

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2009 - 207

By: Mayor Perciak and Mr. Haseley

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR A FEE SIMPLE INTEREST AND TEMPORARY WORK EASEMENT FOR REAL PROPERTY LOCATED AT 17578-17980 PEARL ROAD IN CONNECTION WITH THE PEARL ROAD WIDENING PROJECT, AND DECLARING AN EMERGENCY. [Pearl Drake, LLC]

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 on Pearl Road, being part of Permanent Parcel Nos. 394-25-001, 394-25-005 and 394-25-025, in order to improve a section of Pearl Road; and

WHEREAS, the City has had the subject property interests appraised, and the proposed purchase price does not exceed the appraised value;

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 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 17578-17980 Pearl Road and further identified as part of Permanent Parcel Nos. 394-25-001, 394-25-005 and 394-25-025, including a 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 2. That, upon receipt of a duly executed Warranty Deed from Pearl Drake, LLC, an Ohio Limited Liability Company, 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 3. That the Director of Finance be and is hereby authorized and directed to pay to Pearl Drake, LLC, an Ohio Limited Liability Company, the amount of \$48,375.00 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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2009 – 207

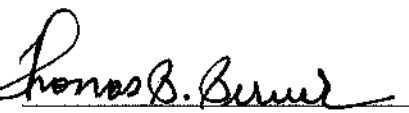
Page 2

Improvement Fund, and any other Federal, State or local funds made available for the Project.

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

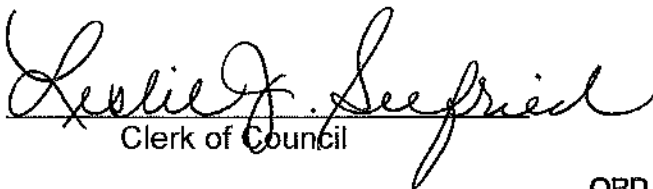
Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid property interests in order to make improvements 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: 
Mayor

Date Passed: October 15, 2009

Date Approved: Oct. 6, 2009

Attest: 
Clerk of Council

ORD. No. 2009-207 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)
**17578-17980 Pearl Road,
Strongsville, Ohio 44136**

Permanent Parcel Nos.

394-25-001

394-25-005

394-25-025

PARCEL: 6 WD, T
CUY-42.0.90 – Pearl Road Widening Project

This Agreement is by and between the City of Strongsville [hereinafter "Purchaser"] and Pearl Drake, LLC, an Ohio Limited Liability Company [hereinafter "Seller"; "Seller" includes all of the foregoing named persons or entities].

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 \$48,375.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed (see attached Exhibit "A") and/or if the take constitutes something less than fee simple for the property required (see attached Exhibit "B") 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.

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 date on which this contract closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, 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 land 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.

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" and Exhibit "B" 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". 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. Upon acceptance of this Contract by the Purchaser within said 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 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 ten days after notification of the Seller by the Purchaser that Purchaser is ready to close. Seller shall deposit a general warranty deed into escrow no later than three (3) days prior to the closing date.

8. Physical Possession of Land and Improvements

Physical possession of the land and improvements shall be surrendered by Seller not later than the date on which payment of the purchase price is tendered by Purchaser.

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

Control of property occupied by Seller's tenant(s), if any, shall be assumed by Purchaser on the date on which payment of the purchase price is tendered by Purchaser; and from that date forward Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenants. If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price was tendered by Purchaser and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

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.

IN WITNESS WHEREOF, the parties hereto, City of Strongsville and Pearl Drake, LLC, an Ohio Limited Liability Company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

"Purchaser"
City of Strongsville

By: Thomas P. Perciak
Mayor Thomas P. Perciak

"Seller"
Pearl Drake, LLC, an Ohio Limited Liability Company

Dave Terry
Pearl Drake, LLC, an Ohio Limited Liability Company, By: Dave Terry
Managing Member

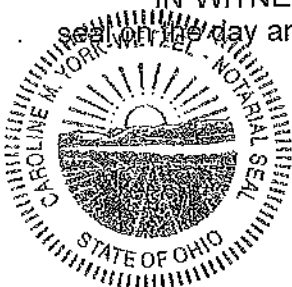
Date: Oct 6, 2009

Date: 9-23-09

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, that on the 29th day of September, 2009, before me the subscriber, a Notary Public in and for said state and county, personally came the above named DAVE T. TERRY, who acknowledged being the duly authorized agent of Pearl Drake, LLC, an Ohio Limited Liability Company, who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said entity.

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



Caroline M. York-Wetzel
Notary Public
My Commission Expires Dec. 23, 2011

Caroline M. YORK-WETZEL, Notary Public
In and for the State of Ohio
My Commission Expires Dec. 23, 2011

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared CITY OF STRONGSVILLE, by Thomas P. Perciak, its 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.

Donna M. Miscik
Notary Public
My Commission Expires:

DONNA M. MISCIK
Notary Public, State of Ohio
My Commission Expires Nov. 16, 2009

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 on behalf of
Director of Finance
Donald C. Batke

CERTIFICATE OF LAW DIRECTOR

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

Kenneth A. Kraus
Kenneth A. Kraus, Law Director

RESOLUTION OF
Pearl Drake LLC, an Ohio Limited Liability Company


WHEREAS, the City of Strongsville desire to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Company, and more particularly described as follows:

PARCEL(S): 6 WD, T
CUY-42-0.90 (Pearl Road)

SEE EXHIBIT A (LEGALS) ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

WHEREAS, the City of Strongsville has offered the sum of \$48,375.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Pearl Drake LLC, an Ohio Limited Liability Company that David T. Terry, Manager/Member shall be, and hereby is, the duly authorized, empowered and acting agent of Pearl Drake LLC, an Ohio Limited Liability Company for the purpose of executing and delivering to the City of Strongsville all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from Pearl Drake LLC, an Ohio Limited Liability Company to the City of Strongsville, for the hereinabove mentioned consideration.



David T. Terry, Manager/Member

I, DAVID T. TERRY, MANAGER MEMBER of Pearl Drake LLC, an Ohio Limited Liability Company, hereby certify that, there was held a meeting of the Board of Directors of said corporation, at which a quorum was present; that this is a true and correct copy of a resolution adopted at said meeting, and that this resolution is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto subscribed my signature on 9/23/09.

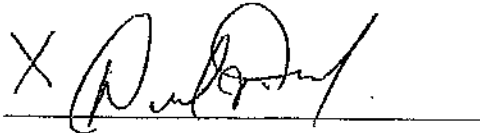


EXHIBIT A

RX 251
Rev. 10/06

PID
PARCEL
CTY-RTB-SEC
Version Date

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6-WD
CUY-42-0.90
11/21/08

**PARCEL 6-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 left 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 59, 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 Drake Road, South 89 degrees 18 minutes 36 seconds West a distance of 318.00 feet to a point at Station 46+82.00; thence South 00 degrees 39 minutes 36 seconds East a distance of 40.00 feet to a point at the Grantor's northwesterly property corner at Station 46+81.98, 40.00 feet right of Drake Road centerline of right of way and the TRUE PLACE OF BEGINNING of the parcel herein described;

1. thence, following the Grantor's northerly property line North 89 degrees 18 minutes 36 seconds East a distance of 268.00 feet to a point at the Grantor's northeasterly property corner at Station 99+59.97, 50.00 feet left of Pearl Road (U.S. 42) centerline of right of way;
2. thence, following the Grantor's easterly property line South 00 degrees 39 minutes 36 seconds East a distance of 17.01 feet to an iron pin set at Station 99+42.97, 50.00 feet left of Pearl Road (U.S. 42) centerline of right of way;
3. thence, along an arc of a curve to the left having a radius of 15.00 feet, an arc length of 23.57 feet, a chord bearing North 45 degrees 40 minutes 30 seconds West, a chord length of 21.22 feet and a delta of 90 degrees 01 minutes 48 seconds to an iron pin set at the curvature tangent at Station 49+34.97, 42.00 feet right of Drake Road centerline of right of way;
4. thence, South 89 degrees 18 minutes 36 seconds West a distance of 252.99 feet to an iron pin set on the Grantor's westerly property line at Station 46+81.98, 42.00 feet right of Drake Road centerline of right of way;
5. thence, following the Grantor's westerly property line North 00 degrees 39 minutes 36 seconds West a distance of 2.00 feet to the TRUE PLACE OF BEGINNING and containing 0.013 acres and subject to all legal highways.

EXHIBIT A

Auditor's Number 394-25-001, 394-25-005 and 394-25-025
Gross Take = 0.013 acre
Present Road Occupies = 0.000 acre
Net Take = 0.013 acre

The above described tract is a portion of Auditor's Parcel No. 394-25-001, 394-25-005 and 394-25-025 carried on the tax maps as 5.093 acres.

Grantor claims title by Instrument(s) 200108170809, 200402180397 and 200403040643 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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80983
6-T
CUY-42-0.90
11/21/08

**PARCEL 6-T
CUY-42-0.90
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY FOR GRADING
AND TO CONSTRUCT DRIVEWAYS
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 left 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 59, the City of Strongsville, Cuyahoga County, State of Ohio and more particularly bounded and described as follows:

Beginning at a point of intersection of the Grantor's southerly property line and the westerly right of way line of Pearl Road (U.S. 42) at Station 93+99.97, 50.00 feet left of 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 southerly property line South 89 degrees 18 minutes 36 seconds West a distance of 20.00 feet to a point at Station 93+99.96, 70.00 feet left of Pearl Road (U.S. 42) centerline of right of way;
2. thence, North 00 degrees 39 minutes 36 seconds West a distance of 195.04 feet to a point at Station 95+95.00, 70.00 feet left of Pearl Road (U.S. 42) centerline of right of way;
3. thence, South 89 degrees 20 minutes 24 seconds West a distance of 15.00 feet to a point at Station 95+95.00, 85.00 feet left of Pearl Road (U.S. 42) centerline of right of way;
4. thence, North 00 degrees 39 minutes 36 seconds West a distance of 55.00 feet to a point at Station 96+50.00, 85.00 feet left of Pearl Road (U.S. 42) centerline of right of way;
5. thence, North 89 degrees 20 minutes 24 seconds East a distance of 8.00 feet to a point at Station 96+50.00, 77.00 feet left of Pearl Road (U.S. 42) centerline of right of way;
6. thence, North 00 degrees 39 minutes 36 seconds West a distance of 280.00 feet to a point at Station 99+30.00, 77.00 feet left of Pearl Road (U.S. 42) centerline of right of way;
7. thence, South 89 degrees 20 minutes 24 seconds West a distance of 16.00 feet to a point at Station 99+30.00, 93.00 feet left of Pearl Road (U.S. 42) centerline of right of way;
8. thence, North 00 degrees 39 minutes 36 seconds West a distance of 14.95 feet to a point at Station 49+06.97, 55.00 feet right of Drake Road (U.S. 42) centerline of right of way;
9. thence, South 89 degrees 18 minutes 36 seconds West a distance of 166.97 feet to a point at Station 47+40.00, 55.00 feet right of Drake Road (U.S. 42) centerline of right of way;

Exhibit B

10. thence, South 00 degrees 41 minutes 24 seconds East a distance of 5.00 feet to a point at Station 47+40.00, 60.00 feet right of Drake Road (U.S. 42) centerline of right of way;
11. thence, South 89 degrees 18 minutes 36 seconds West a distance of 58.03 feet to a point on the Grantor's westerly property line at Station 46+81.97, 60.00 feet right of Drake Road (U.S. 42) centerline of right of way;
12. thence, following the Grantor's westerly property line North 00 degrees 39 minutes 36 seconds West a distance of 18.00 feet to a point at Station 46+81.98, 42.00 feet right of Drake Road (U.S. 42) centerline of right of way;
13. thence, North 89 degrees 18 minutes 36 seconds East a distance of 252.99 feet to a point at Station 49+34.97, 42.00 feet right of Drake Road (U.S. 42) centerline of right of way;
14. thence, along an arc of a curve to the right having a radius of 15.00 feet, an arc length of 23.57 feet, a chord bearing South 45 degrees 40 minutes 30 seconds East, a chord length of 21.22 feet and a delta of 90 degrees 01 minutes 48 seconds to a point at the curvature tangent on the westerly right of way line of Pearl Road (U.S. 42) at Station 99+42.97, 50.00 feet left of Pearl Road (U.S. 42) centerline of right of way;
15. thence, following the Pearl Road (U.S. 42) centerline of right of way South 00 degrees 39 minutes 36 seconds East a distance of 542.99 feet to the TRUE PLACE OF BEGINNING and containing 0.408 acres and subject to all legal highways.

Auditor's Number 394-25-001, 394-25-005 and 394-25-025
Gross Take = 0.408 acre
Present Road Occupies = 0.000 acre
Net Take = 0.408 acre

The above described tract is a portion of Auditor's Parcel No. 394-25-001, 394-25-005 and 394-25-025 carried on the tax maps as 5.093 acres.

Grantor claims title by Instrument(s) 200108170809, 200402180397 and 200403040643 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
11/21/08