

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 042

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT GRANTS OF EASEMENT FOR PUBLIC STORM AND SANITARY SEWER SYSTEM PURPOSES FROM ROBERT J. WDOWIAK AND ST. JOHN EVANGELICAL LUTHERAN CHURCH OF BERA, OHIO, IN CONNECTION WITH THE PROSPECT ROAD SANITARY RELOCATION PROJECT FOR 2014, AND DECLARING AN EMERGENCY.

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

Section 1. That the Council hereby authorizes the Mayor to accept Grants of Easement for Public Storm and Sanitary Sewer System Purposes from **ROBERT J. WDOWIAK**, located at 9004 Prospect Road, Strongsville, Ohio and **ST. JOHN EVANGELICAL LUTHERAN CHURCH OF BERA, OHIO**, located at 8888 Prospect Road, Strongsville, Ohio, as set forth respectively in Exhibits 1 and 2, attached hereto and made a part hereof by reference, all in connection with the City's Prospect Road Sanitary Relocation Project for 2014.

Section 2. That the Clerk of Council is hereby directed to cause the aforesaid two Grants of Easement to be recorded in the office of the Cuyahoga County Fiscal Officer after their proper execution and receipt of evidence of title satisfactory to the Law Director.

Section 3. 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 4. 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 proceed with certain storm and sanitary sewer improvements, to assure proper drainage of water within the City, and 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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 042

Page 2

Michael J. Daymut
President of Council

Approved: Thomas S. Briner
Mayor

Date Passed: March 17, 2014

Date Approved: March 18, 2014

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maloney	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pirocka
Clerk of Council

ORD. No. 2014-042 Amended: _____
 1st Rdg. 03-17-14 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 03-17-14 Defeated: _____

CITY OF STRONGSVILLE

GRANT OF EASEMENT FOR PUBLIC STORM AND SANITARY SEWER SYSTEM PURPOSES

This Easement Grant is made between **ROBERT J. WDOWIAK**, unmarried, located at 9004 Prospect Road, Strongsville, Ohio 44149, who with his heirs, executors, legal representatives, and assigns, are herein jointly called "Grantor," and **THE CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, which with its successors and assigns is herein called "Grantee."

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 391-12-009; and

WHEREAS, the Grantee proposes to construct or cause to be constructed a storm and sanitary sewer system and appurtenances, on land to be dedicated to public use as an easement; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept a permanent and perpetual easement for the purposes of constructing, reconstructing, maintaining, operating, using, and repairing a storm and sanitary sewer system and appurtenances, within, across, through, and under the premises described and reflected in Exhibits A and B, attached hereto and incorporated herein by reference;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor, on behalf of himself and his heirs, legal representatives, successors and/or assigns, hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns a perpetual easement and right to enter upon the premises (herein called the "Easement Area") described in Exhibit "A," attached hereto and incorporated herein by reference, and to remove and/or replace trees or other items above and below the ground where necessary for the purposes of constructing, reconstructing, maintaining, installing, operating and repairing a storm and sanitary sewer system, including but not limited to sanitary and storm sewer pipes, manholes, headwalls, and appurtenances, and to

construct, reconstruct, maintain and operate and to make all repairs to such storm and sanitary sewer system and appurtenances connected herewith, in, into, upon, over, across and under the premises, that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or advisable, in order to maintain or operate said storm and sanitary sewer system and appurtenances in accordance with the applicable statutes, ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted.

In consideration thereof, the Grantor and Grantee further do hereby agree that Grantee will initially construct and install said storm and sanitary sewer system and appurtenances in accordance with the plans and specifications to be approved by the City Engineer of the City of Strongsville and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further agree that Grantee will pay the entire cost of said construction and installation of said storm and sanitary sewer system and appurtenances. Said storm and sanitary sewer system and appurtenances will become and remain the property of Grantee, its successors or assigns upon completion by the Grantee and approval by the City of Strongsville, its successors or assigns and its acceptance by the City of Strongsville.

Grantor acknowledges and agrees that Grantee will not be obligated to maintain landscaping and/or lawn areas within the Easement Area. Neither Grantor nor his heirs, legal representatives, successors or assigns will construct or place on the Easement Area any temporary or permanent structures or anything else that may interfere with the storm or sanitary sewer system or appurtenances.

The Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the storm or sanitary sewer system or appurtenances. Grantor further agrees to make no alterations to the Easement Area which would increase or reduce the depth of the storm or sanitary sewer system or in any way affect the system.

If the Grantor, his heirs, legal representatives, successors or assigns, desires to alter the Easement Area in any way other than as expressly permitted herein, the Grantor or his heirs, legal representatives, successors or assigns, must obtain the prior written approval of the City of Strongsville. Upon receipt of such approval, the Grantor will, at his own expense, relocate or reconstruct all or any portion of the storm and sanitary sewer system and appurtenances which is affected by such alteration and, where necessary, grant a new easement of not less than the width of the Easement under the same terms and conditions as herein provided. The relocated or reconstructed storm and sanitary sewer system and appurtenances, upon completion and approval by the Grantee, will become the property of the City of Strongsville, and, where necessary, the Grantor shall grant a new easement of not less than the width of this Easement under the same terms and conditions as herein provided.

Grantor hereby indemnifies and guarantees to save harmless the Grantee against any expense or damage to said storm and sanitary sewer system and appurtenances that

said Grantor and his heirs, legal representatives, successors or assigns may at any time cause by the installation, construction, reconstruction, maintenance, repair, or other use of the Easement Area within the limits of the above described Easement.

If the Grantor violates any of the provisions of the Easement, the Grantee, at the expense of the Grantor, may enter upon the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the provisions of the Easement.

The Grantor hereby reserves the right to use the premises (Easement Area) for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

The Grantor covenants with the Grantee that he is well-seized of the Easement Area as a good and indefeasible estate in fee simple, and has the right to grant and convey the Easement and the Easement Area in the manner and form herein written. The Grantor further covenants that he will warrant and defend the Easement Area with the appurtenances thereunto belonging and this Easement to Grantee, its successors and assigns, against all lawful claims and demands whatsoever for the purposes described herein, including all liens and encumbrances whatsoever.

This Grant of Easement will inure to the benefit of any governmental entity, person, firm or corporation who/which Grantee or any of its successors or assigns, will authorize to undertake the performance of work within the purposes of this Grant of Easement, or whom the Grantee permits to utilize the Easement Area.

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, and that no changes in this Easement Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate legal representatives, successors and assigns in accordance with law.


This Easement Agreement will be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above granted Easement, right-of-way, and storm and sanitary sewer system and appurtenances for the purposes above mentioned, unto Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, this instrument is executed this 28 day of FEBRUARY, 2014.

Signed and acknowledged in
the presence of:

"GRANTOR"



Robert J. Wdowiak, (unmarried)

HOWARD R. SELEE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

9701 BROOKPARK RD. • #231 • CLEVELAND, OHIO 44129
TELEPHONE (216) 398-0280
FAX (216) 351-0920

January 20, 2014
File No. 12007-Esmt_391-12-009

LEGAL DESCRIPTION **STORM and SANITARY EASEMENT TO THE CITY OF STRONGSVILLE** **P.P.N. 391-12-009 ~ Robert J. Wdowiak**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio in Town 5 North, Range 14 West, being in Original Lot Number 90, being part of land owned by Robert J. Wdowiak who claim title by deed filed in AFN 200005230479 of Cuyahoga County Deed Records on May 23, 2000 and more particularly described as follows:

Starting at a one inch iron pin monument found in the centerline intersection of Prospect Road (S.R. 237), right-of-way varies, and Fair Road, 60.00 feet wide;

Thence South $00^{\circ} 46' 15''$ East, along the centerline of said Prospect Road, a distance of 519.11 feet to a point;

Thence South $88^{\circ} 25' 20''$ West, a distance of 40.00 feet to the northwest corner of land known as Parcel No. 1 WD and owned by the State of Ohio who claim title by deed filed in AFN 200112140651 of Cuyahoga County Deed Records on December 14, 2001 and being the Principal Place of Beginning;

Thence South $88^{\circ} 25' 20''$ West, a distance of 25.95 feet to a point;

Thence South $45^{\circ} 50' 37''$ East, a distance of 50.76 feet to a point on the westerly right-of-way line of said Prospect Road;

Thence North $00^{\circ} 46' 15''$ West, along the said westerly right-of-way line of Prospect Road, a distance of 24.93 feet to the southeast corner of said Parcel No. 1 WD;

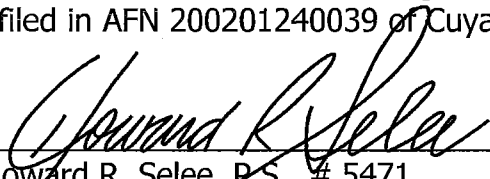
Thence South $89^{\circ} 13' 45''$ West, along the southerly line of said Parcel No. 1 WD, a distance of 10.00 feet;

EXHIBIT A

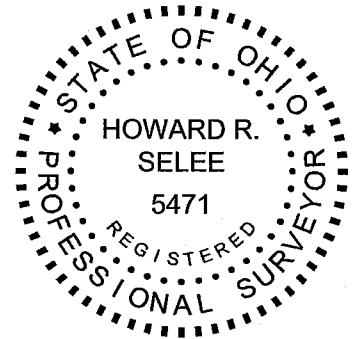
Thence North 00° 46' 15" West, along the westerly line of said Parcel No. 1 WD, a distance of 11.29 feet to the PRINCIPAL PLACE of BEGINNING and containing 0.0124 acres of land more or less, but subject to all legal highways as surveyed by Howard R. Selee, Registered Surveyor No. 5471 of HOWARD R. SELEE and ASSOCIATES, INC, Professional land Surveyor, dated January, 2014.

BASIS OF BEARINGS:

The value of South 00° 46' 15" East assigned to the centerline of Prospect Road as shown by the deed filed in AFN 200201240039 of Cuyahoga County Deed Records.

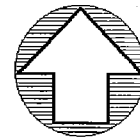


Howard R. Selee, P.S. # 5471
Howard R. Selee and Associates, Inc.

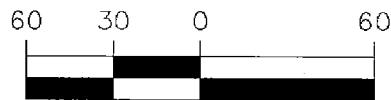


STORM SEWER and SANITARY SEWER EASEMENT TO THE CITY OF STRONGSVILLE

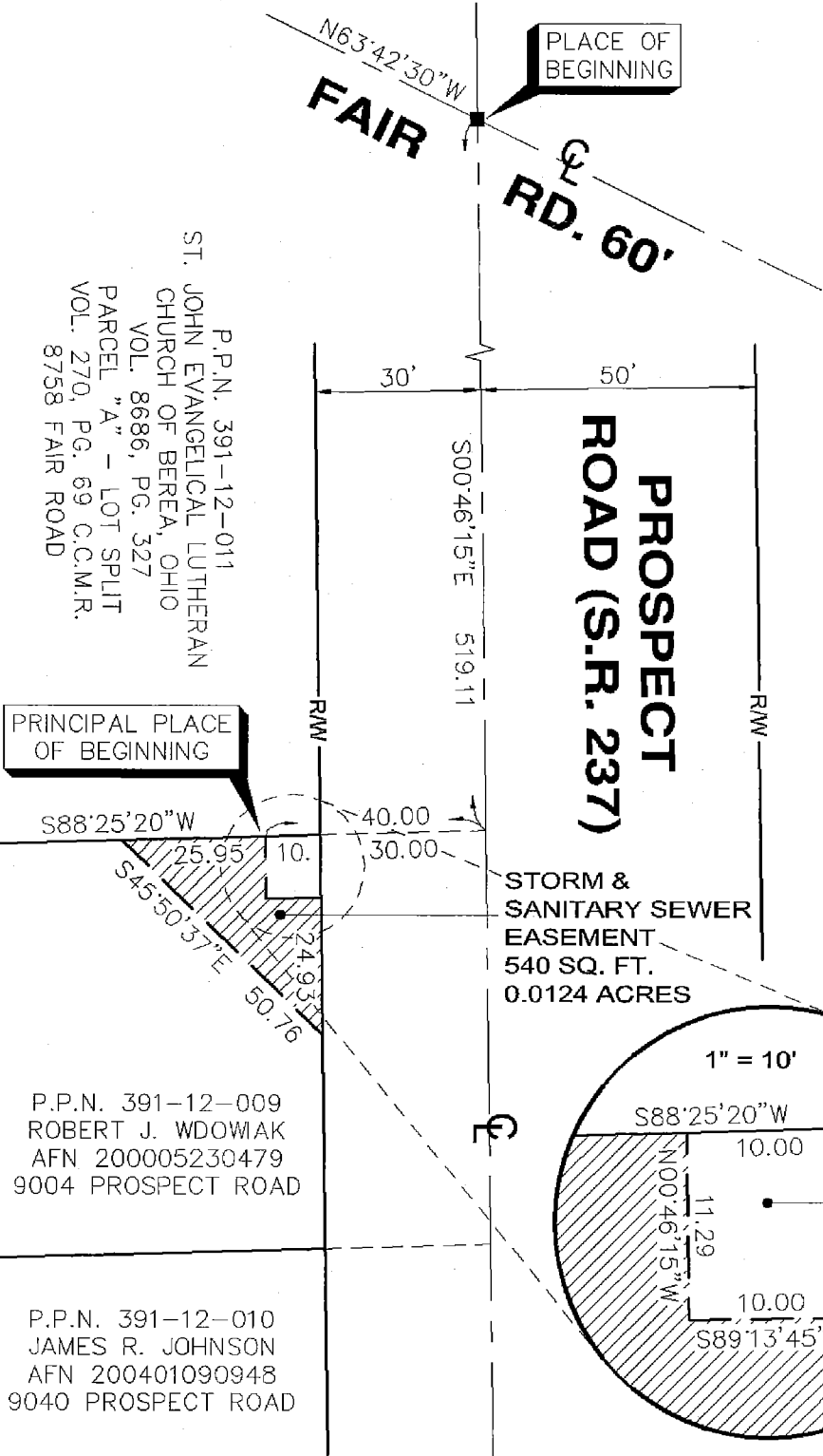
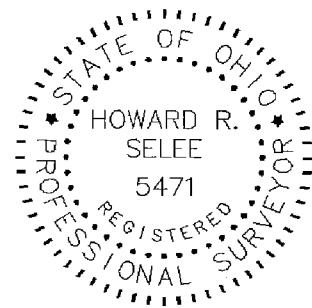
SITUATED IN THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, TOWN 5 NORTH, RANGE 14 WEST, BEING IN ORIGINAL LOT NUMBER 90.



NORTH
GRAPHIC SCALE



(IN FEET)
1 INCH = 60 FT.
JANUARY 2014

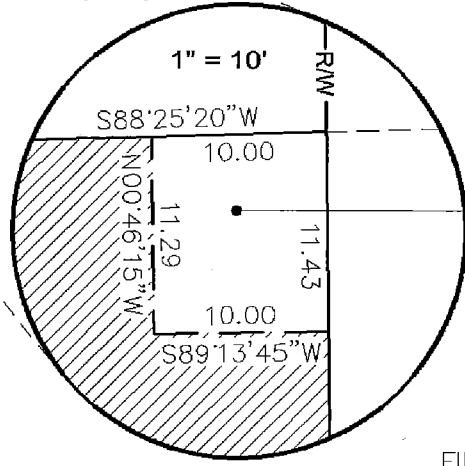


P.P.N. 391-12-011
ST. JOHN EVANGELICAL LUTHERAN
CHURCH OF BEREA, OHIO
VOL. 8686, PG. 327
PARCEL "A" - LOT SPLIT
VOL. 270, PG. 69, C.C.M.R.
8758 FAIR ROAD

PRINCIPAL PLACE OF BEGINNING

P.P.N. 391-12-009
ROBERT J. WDOIAK
AFN 200005230479
9004 PROSPECT ROAD

P.P.N. 391-12-010
JAMES R. JOHNSON
AFN 200401090948
9040 PROSPECT ROAD



PARCEL NO. 1 WD
STATE OF OHIO
AFN 200112140651

CITY OF STRONGSVILLE

GRANT OF EASEMENT FOR PUBLIC STORM AND SANITARY SEWER SYSTEM PURPOSES

This Easement Grant is made between **ST. JOHN EVANGELICAL LUTHERAN CHURCH OF BEREA, OHIO**, an Ohio non-profit corporation, located at 8888 Prospect Road, Strongsville, Ohio 44149, who with its successors and assigns, is herein called "Grantor," and **THE CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, which with its successors and assigns is herein called "Grantee."

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 391-12-011; and

WHEREAS, the Grantee proposes to construct or cause to be constructed a storm and sanitary sewer system and appurtenances, on land to be dedicated to public use as an easement; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept a permanent and perpetual easement for the purposes of constructing, reconstructing, maintaining, operating, using, and repairing a storm and sanitary sewer system and appurtenances, within, across, through, and under the premises described and reflected in Exhibits A and B, attached hereto and incorporated herein by reference;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor, on behalf of itself and its successors and/or assigns, hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns a perpetual easement and right to enter upon the premises (herein called the "Easement Area") described in Exhibit "A," attached hereto and incorporated herein by reference, and to remove and/or replace trees or other items above and below the ground where necessary for the purposes of constructing, reconstructing, maintaining, installing, operating and repairing a storm and sanitary sewer system, including but not limited to sanitary and storm sewer pipes, manholes, headwalls, and appurtenances, and to construct, reconstruct, maintain and operate and to make all repairs to such storm and sanitary sewer system and

appurtenances connected herewith, in, into, upon, over, across and under the premises, that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or advisable, in order to maintain or operate said storm and sanitary sewer system and appurtenances in accordance with the applicable statutes, ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted.

In consideration thereof, the Grantor and Grantee further do hereby agree that Grantee will initially construct and install said storm and sanitary sewer system and appurtenances in accordance with the plans and specifications to be approved by the City Engineer of the City of Strongsville and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further agree that Grantee will pay the entire cost of said construction and installation of said storm and sanitary sewer system and appurtenances. Said storm and sanitary sewer system and appurtenances will become and remain the property of Grantee, its successors or assigns upon completion by the Grantee and approval by the City of Strongsville, its successors or assigns and its acceptance by the City of Strongsville.

Grantor acknowledges and agrees that Grantee will not be obligated to maintain landscaping and/or lawn areas within the Easement Area. Neither Grantor nor its successors or assigns will construct or place on the Easement Area any temporary or permanent structures or anything else that may interfere with the storm or sanitary sewer system or appurtenances.

The Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the storm or sanitary sewer system or appurtenances. Grantor further agrees to make no alterations to the Easement Area which would increase or reduce the depth of the storm or sanitary sewer system or in any way affect the system.

If the Grantor, its successors or assigns, desires to alter the Easement Area in any way other than as expressly permitted herein, the Grantor or its successors or assigns, must obtain the prior written approval of the City of Strongsville. Upon receipt of such approval, the Grantor will, at its own expense, relocate or reconstruct all or any portion of the storm and sanitary sewer system and appurtenances which is affected by such alteration and, where necessary, grant a new easement of not less than the width of the Easement under the same terms and conditions as herein provided. The relocated or reconstructed storm and sanitary sewer system and appurtenances, upon completion and approval by the Grantee, will become the property of the City of Strongsville, and, where necessary, the Grantor shall grant a new easement of not less than the width of this Easement under the same terms and conditions as herein provided.

Grantor hereby indemnifies and guarantees to save harmless the Grantee against any expense or damage to said storm and sanitary sewer system and appurtenances that said Grantor and its successors or assigns may at any time cause by the installation, construction, reconstruction, maintenance, repair, or other use of the Easement Area within the limits of the above described Easement.

If the Grantor violates any of the provisions of the Easement, the Grantee, at the expense of the Grantor, may enter upon the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the provisions of the Easement.

The Grantor hereby reserves the right to use the premises (Easement Area) for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

The Grantor covenants with the Grantee that it is well-seized of the Easement Area as a good and indefeasible estate in fee simple, and has the right to grant and convey the Easement and the Easement Area in the manner and form herein written. The Grantor further covenants that it will warrant and defend the Easement Area with the appurtenances thereunto belonging and this Easement to Grantee, its successors and assigns, against all lawful claims and demands whatsoever for the purposes described herein, including all liens and encumbrances whatsoever.

This Grant of Easement will inure to the benefit of any governmental entity, person, firm or corporation who/which Grantee or any of its successors or assigns, will authorize to undertake the performance of work within the purposes of this Grant of Easement, or whom the Grantee permits to utilize the Easement Area.

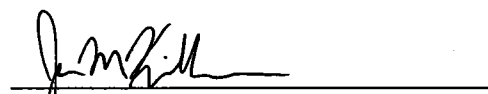
The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, that no changes in this Easement Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate successors and assigns in accordance with law; and that they are duly authorized to execute this document.

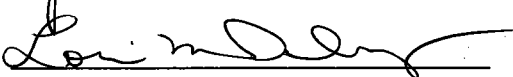
This Easement Agreement will be binding upon and inure to the benefit of the parties, their respective successors and assigns.

TO HAVE AND TO HOLD the above granted Easement, right-of-way, and storm and sanitary sewer system and appurtenances for the purposes above mentioned, unto Grantee and its successors and assigns forever.

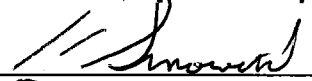
IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2014.

Signed and acknowledged in the presence of:





"GRANTOR"
ST. JOHN EVANGELICAL LUTHERN CHURCH OF BERE A, OHIO
(an Ohio non-profit corporation)

By: 

DAVID SINOWETSKI
Its: TRUSTEE

Title

Spencer Pienka
Nancy M. Sikorski

“GRANTEE”
CITY OF STRONGSVILLE

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

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **ST. JOHN EVANGELICAL LUTHERAN CHURCH OF BEREA, OHIO**, by David Sinawetski, its Trustee, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said non-profit corporation, and is his/her free act and deed as such officer/trustee.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville Ohio, this 12th day of March, 2014.

Nancy M. Sikorski
NOTARY PUBLIC

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

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 18th day of March, 2014.

Nancy M. Sikorski
NOTARY PUBLIC

NANCY M. SIKORSKI
Notary Public of Ohio
My Commission Exp. 3-14-2014 ²⁰¹⁹

HOWARD R. SELEE & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

9701 BROOKPARK RD. • #231 • CLEVELAND, OHIO 44129
TELEPHONE (216) 398-0280
FAX (216) 351-0920

January 20, 2014
File No. 12007-Esmt_391-12-011

EXHIBIT A

LEGAL DESCRIPTION

STORM and SANITARY EASEMENT TO THE CITY OF STRONGSVILLE P.P.N. 391-12-011 ~ Saint John Evangelical Lutheran Church

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio in Town 5 North, Range 14 West, being in Original Lot Number 90, being part of land owned by Saint John Evangelical Lutheran Church of Berea, Ohio who claim title by deed filed in Volume 8686, Page 327 of Cuyahoga County Deed Records on October 2, 1956 and more particularly described as follows:

Starting at a one inch iron pin monument found in the centerline intersection of Prospect Road (S.R. 237), right-of-way varies, and Fair Road, 60.00 feet wide;

Thence South $00^{\circ} 46' 15''$ East, along the centerline of said Prospect Road, a distance of 519.11 feet to a point;

Thence South $88^{\circ} 25' 20''$ West, a distance of 40.00 feet to the southwest corner of land known as Parcel No. 2 WD and owned by the State of Ohio who claim title by deed filed in AFN 200201240039 of Cuyahoga County Deed Records on January 24, 2002 and being the Principal Place of Beginning;

Thence South $88^{\circ} 25' 20''$ West, a distance of 25.95 feet to a point;

Thence North $45^{\circ} 50' 37''$ West, a distance of 41.02 feet to a point;

Thence North $44^{\circ} 09' 23''$ East, a distance of 70.77 feet to a point which is 15.00 feet west of the westerly right-of-way line of said Prospect Road;

Thence North $00^{\circ} 46' 15''$ West, parallel and distant 15.00 feet west of the westerly right-of-way line of said Prospect Road, a distance of 392.39 feet to a point;

Thence North $17^{\circ} 25' 50''$ West, a distance of 46.67 feet to a point on the southerly right-of-way line of said Fair Road;

Thence South $63^{\circ} 42' 30''$ East, along the southerly right-of-way line of said Fair Road, a distance of 31.87 feet to a point on the said westerly right-of-way line of Prospect Road;

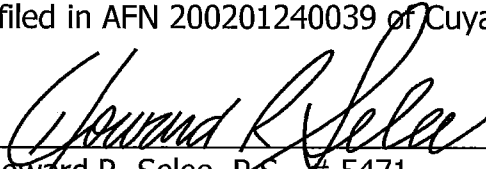
Thence South $00^{\circ} 46' 15''$ East, along the said westerly right-of-way line of Prospect Road, a distance of 422.60 feet to the northeast corner of said Parcel No. 2 WD;

Thence South $89^{\circ} 13' 45''$ West, along the northerly line of said parcel No. 2 WD, a distance of 10.00 feet to the northwest corner of said Parcel No. 2 WD;

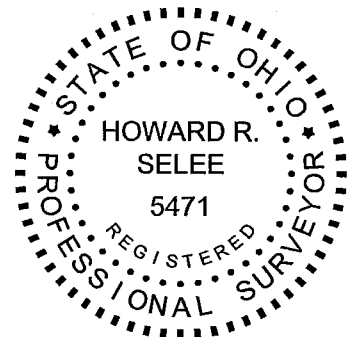
Thence South $00^{\circ} 46' 15''$ East, along the westerly line of said Parcel No. 2 WD, a distance of 78.71 feet to the PRINCIPAL PLACE of BEGINNING and containing 0.2140 acres of land more or less, but subject to all legal highways as surveyed by Howard R. Selee, Registered Surveyor No. 5471 of HOWARD R. SELEE and ASSOCIATES, INC, Professional land Surveyor, dated January, 2014.

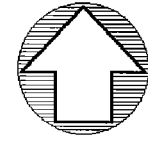
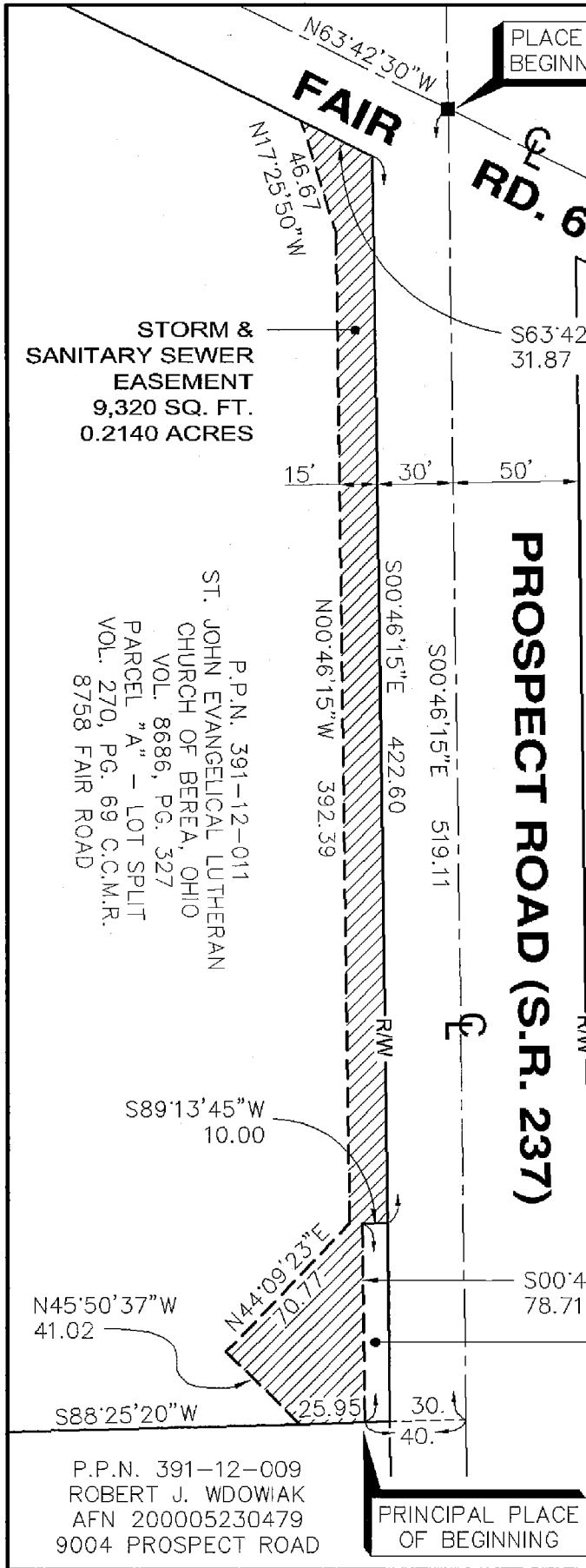
BASIS OF BEARINGS:

The value of South $00^{\circ} 46' 15''$ East assigned to the centerline of Prospect Road as shown by the deed filed in AFN 200201240039 of Cuyahoga County Deed Records.



Howard R. Selee, P.S. # 5471
Howard R. Selee and Associates, Inc.





NORTH
GRAPHIC SCALE



(IN FEET)
1 INCH = 60 FT.
JANUARY 2014

**STORM SEWER and
SANITARY SEWER
EASEMENT TO
THE CITY OF
STRONGSVILLE**

SITUATED IN THE CITY OF
STRONGSVILLE, COUNTY OF
CUYAHOGA AND STATE OF OHIO,
TOWN 5 NORTH, RANGE 14 WEST,
BEING IN ORIGINAL LOT NUMBER 90.



P.P.N. 391-12-009
ROBERT J. WDOWIAK
AFN 200005230479
9004 PROSPECT ROAD