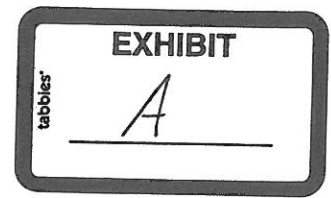


14-211



**COUNTY OF SUMMIT  
1040 E. TALLMADGE CONDOMINIUM OWNERS' ASSOCIATION  
DEVELOPMENT FINANCE AUTHORITY OF SUMMIT COUNTY  
CMD TALLMADGE LLC  
TERM SHEET  
FOR  
THE PURCHASE AND SALE  
OF  
VACANT LAND AT 1030 AND 1038 E. TALLMADE AVE, AKRON, OH**

**Purpose:**

The purpose of this Term Sheet ("Term Sheet") is to provide the framework of a transaction whereby the County of Summit ("County") will sell, and the Development Finance Authority of Summit County ("DFA") will purchase, certain vacant real property located at 1038 and 1040 E. Tallmadge Ave., Akron, OH 44310, and the DFA will subsequently sell the same to CMD Tallmadge, LLC ("CMD"). This Term Sheet is an indication of the good faith intent of the parties to negotiate the terms of simultaneous purchase and sale agreements on the following terms.

**Property Description and  
Transfers:**

County Property – County is the current owner of record of the County Property, which is approximately .66 acres of vacant land located at 1038 E. Tallmadge Ave., Akron, OH 44310. The County Property is identified in the Summit County Records as parcel number 67-51978 (This Property will be identified throughout as "County Property").

Condo Property – 1040 E. Tallmadge Condominium Owners' Association ("Condo Association") is the owner of record of Condo Property, which is .32057 acres of vacant land immediately adjacent to the South of the County Property. The Condo Property is currently part of the real property owned by Condo Association that serves as the common area for the Condo Association's members' condo units, with an address of 1030 E. Tallmadge Ave., Akron, OH 44310 and identified in the Summit County Records as parcel number 67-62681. (This Property will be identified throughout as "Condo Property").

Combined Property- The Combined Property is the parcel of vacant land, approximately 0.98057 acres, that will result from the combination of the County Property and Condo Property, as set forth herein. (This Property will be identified throughout as "Combined Property").

An aerial depiction of the County Property, Condo Property and Combined Property is attached hereto as Exhibit A.

Condo Association will first take the necessary steps to remove the Condo Property from the Condo Declaration, as set forth below, and shall sell the same to the County pursuant to a real estate sales agreement. Upon the transfer of ownership, the County shall combine the Condo Property and the County Property, thereby creating the Combined Property. The County will then subsequently sell the Combined Property to the DFA, pursuant to a real estate sales agreement, and DFA will concurrently sell the Combined Property to CMD.

**Estimated Closing:**

Final Closing of the sale of the Combined Property from the County to DFA and DFA to CMB is anticipated to be June 30, 2014. However, this date may change based on the lot combination process necessary to combine the County Property and Condo Property into the Combined Property.

**Purchase Price:**

The Combined Property has been appraised at the value of \$72,600.00 as of January 1, 2013. County will sell the Combined Property to DFA for the purchase price of \$72,600.00. Prior to the closing of the sale of the Combined Property, CMD shall provide the sum of \$72,600.00, to the DFA who will then remit the same to County at the Closing. Following receipt of the same, County shall retain the amount of \$51,700.00 and shall remit the amount of \$20,900.00 to the Condo Association.

The real estate sales agreement between Condo Association and County for the Condo Property, which will precede the sale of the Combined Property, will provide that the purchase price is \$20,900.00, payable upon the receipt of the funds from the DFA for the sale of the Combined Property. If, for any reason, the sale of the Condo Property to the County is closed and the property transfers, but the subsequent sale and transfer of the Combined Property does not occur, County and Condo Association will take all necessary steps to return ownership of the Condo Property to the Condo Association.

**Inspection Period:**

Following execution of the purchase agreements and pending the closing, County and Condo Association shall give DFA and CMD, and their agents, access to the County Property and Condo Property to permit DFA and CMD or their agents to survey and examine the same. DFA and CMD agree that their entry will be done in such a manner to avoid any damage. CMD will indemnify County and Condo Association from any loss resulting from its entry upon the County Property and Condo Property.

DFA and CMD will have 30 days from the date of the execution of the purchase agreement to perform all inspections of the County Property and Condo Property. County and Condo Association will

fully cooperate with DFA and CMD in providing any and all information available regarding the development potential of the Property.

**Easement:**

Condo Association will grant, through an easement, the right for CMD, and its successors, as the owner of the Combined Property, together with its tenants, licenses and invitees, to ingress and egress over the common area of the 1040 E. Tallmadge Condominium to the Combined Property and for parking associated with the use of the Combined Property. The Easement will further provide that the owner of the 1040 E. Tallmadge Condominium common area will have the obligation to keep the driveway to Tallmadge Ave. repaired, maintained and plowed (except for plowing on Sundays).

**Removal of Condo Property  
from 1040 E. Tallmadge  
Condominium:**

Condo Association and County will take all steps necessary to remove the Condo Property from the Condo Declaration and to effectuate the lot split necessary and combination necessary to split the Condo Property from the balance of the Condo and to combine the same with the County Property. The parties understand that to do so it will be necessary to survey the common area of the Condo, to amend and file an amended Condo Declaration removing the Condo Property from the Condo, and to file and obtain approval for said lot split and combination with the City of Akron. To remove the Condo Property from the Condo, it will also require that the mortgage holders on the condominium unit owned by Summit Workforce Solutions, Inc. consent to the release of the mortgages. The mortgage holders that must consent to the release are the County and US Bank, as trustee for certain bond holders. County will be the party primarily representing the 1040 E. Tallmadge Condominium Owner's Association during this process, as the manager for the same, and County will act upon the unanimous approval of all unit owners of the 1040 E. Tallmadge Condominium Owner's Association, consisting entirely of County and Summit Workforce Solutions, Inc.

**Responsibility for Selection of  
Service Providers and  
Payment of Costs:**

CMD will have authority and discretion to select any vendor necessary to accomplish the aforementioned survey and lot split of the Condo and the lot combination. CMD is entitled to obtain a title commitment and environmental assessment of the property. CMD will be responsible for paying the costs associated with the survey, lot split, the lot combination, any other costs necessary to assemble the County Property and Condo Property and the title commitment and environmental assessment.

Upon the closing of the sale of the Combined Property, CMD will pay to DFA the sum of \$3,000.00 as its fee to facilitate this transaction, and an amount not to exceed \$4,500.00 toward DFA's legal fees incurred for this transaction.

In order for USBank to consent to the split of the Condo Property from the Condo Declaration, USBank will require a processing fee of \$500.00, and will require an opinion from bond counsel, which will not exceed a cost of \$2,500.00. CMD will be responsible for the payment of both USBank's processing fee and bond counsel fee.

CMD will pay all other closing costs pertaining to the transaction, including, but not limited to, recording of the deeds and any transfer taxes and conveyances fees, provided, however, that the parties believe the transfer to be exempt from the transfer taxes under Ohio law.

County will be responsible for its legal fees.

**Deed Restriction:**

The deed transferring the combined Property from the DFA to CMD will contain the following deed restriction: "The property may not be used as an adult bookstore, nightclub or discotheque, massage parlor, or any other establishment which provides live adult entertainment of which sells, rents or exhibits pornographic or obscene materials, a blood bank, an abortion clinic, a bingo parlor, off track betting business (except that the sale of state lottery tickets is not prohibited or restricted), an adult or nude dance club or similar facility, carnival, a flea market, pawn shop, a drive-through business selling alcohol for consumption off premises or a store selling firearms or ammunition."

**General:**

This Term Sheet is not intended to be binding to the parties and nothing contained herein shall be binding unless and until incorporated into formal agreements and agreed to by the parties in writing.

Prior to executing this Term Sheet, the Summit County Executive has submitted the same to Summit County Council, which has authorized his execution of the Term Sheet and the further execution of the purchase agreements and any other documents necessary to consummate the transactions outlined in this term sheet upon terms consistent with those set forth herein.

Prior to executing this Term Sheet, the President of DFA has submitted the same to the DFA Board of Directors, which has authorized his execution of the Term Sheet and the further

execution of the purchase agreements and any other documents necessary to consummate the transactions outlined in this term sheet upon terms consistent with those set forth herein.

Prior to executing this Term Sheet, the County, as the manager of the 1040 E. Tallmadge Condominium, has submitted the same to the Board of Directors of the 1040 E. Tallmadge Condominium Association, which has unanimously authorized the amendment and restatement removing the Condo Property from the Condo and the subsequent lot split and combination, its execution of the purchase agreements and any other documents necessary to consummate the transactions outlined in this term sheet upon terms consistent with those set forth herein.

Signature Page to Follow

CMD TALLMADGE LLC.

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

DEVELOPMENT FINANCE AUHTORITY  
OF SUMMIT COUNTY

\_\_\_\_\_  
Chris Burnham, President Date

COUNTY OF SUMMIT, OHIO

\_\_\_\_\_  
Russell M. Pry, Executive Date

1040 E. TALLMADGE CONDOMINIMUM OWNER'S  
ASSOCIATION

\_\_\_\_\_  
Russell M. Pry, Executive on behalf of Date  
County of Summit, Manager