

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 158

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE STRONGSVILLE CHAMBER OF COMMERCE FOR PREMISES LOCATED AT 18829 ROYALTON ROAD, STRONGSVILLE, OHIO, WITHOUT COMPETITIVE BIDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville, owner of certain premises located at 18829 Royalton Road (“premises”), has leased such premises for some years to the Strongsville Chamber of Commerce, a civic and non-profit organization, as Tenant; and

WHEREAS, by and through Ordinance No. 2017-011, this Council authorized the Mayor to exercise an option to renew and extend the current Lease Agreement for one (1) year through December 31, 2017; and

WHEREAS, therefore, both parties are now desirous of renewing their lease arrangement for an additional fixed term of five (5) years from January 1, 2018 through December 31, 2022; and

WHEREAS, it would be in the best interest of the City to enter into a new Lease Agreement consistent with Chapter 264 of the Codified Ordinances for the premises which are not otherwise needed for municipal public use.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO BY TWO-THIRDS VOTE OF ITS MEMBERS:

Section 1. That this Council hereby finds and determines that the premises located at 18829 Royalton Road, Strongsville, Ohio, are not needed for municipal public use, and accordingly authorizes and directs the Mayor to enter into a new five (5) year Lease Agreement without competitive bids, with the Strongsville Chamber of Commerce, a civic and non-profit organization, substantially in accordance with the terms and conditions set forth in the Lease Agreement attached hereto and designated Exhibit “1”, and as relates to the premises reflected by the legal description which is a part of said Agreement.

Section 2. 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, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is in the best interest of the City to enter into a new Lease Agreement with the Chamber of Commerce for premises owned by the City and which are not otherwise needed for municipal purposes. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

Richard M. Deane
 President of Council

Approved: Thomas B. Brewer
 Mayor

Date Passed: September 5, 2017

Date Approved: September 6, 2017

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	_____
Daymut	<u>✓</u>	_____
DeMio	<u>✓</u>	_____
Dooner	<u>✓</u>	_____
Schonhut	<u>✓</u>	_____
Short	<u>✓</u>	_____
Southworth	<u>✓</u>	_____

Attest: Jimmi Pientka
 Clerk of Council

ORD. No. 2017-158 Amended: _____
 1st Rdg. 09-05-17 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: 09-05-17 Defeated: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of _____, 2017 by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and organized and existing pursuant to law (hereinafter called "City") and **STRONGSVILLE CHAMBER OF COMMERCE**, located at 18829 Royalton Road, Strongsville, Ohio 44136, an Ohio nonprofit corporation, (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, the City is the owner of certain premises located at 18829 Royalton Road, in the City of Strongsville, hereinafter referred to as "premises"; and

WHEREAS, the City has leased the premises to the Tenant for some years; and

WHEREAS, the Tenant has previously undertaken certain repairs and capital improvements exceeding \$50,000.00 to the roof and other components of the structure and the premises as part of its lease obligation for making structural repairs and maintenance; and

WHEREAS, as a consequence, both parties are desirous of renewing their lease arrangement for an additional fixed term of five (5) years;

NOW, THEREFORE, in consideration of the premises, covenants, payments and agreements by each of the parties hereto, the City and Tenant do hereby mutually agree as follows:

1. DESCRIPTION AND LEASE OF PREMISES

The City hereby leases to Tenant, and Tenant hereby leases from City, the premises situated at 18829 Royalton Road, in the City of Strongsville, County of Cuyahoga, and State of Ohio. A legal description of the property containing such premises is attached hereto as Exhibit "A" and made a part hereof.

2. TERM

2.1 Original Term

The term of this Lease shall be five (5) years, commencing on January 1, 2018 and ending at midnight December 31, 2022.

2.2 Holding Over

If Tenant holds over in possession of the Premises after the expiration date of the original term of this Lease, and no new lease is executed, the City shall have the option of (i) renewing this Lease for an additional term of one (1) year, or (ii) considering Tenant a month-to-month tenant, in either event under the same conditions, other than term, as are provided in this Lease and then in effect, including rent. The City may exercise its option to renew this Lease as provided above by giving Tenant

notice thereof as provided in this Lease within thirty (30) days after commencement of Tenant's holding over in possession. If the City fails to give such notice within the time provided therefore, a month-to-month tenancy shall be deemed to have been created.

2.3 Negotiation of Possible Renewal

At Tenant's request, the parties will utilize good faith efforts to attempt to negotiate a mutually acceptable future renewal of this Lease Agreement.

3. TERMINATION

3.1 Cancellation by the Tenant

The Tenant shall have the right, upon thirty (30) days prior written notice to the City, to cancel this Agreement in its entirety upon or after the happening of any of the following events; such notice to be given within six (6) months after the Tenant first has knowledge of the happening of the event:

- A. The default of the City in the performance of any of the terms, covenants, or conditions to be fulfilled by it under this Lease and the failure of the City to commence cure of such default within a period of thirty (30) days following receipt by the City of written demand from the Tenant to do so, or
- B. The inability of the Tenant to conduct its business on the premises in substantially the same manner and to the same extent as theretofore conducted, for a period of at least thirty (30) days, because of: (i) any law, or (ii) rule, order, regulation or other action or non-action of any governmental authority, board, agency, court, or officer, or (iii) fire, earthquake, or other casualty or act of God or any cause not due to the fault of the Tenant and beyond its control.

3.2 Cancellation by the City

The City shall have the right upon thirty (30) days prior written notice to the Tenant, to cancel this Agreement in its entirety, upon or after the happening of any of the following events; such notice to be given within six (6) months after the City first has knowledge of the happening of the event:

- (a) If the Tenant shall voluntarily abandon or discontinue the conduct of its business on the premises for a continuous period of thirty (30) days; or
- (b) If the Tenant shall default in fulfilling any of the terms, covenants, or conditions to be fulfilled by it under this Lease and shall fail to remedy said default within thirty (30) days following receipt by the Tenant of written demand from the City to do so; or
- (c) If the Council of the City shall determine by ordinance or resolution adopted in compliance with the laws of Ohio and the Charter and ordinances of the City of Strongsville, that the premises are

otherwise needed for public or municipal use, and in which event, the City shall provide at least six (6) months prior written notice to Tenant, notwithstanding the above.

In the event of the cancellation by either party to this Agreement, the Tenant shall quit and surrender the premises and the City may re-enter and repossess the premises on the effective date of cancellation, without further requirement of notice. In the alternative or in addition to the remedies specifically provided herein, the parties may pursue any remedy permitted by law for the enforcement of any of the provisions of this Lease.

4. RENT

4.1 Basic Rent

Tenant agrees to pay to the City as rental for the original term of this Lease the sum of Fifteen Hundred Dollars (\$1,500.00), payable at the rate of Three Hundred Dollars (\$300.00) per year in advance on the first day of each year. Time is of the essence as to the due date of the payments. If the Lease is terminated, any sums paid in advance shall be prorated through the date of termination, and any remaining rentals paid for periods after the date of termination shall be refunded to the Tenant. All past due rentals shall be paid in full before this Lease becomes effective.

4.2 Effect of Increase in the Owner's Insurance Premiums

(a) If the City's expense for insurance premiums relating to the Premises is increased over that for the period immediately prior to the commencement of the original term of this Lease by reason of Tenant's use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Lease by the amount of such increase in premiums over the premium paid by the City immediately prior to the entry of Tenant into possession of the Premises.

(b) Upon receipt of each premium notice, the City shall prepare and render to Tenant a statement for the amount of additional rent to be paid to the City hereunder. Such amount shall be payable within fifteen (15) days after such statement shall have been rendered.

4.3 Method of Payment

All rent payments shall be made payable to the City of Strongsville, and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Director of Finance, unless the City shall direct otherwise by notice to Tenant.

5. POSSESSION

Tenant already has possession of the Premises, and will be in possession of the Premises on the commencement date of the Original Term.

6. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

6.1 Condition of Premises at Commencement of Term

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Lease, and has promised no repairs or alterations thereto.

6.2 Required Repairs and Maintenance by Tenant

- (a) The Tenant shall have sole responsibility to maintain and keep the premises in good condition and repair, and agrees at its sole expense to properly make such repairs to the structural, electrical and mechanical systems of the structure on the premises.
- (b) Tenant also shall have sole responsibility, at its expense, to repair and maintain all driveways, sidewalks, parking areas or other paved areas servicing the Premises. Tenant shall further, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of snow, ice, water, rubbish, dirt and other natural or artificial accumulations.
- (c) Tenant shall perform such repairs and maintenance thereon as may be necessary to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

6.3 Condition of Premises at Termination of Lease

- (a) Upon the expiration or other termination of this Lease, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Lease, reasonable wear and tear excepted.
- (b) All improvements constructed or installed on the Premises by Tenant shall become the property of the City. Tenant may be required to remove any or all improvements installed on the Premises upon the termination of this Lease, and shall repair to the City's satisfaction or reimburse the City for any damage resulting from such removal. All improvements affixed to the Premises with the intention to make them permanent installations, whether installed by Tenant or by the City, shall be the sole property of the City, and Tenant shall have no right to remove same.

7. UTILITIES

Tenant shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, including but not limited to connection charges and meter costs, if any. Wherever possible, Tenant shall make all payments directly to the

provider of the services; otherwise, Tenant shall promptly reimburse the City for all payments made directly by the City to the providers of such services.

8. TAXES

The Tenant shall pay all lawful taxes, assessments and charges of like nature, if any, which, during the term of this Lease may be levied or become a lien by virtue of levy, assessment or charge of any governmental entity upon or in respect to the premises, or any improvements thereon, unless exempted by the tax or assessment levying body, including but not limited to any real estate taxes or assessments.

9. INSURANCE

9.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or lease any part of the Premises, complete comprehensive liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. A copy or copies of said policy or policies, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance. The foregoing policies shall contain a special provision which establishes that the insurance company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy, written notice of the action to be taken will be mailed to the City of Strongsville. The Tenant shall possess sufficient workers' compensation coverage for any employees.

9.2 Fire, Extended Coverage and Similar Coverages

If insurance coverage of all or any part of the Premises against loss or damage by fire, lightning, such perils as are at this time comprehended within the term "Extended Coverage," vandalism, malicious mischief, boiler and risk form, such perils as are included in the "Superior Form" of policy as issued by the Factory Insurance Association, Improved Risk Mutual, or similar organization, war risk, floods, earthquakes, rent insurance, etc., should be desired by the City, such insurance shall be provided and maintained at the sole responsibility and expense of Tenant. If such additional insurance coverage is required by the City, Tenant will be notified consistent with Section 17 of this Lease, and such as may be necessary to protect the improvements in the Premises.

10. USE

10.1 General

- (a) Tenant shall occupy and use the Premises to operate and conduct the business of the Strongsville Chamber of Commerce, and in

furtherance thereof to establish offices and conduct meetings of its committees, boards, offices and membership, and for no other purpose, and in a careful, safe and proper manner and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

- (b) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10) days following such notice to correct such violations. Failure by Tenant to so act within such ten (10) day period shall constitute a default for the purpose of this Lease.
- (c) All excise taxes, license fees, real estate taxes, if any, and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

10.2 Alterations and Improvements

- (a) Upon obtaining the City's prior written consent, Tenant may, at its expense, make such alterations and improvements to the Premises as shall be necessary for its use of the Premises consistent with the Lease, provided that no such alterations will materially decrease the value or marketability of the Premises. The City may withhold such consent, if (i) the proposed alterations or additions materially decrease the value or marketability of the Premises, (ii) the proposed alterations or additions, in the view of the City, interfere with its future plans for the Premises, (iii) Tenant fails to provide the City with reasonably sufficient drawings and specifications of work to be done and materials to be used, (iv) Tenant fails to provide the City with sufficient security to assure that proper insurance and workers' compensation coverage are in effect during the performance of any work and that the work will be completed free of liens against the Premises, and (v) the proposed alterations and additions are not approved by the City Planning Commission. Such alterations and improvements shall be done in a good, workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations.
- (b) The City at its sole expense may make such alterations and additions affecting the Premises as it might desire provided that the

same shall not materially impair Tenant's use of the Premises consistent with this Lease.

11. DEFAULT

11.1 Events Constituting Default

For the purpose of this Lease, "default" shall mean any of the following events: (a) Abandonment of the Premises by Tenant, or (b) Failure by Tenant to pay any installment of rent or other money obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) Failure by Tenant to perform or observe any other covenant or agreement under this Lease, which failure shall continue uncured for a period of thirty (30) days after delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

11.2 Effect of Default

In the event of default, the City may at its option (a) terminate this lease, or, without terminating this Lease, terminate Tenant's right to possession of the Premises under this Lease, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom, and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Lease, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Lease be equivalent to the City's exercise of its right to re-enter the Premises.

11.3 Waiver of Default

No waiver of any condition or covenant of this Lease by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant or as justification or authorization for the breach or any other covenant or condition of this Lease, nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Lease be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Lease on account of such default or as an estoppel against the City or be construed as an amendment to this Lease or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

12. MECHANICS' LIENS

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or material furnished or

claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Lease. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City so to do, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall indemnify and defend the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

13. QUIET ENJOYMENT

Upon Tenant's paying the rent and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Lease without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water, or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

14. RIGHT OF ENTRY

The City, its agents and employees shall have the right, at all reasonable times during the term of this Lease, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises.

15. INDEMNITY

Tenant will indemnify, hold harmless and defend the City, its agents, employees, individual officials, and officers from any and all claims, liabilities, demands, costs, damage or loss to persons (including loss of life) or property which may arise from the Tenant's use of the Premises or from the conduct or management of or from any work or thing done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom brought against the City.

16. ASSIGNMENT, SUBLEASE OR CHANGE OF ORGANIZATION

16.1 Assignment and Sublease

Tenant shall not assign, transfer, convey, or dispose of this Lease or any of its benefits or burdens under this Lease, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent appropriately authorized by law. The City may, in its discretion, withhold such consent.

16.2 Change of Organization of Tenant

Tenant shall not terminate its existence, materially change its form of organization or its status under law, or permit the transfer of all, or substantially all of its assets without first having obtained the City's consent. The City shall not unreasonably withhold such consent.

17. NOTICES

All notices to the City shall be sent to:

The City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor

With a copy to the Law Director

All notices to Tenant shall be sent to:

The Strongsville Chamber of Commerce
18829 Royalton Road
Strongsville, Ohio 44136

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

18. PARTIES BOUND AND BENEFITTED

This Lease shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Lease shall be construed to include the corporations named herein as City and Tenant, respectively, and their respective successors and permitted assigns.

This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Lease.

19. NONDISCRIMINATION

Tenant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment or otherwise in connection with its activities because of race, color, religion, creed, gender, national origin, sexual preference, or disability.

20. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Tenant.

21. ONLY AGREEMENT

This instrument contains the entire and only agreement between the parties concerning this subject matter, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties.

22. CAPTIONS

The captions used as headings for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease nor to be used in determining the intent of the parties to this Lease.

23. GOVERNING LAW

The validity and construction of this Lease shall be governed by the law of the State of Ohio, where the Premises are located.

24. COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the City and Tenant have caused this Lease to be executed by their duly authorized officers as of the day and year first above written.

Witnesses:

Nancy M. Schorki
Jim Pientka

"CITY"
CITY OF STRONGSVILLE

By: Thomas P. Perciak
Thomas P. Perciak
Its: Mayor

the foregoing instrument and that the same is the free act and deed of said non-profit corporation and is his/her free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 3rd day of August, 2017.

[Faint, illegible text]

Rosalee M. Hetzel
Notary Public



ROSALEE M. HETZEL, Notary Public
State of Ohio
County of Cuyahoga
My Commission Expires July 12, 2022

EXHIBIT "A"

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township, Lot No. 55, bounded and described as follows:

Beginning at a point in the center line of Pearl Road (formerly Wooster Pike) distant 30' easterly at right angles from an iron monument in the center line of Westwood Road (formerly Depot Road);

Thence southerly measured along the center line of Pearl Road 376.691' to a point in the southerly line of center common;

Thence north $88^{\circ} 50' 00''$ east along the southerly line of Center Common 183.00' to an iron pin, which point is the principal place of beginning;

Thence continuing easterly along the southerly line of Center Common 100.57' to an iron monument;

Front
Thence South 115.90' parallel with the center line of Pearl Road to an iron monument;

Thence north $85^{\circ} 51' 22''$ west 59.60' to an iron monument;

Thence south 15.62' parallel with the center line of Pearl Road to an iron monument;

Thence south $88^{\circ} 50' 00''$ west 41.14' parallel with said southerly line of Center Common to an iron monument, which is the southeasterly corner of premises registered in Arthur Hirt and Hobert Hirt by Certificate of Title Number 77514;

West Deptn
Thence north 126.00' along the easterly line of premises, so registered in said Certificate of Title Number 77514 and parallel with the center line of Pearl Road to the principal place of beginning, be the same more or less, and subject to all legal highways.

0.2348

