

RESOLUTION NO. 103-2022 (PD), *First Reading*

By Mayor Seren

A resolution authorizing the mayor to enter into a lease agreement with WXZ CPV LLC and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights (the “City”) is the fee simple owner of the property located at 1908, 1912-1926 and 1932-1946 South Taylor Road in Cleveland Heights, which are more commonly known as the Taylor-Tudor Buildings (the “Premises”); and

WHEREAS, the Premises are substantially vacant and in a severely deteriorated state of repair; and

WHEREAS, the Premises are of a historic nature and likely eligible for historic tax credits, and the City desires to cause the redevelopment of the Premises in accordance with the proposal of WZX Development, Inc. and its affiliated entity, WXZ CPV LLC (“WXZ”), submitted in response to a request for proposals issued by the City in 2021; and

WHEREAS, City Council on May 2, 2022 determined that it is in the City’s best interest to move forward with negotiation of a Memorandum of Understanding (“MOU”) with WXZ for the redevelopment of the Premises upon the recommendation of the Mayor and staff, and the Mayor and administrative staff have commenced negotiation of an MOU with WXZ; and

WHEREAS, while the negotiations of the MOU are ongoing, the Mayor is proposing to provide site control to WXZ pursuant to a certain lease agreement, a copy of which is attached as Exhibit A, and such site control will assist WXZ’s due diligence in connection with the redevelopment of the Premises and will also facilitate WXZ’s efforts to obtain funding for such redevelopment through various tax credit and other state or federal programs which support such redevelopment, including the Transformational Mixed Use Development tax credit which is subject to an application deadline of July 8, 2022; and

WHEREAS, this Council wishes to authorize the Mayor to enter into a lease agreement with WXZ CPV LLC, an Ohio limited liability company, whereby the City will lease the Premises to WXZ, substantially in accordance with the terms and conditions of the lease attached as Exhibit A, as the parties continue to negotiate an MOU related to the redevelopment of the Premises.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby authorized to execute and enter into a lease whereby the City will lease the Premises to WXZ CPV LLC in connection with the redevelopment of the Premises, substantially in accordance with the draft lease attached as Exhibit A, subject to the approval of the Director of Law as to form.

RESOLUTION NO. 103-2022 (PD), *First Reading*

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to advance the redevelopment of the Premises at the earliest possible time and to meet the timing requirements for WXZ CPV LLC to have site control sufficient to apply for transformational mixed-use development tax credits. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.



\_\_\_\_\_  
CRAIG S. COBB  
Acting President of the Council



\_\_\_\_\_  
CRAIG S. COBB  
Acting Clerk of Council Pro Tem

PASSED: 7/7/22

Presented to the Mayor: 7/8/22 Approved: 7/8/22



\_\_\_\_\_  
KAHLIL SEREN  
Mayor

**EXHIBIT A**

**LEASE AGREEMENT**

This LEASE AGREEMENT (the “*Lease*”) is made on this \_\_\_ day of \_\_\_\_\_, 2022 (the “*Effective Date*”), by and between the City of Cleveland Heights, Ohio, a municipal corporation organized under the laws of the State of Ohio and its Charter, (“*Landlord*”), and **WXZ CPV LLC**, an Ohio limited liability company (“*Tenant*” and, together with the Landlord, the “Parties”) to evidence the following:

**RECITALS:**

**WHEREAS**, Landlord is the fee simple owner of the Premises (as defined below);

**WHEREAS**, the Premises is, as of the Effective Date, substantially vacant and in a severely deteriorated state of repair;

**WHEREAS**, the Premises is of a historic nature, the parties believe the Premises is eligible for historic tax credits, and Landlord desires to cause the redevelopment of the Premises;

**WHEREAS**, Tenant is capable of redeveloping the Premises, desires to do so, and has is currently negotiating with the Landlord to do so;

**NOW, THEREFORE**, Landlord and Tenant agree as follows:

1. **Premises.** Landlord hereby agrees to lease to Tenant the property located at 1908, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio as more specifically described in **Exhibit A**, together with all structures and improvements thereon (the “*Premises*”). The Premises are being leased to the Tenant in the AS IS, WHERE IS, and Landlord does not, and shall not be held to have made, any representation as to the fitness of the Premises for any reason, including, but not limited to, Tenant’s use of the Premises as set forth herein.

2. **Use.** Tenant shall be permitted to use the Premises for any legal purpose. Tenant shall have the right to obtain substantially all of the economic benefits from the Premises, and, except as otherwise set forth herein, shall have the right to direct the use and operation of the Premises. Tenant shall not use or permit the Premises to be used in violation of any law or ordinance, and shall comply with all planning, zoning and building codes promulgated by the Landlord, excepting therefrom any planning, zoning and building code nonconformity in existence on the Effective Date. Tenant will not cause, maintain or permit any nuisance in, on or about the Premises, or commit or allow any waste in or upon the Premises. Tenant shall use reasonable and prudent care in its use of the Premises so as to prevent damage or harm to the Premises and/or individuals using the Premises. All property kept, stored or maintained on the Premises will be at the sole risk of the Tenant. The Parties acknowledge that there are current occupants within the Premises as of the Effective Date, subject to removal by the City pursuant to Section 5 of this Lease, and Tenant shall not be responsible for any violation of this Section 2 due to the actions or conduct of such occupants prior to their removal by the City.

3. **Term.** The Term of this Lease shall be for a period of twenty-eight (28) years, commencing on the Effective Date and ending on the date that is the twenty-eighth (28<sup>th</sup>) year anniversary of the Effective Date (the “**Expiration Date**”) (the “**Term**”).

Subject to Tenant’s any purchase of the Premises during the Term, Tenant shall vacate and surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, as set forth below. Prior to or upon the vacation and surrender of the Premises to Landlord, Tenant shall remove from the Premises all of Tenant’s personal property, and any of Tenant’s personal property remaining in or on the Premises following the vacation and surrender of the Premises by Tenant shall be deemed abandoned and shall become the property of the Landlord.

4. **Rent.** Tenant agrees to pay to Landlord, at Landlord’s notice address herein provided, or such other place and to such other person as Landlord may from time to time designate in writing to Tenant, as “**Rent**” for the Premises, without any deduction or set-off, the sum of Twelve Thousand and 00/100 Dollars (\$12,000.00) for the first year of the Term, which shall be due within ten (10) days of the Effective Date. Thereafter, on the first anniversary of the Effective Date, Tenant shall pay to Landlord the sum of Ten and 00/100 Dollars (\$10.00) as Rent for the balance of the Term.

5. **Delivery of Premises.** Landlord shall deliver to Tenant all portions of the Premises not occupied by an occupant as of the Effective Date. Landlord shall further use commercially reasonable efforts to begin the termination of any existing occupancies or tenancies at the Premises within thirty (30) days of the Effective Date and deliver the remainder of the Premises to Tenant, as the same becomes available as to each Tenant, free and clear of any and all occupants, within six (6) months of the Effective Date, provided, however, that in the event any legal proceeding remains in progress between Landlord and any occupant as of the six (6) month anniversary of the Effective Date, delivery of that portion of the Premises shall occur immediately upon the conclusion of such legal proceeding and the vacation of the Premises by such occupant.

6. **Gross Lease.** Landlord and Tenant understand that this Lease is intended to be a gross lease during the period of time commencing upon the Effective Date and continuing until the day before the first anniversary of the Effective Date. During the first year of the Term, Rent shall be inclusive of all of Landlord’s operating costs, insurance costs, maintenance and repair costs, and all other costs incurred by Landlord in relation to maintaining, repairing, and operating the Premises. In addition to the Rent during the first year of the Term, the Tenant shall also pay any taxes and assessments on the Premises as set forth in Section 8 of this Lease.

7. **Triple Net Lease.** Commencing upon the first anniversary of the Effective Date and continuing for the balance of the Term, this Lease shall be considered a Triple Net Lease. It is the intention of Landlord and Tenant, and they hereby agree, that in addition to the Rent, the Tenant shall be responsible to pay the following expenses, commencing upon the first anniversary of the Effective Date and continuing for the balance of the Term:

(a) **Ordinary Operating Expenses.** Tenant hereby agrees to pay all Ordinary Operating Expenses as hereinafter defined commencing upon the first

anniversary of the Effective Date and continuing for the balance of the Term. The term “**Ordinary Operating Expenses**” shall include all maintenance and repairs to the interior or exterior portions of the Premises to the extent required under Section 12 herein, taxes and assessments, insurance, utilities and any other costs of any kind or nature related to the operation of the Premises.

8. **Taxes and Assessments.** Tenant shall pay directly to the applicable taxing authority, during the Term of this Lease, the real estate taxes and special assessments (collectively, the “**Taxes**”) attributable to the Premises and accruing during the Term. Taxes for any fractional month during the Term hereof shall be prorated. Tenant’s obligation to pay all Taxes shall apply both to any Taxes currently levied and assessed against the Premises, as well as any new or increased Taxes levied or assessed against the Premises during the Term by any taxing authority.

9. **Insurance.** Tenant and Landlord shall obtain and maintain general commercial liability insurance with minimum limits for each occurrence of not less than two million and 00/100 dollars (\$2,000,000.00) combined single limit on account of bodily injuries or death. During the first year of the Term, Landlord shall obtain and maintain property and casualty insurance covering the full replacement cost of the Premises on account of casualty or damages to the Premises. Landlord shall name the Tenant and the Guarantor (as defined herein) as additional insureds on each policy required to be obtained and maintained by Landlord. Commencing upon the first anniversary of the Effective Date and continuing for the balance of the Term, Tenant shall obtain and maintain property and casualty insurance covering the full replace cost of the Premises on account of casualty or damage to the Premises. Tenant shall name Landlord and any Landlord mortgagee as additional insureds on each policy required to be obtained and maintained by Tenant. Within ten (10) days of the Effective Date and the first anniversary of the Effective Date, Tenant shall provide Landlord certificates of insurance for each policy evidencing the coverage amounts set forth in this Section, as well as identifying Landlord, and any Landlord mortgagee, as additional insureds on such policies.

10. **Utilities.** During the first year of the Term, Landlord shall be responsible for any and all utilities serving the Premises, including, but not limited to, electric, gas, water, stormwater, sewer, telephone, internet and trash service, and shall contract with and pay directly service providers for the provision of all necessary utilities serving the Premises. Commencing on the first anniversary of the Effective Date and continuing for the balance of the Term, Tenant shall be responsible for any and all utilities serving the Premises, including, but not limited to, electric, gas, water, stormwater, sewer, telephone, internet and trash service, and shall contract with and pay directly service providers for the provision of all necessary utilities serving the Premises.

11. **Improvements and Alterations.** Tenant shall be permitted to perform any improvements, alterations, or changes of any kind to the Premises only after obtaining the written consent of the Landlord, provided, however, that upon execution by Landlord and Tenant of a Development Agreement providing for the redevelopment of the Premises by Tenant, Tenant may then make such improvements, alterations or changes without first obtaining Landlord’s consent. Any improvements shall be made

only in accordance with applicable federal, state, or local laws, ordinances, or regulations. Any such improvements or alterations by Tenant shall be made at Tenant's sole cost and expense. All improvements and alterations will be done at reasonable times in a first-class workmanlike manner, by contractors licensed to perform such work, if such license is required by local or state ordinance or statute. All improvements and alterations shall be undertaken by the Tenant only after obtaining all necessary planning, zoning and building permits and approvals from the Landlord, and any other permits or approvals from any other governmental authority with jurisdiction over the Premises, and Tenant shall subsequently undertake said improvements and alterations in conformity with such permits and approvals.

12. **Maintenance and Repairs.** During the first year of the Term, Landlord shall be responsible for all repairs and maintenance of the Premises at its sole cost and expense, to the extent required to maintain the Premises in its then current condition as of the Effective Date, including all snowplowing, lawn mowing and maintenance and landscaping for the Premises. Commencing on the first anniversary of the Effective Date and continuing for the balance of the Term, Tenant shall be responsible for all repairs and maintenance of the Premises at its sole cost and expense, to the extent required to maintain the Premises in its then current condition as of the first year anniversary, including all snow plowing, lawn mowing and maintenance and landscaping for the Premises. Commencing on the first year anniversary, in the event Tenant fails to properly maintain and repair the Premises, Landlord shall have the right, but not the obligation, to enter upon the Premises and undertake any necessary maintenance or repairs, and Tenant shall be responsible for the reimbursement of any costs incurred by Landlord in undertaking such maintenance and repair. Landlord may enter upon the Premises to undertake such maintenance and repairs after providing Tenant thirty (30) day notice to undertake the same and Tenant failing to do so during said thirty (30) day period.

13. **Indemnification.** Tenant hereby covenants and agrees to indemnify, defend and hold Landlord, and Landlord's employees, officers, officials, agents, representative and successors, or any person or party acting at the request, or behalf, of Landlord (the "***Landlord Parties***") harmless from any and all claims, demands, actions and causes of action which may arise from any entry onto the Premises by Tenant or Tenant's agents, contractors, employees, invitees, permittees, licensees, subtenants or permitted assigns (the "***Tenant Parties***"), or any of Tenant's or Tenant's Parties' development work performed on the Premises, except to the extent such claims, liabilities, or losses arise out of an existing condition at the Premises or are caused by the Landlord or any Landlord Parties. Further, Tenant hereby covenants and agrees to indemnify and hold harmless Landlord and the Landlord Parties by and from the date of possession of each portion of the Premises against any and all claims, demands, actions and causes of action which may arise from the use and occupancy of the Premises by any unauthorized occupants or trespassers, provided Landlord has delivered such portion of the Premises free and clear of any and all occupants. In no event shall Tenant be liable for indemnifying Landlord against any claim, liability, or loss arising out of the action or conduct of any person or party who is an occupant of the Premises as of the Effective Date.

Tenant shall further indemnify Landlord for any losses, damages, expenses or liabilities which Landlord and Landlord Parties may suffer or incur, including but not limited to the Ordinary Operating Expenses set forth above, and any reasonable attorney fees and costs of defense incurred by Landlord, in connection with the Tenant's use and occupancy or care, custody, and control of the Premises or from any act, whether negligent or otherwise of Tenant, its agents, contractors, employees, invitees, permittees, licensees, subtenants or permitted assigns concerning, relating to, on and/or about the Premises. Additionally, Tenant shall cause to be provided to Landlord, as of the Effective Date, a guaranty executed by WXZ Development, Inc. (the "**Guarantor**") whereby the Guarantor agrees to guaranty Tenant's obligations under this Section in the event Tenant fails to maintain insurance as required in Section 9 of this Agreement and/or fails to pay any Ordinary Operating Expenses, and to pay the same to Landlord in the event of a failure to pay by the Tenant.

14. **Damage to Premises.** In the event the Premises shall be destroyed or damaged as a result of any fire or other casualty, then in every such cause, the Premises shall be put in a condition at the expense of the party obligated to maintain the property and casualty insurance, per Section 9 of this Lease, at the time of such destruction or damage, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. In the event the destruction or damage to the Premises occurs while Tenant is responsible for maintaining the property and casualty insurance and Tenant fails or refuses to restore the Premises as set forth in this Section, Tenant hereby assigns to Landlord any proceeds payable to Tenant from the property and casualty insurance policy required to be maintained by Tenant under Section 9, above, up to the amount necessary to put the Premises in a condition to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage.

15. **Default.** The occurrence of any one or more of the following events will constitute a default hereunder ("Event of Default"):

(a) The failure of Tenant to timely pay the Rent or any Ordinary Operating Expenses as it becomes due in accordance with the terms of this Lease, which failure continues for a period of ten (10) business days; or

(b) The Tenant's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Lease, other than as referred to in clause (a) of this Section, if the failure is not cured within thirty (30) days after written notice of the failure from the Landlord, unless the Landlord shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot reasonably be corrected within the applicable period, Landlord shall be deemed to consent to an extension of such time if corrective action satisfactory to Landlord is instituted by the Tenant within the applicable period and diligently pursued until the default is corrected.

(c) The failure by Tenant of all or any portion of Tenant's obligations to pay its debts as they become due, or Tenant becoming insolvent, filing or having filed against it a



petition under any chapter of the United States Bankruptcy Code (or any similar petition under any insolvency law of any jurisdiction) if such petition is not dismissed within sixty (60) days thereafter, proposing any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, making an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of Tenant or such guarantor.

Following the occurrence of an Event of Default, as defined above, Landlord may exercise any or all of the following remedies:

(a) Terminate this Lease by providing Tenant with written notice of the same, and upon termination of this Lease all rights of Tenant hereunder will thereupon come to an end as fully and completely as of the date such notice is given. Tenant shall then quit and surrender the Premises to Landlord and Landlord will have the right, without judicial process, to re-enter the Premises. No such expiration or termination of the Lease will relieve Tenant of its liability and obligations under the Lease.

(b) Re-enter and repossess the Premises and the right to remove all persons and property therefrom by summary proceedings, any other legal action or in any lawful manner Landlord determines to be necessary or desirable. Landlord shall be under no liability by reason of any such re-entry, repossession or removal. No such re-entry, repossession or removal shall be construed as an election by Landlord to terminate the Lease unless a notice of such termination is given to Tenant pursuant to clause (i) above or unless such termination is decreed by a court of competent jurisdiction.

(c) Enter the Premises and cure any default by Tenant and in so doing, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord, and all incidental costs and expenses, including reasonable attorneys' fees, shall be payable to Landlord immediately upon demand, together with interest from the date of demand to the date of payment at the maximum lawful rate permitted to be charged by Landlord.

Such remedies are cumulative and in addition to any other remedies that Landlord may have at law or equity. If an Event of Default occurs, and the Landlord incurs expenses, including attorneys' fees, in connection with the enforcement of or the collection of amounts due under this Lease, the Tenant shall reimburse the Landlord for the expenses so incurred upon demand to the extent permitted by law. No failure by Landlord to insist upon strict performance by the Tenant of any provision of this Lease shall constitute a waiver of the Landlord's right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Tenant to observe or comply with any provision of this Lease.

16. **Termination.** This Lease may be terminated earlier than the Expiration Date as provided below:

(a) Upon the occurrence of an Event of Default, Landlord may terminate the Lease as set forth in Section 15, above.

(b) No sooner than the one (1) year anniversary of the Effective Date, Landlord or Tenant may terminate this Lease immediately upon written notice to the other in the event Landlord and Tenant have not executed and entered into (i) a Real Estate Purchase Agreement for the sale of the Premises from Landlord to Tenant, and (ii) a Development Agreement providing for the redevelopment of the Premises by Tenant.

(c) No sooner than the three (3) year anniversary of the Effective Date, Landlord or Tenant may terminate this Lease immediately upon written notice to the other in the event any of the following have not occurred: (i) the consummation and closing of the sale of the Premises pursuant to the real Estate Purchase Agreement identified in Section 16(b), above, (ii) Tenant has applied for a State of Ohio Transformational Mixed-Use Development Program tax-credit concerning the Premises, (iii) Tenant has applied for both State of Ohio and federal historic tax credits for the Property, and (iv) Tenant has complied with all terms of the Development Agreement through the three (3) year anniversary of the Effective Date.

17. **Mechanics and Other Liens.** Tenant shall keep the Premises and Tenant's leasehold interest therein free of any liens or claims of liens, and will discharge any such liens within ten (10) days of their filing. Before commencement of any work upon the Premises, Tenant's contractor will provide payment, performance and lien indemnity bonds required by Landlord, and Tenant will provide evidence of such insurance as Landlord may require, naming Landlord as an additional insured.

18. **Cooperation on Real Estate Purchase Agreement and Development Agreement.** Landlord and Tenant agree that they shall cooperate with one another and use commercially reasonable efforts to negotiate and execute a Real Estate Purchase Agreement for the sale of the Premises from Landlord to Tenant (including, if necessary a prior Option to Purchase the Premises), as well as a Development Agreement for the redevelopment of the Premises by Tenant. The failure of the Landlord and Tenant to negotiate and execute either the Real Estate Purchase Agreement or the Development Agreement, shall not be construed to be a default of this Lease by the Landlord.

19. **Legal Requirements.** Tenant shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy of the Premises.

20. **Governing Law and Forum.** This Lease shall be governed by the laws of the State in which the Premises is located. Any action or cause of action concerning or relating to this Lease shall be brought in a court of competent jurisdiction in Cuyahoga County, Ohio.

21. **Assignment and Subletting.** This Lease shall not be assigned, sublet, or mortgaged in whole or in part by Tenant, without the prior written consent of Landlord. Tenant acknowledges and agrees that Landlord has the right, in its sole discretion, to assign all or any portion of this Lease, provided that the assignee in such assignment also assumes the liabilities of the Landlord set forth herein.

22. **Notices.** All notices required by this Lease shall be sent to the following  
**If to Landlord:** City of Cleveland Heights, Ohio

Attn: Mayor  
40 Severance Circle  
Cleveland Heights, OH 44118

**With a Copy to:** Walter Haverfield  
1301 East Ninth Street  
Suite 3500  
Cleveland, OH 44114-1821  
Attn: William R. Hanna

**If to Tenant:** WXZ CPV LLC  
c/o WXZ Development  
22720 Fairview Center Drive, Suite 150  
Fairview Park, Ohio 44126  
Attn: Matthew Wymer  
Email: mattheww@wxzdevelopment.com

**With a Copy to:** Kohrman Jackson & Krantz LLP  
1375 East 9th Street, 29th Floor  
Cleveland, Ohio 44114  
Attn: Jon J. Pinney, Esq.  
Email: jjp@kjk.com

23. **Memorandum of Lease.** This Lease shall not be recorded, but either party may record a Memorandum of Lease. The party requesting that the Memorandum of Lease be recorded shall pay all costs of recording the Memorandum of Lease, and the parties hereto agree to execute at any and all times such instruments as may be reasonably required for such recording.

24. **Amendment.** No amendment of this Lease shall be effective unless reduced to writing and signed by Landlord and Tenant.

25. **Severability.** If any term or provision of this Lease is ruled to be illegal, invalid, or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease shall remain in full force and effect.

26. **Binding Effect.** This Lease and any amendments thereto shall be binding upon Landlord and Tenant and/or their respective successors, heirs, assigns, executors, and administrators.

27. **Captions.** The headings of the several Sections contained herein are for convenience and do not define, limit, or construe the contents of such Sections.

28. **Counterparts.** This Lease may be executed in counterparts and by electronic signature. Each counterpart exchanged and delivered by electronic transmission shall be deemed an original and all counterparts shall constitute one and the same instrument.

29. **Entire Agreement.** This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest.

30. **Non-Discrimination.** Tenant agrees that it will comply with all applicable federal, state and local laws with regard to housing opportunities and fair employment practices and will not discriminate on the basis of the protected classes identified in Section 749.01 of the Cleveland Heights Codified Ordinances (age, race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity or expression) in connection with the construction or sale of housing or otherwise pursuant to or in connection with this Agreement.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

CITY OF CLEVELAND HEIGHTS,  
OHIO, an Ohio municipal corporation

\_\_\_\_\_  
Kahlil Seren, Mayor

TENANT:

WXZ CPV LLC  
an Ohio limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
William R. Hanna, Law Director

STATE OF OHIO            )  
                                  )        SS  
CUYAHOGA COUNTY        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022, by Kahlil Seren, Mayor of the City of Cleveland Heights, an Ohio municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public

STATE OF OHIO            )  
                                  )        SS  
CUYAHOGA COUNTY        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of WXZ CPV, LLC, an Ohio limited liability company on behalf of the company.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

Address: 1908, 1912-1926, and 1932-1946 South Taylor Road, Cleveland Heights, Ohio

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio:

And known as being part of Sublot Nos. 4; 5 and 6 in The Monroe Allotment Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows: Beginning on the Westerly line of Taylor Road at the Southeasterly corner of said Sublot No. 6; Thence Northerly along said Westerly line of Taylor Road, 134.15 feet to the Southerly end of a turnout between said Westerly line of land and the Southerly line of Superior Park Drive; Thence Northwesterly along said turnout 32.71 feet to the Westerly end thereof; Thence Westerly along said Southerly line of Superior Park Drive, 84.25 feet; Thence Southerly on a line parallel to said Westerly line of Taylor Road, 154.90 feet to the Southerly line of said Sublot No. 6; Thence Easterly along said Southerly line of Sublot No. 6, 105 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the above parcel that part as shown by Dedication Plat, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, for Taylor Road widening being part of Euclid Township Lot Nos. 16 and 57, Tract 1.

**Parcel Number: 684-27-001**

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio:

And known as being part of Sublot Nos. 1, 2 and 3 in the Monroe Allotment Co.'s Monroe Subdivision of part of Original Euclid Township Lot No. 16, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of Taylor Road, at the Northeasterly corner of said Sublot No. 1; thence Southerly along the Westerly line of Taylor Road, 124.79 feet to the Northerly end of a turnout between the Westerly line of Taylor Road, and the Northerly line of Superior Park Drive; thence Southwesterly along said turnout 31.63 feet to the Northerly line of Superior Park Drive; Thence Westerly along the Northerly line of Superior Park Drive, 85.57 feet to the Southeasterly corner of land conveyed to The Mera Realty Company by deed dated January 11, 1930 and recorded in Volume 3988, Page 79 of Cuyahoga County Records; Thence Northerly along the Westerly line of land so conveyed 145 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 27.22 feet to the Northwesterly corner of land

described in the Deed from The Cleveland Trust Company to The Orange Realty Company, dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so described in deed to The Orange Realty Company, about 0.45 feet to the Southwesterly corner thereof; Thence Easterly along the Southerly line of land so described in the Deed from The Orange Realty Company about 58 feet to the Northerly line of said Sublot No. 1; thence Easterly along the Northerly line of Sublot No. 1, about 19 feet to the place of beginning, be the same more or less, but subject to all legal highways.

**Parcel Number: 684-26-011**

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio:

And known as being part of Sublot Nos. 36 and 37 in Seth Minor Subdivision of part of Original Euclid Township Lot Nos. 15 and 16, Tract No. 1, as shown by the recorded plat in Volume 85 of Maps, Page 23 of Cuyahoga County Records, and also a part of Sublot No. 1 in The Monroe Company's Monroe Subdivision of part of Original Euclid Township Lot No. 16, Tract No. 1, as shown by the recorded plat in Volume 95 of Maps, Page 6 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Westerly line of South Taylor Road, (formerly Taylor Road, 100 feet wide), as shown by the Dedication Plat of South Taylor Road Widening, recorded in Volume 126 of Maps, Page 19 of Cuyahoga County Records, at a point which is distant 100 feet Northerly, measured along the Westerly line of South Taylor Road, from its intersection with the Southerly line of said Sublot No. 37; thence Westerly parallel to the Southerly line of Sublot No. 37, 80 feet; thence Southerly and parallel to the Westerly line of South Taylor Road, 100 feet to the Southerly line of said Sublot No. 37; Thence Easterly along the Southerly line of said Sublot No. 37, about 23 feet to the Northwesterly corner of the land conveyed to The Orange Realty Company by deed dated February 19, 1930 and recorded in Volume 4016, Page 129 of Cuyahoga County Records; thence Southerly along the Westerly line of land so conveyed to The Orange Realty Company, 0.45 feet to the Southwesterly corner, thereof; thence Easterly along the Southerly line of land so conveyed to The Orange Realty Company about 57 feet to the Westerly line of South Taylor Road; thence Northerly along the Westerly line of South Taylor Road, about 100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

**Parcel Number: 684-26-012**