

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 077

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING THE
MAYOR TO ENTER INTO A REAL ESTATE EXCHANGE
AGREEMENT BETWEEN THE CITY OF STRONGSVILLE, OHIO
AND THE STRONGSVILLE CHAMBER OF COMMERCE, LLC,
AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville ("City") is the owner of certain property located at 18829 Royalton Road, Strongsville, Ohio, and known as being Permanent Parcel No. 396-17-120 ("Premises A"); and

WHEREAS, the Strongsville Chamber of Commerce, LLC ("Chamber") is the owner of certain property located at 19191-93 Royalton Road, Strongsville, Ohio, and known as being Permanent Parcel Nos. 393-18-003, 393-18-004 and 393-18-005 ("Premises B"); and

WHEREAS, the City and Chamber are desirous of exchanging Premises A for Premises B; and

WHEREAS, therefore, the City and Chamber have agreed to enter into a Real Estate Exchange Agreement for the mutually beneficial exchange of the various properties described above; and

WHEREAS, the City and the Chamber now wish to memorialize their various mutual intentions, understandings, promises and agreements in this regard, by entering into the attached Real Estate Exchange Agreement marked as Exhibit "1" and incorporated herein by reference.

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 approves the mutual conveyance of the properties described herein, and accordingly, the Mayor is authorized and directed to enter into the attached Real Estate Exchange Agreement with the Strongsville Chamber of Commerce, LLC with the terms and conditions as specified therein, and in a form substantially in accordance with Exhibit 1 attached hereto and incorporated by reference.

Section 2. That the Mayor, Director of Finance, and other appropriate City officials and be and are hereby authorized and directed to execute and deliver certifications, assurances and such other necessary information, and to do all other things required to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

Section 3. That any required advance of funds under this Ordinance or expenditure of other limited costs by the City as required have been appropriated and will be paid from the General Fund.

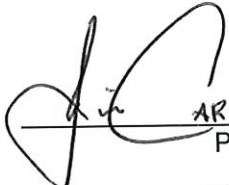
CITY OF STRONGSVILLE, OHIO

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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 immediately necessary to memorialize the agreements and understandings between the parties. 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.



ARBEITE
President of Council
Date Passed: 06.05 2023

Approved: 

Mayor

Date Approved: June 5, 2023

Attest: 

Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>Abstained</u>	_____
Clark	<u>✓</u>	_____
DeMio	<u>✓</u>	_____
Kaminski	<u>Abstained</u>	_____
Kosek	<u>✓</u>	_____
Roff	<u>✓</u>	_____
Short	<u>✓</u>	_____

Ord. No. 2023-077 Amended: _____
1st Rdg. 06-05-23 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
Adopted: 06-05-23 Defeated: _____

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT ("Agreement") is dated this 5th day of June, 2023 by and between the CITY OF STRONGSVILLE, OHIO, a political subdivision of the State of Ohio ("City") and the STRONGSVILLE CHAMBER OF COMMERCE, LLC, an Ohio for profit limited liability company ("Chamber"), (collectively, "the Parties").

For and in consideration of the mutual covenants herein set forth, it is agreed as follows:

1. Agreement to Convey.

a. Exchange A: The City hereby agrees to convey to Chamber, and Chamber hereby agrees to accept from the City, subject to the terms and conditions hereinafter set forth, all that certain parcel of land lying and being located on Royalton Road, Strongsville, Ohio, Permanent Parcel No. 396-17-120, containing approximately 0.3261 acres, and the building and all improvements located at 18829 Royalton Road, Strongsville, Ohio, and being more particularly described on Exhibit A, attached hereto and made a part hereof, together with such other rights, interests, and properties relating to the aforesaid properties as may be specified in this Agreement to be transferred, assigned or conveyed by the City to Chamber.

The parcel of land described on Exhibit A, together with the building and other improvements thereon, if any, and the rights, interests, fixtures, and other properties described above, is collectively called "Premises A" and the transaction referred to as "Exchange A."

b. Exchange B: Chamber hereby agrees to convey to the City, and the City hereby agrees to accept from Chamber, subject to the terms and conditions hereinafter set forth, all those certain parcels of land lying and being located at 19191-93 Royalton Road, Strongsville, Ohio, Permanent Parcel Nos. 393-18-003, 393-18-004 and 393-18-005, containing approximately 1.3020 acres, and being more particularly described on Exhibit B, attached hereto and made a part hereof, together with such other rights, interests, and properties relating to the aforesaid properties as may be specified in this Agreement to be transferred, assigned or conveyed by Chamber to the City.

The parcels of land described on Exhibit B, together with the buildings and other improvements thereon, if any, and the rights, interests, and other properties described above, is collectively called "Premises B" and the transaction referred to as "Exchange B."

2. Consideration.

a. Exchange of the Premises. Premises A will be exchanged for Premises B.

b. Retention and Grant of Easements to City. The City shall reserve on Premises A, and Chamber shall grant to the City over Premises A, as applicable, such easements for utilities, ingress and egress, cross-parking and an air conditioning unit, as are shown on Exhibit C, attached

hereto and made a part hereof. Such easements shall be upon terms agreeable to Chamber and the City and shall be contained in the appropriate deeds or by separate documents.

c. Retention and Grant of Easements to Chamber. Chamber shall reserve on real property located at 18829 Royalton Road, Strongsville, Ohio, Permanent Parcel No. 396-17-120, and City shall grant to Chamber over real property located at 18825 Royalton Road, Strongsville, Ohio, Permanent Parcel No. 396-17-121, as applicable, such easements for utilities, ingress and egress and cross-parking as are shown on Exhibit C, attached hereto, and made a part hereof. Such easements shall be upon terms agreeable to Chamber and the City and shall be contained in the appropriate deeds or by separate documents.

d. Leases and Tenancies. Premises A shall be subject to the current Lease between the City and Chamber. Premises B shall be free of any leases or tenancies.

e. Structures. The structures on Premises B shall be removed by the City, at its sole cost. The removal of said structures will be at a time determined by the City after the closing date.

3. Condition of Properties.

a. Premises A: The property constituting Premises A is being exchanged in its present physical condition "as-is." Chamber has not relied upon any representations, warranties or statements by the City about Premises A, including but not limited to, its condition or use, except for those which are expressly set forth in this Agreement. The Chamber has leased the property for a number of years and is well aware of its condition.

b. Premises B: The property constituting Premises B is being exchanged in its present physical condition "as-is." City has not relied upon any representations, warranties or statements by the Chamber about Premises B, including but not limited to, its condition or use, except for those which are expressly set forth in this Agreement. The Chamber represents, to the best of its knowledge, that Premises B is not encumbered by any wetlands, underground tanks, wells, or hazardous materials, and is not in a flood plain.

4. Plans, Engineering, Title Examination and Records; Warranties.

a. Exchange A. The City agrees to provide to Chamber, at no cost to the Chamber, immediately, but not later than ten (10) days after the Effective Date (hereinafter defined), any physical or topographic surveys, development information, soil boring or groundwater data, environmental assessments and other agreements affecting the Premises, as well as any other records relating to Premises A in the City's possession.

b. Exchange B. Chamber agrees to provide to the City, at no cost to the City, immediately, but not later than ten (10) days after the Effective Date (hereinafter defined), any physical or topographic surveys, development information, soil boring or groundwater data, environmental assessments and other agreements affecting Premises B, as well as any other records relating to Premises B in the Chamber's possession.

5. Ownership; Leases.

a. Exchange A. The City warrants and represents that it is the sole fee simple owner of Premises A and has all necessary authority to transfer Premises A; there are no other contracts for sale or options involving Premises A; no other party has any right, title or interest in Premises A; and other than the existing written lease with the Chamber for the building located at 18829 Royalton Road, Strongsville, Ohio, there are no oral or written leases affecting or relating to Premises A. Between the date the City executes this Agreement and Closing, the City shall not subject Premises A to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting Premises A, without the written consent of Chamber.

b. Exchange B. Chamber warrants and represents that it is the sole fee simple owner of Premises B and has all necessary authority to transfer Premises B; there are no other contracts for sale or options involving Premises B; no other party has any right, title or interest in Premises B, and there are no oral or written leases affecting or relating to Premises B. Between the date Chamber executes this Agreement and Closing, Chamber shall not subject Premises B to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting Premises B, without the written consent of the City.

6. Other Agreements.

a. Exchange A. The City warrants and represents that the execution and delivery of this Agreement, the completion of the transaction(s) contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which the City is a party or by which it or Premises A is bound, or any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to the City.

b. Exchange B. Chamber warrants and represents that the execution and delivery of this Agreement, the completion of the transaction(s) contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Chamber is a party or by which it or Premises B is bound, or any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to Chamber.

7. Adverse Facts.

a. Exchange A. The City knows of no materially adverse fact, affecting or threatening to affect Premises A which has not been disclosed to Chamber in writing. Between the date the City executes this Agreement and Closing, the City will notify Chamber in writing of any events which occur or any facts of which it becomes aware which would make any of its representations or warranties false or misleading. Except as otherwise permitted by Chamber in writing, in its sole discretion, each of the warranties or representations made in this Agreement by the City shall be true and correct as of the date of Closing.

b. Exchange B. Chamber knows of no materially adverse fact, affecting or threatening to affect Premises B which has not been disclosed to the City in writing. Between the date Chamber executes this Agreement and Closing, Chamber will notify the City in writing of any events which occur or any facts of which it becomes aware which would make any of its representations or warranties false or misleading. Except as otherwise permitted by the City in writing, in its sole discretion, each of the warranties or representations made in this Agreement by Chamber shall be true and correct as of the date of Closing.

8. Escrow Agent.

Maximum Title & Escrow Services, Inc. shall act as escrow agent (the "Escrow Agent") unless the parties mutually agree upon another escrow agent. A copy of this Agreement shall be delivered to Escrow Agent and shall constitute instructions to Escrow Agent, subject to the terms and conditions of its regular and usual printed form of acceptance insofar as such terms and conditions are applicable and consistent with this Agreement.

9. Closing; Escrow.

Closing and delivery of possession shall be on **June 28, 2023** or the later of (i) the Chamber Study Period or (ii) the City Study Period, or as soon thereafter as practicable, allowing a reasonable time for preparation and approval of documents and correction of defects reported as a result of a title examination, survey or inspections of the Premises. Closing shall be held at the offices of the Escrow Agent, or at such other place as the parties may agree. Chamber shall pay for the title search fee, title insurance commitment fee and owners title insurance policy premium relating to Premises A, deed filing fee and any legal, engineering or surveying costs incurred directly by Chamber. The City shall pay the title search fee, title insurance commitment fee and owners title insurance policy premium relating to Premises B, deed filing fee, and any legal, engineering or surveying costs incurred directly by the City. All taxes and assessments, if any, will be prorated to the current owner of the property to the date of Closing. All escrow agent fees shall be paid one-half by the City and one-half by the Chamber.

a. Exchange A. The City agrees to deliver to Chamber or Escrow Agent the following at or prior to Closing:

- (i) A General Warranty Deed, fully executed by the City, conveying Premises A in fee simple to Chamber, in a form satisfactory to Chamber;
- (ii) Any Deeds of Easement or Easement Documents;
- (iii) A signed closing or settlement statement prepared or approved by Escrow Agent;
- (iv) Any other documents reasonably required by Escrow Agent; and
- (v) Any funds required of the City by this Agreement.

b. Exchange B. Chamber agrees to deliver to the City or Escrow Agent the following at or prior to Closing:

- (i) A General Warranty Deed, fully executed by Chamber, conveying Premises B in fee simple to the City, in a form satisfactory to the City;
- (ii) Any Deeds of Easement or Easement Documents;
- (iii) A signed closing or settlement statement prepared or approved by Escrow Agent;
- (iv) Any other documents reasonably required by Escrow Agent; and
- (v) Any funds required of the Chamber by this Agreement.

10. Utilities.

At the Closing, the parties, outside of escrow, shall arrange for the separation of billing for all utilities, including but not limited to sewer, gas, electric, water, and cable. All utilities shall be prorated to the date of Closing on Parcel B and paid according to any lease agreement between the parties as to Parcel A.

11. Title Evidence and Defects.

a. Exchange A.

- (i) On the Closing Date, Chamber shall receive an ALTA Owner's Policy of Title Insurance, in currently utilized Form (amended) (the "Title Policy") in the amount of \$165,000.00, showing fee simple title to the Premises to be in Chamber, subject only to the those title exceptions permitted in accordance with this Agreement, including but not limited to the recorded easements, assessments, covenants and deed restrictions, with the so-called "printed" or "standard" exceptions deleted to the extent possible. The Title Policy shall be issued by the Escrow Agent or such other nationally recognized title company as shall be acceptable to Chamber and City (the "Title Company"). The Title Policy shall also affirmatively insure: (i) Chamber's right to use any appurtenant easements; (ii) that the Premises will have the benefit of direct ingress and egress, both pedestrian and vehicular, to and from a public highway; and (iii) such other matters as Chamber may reasonably require to address material matters disclosed in the Title Commitment.
- (ii) Upon execution of this Agreement, Chamber shall order from Escrow Agent a commitment for the Title Policy (the "Title Commitment") and cause the same (with legible copies of all exceptions attached thereto) to be delivered to each party hereto no later than thirty (30) days thereafter. The Title Commitment shall be updated and endorsed to include all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Premises, which shall commit to delete the standard printed exceptions and creditors rights' exclusion, and any matters disclosed by the Survey. Within thirty (30) days after receipt of both the Commitment and the Survey, Chamber shall serve upon City a notice specifying those exceptions to title, if any, that materially interfere with the use of the Premises for Chamber's intended use (the "Title

Defects"). Chamber acknowledges that, for purposes of this Section 11, real estate taxes and assessments, both general and special, that are not yet due and payable, the recorded easements, covenants and deed restrictions acceptable to the Chamber, and zoning ordinances do not constitute Title Defects. Any exceptions appearing after issuance of the Title Commitment and/or Survey shall also be deemed Title Defects unless approved in writing by Chamber.

- (iii) Upon receipt by City of Chamber's notice of Title Defects, if any, City shall immediately and diligently pursue the removal of the Title Defects. City shall have thirty (30) days after receipt of notice in which to cure such Title Defects (or, if the Title Defects are not readily curable within said thirty (30) day period, then City may have such additional time as Chamber may permit in writing, in which case, the Closing Date shall, at Chamber's option, be extended accordingly) (said thirty (30) day period, as the same may be extended, being hereinafter referred to as the ("Cure Period"). If some or all of the Title Defects can only reasonably be cured at Closing, then City may agree in writing to cure such Title Defects at Closing, subject to Chamber's reasonable consent. Should City fail to cure the Title Defects within the Cure Period, City shall notify Chamber of such fact prior to the expiration of the Cure Period, and Chamber shall have the option to: (i) accept the Premises subject to the Title Defects, or (ii) declare this Agreement to be null and void and of no further force or effect, except to the extent a party is in breach of this Agreement, Chamber and City shall each be relieved of all further liability hereunder, and except that the parties shall equally share all title and escrow costs incurred to date. If Chamber elects not to terminate this Agreement as provided above, then City shall cause the Title Company to update the Title Commitment prior to the Closing Date.

b. Exchange B.

- (i) On the Closing Date, City shall receive an ALTA Owner's Policy of Title Insurance, in currently utilized Form (amended) (the "Title Policy") in the amount of \$165,000.00, showing fee simple title to the Premises to be in City, subject only to the those title exceptions permitted in accordance with this Agreement, including but not limited to the recorded easements, assessments, covenants and deed restrictions, with the so-called "printed" or "standard" exceptions deleted to the extent possible. The Title Policy shall be issued by the Escrow Agent or such other nationally recognized title company as shall be acceptable to City and Chamber (the "Title Company"). The Title Policy shall also affirmatively insure: (i) City's right to use any appurtenant easements; (ii) that the Premises will have the benefit of direct ingress and egress, both pedestrian and vehicular, to and from a public highway; and (iii) such other matters as City may reasonably require to address material matters disclosed in the Title Commitment.

- (ii) Upon execution of this Agreement, City shall order from Escrow Agent a commitment for the Title Policy (the "Title Commitment") and cause the same (with legible copies of all exceptions attached thereto) to be delivered to each party hereto no later than thirty (30) days thereafter. The Title Commitment shall be updated and endorsed to include all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Premises, which shall commit to delete the standard printed exceptions and creditors rights' exclusion, and any matters disclosed by the Survey. Within thirty (30) days after receipt of both the Commitment and the Survey, City shall serve upon Chamber a notice specifying those exceptions to title, if any, that materially interfere with the use of the Premises for City's intended use (the "Title Defects"). City acknowledges that, for purposes of this Section 11, real estate taxes and assessments, both general and special, that are not yet due and payable, the recorded easements, covenants and deed restrictions acceptable to the City, and zoning ordinances do not constitute Title Defects. Any exceptions appearing after issuance of the Title Commitment and/or Survey shall also be deemed Title Defects unless approved in writing by City.
- (iii) Upon receipt by Chamber of City's notice of Title Defects, if any, Chamber shall immediately and diligently pursue the removal of the Title Defects. Chamber shall have thirty (30) days after receipt of notice in which to cure such Title Defects (or, if the Title Defects are not readily curable within said thirty (30) day period, then Chamber may have such additional time as City may permit in writing, in which case, the Closing Date shall, at City's option, be extended accordingly) (said thirty (30) day period, as the same may be extended, being hereinafter referred to as the ("Cure Period"). If some or all of the Title Defects can only reasonably be cured at Closing, then Chamber may agree in writing to cure such Title Defects at Closing, subject to City's reasonable consent. Should Chamber fail to cure the Title Defects within the Cure Period, Chamber shall notify City of such fact prior to the expiration of the Cure Period, and City shall have the option to: (i) accept the Premises subject to the Title Defects, except for liens in a definite or ascertainable amount (which liens Chamber hereby agrees to discharge prior to Closing), subject to, if requested by City and mutually agreed to by Chamber or (ii) declare this Agreement to be null and void and of no further force or effect, except to the extent a party is in breach of this Agreement, City and Chamber shall each be relieved of all further liability hereunder, and except that the parties shall equally share all title and escrow costs incurred to date. If City elects not to terminate this Agreement as provided above, then Chamber shall cause the Title Company to update the Title Commitment prior to the Closing Date.

12. Risk of Loss.

a. Exchange A. All risk of loss or damage to Premises A shall be borne by the City until Closing. However, in the event of any loss of or damage to Premises A, or any part thereof, prior to Closing, Chamber shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing as required hereunder, conditioned upon the City assigning all its interest in insurance or other payments for loss or damage to Premises A. In the event of condemnation or threat of condemnation of any part of Premises A prior to Closing, Chamber shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing conditioned upon any condemnation award being paid, credited, or assigned, as appropriate, to Chamber at Closing.

b. Exchange B. All risk of loss or damage to Premises B shall be borne by Chamber until Closing. However, in the event of any loss of or damage to Premises B, or any part thereof, prior to Closing, the City shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing as required hereunder, conditioned upon Chamber assigning all its interest in insurance or other payments for loss or damage to Premises B. In the event of condemnation or threat of condemnation of any part of Premises B prior to Closing, the City shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing conditioned upon any condemnation award being paid, credited, or assigned, as appropriate, to the City at Closing.

13. Inspections.

a. Exchange A.

- (i) The City shall give to Chamber and its designated agents and representatives full access to Premises A during normal business hours throughout the Chamber Study Period as defined in Paragraph 13(a)(ii), including the right, at Chamber's own risk to cause its agents or representatives to enter upon Premises A for the purpose of (i) making physical and topographic surveys; and (ii) conducting such tests, investigations and studies as Chamber may desire, including, but not limited to, those related to engineering, water, groundwater, sanitary and storm sewer, utilities and environmental matters, as well as soil borings.

In the event Premises A is not transferred to Chamber, Chamber shall, at its expense, restore Premises A to its prior condition to the extent of any changes made by its agents or representatives. The City shall furnish to Chamber during the Chamber Study Period all information concerning Premises A which Chamber may reasonably request and which is in the possession of the City.

- (ii) Chamber shall have thirty (30) days from the Effective Date, ("Chamber Study Period"), to complete the studies described in Paragraph 13(a)(i) and to determine in its sole discretion that the condition of Premises A is satisfactory for the intended use of Chamber. In the event that Chamber is

not so satisfied for any reason whatsoever at any time prior to the expiration of the Chamber Study Period, Chamber shall advise the City in writing of its intention not to proceed to Closing under the terms of this Agreement, and in such event, this Agreement shall automatically be terminated, and no party shall have any liability hereunder other than dividing on an equal basis any Title Company costs incurred to date.

b. Exchange B.

- (i) Chamber shall give to the City and its designated agents and representatives full access to Premises B during normal business hours throughout the City Study Period as defined in Paragraph 13(b)(ii), including, but not limited to, the right, at the City's own risk to cause its agents or representatives to enter upon Premises B for the purpose of (i) making physical and topographic surveys; and (ii) conducting such tests, investigations and studies as the City may desire, including those related to engineering, water, groundwater, sanitary and storm sewer, utilities and environmental matters, as well as soil borings.

In the event Premises B is not transferred to City, the City shall, at its expense, restore Premises B to its prior condition to the extent of any changes made by its agents or representatives. Chamber shall furnish to the City during the City Study Period all information concerning Premises B which the City may reasonably request and which is in the possession of Chamber.

- (ii) The City shall have thirty (30) days from the Effective Date, ("City Study Period"), to complete the studies described in Paragraph 13(b)(i) and to determine in its sole discretion that the condition of Premises B is satisfactory for the intended use of the City. In the event that the City is not so satisfied for any reason whatsoever at any time prior to the expiration of the City Study Period, the City shall advise Chamber in writing of its intention not to proceed to Closing under the terms of this Agreement, and in such event, this Agreement shall automatically be terminated, and no party shall have any liability hereunder other than dividing on an equal basis any Title Company costs incurred to date.

14. Contingencies.

This Agreement is contingent upon the following: Approval of this Agreement by City Council and all required City officials pursuant to law.

15. Brokerage.

Both parties warrant and represent that they have not dealt with any realtor, broker, consultant or like agent who might be entitled to any compensation in connection with the transaction contemplated hereby.

16. Default.

In the event that either party shall default in the performance of any covenant or agreement herein contained, or in the event of a breach of any warranty or representation herein contained, the non-defaulting party shall be entitled to bring an action for damages and/or for equitable relief including specific performance; provided, however neither party hereto shall be liable for consequential or punitive damages. Notwithstanding anything to the contrary contained in this Agreement, a party hereto claiming a default shall give the other party written notice of such default, and such other party shall have a period of ten (10) days following delivery of such notice in which to cure such default.

17. Miscellaneous.

a. Where necessary or appropriate to the meaning hereof, the singular shall be deemed to include the plural and the masculine to include the feminine and neuter.

b. This Agreement and the Exhibits constitute the entire agreement between the parties hereto with respect to the transactions herein contemplated. Any modifications or amendments to this Agreement shall be effective only if in writing and executed by each of the parties hereto.

c. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (i) in person, (ii) by certified or registered U.S. mail, postage prepaid, return receipt requested, or (iii) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and shall be addressed as follows:

To City:	City of Strongsville 16099 Foltz Industrial Parkway Strongsville, Ohio 44149-5598 Attention: Mayor Thomas P. Perciak
With a copy to:	Neal M. Jamison, Esq. Law Director 16099 Foltz Industrial Parkway Strongsville, Ohio 44149-5598
To Chamber:	Strongsville Chamber of Commerce, LLC 18829 Royalton Road Strongsville, Ohio 44136 Attention: Amy T. Ferree, Executive Director
With a copy to:	Walter F. Ehrnfelt III, Esq. Waldheger-Coyne 1991 Crocker Road, #550 Westlake, Ohio 44145

Either party hereto may change the name and address of the person to which notice shall be sent by giving notice of such change to the other party hereto as hereinbefore provided. Any notice shall be effective on delivery or on the date delivery was refused.

d. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

e. The "**Effective Date**" of this Agreement shall be the date on which the last of City or Chamber, as the case may be, signs this Agreement and delivers a fully-executed original to the other party, thereby causing it to be fully executed by both parties hereto through the signatories below as duly authorized in accordance with law.

f. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both City and Chamber have contributed substantially and materially to the preparation of this Agreement.

g. The captions of the Sections of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the Effective Date.

**STRONGSVILLE CHAMBER OF
COMMERCE, LLC**

By: Charles R. Kelly, President

Date: May 31, 2023

CITY OF STRONGSVILLE

By: Thomas P. Perciak
Thomas P. Perciak, Mayor

Date: June 5, 2023


APPROVED FOR FORM:

Neal M. Jamison
Neal M. Jamison, Law Director

Date: 6-5-2023

CERTIFICATION OF FUNDS

I, Eric R. Dean, Director of Finance of the City of Strongsville, Ohio, hereby certify that the money to meet this Agreement 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.



Eric R. Dean, Director of Finance


Date: 

EXHIBIT A

EXHIBIT A

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

Beginning at an Iron Pin in a monument box marking the intersection of the centerline of Pearl Road (S.R. 42) (Varies), with the centerline of Royalton Road (S.R. 82) as relocated (Width Varies);

Thence North 67° 40' 30" East along said centerline of Royalton Road, a distance of 89.05 feet to an Iron Pin found in a monument box at a point of curvature;

Thence South 74° 51' 00" East, a distance of 96.75 feet to a point on the Southerly right of way line of Royalton Road;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 7.20 feet to a point on the Westerly line of a parcel of land conveyed to the City of Strongsville by Certificate of Title No. 131048, said point being the PRINCIPAL PLACE OF BEGINNING, 5/8" Iron Pin found capped "Campbell", distant South 1.00", said arc having a radius of 1,580.02 feet and a chord which bears North 70° 36' 12" West, 7.20 feet;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 155.14 feet to an Iron Pin set, said arc having a radius of 1,580.02 feet and a chord which bears North 73° 32' 23" East, 155.07 feet;

Thence South 05° 47' 11" East, a distance of 93.46 feet to an Iron Pin set on a Southerly line of a parcel of land conveyed to the Trustees of Strongsville Township by deed recorded in Volume 302, Page 225 of Cuyahoga County Records;

Thence South 84° 27' 59" West along the Southerly line of said land conveyed a distance of 52.97 feet to a point on the Easterly line of said land conveyed to the Trustees of the City of Strongsville by Certificate of Title No. 131408, (drill hole and x found 0.64'S-0.13'E);

Thence South 04° 48' 06" East along said Easterly line, a distance of 16.90 feet to the Southeasterly corner of land conveyed, (5/8" Iron Pin capped "Campbell" 0.68S-0.13'E);

Thence South 89° 38' 57" West along a Southerly line of said land conveyed, a distance of 59.17 feet to a point (5/8" Iron Pin found capped "Campbell" 0.84'S-0.16'E);

Thence South 04° 35' 00" East along an Easterly line of said land conveyed, a distance of 15.49 feet to the most Southerly line of said land conveyed (5/8" Iron Pin found 0.09'S-0.08'E);

Thence South 83° 54' 46" West along said most Southerly line, a distance of 41.46 feet to the Southwesterly corner of said land conveyed, (/8" Iron Pin found bent capped "Campbell" 0.58'S-0.018'E);

Thence North 04° 48' 51" West along the Westerly line of said land conveyed, a distance of 91.2 feet to the PRINCIPAL PLACE OF BEGINNING and containing 14,204.8649 SF- 0.326 Acres of land according to a survey by George A. Hofmann, Registered Surveyor Non. 6752.

Course used in this description are based on the centerline of Pearl Road bearing North 04° 48' 06" West and are used to indicated angles only.

Iron Pin set are 5/8" rebar capped 6752/7477.
Dimensions are given in feet and decimal parts thereof.

Permanent Parcel No. 396-17-120

EXHIBIT B

EXHIBIT B

Parcel 1

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 as follows: Beginning at a point in the Southerly line of Royalton Road at the Northwesterly corner of land conveyed to the Grantees herein by deed dated Nov. 9, 1946, said point being 160 feet Westerly from the Northwesterly corner of land conveyed to C.H. Fish by deed dated June 7, 1918 and recorded in Volume 4855, Page 290 of Cuyahoga County Records; Thence Southwesterly along the Southerly line of Royalton Road, 80 feet; Thence Southeasterly at an included angle of 90 deg. 230 feet to a point; Thence Northeasterly in a line parallel to the southerly line of Royalton Road, 80 feet to a point; Thence Northerly at an include angle of 90° 230' to the place of beginning and along the Southwesterly line of land heretofore conveyed to the Grantee herein, be the same more or less, but subject to all legal highways. The above parcel of land is vacant and lies immediately west of premises known as 19191-3 Royalton Road, described as Parcel No. 3 below.

Permanent Parcel No. 393-18-003

Parcel 2

Situated in the Village 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 Southerly line of Royalton Road 80 feet Westerly, measured along said Southerly line from the Northwesterly corner of land conveyed to Clark R. Fish by deed dated October 23, 1937 and recorded in Volume 4855, Page 562 of Cuyahoga County Records; Thence Southwesterly along the Southerly line of Royalton Road, 80 feet; Thence Southwesterly at an included angle of 90° 230' to a point; Thence Northeasterly in a line parallel with the Southerly line of Royalton Road , 80 feet to a point; Thence Northerly at an included angle of 90° 230' to the place of beginning, as appears by the survey of Clarence E. Karn, Registered Surveyor, No. 3242, be the same more or less, but subject to all legal highways. Said premises are further known as 19191-3 Royalton Road, Strongsville, Ohio.

Permanent Parcel No. 393-18-004

Parcel 3

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And known as being part of Strongsville Township Lot No. 55, and bounded and described as follows: Beginning in the Southerly line of Royalton Road at the Northwesterly corner of land conveyed to C.H. Fish by deed recorded in Volume 4855, page 290 of Cuyahoga County Records; Thence Southeasterly at an included angle of 90° 250' to a point; Thence Southwesterly at an included angel of 90° 80' to a point; Thence Northerly at an included angle of 90° 250' to a point in the Southerly line of Royalton Road; Thence Easterly along the Southerly line of Royalton Road at an included angle of 90° 80' to the place of beginning, according to a survey by Clarence E. Kern, Registered Surveyor No. 3242, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM: That portion of land conveyed to the State of Ohio containing 958 square feet of land recorded October 18, 1994 in Volume 94-09831, Page 54 of Cuyahoga County Records.

Permanent Parcel No. 393-18-005

EXHIBIT C

**CROSS ACCESS EASEMENT FOR INGRESS, EGRESS, PARKING AND
CERTAIN UTILITIES**

This CROSS ACCESS EASEMENT FOR INGRESS, EGRESS, PARKING AND CERTAIN UTILITIES (hereinafter "Easement") is entered into this _____ day of _____, 2023, by and between the **STRONGSVILLE CHAMBER OF COMMERCE, LLC**, an Ohio for profit limited liability company (hereinafter "Chamber") and the **CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio (hereinafter "City") (Chamber and City hereinafter collectively referred to as "Parties").

WHEREAS, the Chamber is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 396-17-120 (hereinafter referred to as the "Chamber's Parcel") as further described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the City is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 396-17-121 (hereinafter referred to as the "City's Parcel"), as further described in Exhibit B, attached hereto and made a part hereof; and

WHEREAS, the Chamber's Parcel and the City's Parcel together shall be known as the Properties, or individually as the Property; and

WHEREAS, the parties acknowledge that the Properties were originally developed as one parcel as to parking, ingress and egress, walkways, utilities both over and under the ground, and the location of air conditioning units; and

WHEREAS, the parties acknowledge that the Properties have previously been split and ownership of one parcel has just been transferred to the Chamber; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain rights related to any storm water and sewer lines and facilities located or to be located on the Properties; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain additional rights of ingress, egress, shared parking and shared concrete walkway between the buildings on the Properties; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain additional rights related to the use, operation, and maintenance of certain utilities located on, and servicing, the Properties; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain additional rights related to the location of the air conditioning units servicing the Properties.

NOW, THEREFORE, for good and valuable consideration and based upon the mutual conveyances and covenants stated herein, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Chamber grants and conveys to City across the Chamber's Parcel a non-exclusive, perpetual easement for right-of-way, driveway access, ingress, egress for the benefit of City's Parcel.
2. City grants and conveys to Chamber across the City's Parcel a non-exclusive, perpetual easement for right-of-way, driveway access, ingress, egress for the benefit of Chamber's Parcel.
3. Chamber grants and conveys to City a non-exclusive, perpetual easement for the benefit, use and enjoyment of all parking spaces upon the Chamber's Parcel.
4. City grants and conveys to Chamber a non-exclusive, perpetual easement for the benefit, use and enjoyment of all parking spaces upon the City's Parcel.
5. Chamber grants and conveys to City a non-exclusive, perpetual easement for the benefit, use and enjoyment of a shared concrete walkway that currently runs between the buildings on the Chamber's Parcel and the City's Parcel.
6. City grants and conveys to Chamber a non-exclusive, perpetual easement for the benefit, use and enjoyment of a shared concrete walkway that currently runs between the buildings on the City's Parcel and the Chamber's Parcel.
7. The parties hereby grant and convey, each to the other, non-exclusive, perpetual easements for general utility purposes ("Utility Easements"). Said Utility Easements shall allow the Parties the right to operate, maintain, and repair any facilities ("Utility Lines") that currently exist and may be necessary for the supply of gas, water, electric power, cable, telephone, internet, or other utilities, or drainage of storm water or sanitary sewer, on, across, under, or through the Properties. Said Utility Easements do NOT convey the right of either of the Parties to add or install additional Utility Lines on the Property of the other Party without prior written consent, nor to increase the burden of any current Utility Lines on the Property of the other Party without prior written consent. The parties further agree to work together to submeter the electrical services to the buildings on their respective Property.
8. The parties hereby grant and convey, each to the other, non-exclusive, perpetual easements for the air conditioning units that service the buildings on the Properties. Said easement

shall allow the Parties the right to operate, maintain and repair any air conditioning unit(s) that currently exist and may be necessary in the future even though the units may be located on the other Party's property.

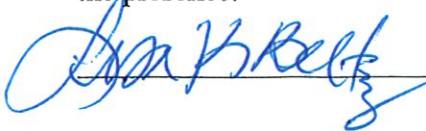
9. The Parties agree to refrain from interfering with the other's rights to ingress and egress across the Parcel of the other, and further agree that the Chamber shall have the right to limit or prevent parking on its Parcel during events as determined in the discretion of the Chamber.
10. The Parties agree and acknowledge that the respective easements granted herein shall be for the benefit, use and enjoyment of the Parties herein and their respective guests and invitees. The Parties reserve unto themselves the right to use their respective properties for purposes not inconsistent with the easement rights granted herein. The Parties acknowledge that the easements, covenants, and agreements herein contained shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representative, successors and assigns.
11. The parties mutually agree that each shall pay one-half (1/2) of the cost of repairing, maintaining, and/or improving the walkway between the buildings as set out in Paragraph Five (5) unless a Property is transferred, in which case the subsequent owner will be responsible for its respective one-half (1/2) share.
12. The mutual reciprocal grants of easements for driveway access, ingress, egress and parking spaces is limited to the areas where they are currently located as shown on the attached drawing as Exhibit C or as otherwise agreed between the owners of the two (2) Parcels.
13. The mutual reciprocal grants of easements for the shared walkway between the buildings and for air conditioning units is limited to the areas where they are currently located as shown on the attached drawing as Exhibit C or at such other locations as agreed between the owners of the two (2) Parcels.
14. The mutual reciprocal grants of easements for gas, water, electric power, cable, telephone, internet, other utilities, storm sewers, and sanitary sewers is limited to the areas where they are currently located on, under or across the two (2) Parcels; or as such other locations as agreed between the owners of the two (2) Parcels.
15. The parties agree that the City will be solely responsible and maintain in good condition at its sole cost and expense, the driveway access, ingress and egress, parking spaces, all utility lines and facilities located on its Parcel.
16. The parties agree the Chamber will be solely responsible and maintain in good condition at its sole cost and expense, the driveway access, ingress and egress, parking spaces, all utility lines and facilities located on its Parcel.
17. The rights created under this Cross Easement Agreement shall include the right to enter upon such portions of the Parcels as may be reasonably necessary to gain access to or otherwise utilize the benefit of the specific easements described herein and the rights conferred to the Parcels under this Cross Easement Agreement, provided that any such

entry will be done in a manner so as to cause the least possible interference with the use of that portion of the Parcel in question by its owner and the party exercising such right shall immediately restore or repair any damage to real property, including any improvements located thereon, or to personal property caused by such entry.

18. The Cross Easements herein above granted shall be used and enjoyed by each owner and its permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other owner or its permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. Except as otherwise set forth in this Cross Easement Agreement, all easement rights shall be exercised by each owner at its sole cost and expense.
19. No partnership is intended between the Parties, for any purpose. Each party is to conduct and operate its business in and upon its respective parcel independently and nothing herein contained shall be construed to:
- a. Create a partnership agreement.
 - b. Constitute the Parties as partners with respect to the conduct and operation of their respective Parcels.
 - c. Establish a principal and agent relationship between the Parties; or
 - d. Constitute or be a joint-venture between the Parties.
20. This Easement shall be construed, interpreted and enforced under the laws of the State of Ohio. If any provision or portion hereof be invalid or unenforceable, the remainder of the applications of such provisions or portions thereof to any person or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Easement represents the complete understanding of the Parties. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof, or waiver of any other provisions set forth herein.
21. Any duty or obligation either Party owes to the other under this Cross Easement Agreement terminates and transfers to the new owner of the Parcel on the date of the transfer of ownership.

IN WITNESS WHEREOF, this instrument is executed this 31 day of May, 2023.

Signed and acknowledged in
the presence:



**STRONGSVILLE CHAMBER OF
COMMERCE**

By: Charles R. Holly Jr.

Its: President

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Its: Mayor _____

STATE OF OHIO)
) ss:
COUNTY OF ~~CUYAHOGA~~)
 MEDINA

Before me, a Notary Public in and for said County and State, personally appeared the above-named **STRONGSVILLE CHAMBER OF COMMERCE**, by Charles R. Hollingsworth its President, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed as such officer and the free and voluntary act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Medina, Ohio, this 31 day of May, 2023.

[Signature]
Notary Public



STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **THE 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 and voluntary 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 ____ day of _____, 2023.

Notary Public

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

City Of Strongsville

DESCRIPTION
PARCEL "A"

4-22-2021

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

Beginning at an Iron Pin in a monument box marking the intersection of the centerline of Pearl Road (S.R. 42) (Varies), with the centerline of Royalton Road (S.R. 82) as relocated (Width Varies);

Thence North 67 degrees 40 minutes 30 seconds East along said centerline of Royalton Road, a distance of 89.05 feet to an Iron Pin Found in a monument box at a point of curvature;

Thence South 74 degrees 51 minutes 00 seconds East, a distance of 96.75 feet to a point on the Southerly right of way line of Royalton Road;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 7.20 feet to a point on the Westerly line of a parcel of land conveyed to the City of Strongsville by Certificate of Title No. 131048, said point being the PRINCIPAL PLACE OF BEGINNING, 5/8" Iron Pin Found capped "Campbell", distant South 1.00', said arc having a radius of 1,580.02 feet and a chord which bears North 70 degrees 36 minutes 12 " West, 7.20 feet;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 155.14 feet to an Iron Pin Set, said arc having a radius of 1,580.02 feet and a chord which bears North 73 degrees 32 minutes 23 seconds East, 155.07 feet;

Thence South 05 degrees 47 minutes 11 seconds East, a distance of 93.46 feet to an Iron Pin Set on a Southerly line of a parcel of land conveyed to the Trustees of Strongsville Twp. by deed recorded in Vol. 302, Page 225 of Cuyahoga County Records;

Thence South 84 degrees 27 minutes 59 seconds West along the Southerly line of said land conveyed, a distance of 52.97 feet to a point on the Easterly line of said land conveyed to the Trustees of the City of Strongsville by Certificate of Title No. 131408, (drill hole and x found 0.64'S-0.13'E);

Thence South 04 degrees 48 minutes 06 seconds East along said Easterly line, a distance of 16.90 feet to the Southeasterly corner of said land conveyed, (5/8" Iron Pin Found capped "Campbell" 0.68'S -0.13'E);

EXHIBIT A

City of Strongsville
Parcel "A"
Page 2

Thence South 89 degrees 38 minutes 57 seconds West along a Southerly line of said land conveyed, a distance of 59.17 feet to a point (5/8" Iron Pin Found capped "Campbell" 0.84'S-0.16'E);

Thence South 04 degrees 35 minutes 00 seconds East along an Easterly line of said land conveyed, a distance of 15.49 feet to the most Southerly line of said land conveyed (5/8" Iron Pin Found 0.09'S-0.08'E);

Thence South 83 degrees 54 minutes 46 seconds West along said most Southerly line, a distance of 41.46 feet to the Southwesterly corner of said land conveyed, (5/8" Iron Pin Found Bent capped "Campbell" 0.58'S-0.18'E);

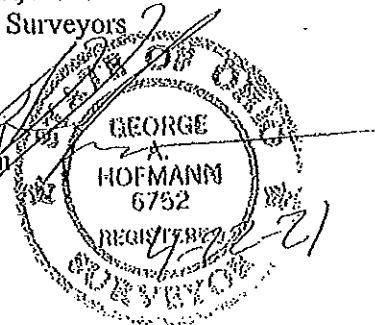
Thence North 04 degrees 48 minutes 51 seconds West along the Westerly line of said land conveyed, a distance of 91.52 feet to the PRINCIPAL PLACE OF BEGINNING and containing 14,204.8649 SF – 0.326 Acres of land according to a survey by George A. Hofmann, Registered Surveyor No. 6752.

Course used in this description are based on the centerline of Pearl Road bearing North 04 degrees 48 minutes 06 seconds West and are used to indicate angles only.

Iron Pin Set are 5/8" rebar capped 6752/7477.
Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
George A. Hofmann



HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

City Of Strongsville

DESCRIPTION PARCEL "B"

4-22-2021

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

Beginning at an Iron Pin in a monument box marking the intersection of the centerline of Pearl Road (S.R. 42) (Varies), with the centerline of Royalton Road (S.R. 82) as relocated (Width Varies);

Thence North 67 degrees 40 minutes 30 seconds East along said centerline of Royalton Road, a distance of 89.05 feet to an Iron Pin Found in a monument box at a point of curvature;

Thence South 74 degrees 51 minutes 00 seconds East, a distance of 96.75 feet to a point on the Southerly right of way line of Royalton Road;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 7.20 feet to a point on the Westerly line of a parcel of land conveyed to the City of Strongsville by Certificate of Title No. 131048, 5/8" Iron Pin Found capped "Campbell", distant South 1.00', said arc having a radius of 1,580.02 feet and a chord which bears North 70 degrees 36 minutes 12 " West, 7.20 feet;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 155.14 feet to an Iron Pin Set, said arc having a radius of 1,580.02 feet and a chord which bears North 73 degrees 32 minutes 23 seconds East, 155.07 feet to the PRINCIPAL PLACE OF BEGINNING;

Thence continuing Northeasterly along the arc of a circle deflecting to the right a distance of 43.39 feet to an Iron Pin Set, said arc having a radius of 1,580.02 and a chord which bears North 77 degrees 08 minutes 21 second East, 43.38 feet;

Thence North 84 degrees 21 minutes 14 seconds East along said Southerly right of way line, a distance of 94.46 feet to an Iron Pin Set on the Easterly line of a parcel of land conveyed to the Trustees of Strongsville Twp. by deed recorded in Vol. 302, Page 225 of Cuyahoga County Records;

Thence South 04 degrees 49 minutes 28 seconds East along said Easterly line, a distance of 99.19 feet to the Southeasterly corner thereof, (5/8" Iron Pin Found 0.15'E -0.07'S);

City of Strongsville

EXHIBIT B

Parcel "B"

Page 2

Thence South 84 degrees 27 minutes 59 seconds West along the Southerly line of said land conveyed, a distance of 135.85 feet to an Iron Pin Set;

Thence North 05 degrees 47 minutes 11 seconds West, a distance of 93.46 feet the PRINCIPAL PLACE OF BEGINNING and containing 13,425.3295 SF – 0.3082 Acres of land according to a survey by George A. Hofmann, Registered Surveyor No. 6752.

Course used in this description are based on the centerline of Pearl Road bearing North 04 degrees 48 minutes 06 seconds West and are used to indicate angles only.

Iron Pin Set are 5/8" rebar capped 6752/7477.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
George A. Hofmann



LOT SPLIT & CONSOLIDATION
OLD TOWN HALL

MADE AT THE INSTANCE OF
THE CITY OF STRONGSVILLE
ORIGINAL STRONGSVILLE TOWNSHIP LOT N° 55
NOW IN THE CITY OF STRONGSVILLE
CUYAHOGA COUNTY, OHIO

ORDER N° 20-182

F.B. 758A-139

October 7, 2020

April 15, 2021 for recording

May 5, 2021 County Comments

HOFMANN-METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS

24 BECH ST - P.O. BOX 343

BEREA, OHIO 44017

440-234-7350

GEORGE HOFMANN E-MAIL

g.hofmann@h-met.com

Surveyor No. 6732

George A. Hofmann



BASIS OF BEARINGS

CENTERLINE OF PEARL ROAD

BEARING

N04°48'06"W

ROYALTON ROAD S.R.82

PEARL ROAD S.R.42

PLANNING COMMISSION

THIS PLAN IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE

THIS 11TH DAY OF February, 2021.

[Signature]
Secretary

[Signature]
City Engineer

[Signature]
Mayor

[Signature]
City Council

[Signature]
City Engineer

[Signature]
Mayor

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City Council

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City Council

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City Engineer

ACCEPTANCE

I (We) the undersigned owner(s) of the land shown herein, do hereby accept this

Lot Split as shown herein.

[Signature]
Print Name: Title: City of Strongsville

NOTARY

I, S.S. BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID

PERSONALLY APPEAR THE ABOVE SIGNED *[Signature]* WHO DID

ACKNOWLEDGE THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS/HER/THEIR FREE

ACT AND DEED, IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL

AT STRONGSVILLE, OHIO THIS 11TH DAY OF February, 2021.

[Signature]
Notary Public

[Signature]
Notary Public

[Signature]
Notary Public

[Signature]
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SURVEY LEGEND

Denotes Calculated Distance or Angle

Denotes Predecessor Distance or Angle

Denotes Successor Distance or Angle

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Denotes Predecessor Distance or Angle

404

Parcel A = Chamber Bldg. DEN 396-17-120

Parcel B = Old Town Hall DEN 396-17-121



Cuyahoga County GIS Viewer



100 0 50 100 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Date Created: 5/9/2023

Legend

- ☐ Municipalities
- ☐ Right Of Way
- ☐ Platted Centerline
- ☐ Parcel

EXHIBIT C

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP