

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT TO PURCHASE 90 AND 92 MOORE ROAD AND AVALON ROAD FROM MOORE ROAD INVESTMENTS, LLC AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake, as buyer, and Moore Road Investments, LLC, as seller, desire to enter into a Purchase Agreement of 90 and 92 Moore Road and Avalon Road, Lorain County Permanent Parcel Nos. 04-00-006-103-007, 04-00-006-103-008, 04-00-006-103-015, 04-00-006-103-018, and 04-00-006-103-021.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OHIO:

Section No. 1: That the Mayor is hereby authorized and directed to execute an agreement (Exhibit 1) for the purchase of 90 and 92 Moore Road and Avalon Road, Lorain County Permanent Parcel Nos. 04-00-006-103-007, 04-00-006-103-008, 04-00-006-103-015, 04-00-006-103-018, and 04-00-006-103-021 for the sum of Four Hundred Sixty-Five Thousand Dollars (\$465,000).

Section No. 2: That the Mayor and Finance Director are authorized and directed to execute all instruments and take such actions as may be required to complete such transfer.

Section No. 3: That all actions taken by the Mayor and his Administration to effectuate the transaction on behalf of the City are duly ratified and confirmed.

Section No. 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 5: That this Ordinance is hereby declared to be an emergency measure to ensure the timely and efficient operations of the City, thus for the public welfare. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

1<sup>st</sup> reading: 6/26/2023

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

PASSED: 7/10/2023

/s/ Martin E. O'Donnell

President of Council

POSTED: 7/14/2023

APPROVED: 7/11/2023

ATTEST: /s/ Valerie E. Rosmarin  
Clerk of Council

/s/ Gregory J. Zilka  
Mayor

## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement (this “Agreement”) is made this \_\_\_\_ day of June, 2023 (the “Effective Date”), by and between the MOORE ROAD INVESTMENTS, LLC, an Ohio limited liability company (“Seller”), and AVON LAKE REGIONAL WATER by and through THE CITY OF AVON LAKE, an Ohio municipal corporation (“Buyer”).

1. The Property. Seller hereby agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, certain real property owned by Seller and known as 90 and 92 Moore Road and Avalon Road in Avon Lake, Ohio 44012, together with all improvements, fixtures, easements and appurtenant rights and privileges (PPNs: 04-00-006-103-007, 04-00-006-103-008, 04-00-006-103-015, 04-00-006-103-018 and 04-00-006-103-021), as further described on Exhibit A attached hereto and incorporated herein by reference (collectively, the “Real Property”). Further, Seller hereby agrees to sell and transfer to Buyer, and Buyer agrees to purchase from Seller, the furnishings, equipment and other personal property located at the Real Property, as further identified on Exhibit B attached hereto and incorporated herein by reference (the “Personal Property” and together with the Real Property, the “Property”).

2. Purchase Price—Real Property; Title Company. As consideration for the purchase of the Real Property, Buyer shall pay to Seller, in readily available funds, Four Hundred Sixty-Five Thousand and 00/100 Dollars (\$465,000.00) (the “Purchase Price”). Subject to the terms and conditions set forth in this Agreement, the payment shall occur on the Closing Date (as defined below) and handled through Erie Commercial Title, 868 Corporate Way, Westlake, Ohio 44145 (the “Title Company”), which shall also act as escrow agent for the transactions described herein.

3. Donation of Personal Property. In connection with the Closing on the sale of Real Property, Seller desires to donate to Buyer all of the Personal Property identified on Exhibit B. The value of the Personal Property is set forth on Exhibit B. At Closing, Buyer shall deliver to Seller a donation receipt acknowledging the donation of the Personal Property.

4. Closing; Closing Date. The consummation of the transactions contemplated by this Agreement shall be referred to as the “Closing”. Closing shall occur within ten (10) days of the date all closing conditions of the Seller and Buyer having been met or waived, such date being hereinafter referred to as the “Closing Date”, time being of the essence.

5. Initial Due Diligence.

(a) Seller Documents. Within ten (10) days of the Effective Date, Seller shall deliver to Buyer all due diligence documents, if any, to the extent in Seller’s possession relating to the Property, including, but not limited to, (i) a copy of any prior title commitments, (ii) a copy of any existing architectural plans, or engineering, appraisal and environmental reports or studies, and (iii) a copy of any manuals, warranties or other material documentation related to the Personal Property.

(b) Due Diligence Period. Buyer shall have a period of thirty (30) days after the Effective Date (the “Due Diligence Period”) within which to examine the Property and perform

all inspections and audits and obtain all reports with respect thereto, including, structural, environmental, title review, and any other due diligence items which Buyer deems necessary or advisable in its sole discretion. If Buyer fails to notify Seller in writing that it is not satisfied with the condition of the Property, then Buyer shall be deemed to have approved the results of its due diligence investigation.

6. Deed; Title; Survey.

(a) Deed. Seller shall convey marketable fee simple title to the Property to Buyer by limited warranty deed (the "Deed"), free and clear of all liens and encumbrances except matters of record not objected to by Buyer, survey matters, zoning ordinances and taxes and assessments not yet due and payable (collectively, the "Permitted Exceptions").

(b) Title. Seller shall obtain a commitment for title insurance from the Title Company. At the Closing Buyer shall be entitled to receive an ALTA Owner's Fee Policy of Title Insurance (the "Title Policy") issued by the Title Company insuring title to the Property to be good in Buyer as of the filing of the Deed for record, subject only to the Permitted Exceptions.

(c) Survey. Seller shall be responsible for the costs associated with a new boundary survey necessary to prepare new legal descriptions required by Lorain County prior to any transfer of the Property.

7. Closing Deliveries. On or before the Closing Date, Seller shall deposit or cause to be deposited with the Title Company: (i) the Deed; (ii) a "Non-Foreign Seller Affidavit" as required by Section 1445 of the Internal Revenue Code of 1986, as amended; (iii) such affidavits and instruments as required by the Title Company to remove the standard exceptions from the Title Policy; and (iv) such other funds, documents and instruments, in recordable form or otherwise, as may be reasonably required by the Title Company or Buyer as a condition of the closing of the escrow. On or before the Closing Date, Buyer shall deposit with the Title Company: (i) the Purchase Price; (ii) the donation receipt for the Personal Property, and (iii) such other funds, documents and instruments, in recordable form or otherwise, as may be reasonably required by the Title Company as a condition of the Closing of the escrow.

8. Prorations and Expenses. Current taxes or assessments on the Property shall be prorated as of the Closing Date, upon the basis of a calendar year using the amount shown on the last available tax duplicate. Any past due utilities and other expenses with respect to the Property shall be paid by Seller. Seller and Buyer shall cooperate to arrange for utilities to the Property to be transferred to Buyer at Closing. Other normally pro-rated items shall be pro-rated as of the Closing Date. The outstanding lateral loan (approx. \$2,400) shall be paid off by Seller out of closing proceeds.

9. Closing Costs. Seller shall pay for (i) preparation of the Deed, (ii) ½ the cost of the title commitment and owner's title policy, (iii) the transfer tax, (iv) the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Property as required by this Agreement, (v) payment of survey expenses for boundary survey and new legal descriptions, and (vi) one-half of the escrow fee. Buyer shall pay for (i) ½ the cost of the title

commitment and owner's title policy plus all of the costs for any endorsements, (ii) recordation of the Deed, (iii) one-half of the escrow fee, (iv) the costs of any survey and other third party reports Buyer obtains, and (v) all other closing costs. Each party shall be responsible for payment of its own attorneys' fees.

10. Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date.

11. Closing.

(a) The obligations of Buyer hereunder are subject to the following conditions, any of which may be waived by Buyer in writing:

(i) The representations and warranties of Seller set forth in paragraph 10 shall be true and correct in all material respects on the Closing Date;

(ii) Seller's ability to convey title to Buyer as required by this Agreement;

(iii) Buyer being satisfied with the results of its due diligence investigation; and

(iv) All obligations of Seller hereunder to be performed at or prior to the Closing Date have been or can and will be performed as of the Closing Date.

(b) The obligations of Seller hereunder are subject to the following conditions, any of which may be waived by Seller in writing:

(i) The representations and warranties of Buyer set forth in paragraph 11 shall be true and correct in all material respects on the Closing Date; and

(ii) All obligations of Buyer hereunder to be performed at or prior to the Closing Date have been or can and will be performed as of the Closing Date.

12. Seller's Representations and Warranties. Seller represents, warrants and covenants to Buyer that:

(a) This Agreement is a legal, valid, and binding obligation of Seller and is enforceable against Seller in accordance with its terms;

(b) Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto;

(c) Prior to the Closing Date, Seller shall not enter into any agreements of any kind whatsoever, or grant any rights or privileges, with respect to the Property, without the prior written consent of the Buyer;

(d) Seller is the fee simple owner of the Property, and no other party has any claim to the Property by reason of any purchase and sale agreement, option to purchase, right of first refusal, land installment contract, mortgage, or other similar agreement or instrument; and

(e) There are no suits, actions or proceedings pending or, to the best of Seller's knowledge, contemplated against or concerning the Property and no governmental authority has claimed or given notice of any assessments relating to the Property.

13. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

(a) This Agreement is a legal, valid, and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms; and

(b) Buyer and all persons executing this Agreement on behalf of Buyer, have full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto.

14. No Liabilities Assumed. The parties expressly acknowledge and agree that Buyer shall assume no liabilities of Seller in connection with the transactions contemplated by this Agreement.

15. Termination; Remedies Upon a Default.

(a) Buyer may terminate this Agreement during the Due Diligence Period for any reason or no reason. In such instance, Buyer will be responsible to pay for all costs that may be owing with respect to title and escrow, and any funds and documents deposited by the parties with each other or in escrow shall be returned forthwith to the party who so deposited same and the parties shall thereupon be released from any further obligations each to the other.

(b) In the event Seller's representations and warranties shall not be true and correct in all material respects as of the date hereof and as of the Closing Date, or if Seller shall fail to consummate the sale contemplated herein for any reason other than Buyer's breach or default or termination as permitted herein, then Buyer shall be entitled, upon ten (10) days prior written notice to Seller and the Title Company, in lieu of all other rights and remedies available to Buyer elsewhere in this Agreement and at law or in equity, (i) to sue for specific performance, or (ii) to terminate this Agreement, in which case any funds and documents deposited by the parties with each other or in escrow shall be returned forthwith to the party who so deposited same and the parties shall thereupon be released from any further obligations each to the other. Seller would also be responsible to pay for all costs that may be owing with respect to the title and escrow.

(b) In the event Buyer's representations and warranties shall not be true and correct in all material respects as of the date hereof and as of the Closing Date, or if Buyer shall fail to consummate the purchase contemplated herein for any reason other than Seller's breach or default or termination as permitted herein, then Seller shall be entitled, upon ten (10) days prior written notice to Buyer and the Title Company, to terminate this Agreement. Buyer would also be responsible to pay for all costs that may be owing with respect to the title and escrow.

16. Risk of Loss. Risk of loss to the Property or any part thereof shall remain with Seller until the Closing. In the event that the Property is damaged or destroyed by casualty prior to the Closing Date and Seller refuses to repair the same at its sole cost and expense, Buyer may terminate this Agreement by written notice.

17. Further Assistance; Cooperation. Seller and Buyer agree, at any time and from time to time, to execute any and all documents reasonably requested by the other party or the Title Company to carry out the intent of this Agreement.

18. Assignment; Binding Agreement. This Agreement may not be assigned without the other party's prior written consent. The terms and conditions of this Agreement shall survive Closing and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

19. Counterparts. This Agreement may be executed in any number of counterparts, including electronic signatures included in a pdf file each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall become effective when counterparts have been signed by each party and delivered to the other parties, it being understood that the parties need not sign the same counterpart.

20. Brokers. Each party represents to the other party that neither party has dealt with a real estate broker in connection with this transaction.

21. Entire Agreement. This Agreement shall be deemed to contain all of the terms and conditions agreed upon, it being understood that there are no outside representations or oral agreements.

22. Escrow Conditions. This Agreement shall serve as escrow instructions for the Title Company, and may be supplemented by additional escrow instructions from the parties prior to the Closing, so long as such additional instructions do not conflict with this Agreement.

23. Notices. Any notice request, information, or other communication to be given hereunder to either of the parties by the other shall be in writing and shall be deemed to have been delivered upon personal delivery and receipt, or on the next business day after being deposited with a nationally recognized overnight delivery service, or upon first attempted delivery after being deposited in the first class U.S. mail, postage prepaid, registered or certified mail, return receipt requested, as follows:

If to Buyer:

Avon Lake Regional Water

201 Miller Road  
Avon Lake, Ohio 44012

If to Seller: Moore Road Investments, LLC  
31765 Leeward Court  
Avon Lake, Ohio 44012  
Attn: John G. Dzwonczyk  
Email: jdzwonczyk@jgdpe.com

With a copy to: Cavitch, Familo & Durkin Co., L.P.A.  
1300 East Ninth Street, 20th Floor  
Cleveland, Ohio 44114  
Attn: Harold O. Maxfield, Jr., Esq.  
Email: hmaxfield@cavitch.Com

or such other addresses as Buyer or Seller may advise each other in writing.

24. Access to Real Property. From and after the date of this Agreement, Seller agrees to permit Buyer and Buyer's designees reasonable access to the Property, upon 24-hour notice, for the purpose of making reports, surveys, tests, measurements, investigations and inspections as contemplated by this Agreement. Buyer shall indemnify, defend and hold harmless Seller from and against any liability, loss, damage, claim, fee, cost or expense, including reasonable attorney's fees which may have resulted or may result from any such entry upon or inspection of the Property and Buyer shall restore the Property to its condition existing prior to such entry or inspection.

25. Section Headings. All section headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions of this Agreement.

26. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

27. Time of Performance. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

28. AS-IS PROVISION. Buyer agrees and acknowledges that the Property is being conveyed AS-IS, WHERE-IS, WITH ALL FAULTS, and that, Seller has not made any representations or warranties, either express or implied, regarding the condition the Property. Buyer acknowledges that it will have sufficient access to the Property during the Due Diligence Period to fully inspect the Property and is relying solely on such inspection(s) regarding the condition of the Property.

29. Survival. If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remains binding upon and for the benefit of the parties hereto until fully observed, kept or performed.



*[Signatures on Next Page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the preamble.

BUYER:

Avon Lake Regional Water

SELLER:

Moore Road Investments, LLC

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

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

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

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

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

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

City of Avon Lake, Ohio

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

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

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Director of Law

City of Avon Lake, Ohio

#### CERTIFICATE OF THE DIRECTOR OF FINANCE

I hereby certify that the amount required to meet the City's obligations under this Agreement has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

\_\_\_\_\_  
Director of Finance

**Exhibit A**  
**Real Property**

*Note: The legal descriptions below are subject to change as a result of the pending boundary survey and new legal descriptions required by Lorain County prior to any transfer of the real property.*

The Land is described as follows:

**PARCEL 1 (PPN 04-00-006-103-015):**

Situated in the City of Avon Lake, County of Lorain, and State of Ohio:

And known as being part of Original Avon Township Section No. 6, and bounded and described as follows:

Beginning on the centerline of the Moore Road, so-called, at its point of intersection with the centerline of Lake Road, so-called;

Thence due North, along said centerline of Moore Road, 35.71 feet to a point;

Thence due West, a distance of 30 feet to the West line of said Moore Road;

Thence due North along said West line of Moore Road, 112.29 feet to the principal place of beginning of lands herein described;

Thence continuing due North, along said West line of Moore Road, a distance of 35 feet;

Thence due West, a distance of 84.48 feet;

Thence South 00 deg. 05' 10" East, a distance of 35 feet;

Thence due East, a distance of 84.42 feet to the principal place of beginning, according to a survey by Holland Engineering Company dated December, 1919, and being known as Sublot No. 32 of Sandy Beach Subdivision proposed, be the same more or less, but subject to all legal highways.

**PARCEL 2 (PPN 04-00-006-103-021):**

Situated in the City of Avon Lake, County of Lorain and State of Ohio:

And known as being part of Original Avon Township, Section No. 6, and bounded and described as follows:

Beginning on the center line of Moore Road, so-called, as its point of intersection with the center line of Lake Road so-called;

Thence due North along said center line of Moore Road a distance of 35.71 feet;

Thence due West a distance of 30 feet to the Westerly line of said Moore Road;

Thence due North along the Westerly side of said Moore Road 147.29 feet to the principal place of beginning of lands described.

Thence continuing due North along the Westerly side of said Moore Road 52.50 feet to the Southeasterly corner of land conveyed to Carl Beifuss by deed August 21st, 1944 and recorded in Volume 365, Page 179 of Lorain County Records;

Thence Westerly along the Southerly line of land so conveyed to Carl Beifuss to the Southwesterly corner thereof;

Thence South 4 deg. 36' 10" East, a distance of 15.53 feet;

Thence South 0 deg. 05' 10" East, a distance of 35 feet;

Thence Easterly 84.48 feet to the principal place of beginning, according to a survey by the Holland Engineering Company dated December 1919, and further known as being Sub-Lot No. 31 and the Southerly one-half of Sub-Lot No. 30 in Sandy Beach Subdivision, proposed, be the same more or less, but subject to all legal highways.

**PARCEL 3 (PPN 04-00-006-103-008):**

Situated in the City of Avon Lake. County of Lorain and State of Ohio:

And known as being part of Avon Township Section No. 6, and bounded and described as follows:

Beginning at a point at the intersection of the Center line of Lake Road, 60 feet wide, and Moore Road, 60 feet wide;

Thence South 71 deg. 04' 30" West, along the center line of Lake Road, 221.31 feet to the center line of Avalon Road;

Thence North 00 deg. 05' 10" West, along the center line of Avalon Road, 235 feet to a point of curve;

Thence North 89 deg. 54' 50" East, 20 feet to the Easterly line of Avalon Road 40 feet wide;

Thence Northerly along said Easterly line of Avalon Road, on a curved line deflecting to the left 5.65 feet; said curved line having a radius of 379.46 feet and a chord which bears North 00 deg. 30' 50" West, 3.65 feet;

Thence continuing along the Easterly line of Avalon Road, on a curved line deflecting to the left 35 feet, said curved line having a radius of 379.46 feet and a chord which bears North 03 deg. 35' 10" West, 35 feet to the principal place of beginning;

Thence North 88 deg. 39' 40" East, 77.90 feet;

Thence North 00 deg. 05' 10" West, 12.53 feet;

Thence North 04 deg. 36' 10" West, 25.12 feet;

Thence South 86 deg. 36' 30" West, 81.28 feet to the Easterly line of Avalon Road, 40 feet wide;

Thence Southerly along the Easterly line of Avalon Road, on a curved line deflecting to the right 35 feet to the principal place of beginning, said curved line having a radius of 379.46 feet, and a chord which bears South 08 deg. 52' 10" East, 35 feet, and being further known and Sublot No. 41 of The West Shore Realty Company's proposed "Sandy Beach" Subdivision, according to a survey made by The W.E. Holland Engineering Company, December 1919, be the same more or less, but subject to all legal highways.

**PARCEL 4 (PPN 04-00-006-103-007):**

Situated in the City of Avon Lake, County of Lorain, and State of Ohio:

And known as being part of Original Avon Township Section No. 6, and bounded and described as follows:

Beginning at a point at the intersection of the center line of Lake Road, 60 feet wide, and Moore Road, 60 feet wide;

Thence South 71 deg. 04' 30" West, along the center line of said Lake Road 221.81 feet to the center line of Avalon Road;

Thence North 00 deg. 05' 10" West, along the center line of said Avalon Road 235 feet to a point of curve;

Thence North 89 deg. 54' 50" East, 20 feet to the Easterly line of said Avalon Road, 40 feet wide;

Thence Northerly along said Easterly line of Avalon Road on a curved line deflecting to the left 5.65 feet; said curved line having a radius of 379.46 feet and a chord which bears North 00 deg. 30' 50" West, 5.65 feet;

Thence continuing along the Easterly line of said Avalon Road on a curved line deflecting to the left 35 feet, said curved line having a radius of 379.46 feet and a chord which bears North 03 deg. 35' 10" West, 35 feet;

Thence continuing Northerly along the Easterly line of said Avalon Road on a curved line deflecting to the left 35 feet to the principal place of beginning; said curved line having a radius of 379.46 feet and a chord which bears North 08 deg. 52' 10" West, 35 feet;

Thence North 86 deg. 36' 30" East, 81.28 feet;

Thence North 04 deg. 36' 10" West, 37 feet;

Thence South 84 deg. 51' 00" West, 87.08 feet to the Easterly line of said Avalon Road, 40 feet wide;

Thence Southerly along the Easterly line of said Avalon Road on a curved line deflecting to the right 35 feet to the principal place of beginning; said curve line having a radius of 379.46 feet and a chord which bears South 14 deg. 09' 10" East, 35 feet; said premises being Sub-lot No. 42 (contains 0.069 Acres) of the West Shore Realty Company's proposed Sandy Beach Subdivision, according to survey made by W.E. Holland Engineering Company of Cleveland, Ohio, be the same more or less, but subject to all legal highways.

**PARCEL 5 (PPN 04-00-006-103-018):**

**TRACT 1:**

Situated in the City of Avon Lake, County of Lorain, and State of Ohio:

And known as being part of original Avon Township Section No. 6, and bounded and described as follows;

Beginning at the intersection of the center line of Moore Road, so-called and the center line of Lake Road, so-called;

Thence due North, along said center line of Moore Road, 35.71 feet;

Thence due West, 30 feet to the Westerly line of said Moore Road;

Thence due North along the Westerly side of Moore Road, 199.79 to the principal place of beginning of land herein described;

Thence continuing due North, along the Westerly side of Moore Road, 17.5 feet;

Thence South 87 deg. 21' 40" West, 87.68 feet;

Thence South 4 deg. 36' 10" East, 15.53 feet;

Thence Easterly to the principal place of beginning, according to a survey by the Holland Engineering Company of Cleveland, Ohio, dated December, 1919, and being further known as being the Northerly half from front to rear, of Sublot No. 30 of Sandy Beach Subdivision, proposed, be the same more or less.

TRACT 2:

Situated in the City of Avon Lake, County of Lorain, and State of Ohio:

And known as being part of Original Avon Township Section No. 6, and bounded and described as follows:

Beginning at the intersection of the center line of Moore Road, so-called and the center line of Lake Road, so-called;

Thence due North, along said center line of Moore Road, 35.71 feet;

Thence due West, 30 feet to the Westerly line of said Moore Road;

Thence due North along the Westerly side of Moore Road, a distance of 217.29 feet to the principal place of beginning of land herein described;

Thence continuing Northerly along said Westerly line of Moore Road a distance of 35 feet;

Thence South 84 deg. 51' 00" West, a distance of 90 feet;

Thence South 4 deg. 36' 10" East, a distance of 31.06 feet;

Thence North 87 deg. 21' 40" East, a distance of 87.68 feet to the principal place of beginning, being further known as Sublot No. 29 in the proposed Sandy Beach Allotment of part said Original Section No. 6, according to a map of survey by the Holland Engineering Company dated December, 1919, be the same more or less, but subject to all legal highways

**Exhibit B**  
**Personal Property**

[See attached.]