

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 101**

**By: Mr. Maloney**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF VARIOUS REAL PROPERTY INTERESTS LOCATED AT 10901-10929 PROSPECT ROAD, IN CONNECTION WITH THE ALBION AND PROSPECT ROADS INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY. [Konstanzer-Gartman]**

WHEREAS, the City deems it to be in the best interest to purchase a portion of a parcel of property located at 10901-10929 Prospect Road, being part of Permanent Parcel No. 391-25-009, and other related interests in said real estate, in order to improve the Albion and Prospect Roads intersection; and

WHEREAS, the City has had the subject property interests appraised, and the property owner has requested additional monies beyond the appraised value due to additional time required for the temporary right-of-way easement; and

WHEREAS, after negotiations, the City has agreed to pay and the property owner has agreed to accept the total amount of \$17,115.00 for the subject property in fee simple and various related interests, including a utility easement and temporary right-of-way easement, all of which are \$590.00 above the appraised value.

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

**Section 1.** That this Council hereby finds and determines that the negotiated price of \$17,115.00 is a fair and reasonable amount to pay to the property owners for the acquisition of the property interests set forth in the attached Exhibits A-1, A-2 and A-3 of Exhibit 1, a copy of which is attached hereto and made a part hereof by reference; and this Council further finds and determines that it is in the public interest to pay such amount for the subject property interests in order to conserve public funds and proceed with the improvements to the Albion and Prospect Roads intersection without further delay.

**Section 2.** That this Council hereby authorizes the Mayor to enter into a Contract for Sale and Purchase of Real Property for the acquisition of a portion of the property located at 10901-29 Prospect Road and further identified as part of Permanent Parcel No. 391-25-009, and as more fully set forth in Exhibit 1, attached hereto and incorporated herein by reference, and a utility easement and temporary right-of-entry agreement for the grading and construction of roadway, retaining wall, traffic signals, driveway and walk, all as more fully set forth in Exhibits A-1, A-2 and A-3, part of Exhibit

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 101

Page 2

1, attached hereto and incorporated herein by reference, in connection with the Albion and Prospect Roads Intersection Improvements Project.

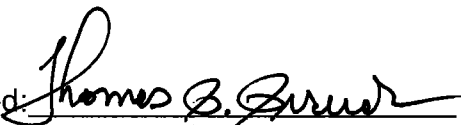
**Section 3.** That, upon receipt of a duly executed Warranty Deed from Konstanzer-Gartman, an Ohio general partnership, conveying said property to the City and evidence of title satisfactory to the Law Director, the Clerk of Council is hereby directed to cause the said Warranty Deed and other related necessary documents to be recorded in the office of the Cuyahoga County Fiscal Officer.

**Section 4.** That the Director of Finance be and is hereby authorized and directed to pay to Konstanzer-Gartman, an Ohio general partnership, the amount of \$17,115.00, in accordance with the terms and conditions set forth in Exhibit 1. Said funds have been appropriated and shall be paid from the General Capital Improvement Fund.

**Section 5.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 6.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid property interests in order to make improvements to the Albion and Prospect Roads intersection, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

Date Passed: May 19, 2014

Date Approved: May 20, 2014

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

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

ORD. No. 2014-101 Amended: \_\_\_\_\_  
1st Rdg. 125-19-14 Ref: \_\_\_\_\_  
2nd Rdg. Suspended Ref: \_\_\_\_\_  
3rd Rdg. Suspended Ref: \_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: 05-19-14 Defeated: \_\_\_\_\_

# **CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY**

WITHOUT BUILDING(S)

**10901-29 Prospect Road, Strongsville, Ohio 44136**

Permanent Parcel Nos.

**391-25-009**

PARCEL: 7 WD, T, U-1

Albion Road/Prospect Road Intersection

This Agreement is by and between the City of Strongsville [hereinafter "Purchaser"] and Konstanzer-Gartman, an Ohio general partnership [hereinafter "Seller"; "Seller" includes all of the foregoing named persons or entities].

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

## **1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$17,115.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed (see attached Exhibit "A") and/or if the take constitutes something less than fee simple for the property required (see attached Exhibit "B") including all fixtures and improvements; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

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

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

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

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

Seller of the rights, titles, and estates described in Exhibit "B" constitute something less than a fee simple interest in the real property, such conveyance shall be by a good and sufficient easement (temporary or permanent) or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower or curtesy.

**3. Supplemental Instruments**

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

**4. Warranty of Title**

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

**5. Elimination of Others' Interests**

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

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

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

**7. Closing Date**

Prior to acceptance by the Purchaser, the execution of this Contract by the Seller shall constitute an offer to sell which shall continue for a period of sixty (60) days from the date of such execution and delivery to Purchaser. Upon acceptance of this Contract by the Purchaser within said period, it shall constitute a valid and binding Contract of Sale and Purchase. However, this Contract is specifically contingent upon all of the following: (A) approval of the transaction and all of the terms and conditions contained in this Contract by the Council of the City of Strongsville by Ordinance approving and authorizing this Contract; and (B) approval of the Ordinance by the Mayor's signature thereon. Should Council fail to pass or the Mayor fail to approve this Contract within sixty (60) days from the date of its execution by the Seller(s), this Contract shall be null and void and neither Seller(s) nor Purchaser shall have any further obligation to the other hereunder. Seller(s) acknowledge that they are bound by this Contract

upon their signature hereon and my not revoke their obligations hereunder during the sixty (60) day acceptance period by Purchaser.

Seller agrees that the Purchaser may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this Contract, which shall be made at a time and place agreed upon between the parties, but no later than ten days after notification of the Seller by the Purchaser that Purchaser is ready to close. Seller shall deposit a general warranty deed into escrow no later than three (3) days prior to the closing date.

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

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

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

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

**10. Right to Repurchase**

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

**11. Binding Agreement**

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

**12. Multiple Originals**

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

**13. Entire Agreement**

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

**14. Amendments and Modifications**

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

IN WITNESS WHEREOF, the parties hereto, City of Strongsville and Konstanzer-Gartman, an Ohio general partnership have executed this Agreement on the date(s) indicated immediately below their respective signatures.

**"Purchaser"**  
City of Strongsville

By: Thomas P. Perciak  
Mayor Thomas P. Perciak

**"Seller"**  
Konstanzer-Gartman, an Ohio  
general partnership

George Konstanzer  
George Konstanzer

Judy Wilson  
Judy Wilson

Date: May 20, 2014

Date: 4-23-14

State Of OHIO, County Of Cuyahoga ss:

Be It Remembered, that on the 4<sup>th</sup> day of April, 2014,  
before me the subscriber, a Notary Public in and for said state and county, personally came the  
above named George Konstanzer  
Judy Wilson, who acknowledged being a general or managing  
partner(s) and duly authorized agent(s) of Konstanzer-Gartman, an Ohio general partnership,  
and who acknowledged the foregoing instrument to be the voluntary act and deed of said  
entity.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal  
on the day and year last aforesaid.



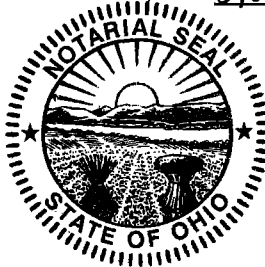
PAUL J MINELLO  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 12-02-2015

Paul J. Minello  
Notary Public  
My Commission

STATE OF OHIO                     )  
  ) ss.  
COUNTY OF CUYAHOGA        )

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 20th day of May, 2014.



NANCY M SIKORSKI  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
03-14-2019

Nancy M. Sikorski  
Notary Public  
My Commission Expires:

#### CERTIFICATION OF FUNDS

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance

#### CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Contract this 20th day of May, 2014.

Kenneth A. Kraus  
Kenneth A. Kraus, Law Director

**RESOLUTION OF  
Konstanzer-Gartman, an Ohio general partnership**

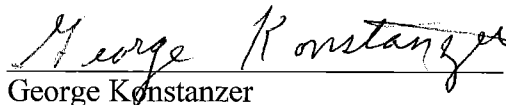
WHEREAS, the City of Strongsville, Ohio desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by this Partnership, and more particularly described as follows:

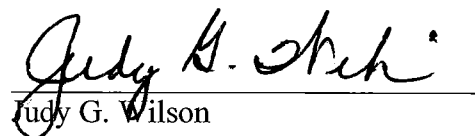
PARCEL(S): 7 WD, U, T  
Albion Road/Prospect Road Intersection

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

WHEREAS, the City of Strongsville, Ohio has offered the sum of \$17,115.00 for the purchase of said certain parcel or parcels of land.

NOW THEREFORE BE IT RESOLVED, by the Sole Partners of Konstanzer-Gartman, an Ohio general partnership that George Konstanzer and Judy G. Wilson are, the duly authorized, empowered and acting Managing Partners of Konstanzer-Gartman, an Ohio general partnership for the purpose of executing and delivering to the City of Strongsville, Ohio all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from Konstanzer-Gartman, an Ohio general partnership to the City of Strongsville, Ohio, for the hereinabove mentioned consideration.

  
George Konstanzer

  
Judy G. Wilson



**PROSPECT ROAD (S.R. 237) / ALBION ROAD**  
**Intersection Improvement**  
**Auditor's Parcel No. 391-25-009**  
**PARCEL No. 7-WD**

Description of land over which permanent easement is required for grading and construction of roadway, retaining wall, traffic signals, driveway and walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 73 and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence N 00°12'06" E, along said centerline of Prospect Road, a distance of 55.30 feet to a point;

Thence N 89°47'54" W to the easterly Right-of-Way line of said Prospect Road and the westerly line of land conveyed to Konstanzer-Gartman, an Ohio general partnership by deed recorded in Volume 80223, Page 54 of the Cuyahoga County Deed Records, a distance of 50.00 feet to a point, said point being located 50.00 feet RIGHT of Prospect Road Station 68+66.50 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence S 62°52'15" E, a distance of 25.88 feet where set a capped iron pin (A.E. Marks S-8616);

Thence N 86°40'21" E to a point in the easterly line of said land conveyed to Konstanzer-Gartman, an Ohio general partnership and the westerly line of land conveyed to David Joseph Dora by deed recorded in Volume 9924, Page 47 of the Cuyahoga County Deed Records, a distance of 162.07 feet where set a capped iron pin (A.E. Marks S-8616);

Thence S 00°11'10" W, along the easterly line of said land conveyed to Konstanzer-Gartman, an Ohio general partnership and the westerly line of said land conveyed to David Joseph Dora, a distance of 9.02 feet where set a capped iron pin (A.E. Marks S-8616);

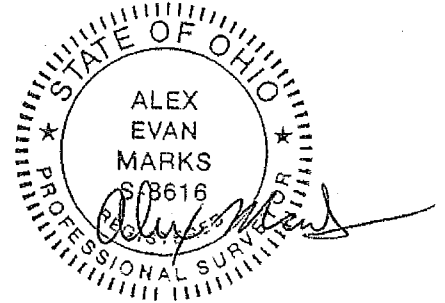
Thence S 86°40'20" W, along northerly Right-of-Way line of said Albion Road to the easterly Right-of-Way line of Prospect Road, a distance of 185.19 feet to a point;

Thence N 00°12'06" E, along the easterly Right-of-Way line of said Prospect Road, a distance of 22.16 feet to the **Principal Point of Beginning** enclosing 1818.30 square feet, (0.042 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Capped iron pins set are 5/8" in diameter rebar with a yellow R.E. Warner PS 8616 plastic cap.

Prior Deed Record: Volume 12789, Page 599 recorded in Cuyahoga County Deed Records.



**PROSPECT ROAD (S.R. 237) / ALBION ROAD**  
**Intersection Improvement**  
**Auditor's Parcel No. 391-25-009**  
**PARCEL No. 7-U**

Description of land over which a utility easement is required for the installation, maintenance and operation of utility pole anchors, guy wires and appurtenances.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 73 and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence N 00°12'06" E, along said centerline of Prospect Road, a distance of 55.30 feet to a point;

Thence S 89°47'54" E to the easterly Right-of-Way line of said Prospect Road and the westerly line of land conveyed to Konstanzer-Gartman, an Ohio general partnership by deed recorded in Volume 80223, Page 54 of the Cuyahoga County Deed Records, a distance of 50.00 feet to a point, said point being located 50.00 feet RIGHT of Prospect Road Station 68+66.50 where set a capped iron pin (A.E. Marks S-8616);

Thence S 62°52'15" E, a distance of 14.18 feet to the **Principal Point of Beginning** of the parcel herein described;

Thence N 58°22'18" E, a distance of 24.94 feet to a point;

Thence S 03°19'39" E, a distance of 11.36 feet to a point;

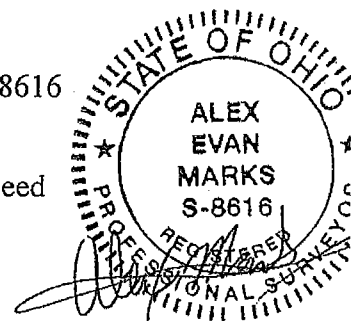
Thence S 58°22'18" W, a distance of 13.49 feet to a point;

Thence N 62°52'15" W, a distance of 11.70 feet to the **Principal Point of Beginning** enclosing 192.11 square feet, (0.004 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Capped iron pins set are 5/8" in diameter rebar with a yellow R.E. Warner PS 8616 plastic cap.

Prior Deed Record: Volume 12789, Page 599 recorded in Cuyahoga County Deed Records.



**PROSPECT ROAD (S.R. 237) / ALBION ROAD**  
**Intersection Improvement**  
**Auditor's Parcel No. 391-25-009**  
**PARCEL No. 7-T**

Description of land over which temporary easement is required for grading and construction of retaining wall, driveway and walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 73 and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence N 00°12'06" E, along said centerline of Prospect Road, a distance of 55.30 feet to a point;

Thence N 89°47'54" W to the easterly Right-of-Way line of said Prospect Road and the westerly line of land conveyed to Konstanzer-Gartman, an Ohio general partnership by deed recorded in Volume 80223, Page 54 of the Cuyahoga County Deed Records, a distance of 50.00 feet to a point, said point being located 50.00 feet RIGHT of Prospect Road Station 68+66.50 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence N 00°12'06" E, along said southerly Right-of-Way line of Prospect Road, a distance of 11.22 feet to a point;

Thence S 62°52'15" E, a distance of 40.07 feet to a point;

Thence N 86°40'21" E, a distance of 109.65 feet to a point;

Thence N 03°19'39" W, a distance of 4.20 feet to a point;

Thence N 86°40'21" E to the easterly line of said land conveyed to Konstanzer-Gartman, an Ohio general partnership and the westerly line of land conveyed to David Joseph Dora by deed recorded in Volume 9924, Page 47 of the Cuyahoga County Deed Records, a distance of 39.99 feet to a point;

Thence S 00°11'10" W, along the easterly line of said land conveyed to Konstanzer-Gartman, an Ohio general partnership and the westerly line of said land conveyed to David Joseph Dora, a distance of 8.22 feet where set a capped iron pin (A.E. Marks S-8616);

Thence S 86°40'21" W, a distance of 162.07 feet where set a capped iron pin (A.E. Marks S-8616);

Thence N 62°52'15" W, a distance of 25.88 feet to the **Principal Point of Beginning** enclosing 1120.11 square feet, (0.026 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Capped iron pins set are 5/8" in diameter rebar with a yellow R.E. Warner PS 8616 plastic cap.

Prior Deed Record: Volume 12789, Page 599 recorded in Cuyahoga County Deed Records.

