

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2009 -206

By: Mayor Perciak and Mr. Haseley

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR A FEE SIMPLE INTEREST AND A TEMPORARY WORK EASEMENT FOR REAL PROPERTY LOCATED AT 16271 PEARL ROAD IN CONNECTION WITH THE PEARL ROAD WIDENING PROJECT, AND DECLARING AN EMERGENCY. [Bishop of the Diocese of Cleveland]**

WHEREAS, the City deems it to be in the best interest to purchase a portion of a parcel of property and a temporary work easement, all located at 16271 Pearl Road, being part of Permanent Parcel Nos. 397-09-001, 397-02-007 and 397-02-008, in order to improve a section of Pearl Road; and

WHEREAS, the City has had the subject property interests appraised in the amount of \$50,590.00, which appraisal was required by the City for the Pearl Road (U.S. 42) Widening Project; and

WHEREAS, the property owners have requested additional monies beyond the appraised value for the subject property; and

WHEREAS, after negotiations, the City has agreed to pay and the property owner has agreed to accept the total amount of \$55,000.00 for the subject property, including a fee simple interest and a temporary work easement, which is \$4,410.00 above the appraised value, and for which the Ohio Department of Transportation has been notified;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That this Council hereby finds and determines that the negotiated price of \$55,000.00 is a fair and reasonable amount to pay to the property owner for the acquisition of its property interests more fully described in the Exhibits attached to Exhibit 1, a copy of which is attached hereto and made a part hereof by reference; and this Council further finds and determines that it is in the public interest to pay such amount for the subject property interests in order to conserve public funds and proceed with the Pearl Road (U.S. 42) Widening Project without further delay.

**Section 2.** That accordingly the Council hereby authorizes the Mayor to enter into a Contract for Sale and Purchase of Real Property for the acquisition in fee simple of a portion of the property located at 16271 Pearl Road and further identified as part of Permanent Parcel Nos. 397-09-001, 397-02-007 and 397-02-008, including a

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2009 – 206

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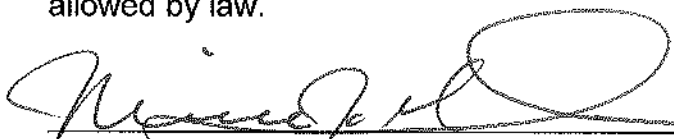
temporary work easement, all as more fully set forth and described in Exhibit 1, attached hereto and incorporated herein by reference, in connection with the Pearl Road Widening Project.

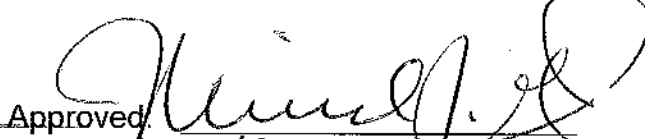
**Section 3.** That, upon receipt of a duly executed Warranty Deed from The Most Reverend Richard G. Lennon (Bishop of the Diocese of Cleveland) conveying said property to the City and evidence of title satisfactory to the Law Director, and an executed Temporary Easement, the Clerk of Council is hereby directed to cause the said Warranty Deed, and other necessary documents to be recorded in the office of the Cuyahoga County Recorder.

**Section 4.** That the Director of Finance be and is hereby authorized and directed to pay to The Most Reverend Richard G. Lennon (Bishop of the Diocese of Cleveland), the amount of \$55,000.00 in accordance with the terms and conditions set forth in Exhibit 1. Said funds have been appropriated and shall be paid from the Pearl Road Capital Improvement Fund, and any other Federal, State or local funds made available for the Project.

**Section 5.** 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.

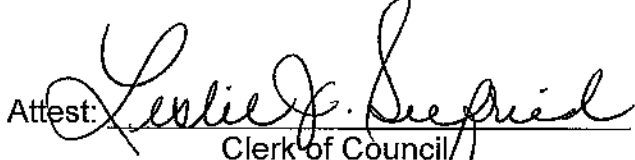
**Section 6.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid property interests in order to make improvements to a portion of Pearl Road, to ensure safety in movement of vehicles and traffic within the City, and to conserve public funds. 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; otherwise from and after the earliest period allowed by law.

  
\_\_\_\_\_  
President of Council

Approved:   
\_\_\_\_\_  
ACTING Mayor

Date Passed: October 15, 2009

Date Approved: Oct. 6, 2009

Attest:   
\_\_\_\_\_  
Clerk of Council

ORD. No. 2009-206 Removed: \_\_\_\_\_  
1st Rdg. 10-5-09 Ref: \_\_\_\_\_  
2nd Rdg. Suspended Ref: \_\_\_\_\_  
3rd Rdg. Suspended Ref: \_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: 10-5-09 Defeated: \_\_\_\_\_

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY**  
WITHOUT BUILDING(S)  
**16271 Pearl Road, Strongsville, Ohio 44136**

Permanent Parcel No.  
397-09-001, 397-02-007, 397-02-008

PARCEL: 42 WD, T  
CUY-42.0.90 -- Pearl Road Widening Project

This Agreement is by and between the City of Strongsville [hereinafter "Purchaser"] and The Most Reverend Richard G. Lennon (Bishop of the Diocese of Cleveland) [hereinafter "Seller"].

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$55,000.00, which sum shall constitute the entire amount of compensation due Seller for: (a) for a fee simple interest in the real property to be conveyed (see attached Exhibit "A") including all fixtures and improvements; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) a temporary easement which is attached hereto as Exhibit "B".

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest; and for all other real estate taxes and assessments that are a lien as of the Closing Date. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or the Closing Date, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the County Auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller, and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements and appurtenances now located thereon and all fixtures of every nature now attached to or used with said property and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

The sale and conveyance by Seller of the rights, titles, and estates described in Exhibit "A" constituting a fee simple in, to and of the real property shall be by a good and sufficient general warranty deed with, if applicable, full release of dower or curtesy. If the conveyance by Seller of the rights, titles, and estates described in Exhibit "B" constitute something less than a fee simple interest in the real property, such conveyance shall be by a good and sufficient easement

(temporary or permanent) or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower or curtesy.

**3. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments necessary to vest Purchaser with the rights, titles and interests described in Exhibit "A" and Exhibit "B", and/or necessary for the construction and maintenance of the subject highway project over, across, or upon the property described in Exhibit "A" and Exhibit "B".

**4. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit "A" is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable as set out in the Title Report attached hereto as Exhibit "C".

**5. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the property described in Exhibit "A" in the event that the property interest is of a permanent nature, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

**6. No Change in Character of Property**

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the property described in Exhibit "A" and Exhibit "B" in a manner that would cause the Purchaser additional costs to expand Pearl Road with its appurtenances. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then after discovery or notification of such damage, change, alteration, or destruction, Purchaser at its option, may terminate, cancel, and void this Agreement upon written notice to Seller.

**7. Closing Date**

Prior to acceptance by the Purchaser, the execution of this Contract by the Seller shall constitute an offer to sell which shall continue for a period of sixty (60) days from the date of such execution and delivery to Purchaser (the Acceptance Period). Upon acceptance of this Contract by the Purchaser within the Acceptance Period, it shall constitute a valid and binding Contract of Sale and Purchase. However, this Contract is specifically contingent upon all of the following: (A) approval of the transaction and all of the terms and conditions contained in this Contract by the Council of the City of Strongsville by Ordinance approving and authorizing this Contract; and (B) approval of the Ordinance by the Mayor's signature thereon. Should Council fail to pass or the Mayor fail to approve this Contract within sixty (60) days from the date of its

execution by the Seller(s), this Contract shall be null and void and neither Seller(s) nor Purchaser shall have any further obligation to the other hereunder. Seller(s) acknowledge that they are bound by this Contract upon their signature hereon and may not revoke their obligations hereunder during the sixty (60) day acceptance period by Purchaser.

Seller agrees that the Purchaser may, by written notice delivered to Seller, designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this Contract, which shall be made at a time and place agreed upon between the parties, but no later than seven (7) days after acceptance by Purchaser. Seller shall deposit a general warranty deed into escrow no later than three (3) business days prior to the Closing Date.

At the Closing, Seller shall pay or be charged with the following costs and expenses in connection with this transaction:

- a) One-half (½) of the escrow fee;
- b) There will be no conveyance fee since the Purchaser is a government agency;
- c) Seller's pro rata share of all items to be prorated in escrow; and
- d) Expenses in connection with discharging any mortgage or liens encumbering the Property.

At the Closing, Purchaser shall pay the following costs and expenses in connection with the transaction:

- a) Any premium for a title insurance policy and any endorsement thereto;
- b) The cost of recording the Deed;
- c) One-half (½) of the escrow fee.

**8. Physical Possession of Land and Improvements**

Physical possession of the land and improvements shall be surrendered by Seller not later than the recording of the deed conveying title to the Purchaser and deposit of the Purchase Price with the escrow agent or payment to the Seller.

**9. Control of Property Occupied by Seller's Tenant(s)**

Seller represents that it has no Tenants on the property which is the subject of this Agreement.

**10. Right to Repurchase**

The property conveyed herein is being acquired by Purchaser for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road. Only in the event that the Purchaser decides not to use the property conveyed herein for the above-stated purpose, then the Seller shall have a right under Section 163.211 of the Ohio Revised Code to repurchase the property interest for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Seller declines to repurchase the property; (B) Seller fails to repurchase the property within sixty (60) days after Purchaser offers the property for repurchase; (C) Purchaser grants or transfers the property to any other person or agency; or (D) Five (5) years have passed since the property was

appropriated or acquired by Purchaser.

**11. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**12. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**13. Entire Agreement**

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied, other than herein set forth, shall be binding upon either party.

**14. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, is signed by Seller and Purchaser, and is approved by the Purchaser's City Council in accordance with law.

**15. Notices.**

Any notice, demand, request or other communication required or permitted to be given under this Agreement shall be in writing and delivered in person or sent by (1) United States certified or registered mail, return receipt requested, postage prepaid; (2) via facsimile with verification of successful transmission by the sender; or (3) sent by overnight courier, addressed as follows:

To Seller:

Kevin Burke  
Associate General Counsel  
Diocese of Cleveland Legal Office  
1404 East Ninth Street, Suite 701  
Cleveland, Ohio 44114  
Fax: (216) 781-7732

With a Copy to:

John Patrick, Esq.  
Reminger Co., L.P.A.  
101 Prospect Avenue, West  
1400 Midland Building  
Cleveland, Ohio 44115  
Fax: (216) 687-1841

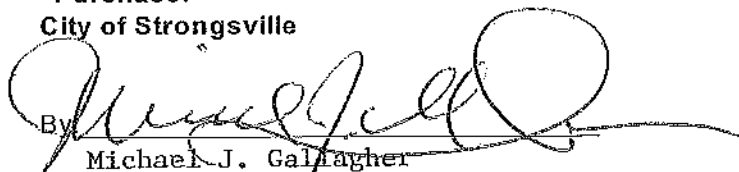
To Purchaser:

City of Strongsville  
Attention: Kenneth A. Kraus, Law Director  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
Fax: (440) 846-1639

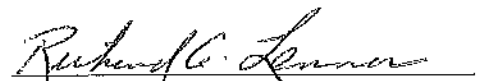
Each party shall have the right to designate other or additional addresses or addresses for the delivery of notices, by giving notice of the same to the other party hereto (such other or additional addresses or addresses being effective from and after the date of receipt of notice of the same by the other party).

IN WITNESS WHEREOF, the parties hereto, City of Strongsville and the Most Reverend Richard G. Lennon, Bishop of the Diocese of Cleveland have executed this Agreement on the date(s) indicated immediately below their respective signatures.

**"Purchaser"**  
City of Strongsville

By   
Michael J. Gallagher  
President of Council  
As Acting Mayor

**"Seller"**

  
Most Reverend Richard G. Lennon  
(Bishop of the Diocese of Cleveland)  
as Successor to Anthony M. Pilla,  
Bishop of the Diocese of Cleveland, and  
as Successor to James A. Hickey,  
Bishop of the Diocese of Cleveland

Date: October 6, 2009

Date: 28 September 2009

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

BE IT REMEMBERED, that on the 28<sup>TH</sup> day of SEPTEMBER, 2009, before me the subscriber, a Notary Public in and for said State and County, personally came the above-named Most Reverend Richard G. Lennon, who signed and acknowledged the signing of the foregoing instrument to be his and the Diocese of Cleveland's voluntary and free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Susan M. Bartel

Notary Public  
My Commission Expires:

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

SUSAN M. BARTEL  
NOTARY PUBLIC - STATE OF OHIO  
Recorded in Cuyahoga County  
My commission expires Dec. 12, 2012

BEFORE ME, a Notary Public in and for said County and State, personally appeared CITY OF STRONGSVILLE, by Thomas P. Perciak, its <sup>acting</sup> Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as an officer thereof and the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 6th day of October, 2009.

Nancy M. Sikorski

Notary Public  
My Commission Expires:

NANCY M. SIKORSKI  
Notary Public of Ohio  
My Commission Exp. 3-14-2014

**CERTIFICATION OF FUNDS**

I, Donald C. Batke, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Contract has been lawfully appropriated for the purpose of the Contract and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

10-6-09  
Date

*Donald C. Batke*  
Director of Finance  
*of Donald C. Batke*

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing Contract this 6<sup>th</sup> day of October, 2009.

*Kenneth A. Kraus*  
Kenneth A. Kraus, Law Director

**EXHIBIT A**

RX 251  
Rev. 10/06

PID  
PARCEL  
CTY-RTE-SEC  
Version Date

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CUY-42-0.90  
11/24/08

**PARCEL 42-WD  
CUY-42-0.90  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE \_\_\_\_\_  
CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

**[Surveyor's description of the premises follows]**

Being a parcel of land lying on the right side of the centerline of right of way of Pearl Road (U.S. 42) made by the City of Strongsville, Ohio recorded in Instrument Number \_\_\_\_\_ of the records of Cuyahoga County Recorder's Plat Records and being located within the following described points in the boundary thereof:

Being a part of Original Strongsville Township Lot 57, the City of Strongsville, Cuyahoga County, State of Ohio and more particularly bounded and described as follows:

Commencing for reference at a iron pin in monument box found at the centerline of right of way of Drake Road at Station 50+00.00, and the centerline of right of way of Pearl Road (U.S. 42) at Station 100+00.00; thence, following the centerline of said Pearl Road (U.S. 42), North 00 degrees 31 minutes 15 seconds West a distance of 2850.00 feet to a point at the Grantor's southwesterly property corner at Station 128+50.00 Pearl Road (U.S. 42) centerline of right of way and the TRUE PLACE OF BEGINNING of the parcel herein described;

1. thence, following the Grantor's westerly property line and Pearl Road (U.S. 42) centerline of right of way, North 00 degrees 31 minutes 15 seconds West a distance of 372.00 feet to a point at the Grantor's northwesterly property corner at Station 132+22.00 Pearl Road (U.S. 42) centerline of right of way;
2. thence, following the Grantor's northerly property line North 88 degrees 19 minutes 25 seconds East a distance of 45.01 feet to an iron pin set at Station 132+22.91, 45.00 feet right of Pearl Road (U.S. 42) centerline of right of way;
3. thence, South 00 degrees 31 minutes 15 seconds East a distance of 372.00 feet to an iron pin set on the Grantor's southerly property line at Station 128+50.91, 45.00 feet right of Pearl Road (U.S. 42) centerline of right of way;
4. thence, following the Grantor's southerly property line South 88 degrees 19 minutes 25 seconds West a distance of 45.01 feet to the TRUE PLACE OF BEGINNING and containing 0.384 acres and subject to all legal highways.

Auditor's Number 397-02-007, 397-02-008 and 397-09-001

Gross Take	=	0.384 acre
Present Road Occupies	=	<u>0.282 acre</u>
Net Take	=	0.102 acre

EXHIBIT A

The above described tract is a portion of Auditor's Parcel No. 397-02-007, 397-02-008 and 397-09-001 carried on the tax maps as 0.878 acres (10.711 acres calculated).

Grantor claims title by Volume 85-4168, Page 13 and Volume 14485, Page 365 of the Cuyahoga County Recorder's Office.

The bearings contained herein are based upon Ohio State Plane Coordinates, North Zone.

This legal description was prepared under the supervision of Richard S. Wasosky, P.E., P.S., Registered Surveyor No. 8217, and is based on a survey made by Euthenics, Inc., in July 2008 for the City of Strongsville, Ohio.



*Richard S. Wasosky*  
11/24/08

**EXHIBIT B**

RX 287  
Rev. 08/07

PID  
PARCEL  
CTY-RTE-SEC  
Version Date

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11/24/08

**PARCEL 42-T  
CUY-42-0.90  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY FOR GRADING,  
AND TO CONSTRUCT DRIVEWAYS AND STORM SEWERS  
FOR 24 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right side of the centerline of right of way of Pearl Road (U.S. 42) made by the City of Strongsville, Ohio recorded in Instrument Number \_\_\_\_\_ of the records of Cuyahoga County Recorder's Plat Records and being located within the following described points in the boundary thereof:

Being a part of Original Strongsville Township Lot 57, the City of Strongsville, Cuyahoga County, State of Ohio and more particularly bounded and described as follows:

Beginning at a point on the Grantor's southerly property line at Station 128+50.91, 45.00 feet right of Pearl Road (U.S. 42) centerline of right of way and the TRUE PLACE OF BEGINNING of the parcel herein described;

1. thence, North 00 degrees 31 minutes 15 seconds West a distance of 372.00 feet to a point on the Grantor's northerly property line at Station 132+22.91, 45.00 feet right of Pearl Road (U.S. 42) centerline of right of way;
2. thence, following the Grantor's northerly property line North 88 degrees 19 minutes 25 seconds East a distance of 79.23 feet to a point at Station 132+24.50, 124.22 feet right of Pearl Road (U.S. 42) centerline of right of way;
3. thence, South 07 degrees 36 minutes 34 seconds West a distance of 29.80 feet to a point at Station 131+95.00, 120.00 feet right of Pearl Road (U.S. 42) centerline of right of way;
4. thence, South 89 degrees 28 minutes 45 seconds West a distance of 45.00 feet to a point at Station 131+95.00, 75.00 feet right of Pearl Road (U.S. 42) centerline of right of way;
5. thence, South 00 degrees 31 minutes 15 seconds East a distance of 45.00 feet to a point at Station 131+50.00, 75.00 feet right of Pearl Road (U.S. 42) centerline of right of way;
6. thence, South 89 degrees 28 minutes 45 seconds West a distance of 10.00 feet to a point at Station 131+50.00, 65.00 feet right of Pearl Road (U.S. 42) centerline of right of way;
7. thence, South 00 degrees 31 minutes 15 seconds East a distance of 155.00 feet to a point at Station 129+95.00, 65.00 feet right of Pearl Road (U.S. 42) centerline of right of way;
8. thence, North 89 degrees 28 minutes 45 seconds East a distance of 10.00 feet to a point at Station 129+95.00, 75.00 feet right of Pearl Road (U.S. 42) centerline of right of way;
9. thence, South 00 degrees 31 minutes 15 seconds East a distance of 90.00 feet to a point at Station 129+05.00, 75.00 feet right of Pearl Road (U.S. 42) centerline of right of way;

EXHIBIT B

10. thence, South 89 degrees 28 minutes 45 seconds West a distance of 15.00 feet to a point at Station 129+05.00, 60.00 feet right of Pearl Road (U.S. 42) centerline of right of way;
11. thence, South 00 degrees 31 minutes 15 seconds East a distance of 53.79 feet to a point on the Grantor's southerly property line at Station 128+51.21, 60.00 feet right of Pearl Road (U.S. 42);
12. thence, following the Grantor's southerly property line South 88 degrees 19 minutes 25 seconds West a distance of 15.00 feet to the TRUE PLACE OF BEGINNING and containing 0.233 acres and subject to all legal highways.

Auditor's Number 397-02-007, 397-02-008 and 397-09-001  
Gross Take = 0.233 acre  
Present Road Occupies = 0.000 acre  
Net Take = 0.233 acre

The above described tract is a portion of Auditor's Parcel No. 397-02-007, 397-02-008 and 397-09-001 carried on the tax maps as 0.878 acres (10.711 acres calculated).

Grantor claims title by Volume 85-4168, Page 13 and Volume 14485, Page 365 of the Cuyaboga County Recorder's Office.

The bearings contained herein are based upon Ohio State Plane Coordinates, North Zone.

This legal description was prepared under the supervision of Richard S. Wasosky, P.E., P.S., Registered Surveyor No. 8217, and is based on a survey made by Euthenics, Inc., in July 2008 for the City of Strongsville, Ohio.



*Richard S. Wasosky*  
11/27/08