyed to the Valley Railway Company by deed dated May 13, 1874, and recorded in Volume 230, Page 108 of Cuyahoga County Records of Deeds.

EXCEPTING from the above described premises any part thereof resulting through change in the course of the Cuyahoga River occasioned by other than natural causes other than accretion.

Permanent Parcel No.

ermanent 531-06-003
Parcel #: 531-06-004

Instrument: Quit Claim Deed Ex Date: 3/8/2013 11:09:00 AM
Tax District #: 2030 Tax List Year: 2013
Grantor: ROSBY PROPERTIES I, LLC Land Use Code: 3990
Balance Assumed: \$ 0.00 Land Value: 17,800
Total Consideration: \$ 0.00 Building Value: 29,700
Conv. Fee Paid: \$ 0.00 Total Value: 47,500
Transfer Fee Paid: \$ 1.00 Rcpt: F-03082013-7
Fee Paid by: Enterprise Title Agency Inst #: 582878
Exempt Code: M Check #:

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
DEQC 3/8/2013 11:33:45 AM
201303080358


Cuyahoga County Fiscal Officer

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that I, WILLIAM J. ROSBY (married), the Grantor, who claims title by or through instrument recorded in Volume 85-3813 Pages 46 through 48 of Cuyahoga County Records, for the consideration of Ten Dollars (\$10.00) received to my full satisfaction of Rosby Properties I, LLC, an Ohio Limited Liability Company, the Grantee, whose tax mailing address shall be 50 East Schaaf Road, Brooklyn Heights, Ohio 44131, has given, granted, remised, released and forever quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee, its successors and assigns forever, all such right and title as the said Grantor, has or ought to have in and to the following described premises:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio:
PARCEL 1:

being part of Lots Nos. 6 and 7 in the Partition of the Estate of Edwin Foote, deceased, of part of Original Brooklyn township Lot No. 90, as recorded in Volume 65, Page 140 of the Common Pleas Court Records of Cuyahoga County, Ohio, and together forming a parcel of land bounded and described as follows:

Beginning at a stone at the intersection of the Northwesterly line of said Lot No. 7 with the Northeasterly line of tract set off to Lydia Foote as her dower in said Partition thence North 58° 38' 53" East along the Northerly line of Lot No. 7 a distance of 170.65 feet to an iron pipe; thence South 27° 21' 07" East 175.05 feet to a point; thence South 67° 38' 53" West along a line parallel with and distant 10 feet Northerly from the Southerly line of Lot No. 6, a distance of 53.13 feet to a point; thence South 32° 55' 53" West along a line parallel with a distant 10 feet Northwesterly from the Southeasterly line of said Lot No. 6 a distance of 203.49 feet to a point; thence North 59° 12' 07" West 175.43 feet to an iron pipe in the Northwesterly line of Lot No. 7; thence North 29° 22' 53" East along the Northwesterly line of Lot No. 7 a distance of 200 feet to the place of beginning, be the same more or less, but subject to all legal highways, together with and subject to the rights created, established and recognized in a certain joint driveway easement dated February 25, 1932, and recorded in Volume 4227, Page 453 of Cuyahoga County Records.

Together with the easement rights created, established and recognized in the Indenture dated February 25, 1932, between Edwin Walter (Elizabeth Walter, wife, releases dower) and Howard E. Walter and Corrine A. Walter (husband and wife), and Robert Walter and Letizia Walter (husband and wife), recorded in Volume 4227, Page 453, of Cuyahoga County Records, and the Grant of Easement from Elvira Walter (single and unmarried) to The Cleveland Trust Company dated December 17 1941 recorded as File No 2862665 of Cuyahoga County

Southerly corner thereof; thence Southwesterly, along a Southwesterly prolongation of the Southeasterly line of land so conveyed to Howard E. Walter, 10.00 feet to appoint; thence Northwesterly, and parallel with the said Southwesterly line of land so conveyed to Howard E. Walter, 174.85 feet to a point on the Southeasterly line of land conveyed to Charles A. Hooper and Lulu Hooper by deed dated September 12, 1930, and recorded in Volume 4079, Page 347 of Cuyahoga County Records, said point being also on a Northwesterly line of said Parcel No. 7; thence Northeasterly, along the said Northwesterly line of Parcel No. 7, 10.00 feet to the place of beginning, be the same more or less, but subject to all legal highways.

PARCEL 3:

being part of Parcels Nos. 6 and 7 in Edwin Foote Estates Partition, as shown by the recorded plat of Cuyahoga County Common Pleas Court Records, Volume 65, Page 140 of part of Original Brooklyn Township Lot No. 90, and bounded and described as follows:

Beginning on the Northwesterly line of said Parcel No. 7 at the most Northerly corner of land conveyed to Claude W. Gates and Lottie A. Gates by deed dated August 30, 1943, and recorded in Volume 5631, Page 60 of Cuyahoga County Records; thence South 22° 29' 07" East along the Northeasterly line of land so conveyed to Claude W. and Lottie A. Gates, and along the Southeasterly prolongation thereof, 185.05 feet to the Southeasterly line of said Parcel No. 6; thence North 67° 38' 53" East along said Southeasterly line of Parcel No. 6, 161.20 feet; thence North 22° 21' 07" West, 210.82 feet to the Northwesterly line of said Parcel No. 7; thence South 58° 33' 53" West along said Northwesterly line, 163.25 feet to the place of beginning, be the same more or less, but subject to all legal highways. Excluding therefrom a 10-foot Right of Way along the Southeasterly line of said parcel of land.


Property Address: 42 East Schaaf Road, Brooklyn Heights, Ohio 44131

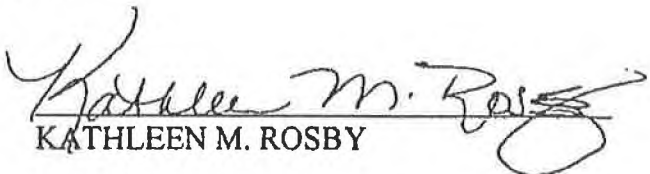
Permanent Parcel No.: 531-06-003 and 531-06-004

And for valuable consideration, I, KATHLEEN M. ROSBY, married to WILLIAM J. ROSBY, do remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all our right and expectancy of Dower in the above described premises.

We have hereunto set our hands, on the 4TH day of March, 2013.

Signed and acknowledged in presence of a notary public:


WILLIAM J. ROSBY


KATHLEEN M. ROSBY

STATE OF OHIO

COUNTY OF CUYHOGA

)

) SS:

)

ENTERPRISE TITLE

No. 1555

Before me, a Notary Public in and for said County and State, personally appeared WILLIAM J. ROSBY and KATHLEEN M. ROSBY (husband and wife) who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

Permanent 531-06-007
Parcel #:

Instrument: Warranty Deed Ex	Date: 4/22/2013
District #: 2030	Tax List Year: 2013
Grantee: ROSBY WILLIAM J & KATHLEEN	Land Use Code: 1990
Price Assumed: \$ 0.00	Land Value: 63,700
Full Consideration: \$ 0.00	Building Value: 187,000
Transfer Fee Paid: \$ 0.00	Total Value: 250,700
Transfer Fee Paid: \$ 0.50	Rept: b-04222013-21
Paid by: Enterprise Title Agency	Inst #: 588899
Document Code: N	Check #: 9250

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
DEED 4/22/2013 3:32:32 PM
201304220713


Cuyahoga County Fiscal Officer

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, WILLIAM J. ROSBY (married), the Grantor, who claims title by or through Cuyahoga County Records, for the consideration of Ten Dollars (\$10.00) received to my full satisfaction of WILLIAM J. ROSBY and KATHLEEN M. ROSBY (husband and wife) the Grantees, for their joint lives, remainder to the survivor of them, whose tax mailing address shall be 50 East Schaaf Road, Brooklyn Heights, Ohio 44131, does hereby give, grant, bargain, sell and convey unto the said Grantees, their heirs, legal representatives and assigns, the following described premises (hereinafter the "Property"):

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio: and known as being Parcel 4A in the Map of Survey Lot Split and Consolidation for William J. Rosby of part of Original Brooklyn Township Lot No. 90 and Original Independence Township Lot 1, Tract 1, West of the River as shown by the recorded Plat in Volume 271, Page 66 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

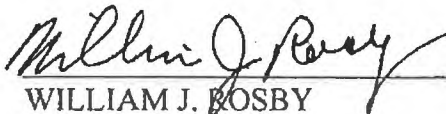
Property Address: 50 East Schaaf Road, Brooklyn Heights, Ohio 44131
Permanent Parcel No.: 531-06-007

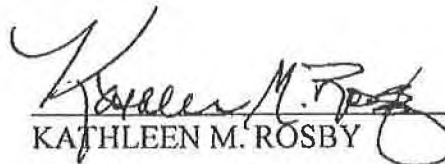
TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantees, their successors, legal representatives and assigns forever. And I, the said Grantor do for myself and my heirs, legal representatives and assigns, covenant with the said Grantees, their successors, legal representatives and assigns, that at and until the ensealing of these presents, I am well seized of the Property, have a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, that the same are free and clear from all encumbrances whatsoever, except (i) matters which would be disclosed by an accurate survey and inspection of the Property; (ii) zoning and building ordinances and regulations; (iii) general and special real estate taxes and assessments that are a lien on the date of transfer of title but are not yet due and payable; and (iv) covenants, conditions, restrictions, agreements and easements of record; and that I will WARRANT AND DEFEND the Property with the appurtenances thereunto

And for valuable consideration, I, KATHLEEN M. ROSBY, married to WILLIAM J. ROSBY, do remise, release and forever quit-claim unto the said Grantees, their heirs and assigns, all our right and expectancy ~~of Dower~~ in the above described premises.

We have hereunto set our hands, on the 2 day of April, 2013.

Signed and acknowledged in presence of a notary public:


WILLIAM J. ROSBY


KATHLEEN M. ROSBY

STATE OF OHIO

)


) SS:

COUNTY OF CUYHOGA

)

Before me, a Notary Public in and for said County and State, personally appeared WILLIAM J. ROSBY and KATHLEEN M. ROSBY (husband and wife) who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 2 day of April, 2013.


Notary Public

This instrument prepared by:
Maria E. Quinn, Esq.
Maria E. Quinn Co., L.P.A.
Chagrin Richmond Plaza
25550 Chagrin Boulevard, Suite 320
Beachwood, Ohio 44122



Attorney At Law
My commission
has no expiration date.
Section 147.03 O.R.C.

ENTERPRISE TITLE
No. A-1579

Type Instrument: Warranty Deed
Tax District #: 2030
Grantor: Dobbins James W
Grantee: ROSBY, WILLIAM J
Balance Assumed: \$ 0.00
Total Consideration: \$ 85,000.00
Conv. Fee Paid: \$ 340.00
Transfer Fee Paid: \$ 0.50
Fee Paid by: City Title Agency
Exempt Code:

Date: 10/29/2010 2:24:00 PM
Tax List Year: 2010
Land Use Code: 1990
Land Value: 1,100
Building Value: 2,500
Total Value: 3,600
Arms Length Sale: UNKNW
Rcpt: c-10292010-7
Inst #: 473296
Check #:

CUYAHOGA COUNTY RECORDER
LILLIAN J GREENE - 2
DEED 10/29/2010 2:27:59 PM
201010290717

David R. Reins

CUYAHOGA COUNTY AUDITOR

KNOW ALL MEN BY THESE PRESENTS

That **James W. Dobbins**, single the Grantors for valuable consideration paid,
grants, with covenants of General Warranty to **William J. Rosby**, married,
*address is: 50 E. Schaaf Road, Brooklyn Heights, OH 44131
whose tax mailing*and property address is:

48 East Schaaf (rear) Road, Brooklyn Heights, Ohio 44131

the following described realty:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio and known as being part of Lot Nos. 6 and 7 in the Partition of the Estate of Edwin Foote, deceased, of part of Original Brooklyn Township Lot No. 90, as recorded in Volume 65, Page 140 of the Common Pleas Court Records of Cuyahoga County, Ohio and bounded and described as follows:

Beginning at an iron pin set in the Southerly line of said Lot No. 6 distant North 67 degrees 38' 53" East 429.20 feet measured along said Southerly line from a stone monument at the intersection of said Southerly line with the Northeasterly line of Tract set off to Lydia Foote as her dower in said Partition, said stone monument being North 32 degrees 55' 33" East 775.5 feet measured along the Southeasterly line of said Lot No. 6 from its intersection with the centerline of Schaaf Road;

Course 1: thence North 22 degrees 21' 07" West a distance of 246.60 feet to the Northerly line of said Lot No. 7;

Course 2: thence North 58 degrees 41' 49" East along the Northerly line of said Lot No. 7, a distance of 464.16 feet to a point in the most northerly corner of the parcel conveyed to the Cleveland Trust Co., by deed recorded in Volume 4924, Page 339 of Cuyahoga County Deed Records;

Course 3: Thence South 22 degrees 21' 07" East along the Northeasterly line of land so conveyed to the Cleveland Trust Company 318.82 feet to a iron pin found on the Southerly line of said Lot No. 6;

Course 4: thence South 67 degrees 38' 53" West a distance of 458.51 feet to the place of beginning and containing 2.9874 acres of land. Be the same more or less, but subject to all legal highways.

Excepting therefrom that part thereof conveyed to Edwin C. Walter, by deed dated January 15, 1929, and recorded in Volume 3922, Page 320 of Cuyahoga County Records which is the southerly 10.0 feet of the above described parcel, be the same more or less, but subject to all legal highways. ✓

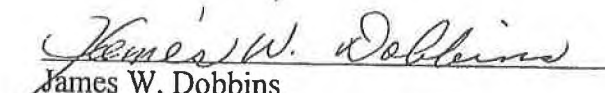
Parcel No: 531-06-006 ✓

Known as: 48 East Schaaf Road (Rear)
Brooklyn Heights, Ohio 44131-1202

Prior Instrument Reference: Volume 87-6924, Page 16

And the said Grantor does for himself and his successors and assigns covenant with said Grantee, as above granted, that at and until the ensealing of these presents it is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all encumbrances whatsoever except restrictions, conditions, reservations, limitations, and easements of record; restrictions and conditions contained in this Deed; if any, zoning ordinances; and taxes and assessments, both general and special, presently a lien but not yet due and payable; and that he will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, as above granted, forever, against all lawful claims and demands whatsoever, except as hereinabove provided.

EXECUTED this 29th day of October, 2010.


James W. Dobbins

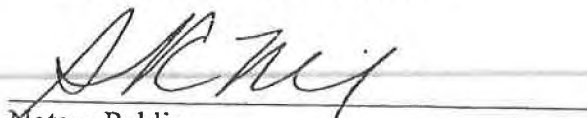
STATE OF OHIO

COUNTY OF Cuyahoga

)
) ss.
)

On this 29th day of October, 2010, before me, a Notary Public, in and for said County, personally came James W. Dobbins, the Grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed.

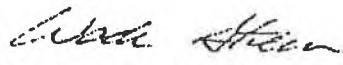
Witness my official signature and seal on the day last above mentioned.


Notary Public

ermanent 531-06-003
Parcel #: 531-06-004

Type Instrument: Quit Claim Deed Ex Date: 3/8/2013 11:09:00 AM
Tax District #: 2030 Tax List Year: 2013
Grantor: ROSBY PROPERTIES I, LLC Land Use Code: 3990
Balance Assumed: \$ 0.00 Land Value: 17,800
Total Consideration: \$ 0.00 Building Value: 29,700
Conv. Fee Paid: \$ 0.00 Total Value: 47,500
Transfer Fee Paid: \$ 1.00 Rcpt: F-03082013-7
Fee Paid by: Enterprise Title Agency Inst #: 582878
Exempt Code: M Check #:

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
DEQC 3/8/2013 11:33:45 AM
201303080358


Cuyahoga County Fiscal Officer

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that I, WILLIAM J. ROSBY (married), the Grantor, who claims title by or through instrument recorded in Volume 85-3813 Pages 46 through 48 of Cuyahoga County Records, for the consideration of Ten Dollars (\$10.00) received to my full satisfaction of Rosby Properties I, LLC, an Ohio Limited Liability Company, the Grantee, whose tax mailing address shall be 50 East Schaaf Road, Brooklyn Heights, Ohio 44131, has given, granted, remised, released and forever quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee, its successors and assigns forever, all such right and title as the said Grantor, has or ought to have in and to the following described premises:

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio:
PARCEL 1:

being part of Lots Nos. 6 and 7 in the Partition of the Estate of Edwin Foote, deceased, of part of Original Brooklyn township Lot No. 90, as recorded in Volume 65, Page 140 of the Common Pleas Court Records of Cuyahoga County, Ohio, and together forming a parcel of land bounded and described as follows:

Beginning at a stone at the intersection of the Northwesterly line of said Lot No. 7 with the Northeasterly line of tract set off to Lydia Foote as her dower in said Partition thence North 58° 38' 53" East along the Northerly line of Lot No. 7 a distance of 170.65 feet to an iron pipe; thence South 27° 21' 07" East 175.05 feet to a point; thence South 67° 38' 53" West along a line parallel with and distant 10 feet Northerly from the Southerly line of Lot No. 6, a distance of 53.13 feet to a point; thence South 32° 55' 53" West along a line parallel with a distant 10 feet Northwesterly from the Southeasterly line of said Lot No. 6 a distance of 203.49 feet to a point; thence North 59° 12' 07" West 175.43 feet to an iron pipe in the Northwesterly line of Lot No. 7; thence North 29° 22' 53" East along the Northwesterly line of Lot No. 7 a distance of 200 feet to the place of beginning, be the same more or less, but subject to all legal highways, together with and subject to the rights created, established and recognized in a certain joint driveway easement dated February 25, 1932, and recorded in Volume 4227, Page 453 of Cuyahoga County Records.

Together with the easement rights created, established and recognized in the Indenture dated February 25, 1932, between Edwin Walter (Elizabeth Walter, wife, releases dower) and Howard E. Walter and Corrine A. Walter (husband and wife), and Robert Walter and Letizia Walter (husband and wife), recorded in Volume 4227, Page 453, of Cuyahoga County Records, and the Grant of Easement from Elvira Walter (single and unmarried) to The Cleveland Trust Company dated December 17 1941 recorded as File No. 2862665 of Cuyahoga County

Southerly corner thereof; thence Southwesterly, along a Southwesterly prolongation of the Southeasterly line of land so conveyed to Howard E. Walter, 10.00 feet to appoint; thence Northwesterly, and parallel with the said Southwesterly line of land so conveyed to Howard E. Walter, 174.85 feet to a point on the Southeasterly line of land conveyed to Charles A. Hooper and Lulu Hooper by deed dated September 12, 1930, and recorded in Volume 4079, Page 347 of Cuyahoga County Records, said point being also on a Northwesterly line of said Parcel No. 7; thence Northeasterly, along the said Northwesterly line of Parcel No. 7, 10.00 feet to the place of beginning, be the same more or less, but subject to all legal highways.

PARCEL 3:

being part of Parcels Nos. 6 and 7 in Edwin Foote Estates Partition, as shown by the recorded plat of Cuyahoga County Common Pleas Court Records, Volume 65, Page 140 of part of Original Brooklyn Township Lot No. 90, and bounded and described as follows:


Beginning on the Northwesterly line of said Parcel No. 7 at the most Northerly corner of land conveyed to Claude W. Gates and Lottie A. Gates by deed dated August 30, 1943, and recorded in Volume 5631, Page 60 of Cuyahoga County Records; thence South 22° 29' 07" East along the Northeasterly line of land so conveyed to Claude W. and Lottie A. Gates, and along the Southeasterly prolongation thereof, 185.05 feet to the Southeasterly line of said Parcel No. 6; thence North 67° 38' 53" East along said Southeasterly line of Parcel No. 6, 161.20 feet; thence North 22° 21' 07" West, 210.82 feet to the Northwesterly line of said Parcel No. 7; thence South 58° 33' 53" West along said Northwesterly line, 163.25 feet to the place of beginning, be the same more or less, but subject to all legal highways. Excluding therefrom a 10-foot Right of Way along the Southeasterly line of said parcel of land.

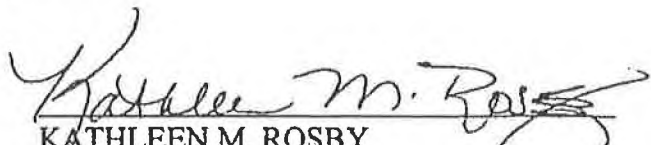
Property Address: 42 East Schaaf Road, Brooklyn Heights, Ohio 44131
Permanent Parcel No.: 531-06-003 and 531-06-004

And for valuable consideration, I, KATHLEEN M. ROSBY, married to WILLIAM J. ROSBY, do remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all our right and expectancy of Dower in the above described premises.

We have hereunto set our hands, on the 4TH day of March, 2013.

Signed and acknowledged in presence of a notary public:


WILLIAM J. ROSBY


KATHLEEN M. ROSBY

STATE OF OHIO

COUNTY OF CUYHOGA

)
)
)

SS:

ENTERPRISE TITLE

No. R-1555

Before me, a Notary Public in and for said County and State, personally appeared WILLIAM J. ROSBY and KATHLEEN M. ROSBY (husband and wife) who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

e Instrument: Quit Claim Deed Ex Date: 3/8/2013 11:18:00 AM
District #: 2030 Tax List Year: 2013
ntee: ROSBY PROPERTIES I, LLC Land Use Code: 1990
ance Assumed: \$ 0.00 Land Value: 12,100
al Consideration: \$ 0.00 Building Value: 108,300
iv. Fee Paid: \$ 0.00 Total Value: 120,400
rfer Fee Paid: \$ 0.50 Rcpt: F-03082013-7
Paid by: Enterprise Title Agency Inst #: 582884
mpt Code: M Check #:

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
DEQC 3/8/2013 11:33:45 AM
201303080362


Cuyahoga County Fiscal Officer

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that I, WILLIAM J. ROSBY (married), the Grantor, who claims title by or through instrument recorded in Volume 85-5506 Pages 68 and 69 of Cuyahoga County Records, for the consideration of Ten Dollars (\$10.00) received to my full satisfaction of Rosby Properties I, LLC, an Ohio Limited Liability Company, the Grantee, whose tax mailing address shall be 50 East Schaaf Road, Brooklyn Heights, Ohio 44131, has given, granted, remised, released and forever quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee, its successors and assigns forever, all such right and title as the said Grantor, has or ought to have in and to the following described premises:

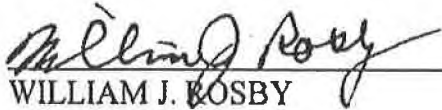
Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio:

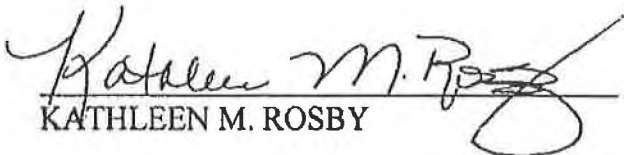
and known as being part of Original Brooklyn Township Lot No. 90 and Original Independence Township Lot. No. 1, Tract No. 1, West of Cuyahoga River, and being further known as part of parcels No. 4 and 5 in the Partition of the Edwin Foote Estate recorded in Volume 65, Page 140 of Cuyahoga County Common Pleas Records, bounded and described as follows:

Beginning at a point in the center line of Schaaf Road, so called, 60 feet wide, distant North 59° 04' 15" West 73 feet along said center line from the Southwesterly corner of land conveyed to Georgiana Richardson by deed dated February 21, 1902, and recorded in Volume 817, Page 348 of Cuyahoga County Records; thence North 32° 57' 35" East 214 feet to an iron pin; thence South 59° 04' 15" East 86.38 feet to an iron in the Northwesterly line of land so conveyed to Georgiana Richardson as aforesaid; thence North 36° 31' 35" East 546 feet along said Northwesterly line of land so conveyed to Georgiana Richardson to an iron pin; thence North 66° 02' 25" West, 178.18 feet to an iron pin; thence South 32° 57' 35" West, 522.10 feet to an iron pin; thence South 59° 04' 15" East 43.72 feet to an iron pin; thence South 32° 57' 35" West 214 feet to a point in the said center line of Schaaf Road; thence South 59° 04' 15" East 12.01 feet along said center line of Schaaf Road to the place of beginning, be the same more or less, but subject to all legal highways, according to a survey by the Verne M. Clarke Engineering Company dated January 1953 together with and subject to

We have hereunto set our hands, on the 4TH day of March, 2013.

Signed and acknowledged ~~in presence~~ of a notary public:


WILLIAM J. ROSBY


KATHLEEN M. ROSBY

STATE OF OHIO

)

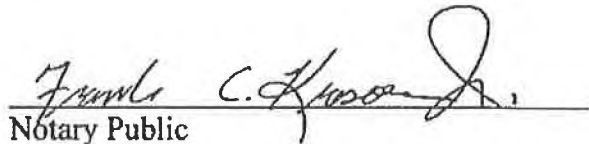
) SS:

COUNTY OF CUYHOGA

)

Before me, a Notary Public in and for said County and State, personally appeared WILLIAM J. ROSBY and KATHLEEN M. ROSBY (husband and wife) who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 4th day of March, 2013.


Notary Public

This instrument prepared by:

Maria E. Quinn, Esq.

Maria E. Quinn Co., L.P.A.

Chagrin Richmond Plaza

25550 Chagrin Boulevard, Suite 320

Beachwood, Ohio 44122



Attorney At Law
My commission
has no expiration date
Section 147.03 R.C.

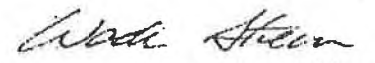
ENTERPRISE TITLE

No. A-1555

manent 531-06-010
cel #:

Instrument: Warranty Deed Ex Date: 4/22/2013
District #: 2030 Tax List Year: 2013
Grantee: ROSBY, WILLIAM J & KATHLEE Land Use Code: 1990
Lance Assumed: \$ 0.00 Land Value: 39,000
Total Consideration: \$ 0.00 Building Value: 0
Inv. Fee Paid: \$ 0.00 Total Value: 39,000
Transfer Fee Paid: \$ 0.50 Rcpt: b-04222013-21
Paid by: Enterprise Title Agency Inst #: 588900
Exempt Code: N Check #: 19250

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
DEED 4/22/2013 3:32:32 PM
201304220714


Cuyahoga County Fiscal Officer

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, WILLIAM J. ROSBY (married), the Grantor, who claims title by or through Cuyahoga County Records, for the consideration of Ten Dollars (\$10.00) received to my full satisfaction of WILLIAM J. ROSBY and KATHLEEN M. ROSBY (husband and wife) the Grantees, for their joint lives, remainder to the survivor of them, whose tax mailing address shall be 50 East Schaaf Road, Brooklyn Heights, Ohio 44131, does hereby give, grant, bargain, sell and convey unto the said Grantees, their heirs, legal representatives and assigns, the following described premises (hereinafter the "Property"):

Situated in the Village of Brooklyn Heights, County of Cuyahoga and State of Ohio: and known as being Parcel 5A in the Map of Survey Lot Split and Consolidation for William J. Rosby of part of Original Brooklyn Township Lot No. 90 and Original Independence Township Lot 1, Tract 1, West of the River as shown by the recorded Plat in Volume 271, Page 66 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

Property Address: 50 East Schaaf Road (Rear), Brooklyn Heights, Ohio 44131
Permanent Parcel No.: 531-06-010

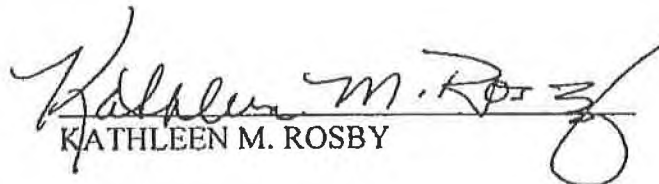
TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantees, their successors, legal representatives and assigns forever. And I, the said Grantor do for myself and my heirs, legal representatives and assigns, covenant with the said Grantees, their successors, legal representatives and assigns, that at and until the ensealing of these presents, I am well seized of the Property, have a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, that the same are free and clear from all encumbrances whatsoever, except (i) matters which would be disclosed by an accurate survey and inspection of the Property; (ii) zoning and building ordinances and regulations; (iii) general and special real estate taxes and assessments that are a lien on the date of transfer of title but are not yet due and payable; and (iv) covenants, conditions, restrictions, agreements and easements of record: and

And for valuable consideration, I, KATHLEEN M. ROSBY, married to WILLIAM J. ROSBY, do remise, release and forever quit-claim unto the said Grantees, their heirs and assigns, all our right and expectancy **of Dower** in the above described premises.

We have hereunto set our hands, on the 2 day of April, 2013.

Signed and acknowledged in presence of a notary public:


WILLIAM J. ROSBY


KATHLEEN M. ROSBY

STATE OF OHIO

)

) SS:

COUNTY OF CUYHOGA

)

Before me, a Notary Public in and for said County and State, personally appeared WILLIAM J. ROSBY and KATHLEEN M. ROSBY (husband and wife) who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 2 day of April, 2013.


Notary Public

This instrument prepared by:
Maria E. Quinn, Esq.
Maria E. Quinn Co., L.P.A.
Chagrin Richmond Plaza
25550 Chagrin Boulevard, Suite 320
Beachwood, Ohio 44122



Attorney At Law
My commission
has no expiration date.
Section 147.03 O.R.C.

ENTERPRISE TITLE
No. D-1579

4) 10.00

VOL. 87-3739 PAGE 10

WARRANTY DEED—No. 102A

416813

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883

Know all Men by these Presents

That, GERALD L. WALTER (divorced and unmarried) and DONNA C. CORNETT (married)
aka Donna Cornett fna Donna
Towner, the Grantors

who claim title by or through instrument, recorded in Volume 85-4426 Page 39,
Cuyahoga
County Recorder's Office, for the consideration of

Ten and 00/100 ————— Dollars (\$10.00) —————
and other good and valuable consideration
received to their full satisfaction of

WILLIAM J. ROSBY, (divorced and unmarried),

the Grantee,

whose TAX MAILING ADDRESS will be

50 East Schaaf Road
Brooklyn Heights, Ohio 44131

do

Give, Grant, Bargain, Sell and Convey unto the said Grantee, his
heirs and assigns, the following described premises, situated in the Village of
Brooklyn Heights, County of Cuyahoga and State of Ohio:

and known as being part of Parcels No. 6 and 7 in partition of the Edwin Foote
Estates of part of Original Brooklyn Township Lot No. 90, as recorded in Volume
65, Page 140 of the Common Pleas Court Records of Cuyahoga County, Ohio and
bounded and described as follows:

Beginning on the centerline of Schaaf Road at the most Westerly corner of
a parcel of land conveyed to Harvey F. Betsicover and Grace Betsicover by deed
dated March 23, 1926 and recorded in Volume 3434, Page 316 of Cuyahoga County
Records;

Thence Northwesterly along the centerline of Schaaf Road 10 feet to the
most Southerly corner of land conveyed to Ronald J. Martinez and Judith L.
Martinez, by deed dated May 18, 1968 and recorded in Volume 12-27, Page 379 of
Cuyahoga County Records;

Thence Northeasterly along the irregular Southeasterly line of land so
conveyed 205 feet to an exterior angle;
Thence Southeasterly along said line 45 feet to an exterior corner
therein;

Thence Northeasterly continuing along the Southeasterly line of land so
conveyed to Ronald J. Martinez and Judith L. Martinez and its Northeasterly
prolongation thereof and along a Southeasterly line of land conveyed to Howard
E. Walter by deed dated January 21, 1929 and recorded in Volume 3927, Page 293
of Cuyahoga County Records, 573.49 feet to an angle therein;

Thence continuing Northeasterly along a Southeasterly line of land so
conveyed to Howard E. Walter and along a line parallel with a Southeasterly line
of parcel No. 6 and distant Northwesterly 10 feet therefrom to its intersection
with the Northeasterly line conveyed to James W. Dobbins and Dorothy J.
Dobbins by deed dated May 24 and recorded in Volume 13648, Page 851 of
Cuyahoga County Records;

Thence Northwesterly along the Northeasterly line of land so conveyed
308.82 feet to the most Northwesterly line of Parcel No. 7 in said partition of Edwin*

Thence Southeasterly along the Southwesterly line of Cuyahoga River to its
intersection with the Southeasterly line of Parcel No. 6;

Thence Southwesterly along a Southeasterly line of Parcel No. 6, about
2442 feet to an angle therein;

Thence continuing Southwesterly along a Southeasterly line of Parcel No.
6, 595.5 feet to the most Southerly corner of parcel conveyed to Harvey F.
Betsicover and Grace Betsicover by deed dated February 25, 1932 and recorded in
Volume 4227, Page 456 of Cuyahoga County Records;

Thence Northwesterly along the Northeasterly line of said parcel 45 feet
to the most Northwesterly corner thereof;

Thence Southwesterly along the Northwesterly line of parcel conveyed to
Harvey F. Betsicover and Grace Betsicover as first aforesaid, 180 feet to the
place of beginning, be the same more or less, but subject to all legal highways.

Excepting from the above the right-of-way of the Baltimore & Ohio Railroad
Co. together with and subject to the rights created, established and recognized
in certain instrument dated February 25, 1932, and recorded in Volume 4227, Page
453 of Cuyahoga County Records.
(Permanent Parcel No. 531-06-013).

* Foote Estates to the Southwesterly line of Cuyahoga River;
PARCEL NO. 531-06-13

CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.

PAID

THOMAS J. NEFF P.E., P.S.
COUNTY ENGINEER

EXECUTIVE TITLE AGENCY CORP.
17808 E

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, his heirs and assigns forever.

And we, Gerald L. Walter and Donna C. Cornett ^{fka Donna Towner aka Donna Cornett} the said Grantors, do for ourselves and our heirs, executors and administrators ~~agreement~~ with the said Grantee, his heirs and assigns, that at and with the enrolling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except easements and restrictions of record, zoning ordinances (if any) and general and special taxes and assessments not yet due and payable.

and that we will Warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, against all lawful claims and demands whatsoever except as stated above.

And for valuable consideration

Edward K. Cornett, husband of Donna C. Cornett aka Donna Cornett ~~does hereby remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all his right and expectancy of Power in the above described premises.~~

In Witness Whereof we have hereunto set our hands, the 2nd day of June, in the year of our Lord one thousand nine hundred and eighty-seven.

Signed and acknowledged in presence of

Susan M. Knight
Attorneys

Gerald L. Walter
Gerald L. Walter

Donna C. Cornett
Donna C. Cornett
Edward K. Cornett
Edward K. Cornett

State of Ohio }

CUYAHOGA County, ss. Before me, a notary public in and for said County and State, personally appeared the above named Gerald L. Walter, unmarried, and Donna C. Cornett and Edward K. Cornett, wife and husband, aka Donna Cornett fka Donna Towner

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio this 2nd day of June, A. D. 1987

This instrument prepared by:
Irene M. MacDougall, Esq.
Rosenzweig, Schulz & Gillombardo Co., L.P.A.
700 Transohio Bank Building
2000 East Ninth Street
Cleveland, OH 44115
216/589-9300

Susan M. Knight
SUSAN M. KNIGHT, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.



JUN 5 1987

WILLIAM J. ROSEY

19

COUNTY AUDITOR

State of Ohio

SS

d for Record on the

19

o'clock M.

19

in

Page

COUNTY RECORDER

See 5


ument prepared by

ermanent 531-06-014
arcel #:

ype Instrument: Quit Claim Deed Ex
ax District #: 2030
irantee: ROSBY PROPERTIES I, LLC
alance Assumed: \$ 0.00
otal Consideration: \$ 0.00
onv. Fee Paid: \$ 0.00
ransfer Fee Paid: \$ 0.50
ee Paid by: Enterprise Title Agency
xempt Code: M

Date: 3/8/2013 11:11:00 AM
Tax List Year: 2013
Land Use Code: 5100
Land Value: 24,000
Building Value: 68,000
Total Value: 92,000
Rcpt: F-03082013-7
Inst #: 582879
Check #:

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
DEQC 3/8/2013 11:33:45 AM
201303080359


Cuyahoga County Fiscal Officer

I DEED

KNOW ALL MEN BY THESE PRESENTS, that we, WILLIAM J. ROSBY and KATHLEEN ROSBY, husband and wife, for our joint lives, remainder to the survivor of us, the Grantors, who claim title by or through Instrument Number 200608290857 of Cuyahoga County Records, for the consideration of Ten Dollars (\$10.00) received to my full satisfaction of Rosby Properties I, LLC, an Ohio Limited Liability Company, the Grantee, whose tax mailing address shall be 50 East Schaaf Road, Brooklyn Heights, Ohio 44131, has given, granted, remised, released and forever quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee, its successors and assigns forever, all such right and title as the said Grantors, has or ought to have in and to the following described premises:

Situated in the County of Cuyahoga, State of Ohio, and in the Village of Brooklyn Heights

and known as being part of Lots No. 6 and 7 in the Partition of the Estate of Edwin Foote, deceased, of part of Original Brooklyn Township, Lot No. 90, as recorded in Volume 65, Page 140 of Common Pleas Court Records of Cuyahoga County, Ohio, and bounded and described as follows:

Beginning at an iron pin set in the Southerly line of said Lot No. 6, distant North 67° 38' 53" East, 341.20 feet measured along said Southerly line from a stone monument at the intersection of said Southerly line with the Northeasterly line of tract set off to Lydia Foote as her dower in said Partition, said stone monument being North 32° 55' 33" East, 775.5 feet measured along the Southeasterly line of said Lot No. 6 from its intersection with the centerline of Schaaf Road:

- | | |
|----------|---|
| Course 1 | thence North 22° 21' 07" West a distance of 232.74 feet to the Northerly line of said Lot no. 7; |
| Course 2 | thence North 58° 41' 49" East along the Northerly line of said Lot No. 7 a distance of 89.08 feet to a point; |
| Course 3 | thence South 22° 21' 07" East, 246.60 feet to an iron pin set on the Southerly line of said Lot No. 6; |

Signed and acknowledged in presence of a notary public:

Kathleen M Rosby
KATHLEEN M. ROSBY

STATE OF OHIO)
) SS:
COUNTY OF CUYHOGA)

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio,
this 7th day of March, 2013.

Frank C. Kuzner
Notary Public

This instrument prepared by:
Maria E. Quinn, Esq.
Maria E. Quinn Co., L.P.A.
Chagrin Richmond Plaza
25550 Chagrin Boulevard, Suite 320
Beachwood, Ohio 44122

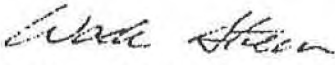


Attorney At Law
My commission
has no expiration date
Section 147.03 R.C.

ENTERPRISE TITLE
No. A-1555

Permanent 531-08-007
Parcel #:

Type Instrument: Quit Claim Deed Ex	Date: 3/8/2013 10:59:00 AM
Tax District #: 2030	Tax List Year: 2013
Grantee: ROSBY PROPERTIES II, LLC	Land Use Code: 1100
Balance Assumed: \$ 0.00	Land Value: 71,800
Total Consideration: \$ 0.00	Building Value: 45,500
Conv. Fee Paid: \$ 0.00	Total Value: 117,300
Transfer Fee Paid: \$ 0.50	Rcpt: F-03082013-7
Fee Paid by: Enterprise Title Agency	Inst #: 582871
Exempt Code: M	Check #:


Cuyahoga County Fiscal Officer

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 3
DEQC 3/8/2013 11:33:45 AM
201303080364

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that I, WILLIAM J. ROSBY (married), the Grantor, who claims title by or through instrument recorded in Instrument Number 200401070316 of Cuyahoga County Records, for the consideration of Ten Dollars (\$10.00) received to my full satisfaction of Rosby Properties II, LLC, an Ohio Limited Liability Company, the Grantee, whose tax mailing address shall be 50 East Schaaf Road, Brooklyn Heights, Ohio 44131, has given, granted, remised, released and forever quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee, its successors and assigns forever, all such right and title as the said Grantor, has or ought to have in and to the following described premises:

Situated in the Village of Brooklyn Heights, County of Cuyahoga, and State of Ohio, and known as being part of Original Independence Township Lot 2, Tract 1, West of the River, and part of Original Brooklyn Township Lot 90, and bounded and described as follows:

Beginning at an iron monument found in the centerline of Schaaf Road, 60 feet wide and variable, at its intersection with the centerline of Marengo Drive;

Thence North 60 degrees 03 minutes 55 seconds West along the centerline of Schaaf Road, 672.58 feet to a point, and the principal place of beginning of the parcel herein described;

Thence North 60 degrees 03 minutes 55 seconds West along the centerline of Schaaf Road, 60.02 feet to a nail set;

Thence North 31 degrees 34 minutes 05 seconds East, 215.00 feet to an iron pin set;

Thence North 60 degrees 03 minutes 55 seconds West along the southeasterly prolongation of the northeasterly line of a parcel of land conveyed to Walter & Helen Shipka by deed recorded in Volume 14289, Page 953 of Cuyahoga County Records, and along said northeasterly line, and

Thence North 88 degrees 15 minutes 23 seconds East along the northerly line of said Original Lot 2, 59.93 feet to an iron pin found at its intersection with the easterly line of a parcel of land conveyed to Leslie C. & Ann Foote by deed recorded in Volume 92-617, Page 44 of the Official Records of Cuyahoga County;

Thence North 5 degrees 14 minutes 10 seconds West along the easterly line of said land conveyed to Leslie C. & Ann Foote 510.67 feet to an iron pin set at its intersection with the southerly line of Parcel 5A as shown by the recorded Lot Split in Volume 271, page 66 of Cuyahoga County Map Records;

Thence North 87 degrees 13 minutes 25 seconds East along the southerly line of said Parcel 5A, 507.86 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Ralph R. Foote Greenhouse, Inc. by deed recorded in Volume 89-5923, Page 45 of the Official Records of Cuyahoga County;

Thence South 5 degrees 14 minutes 10 seconds East along the westerly line of said land conveyed to Ralph R. Foote Greenhouse, Inc., 519.84 feet to an iron pipe found in the southerly line of said Original Lot 90;

Thence South 27 degrees 58 minutes 03 seconds West along the northwesterly line of a parcel of land conveyed to Ralph R. Foote Greenhouse Inc. by deed recorded in Volume 14610, Page 527 of Cuyahoga County Records, and along the northwesterly line of a parcel of land conveyed to Paul R. & Karen Foote by deed recorded in Volume 14889, Page 371 of Cuyahoga County Records, 727.97 feet to an iron pin set;

Thence North 60 degrees 03 minutes 55 seconds West, 273.15 feet to an iron pin set;

Thence South 31 degrees 34 minutes 05 seconds West, 175.07 feet to the principal place of beginning, and containing 12.7606 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 1998.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

A.K.A. Parcel "A" Vol. 279 Pg. 72 of C.C.M.R.

Property Address: Vacant Land on Schaaf Road, Brooklyn Heights, Ohio 44131
Permanent Parcel Nos.: 531-08-007, 531-08-008 and 531-08-019

And for valuable consideration, I, KATHLEEN M. ROSBY, married to WILLIAM J. ROSBY, do remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all our right and expectancy of Dower in the above described premises.

We have hereunto set our hands, on the 4TH day of March, 2013.

Signed and acknowledged in presence of a notary public:

William J. Rosby
WILLIAM J. ROSBY

Kathleen M. Rosby
KATHLEEN M. ROSBY

STATE OF OHIO

)

) SS:

COUNTY OF CUYHOGA

)

Before me, a Notary Public in and for said County and State, personally appeared WILLIAM J. ROSBY and KATHLEEN M. ROSBY (husband and wife) who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 4th day of March, 2013.

Frank C. Krasone, Jr.
Notary Public

This instrument prepared by:

Maria E. Quinn, Esq.

Maria E. Quinn Co., L.P.A.

Chagrin Richmond Plaza

25550 Chagrin Boulevard, Suite 320

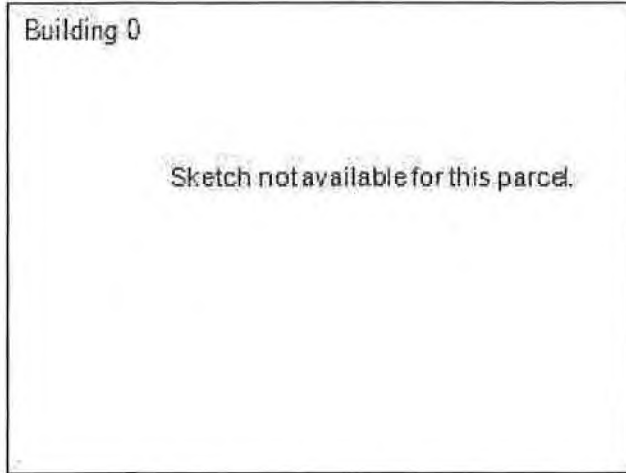
Beachwood, Ohio 44122



Attorney At Law
My commission
has no expiration date
Section 147.03 R.C.

ENTERPRICE TITLE
No. A-1555

Owner NEW YORK CENTRAL LINES LLC
Address
 BROOKLYN HEIGHTS, OH. 44131
Land Use (8400) P - RR-USED IN OPERATION
Legal Description 66 67 68 68A 53105001 & 53116002
Neighborhood Code 47200

SKETCH

MAP VIEW

BUILDING INFORMATION
LAND

Code	Frontage	Depth	Acreage	Sq Ft
------	----------	-------	---------	-------

VALUATION

2015 Values	Taxable Market Value	Exempt Market Value	Abated Market Value	Assessed Taxable Value
Land Value	\$0	\$0	\$0	\$0
Building Value	\$0	\$0	\$0	\$0
Total Value	\$0	\$0	\$0	\$0
Land Use	RAILROAD REAL			

PERMITS

Tax Year	Reason	Tax Change	Exempt Change	Percent Complete	Reinspect	Notes
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IMPROVEMENTS

Type	Description	Size	Height Depth
------	-------------	------	--------------

SALES

Date	Buyer	Seller	Price
8/14/2002	New York Central Lines Llc	Conrail Corp	\$0
1/1/1997	Conrail Corp		\$0

Taxes

2015 Taxes	Charges	Payments	Balance Due
Tax Balance Summary	\$0.00	\$0.00	\$0.00

Information included on this report is believed to be accurate, but is not guaranteed. Cuyahoga County is not liable for errors or omissions.



PROPERTY ACCESS AGREEMENT

This Property Access Agreement (the "Agreement") is entered into between CSX Transportation, Inc. ("CSXT" or "Railroad"), whose headquarters is located at 500 Water Street, Jacksonville, Florida, 32202, and Rosby Resource Recycling, Inc. ("Rosby"), located at 54 East Schaaf Road, Village of Brooklyn Heights, Ohio.

WHEREAS:

- A. Rosby owns and operates a construction and demolition debris ("C&DD") disposal facility and C&DD Recycling Operations located generally at 54 East Schaaf Road, Village of Brooklyn Heights, Ohio (the "C&DD Facility"); and
- B. CSXT owns and operates a railway adjacent to and north northwest of the Rosby C&DD Facility (the "CSXT Property"); and
- C. Beginning in 2012, the State of Ohio and the Ohio Attorney General ("OAG") have alleged that recovered screened materials ("RSM") from Rosby's C&DD Recycling Operations have been placed on the CSXT Property in violation of Ohio Revised Code, Chapter 3714; and
- D. Rosby has denied that the placement and storage of the RSM on the CSX Property violates any applicable laws; and
- E. Rosby, in a Consent Order with the State of Ohio, has agreed voluntarily to remove the pile of RSM from the CSXT Property; and
- F. CSXT, in the Consent Order with the State of Ohio, has agreed to provide Rosby reasonable access to the CSXT Property to remove the RSM.

NOW THEREFORE, in consideration of the mutual obligations and representations contained in this Agreement, the parties agree as follows:

(1) CSXT grants Rosby and its designated agents and contractors (collectively, "Rosby") the right and permission to enter upon the CSXT Property upon two weeks' notice for the sole purpose of removing the RSM and adjacent fill materials (the "Work").

(2) The Work shall include the excavation and removal of the RSM and adjacent fill materials as generally depicted in the attached Exhibit A and a Scope of Work as set forth in Exhibit B.

(3) The Work shall be performed at the sole cost and expense of Rosby, and in a manner to avoid harm to persons or property or delays to or interference with Railroad



operations. Rosby agrees that the Work shall be performed in a good and workmanlike manner in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and administrative or judicial decisions and orders; and in a manner so as not to disturb the occupancy, business or quiet enjoyment of any other tenants or licensees of the CSXT Property.

(4) Rosby, including without limitation, any contractors or subcontractors performing the Work, shall maintain, at a minimum, commercial general liability (CGL) insurance with policy limits not less than one million dollars (\$1,000,000.00) per claim and any and all other insurance as required by law.

(5) In addition to the above-described CGL insurance, if any Work will be undertaken within fifty (50) feet of the railroad track on the CSXT Property, then Rosby or its contractor performing the Work shall also purchase, a policy of Railroad Protective Liability (RPL) insurance, naming Railroad as the insured, with coverage of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence, with an aggregate of TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance - Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. Proof of such coverage shall be provided prior to commencement of the Work within fifty (50) feet of the track.

(6) All persons entering the CSXT Property pursuant to this Agreement shall wear safety glasses with side shields, hard hats, and steel-toed safety shoes, and shall abide by Railroad's Safety Rules and Procedures, any safety instructions given by Railroad and remain in compliance with all Occupational Safety and Health Act regulations.

(7) Rosby shall not interfere or damage Railroad's real and/or personal property, including but not limited to track, signal and communication facilities. All vehicles and other equipment performing the Work shall access the CSXT Property from Rosby's C&DD Facility. Rosby's equipment must stay clear of all wire lines at, over or near the CSXT Property, as well as any other utility or structure located thereon, including fiber optic lines. Rosby expressly agrees to comply with the location, contact, excavation and protection regulations of the state "One Call" - "Call Before You Dig" requirements.

(8) Rosby agrees to defend, indemnify, and hold harmless CSXT with regard to any claim, demand, or cause of action, including reasonable attorney's and consultant's fees, arising out of the Work on the CSXT Property and CSXT is not assuming any liability related to the Rosby Work.

(9) CSXT may inspect and approve the Work from time to time and upon completion. Rosby's right of access to the CSXT Property shall terminate following the inspection of the CSXT Property by the State of Ohio and its agreement that the Work has properly removed the pile of RSM to the satisfaction of the Ohio Environmental Protection Agency.

(10) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below their respective signatures.

CSX TRANSPORTATION, INC.

By: _____

Printed Name: David E.

Title: Elder

Date: _____

Digitally signed by David E. Elder

DN: cn=David E. Elder,

o=Corridor Occupancy Services,

ou=Properties Group,

email=David_Elder@csx.com,

c=US

Date: 2015.06.23 10:04:49 -04'00'

ROSBY RESOURCE RECYCLING, INC.

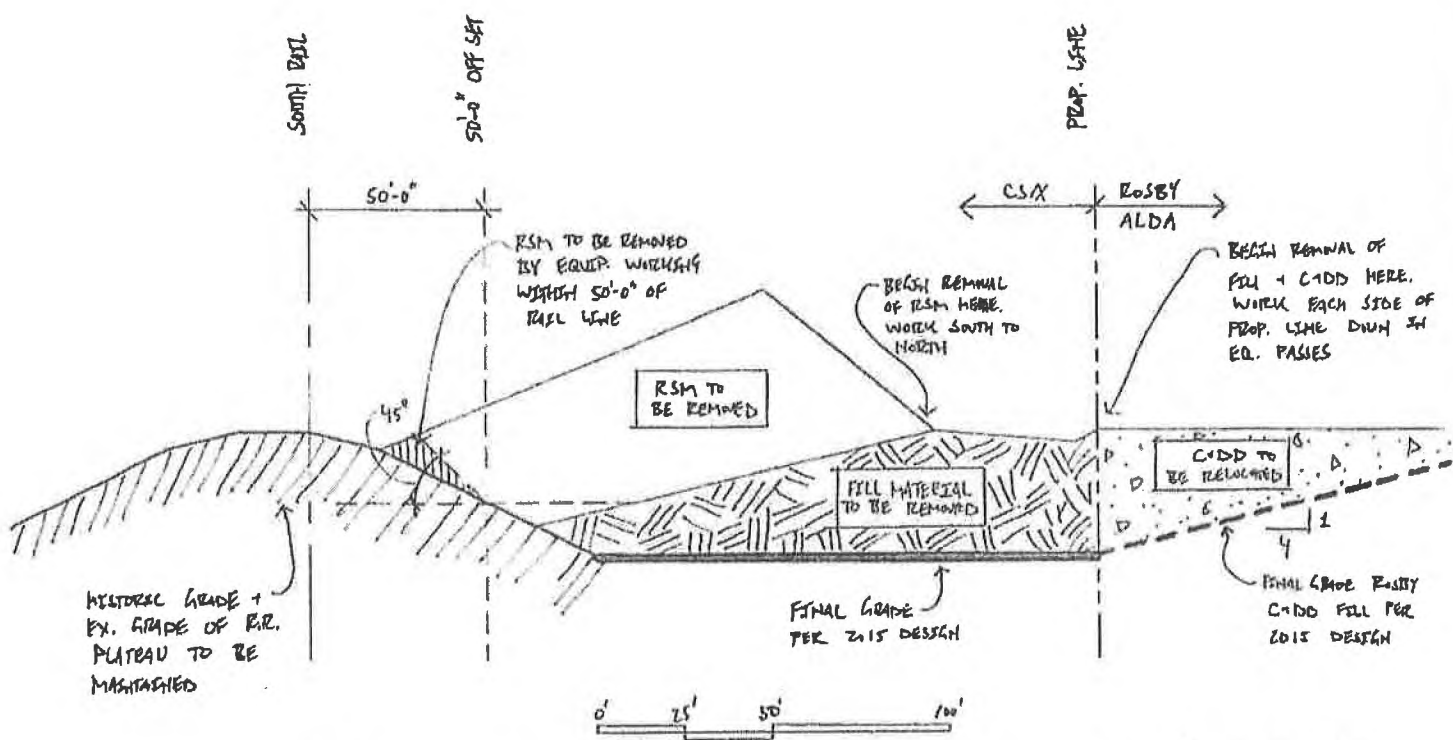
By: William Rosby

Printed Name: WILLIAM ROSBY

Title: Pres.

Date: 6-11-15

Exhibit A

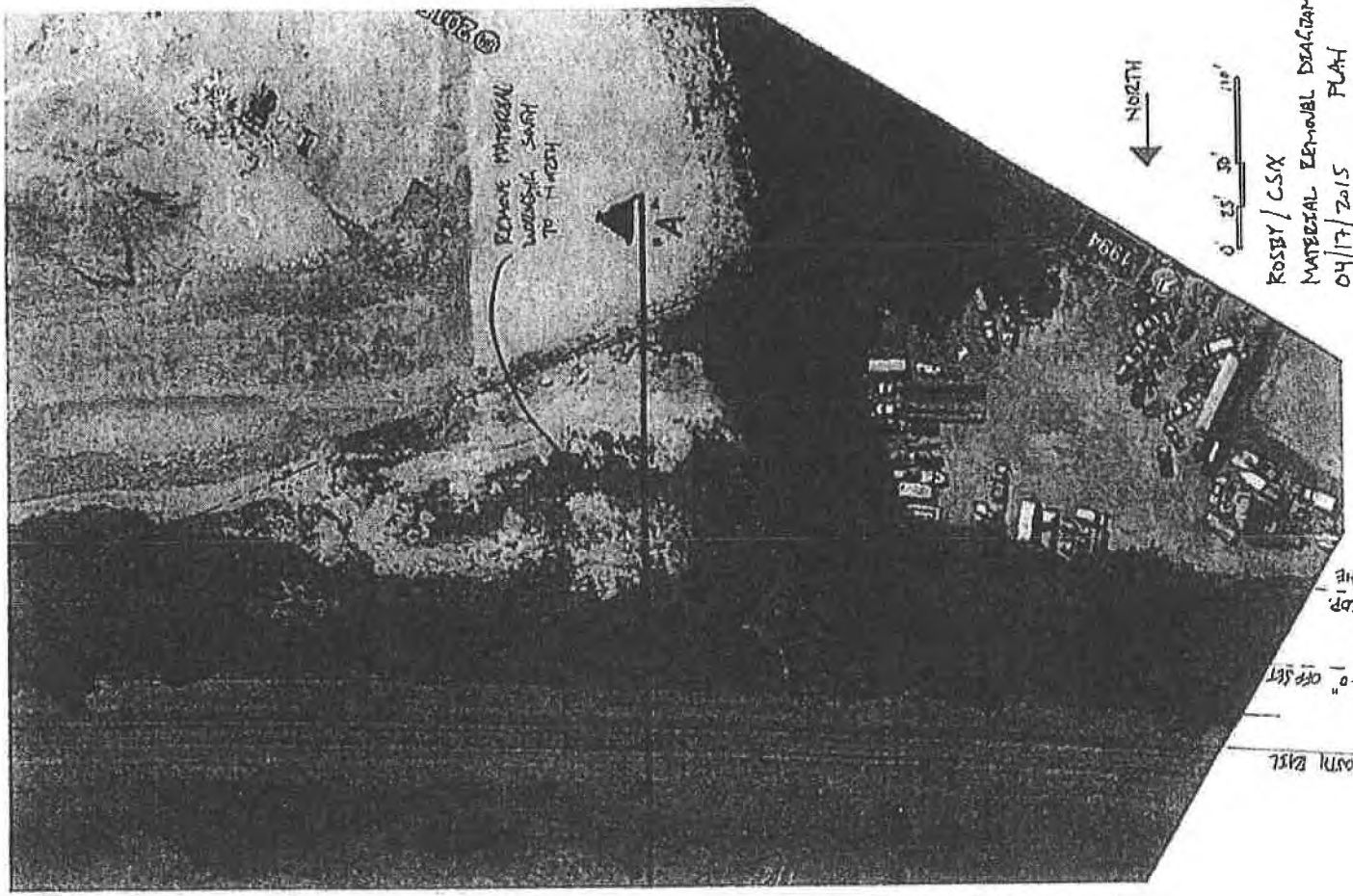


ROSBY/CSX

MATERIAL REMOVAL DIAGRAM

04/17/2015

SECTION "A" LOOKING EAST



NORTH

0 25 50 100'

ROSBY / CSX
MATERIAL REMOVAL DIAGRAM
04/17/2015 PLH

PROP. LANE

50'-0" offset

SOUTH EAST

Exhibit B

RSM Stock Pile and Fill Material Removal Scope of Work

Location of Work:

The work area is and approximately 500'-0" East-West X 150'-0" North-South area of CSX property located immediately North of the Rosby Resource Recycling, Inc. C&DD Facility ALDA.

Volume of materials to be removed:

75,000 to 150,000 Cubic Yards of RSM

58,000 Cubic Yards of fill material

Removal Work Phasing:

Phase 1: Stock pile to be loaded out of current location via track hoe type excavator loading off road type dump trucks. Equipment is to access the CSX property from the South. Removal work is to begin at the Southwest toe of the stock pile and move to the Southeast toe. Removal work will proceed north, in east-west passes, until material located more than 50'-0" from the South rail has been removed.

Phase 2: The removal of the remaining RSM, located within 50'-0" of the South rail, is to be moved south to a loading area outside of the 50'-0" threshold via track hoe type excavator or a Grade All XL3200V or similar machine. Once the materials are outside of the 50'-0" threshold they will be loaded into off road type dump trucks via track hoe type excavator.

Phase 3: Fill materials to be loaded out of the current location via track hoe type excavator loading off road type dump trucks. Equipment is to access the CSX property from the South. Removal work is to begin at the Southwest corner of the Rosby C&DD Facility ALDA and move to the Southeast end of the work area. Removal work will proceed north, in east-west passes, until the fill materials have been removed. Please note no fill material is located within 50'-0" of the South rail. Also, please note that this phase of work is to be coordinated with re-grading work to be done on the Rosby C&DD Facility ALDA located immediately south of the work area described here. The elevations of the fill materials and the elevations of the ALDA will be worked down in equal passes or lifts.

Phase 4: Finish grading of the work area will be done to allow rain water to flow to the existing drainage swale paralleling the rail line.

Phase 5: Install fertile soil top dressing as needed to work area and seed.