

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 157

By: Mr. Maloney

**AN ORDINANCE REPEALING ORDINANCE NO. 2014-130 AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF VARIOUS REAL PROPERTY INTERESTS LOCATED AT 11062 PROSPECT ROAD, IN CONNECTION WITH THE ALBION AND PROSPECT ROADS INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.  
[Hahn]**

WHEREAS, the City deems it to be in the best interest to purchase a portion of a parcel of property located at 11062 Prospect Road, being part of Permanent Parcel Nos. 392-10-022 and 392-10-023, 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 the increase in the value of the required landscaping; and

WHEREAS, after negotiations, the City has agreed to pay and the property owner has agreed to accept the total amount of \$9,000.00 for the subject property in fee simple and various related interests, including temporary right-of-way easements, all of which are \$2,578.00 above the appraised value; and

WHEREAS, as a consequence, it is not necessary for the City to proceed with Council's prior authorization under Ordinance No. 2014-130, for appropriation of said property interests through the Probate Court.

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

**Section 1.** That Ordinance No. 2014-130 is hereby repealed.

**Section 2.** That this Council hereby finds and determines that the negotiated price of \$9,000.00 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, A-3 and A-4 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 3.** 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 11062 Prospect Road and further identified as part of Permanent Parcel Nos. 392-10-022 and 392-10-023, and as more fully set forth in Exhibit 1, attached hereto and incorporated herein by reference, and temporary right-of-entry easements for the grading and construction of roadway, traffic signals, driveway, storm sewers, a headwall, and walks, all as more fully set forth in Exhibits A-1, A-2, A-3 and A-4, part of Exhibit 1, attached hereto and incorporated herein by reference, in connection with the Albion and Prospect Roads Intersection Improvements Project.

**Section 4.** That, upon receipt of a duly executed Warranty Deed from Sang Ki Hahn and Junga Ja Kim Hahn (the latter through Durable General Power of Attorney as attached hereto), husband and wife, conveying said property to the City and any other required documents, along with 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 5.** That the Director of Finance be and is hereby authorized and directed to pay to Sang Ki Hahn and Junga Ja Kim Hahn, husband and wife, the amount of \$9,000.00, in accordance with the terms and conditions set forth in Exhibit 1. Said funds have been appropriated and shall be paid from the General Capital Improvement Fund.

**Section 6.** 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 7.** 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, to ensure safe movement of vehicles and traffic within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 157

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Michael Daymut  
President of Council

Approved: James J. Savier  
Mayor

Date Passed: September 2, 2014

Date Approved: September 3, 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 Primitka  
Clerk of Council

ORD. No. 2014-157 Amended: \_\_\_\_\_  
 1st Rdg. 09-02-14 Ref: \_\_\_\_\_  
 2nd Rdg. Suspended Ref: \_\_\_\_\_  
 3rd Rdg. Suspended Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 09-02-14 Defeated: \_\_\_\_\_

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY**  
WITHOUT BUILDING(S)  
**11062 Prospect Road, Strongsville, Ohio 44136**

Permanent Parcel Nos.  
392-10-022 and 392-10-023

PARCEL: 3 T & 4 WD, T-1, T-2  
Albion Road/Prospect Road Intersection

This Agreement is by and between the City of Strongsville [hereinafter "Purchaser"] and Sang Ki Hahn and Junga Ja Kim Hahn, Husband and Wife [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 \$9,000.00, 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 Sang Ki Hahn and Junga Ja Kim Hahn have executed this Agreement on the date(s) indicated immediately below their respective signatures.

**"Purchaser"**  
City of Strongsville

**"Seller"**  
Sang Ki Hahn and Junga Ja Kim Hahn

By: *Thomas P. Perciak*  
Mayor Thomas P. Perciak

*[Signature]*  
Sang Ki Hahn  
*[Signature] POA*  
Junga Ja Kim  
By Sang Ki Hahn,  
Attorney-in-Fact  
Instrument No. 201408040363

Date: *Sept 3, 2014*

Date: *7-29-14*

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF CUYAHOGA        )

BE IT REMEMBERED, that on the 29<sup>th</sup> day of July, 20 14, before me the subscriber, a Notary Public in and for said State and County, personally came the above-named Sang Ki Hahn and Junga Ja Kim Hahn, who signed and acknowledged the signing of the foregoing instrument to be their voluntary and free act and deed.

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



ALBANO MAHILAJ  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
12/22/2018

*Albano Mahilaj*  
Notary Public  
My Commission Expires: 12/22/18

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 3rd day of September, 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.

September 3, 2014  
Date

[Signature]  
Director of Finance

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing Contract this 3rd day of September, 2014.

[Signature]  
Kenneth A. Kraus, Law Director

**201408040363**

## **DURABLE GENERAL POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That I, **JUNG JA K. HAHN**, of **Broadview Heights, Ohio**, do hereby make constitute and appoint the following person, if able and willing to serve:

**SANG KI Hahn, my spouse,**  
**residing at 1352 Homestead Creek Drive, Broadview Heights, OH 44147**

as my true and lawful attorney-in-fact, to act for me and in my name, place and stead, to do any and all things which I might do if personally present and acting for myself, in and about any and all of my business and affairs, including (but not by this specification or particular powers in anywise limiting the generality of this power of attorney) the power to:

1. Sell and convey by deed or other instrument of general warranty or otherwise, with or without the customary covenants, any and all real estate, bonds, debentures, notes, stock, or other property, real or personal tangible, which I may own or have the right to dispose of, upon such terms and conditions as my attorney-in-fact deems best.
2. Waive notice and consent to the holding of, and to vote and to give consents in writing as my proxy with power of substitution at, all regular or special meetings of stockholders of any corporation in which I am a stockholder, with all powers which I should have if then personally present.
3. Lease any real estate in which I have an interest for any term and upon such terms and conditions as my attorney-in-fact deems best.
4. Sell and dispose of my business or any business in which I may be interested in the future upon such terms and conditions as my attorney-in-fact deems best.
5. Invest any funds of mine in savings accounts, bonds, debentures, notes and common or preferred stocks as my attorney-in-fact deems best but without any obligation to make investments.
6. Exercise any and all incidents of ownership or control over every health, accident, (life or endowment) insurance policy, which I own or control, including, but not by way of limitation, (right to borrow upon, modify or surrender the same for cash value or otherwise), the right to exercise any and all rights, options and privileges in connection therewith, the right to collect and receive disability income, annuity payments, dividends and other distributions therefrom, provided, however, that

such power with respect to life insurance shall not be exercisable by my attorney-in-fact as to any policy on his/her own life, and shall be exercisable as to any policy on my life only in such a way as will not materially distort my estate planning arrangements.

7. To waive any doctor-patient privilege and lawyer-client privilege I may possess, so that my said attorney may obtain access to medical and legal records and files and related information which otherwise might be privileged and could not be turned over to my said attorney.
8. Collect any and all sums of money due to me from any person, firm, corporation or governmental organization (including Medicare or Medicaid claims), and to compromise the same in the discretion of my said attorney-in-fact.
9. Pay, compromise, adjust and discharge any and all debts or obligations which may be owing by me to other persons, firms or corporations.
10. Draw and endorse checks as to checking accounts and withdraw funds from savings accounts, even though I do not herein identify such accounts by number or description, and sign and endorse promissory notes, draw, accept and endorse bills of exchange, and waive demand, notice, and notice of protest of all such commercial paper.
11. Have access to any safe deposit box of which I am owner and to have the right to remove therefrom any of the contents of such safe deposit box and even though I do not herein identify such deposit box by number or location.
12. Borrow money and mortgage, pledge and hypothecate any and all real estate, notes, stock, bonds and other personal property, tangible or intangible, which I may own or have the right to mortgage, pledge or hypothecate.
13. Make, execute, acknowledge and deliver any and all contracts in my name and on my behalf, with full authority to make representations and warranties.
14. Prepare, execute, acknowledge and file on my behalf, any and all personal property tax, income tax, gift tax or other tax returns or claims for refund of taxes with any governmental authorities (Federal, State, County or Municipal) allocate any generation-skipping tax exemption available to me. execute consents, including agreements to a later determination, assessment and collection of taxes than is provided for by statutes of limitation and extend the statutory period of limitation. and receive and receipt for refunds of taxes to which I may entitled.
15. To commence and carry on, or to defend, at law or in equity, all actions, suits and other proceedings in which I or my real or personal property may be in any way

concerned. to compound, compromise, settle and adjust all claims (including tax claims), in favor of or against me, upon such terms as to said attorney may seem proper.

16. Transfer any asset of mine to any revocable or irrevocable intervivos trust established by me.
17. Discuss any of my finances with my accountant or lawyer, and to that end I hereby specifically waive the attorney-client relationship and authorize my lawyer or accountant to deliver information or documents to my attorney-in-fact.
18. To make gifts from any and all of my property, both real and personal, tangible and intangible, to any and all of my descendants, in an amount not to exceed the amount of the current annual exclusion allowed by the Internal Revenue Service. My agent is expressly authorized to make gifts of my property to himself/herself in my agent's sole discretion.
19. Appoint agents or attorneys to represent me in connection with my business and affairs and represent me in any Court, Board or Tax Department (Federal, State, County or Municipal, including the Treasury Department of the United States of America and the United States Tax Court) to employ and pay reasonable compensation to agents, accountants, attorneys and investment counsel to assist in the exercise of any of the foregoing powers.
20. To transfer any of my property to comply with applicable state and federal Medicaid regulations, including transfer to my agent named herein.
21. Exercise any and all incidents of ownership or control over every Retirement Account that I own or have a right to.

Further, I hereby nominate my attorney-in-fact as guardian of my person, estate or both, if proceedings, for the appointment of guardian are later necessary and/or commenced. I hereby waive the bond requirement for my guardians.

This Power of Attorney shall not be affected by disability of the principal. This Power of Attorney may be terminated either by me or by said attorney by giving written notice of such termination to the other. An executed duplicate of this Power of Attorney, or a photostatic copy thereof, delivered by me or by said attorney to any third party will be conclusive against me and said attorney as to such third party that this Power of Attorney has not been terminated and will continue in effect until such third party is advised by written notice from me or from said attorney of such termination. This Power of Attorney shall be governed by Ohio law.

I expressly declare, understand and agree that the enumeration of any specific powers hereunder shall not be construed as limiting the general powers intended to be conferred upon

my attorney-in-fact, it being my purpose to give my attorney-in-fact full power and authority, in such attorney's uncontrolled and absolute discretion, to do any and all things which I might do if personally present in and about any and all of my business and affairs.

My attorney-in-fact shall be entitled to fair and reasonable compensation for the services they render as fiduciaries. My attorney-in-fact shall also be reimbursed for the reasonable costs and expenses incurred in connection with their fiduciary duties under this power of attorney.

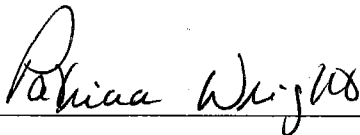
This Power of Attorney shall, if not sooner revoked by me, remain in full force and effect until my death. All powers of attorney heretofore given or executed by me are hereby revoked. Pursuant to the applicable provisions of Section 1337.09 of the Ohio Revised Code, this power of attorney shall not be affected by my disability, incapacity, or adjudged incompetency.

I hereby reserve all rights on my part to do personally any act which said attorney is hereby authorized to perform, and to grant similar powers of attorney to others.

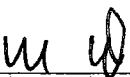
**IN WITNESS WHEREOF**, I have hereunto set my hand, this 28 day of July, 2014, at Broadview Heights, Ohio.

  
JUNG JA K. HAHN

Signed and acknowledged in the present of:

  
\_\_\_\_\_

Residing at: 1100 TOLLIS PKWY #107  
BROADVIEW HTS. OH

  
Brittany Savol  
\_\_\_\_\_

Residing at 8960 ACRE DR  
SAGAMORE HILLS, OH.

STATE OF OHIO                    )  
  )  ss:  
COUNTY OF CUYAHOGA    )

Before me, a Notary Public in and for said County and State, personally appeared the above-named **JUNG JA K. HAHN**, who acknowledged that he/she did sign the foregoing instrument and the same is his/her free and voluntary act and deed.

In testimony whereof, I have hereunto set my hand and official seal at Broadview Heights, Ohio, this 28 day of July, 2014

Carol L. Hekovic  
Notary Public

Seal                                    Sept. 14, 2014  
  Expiration Date

This instrument prepared by:  
VINCE RUFFA  
RUFFA GRANDINETTI  
Attorneys at Law  
1000 West Wallings Road, Suite A  
Broadview Heights, OH 44147  
440-746-1000

**PROSPECT ROAD (S.R. 237) / ALBION ROAD**  
**Intersection Improvement**  
**Auditor's Parcel No. 392-10-022**  
**PARCEL No. 3-T**



Description of land over which temporary easement is required for grading and construction of walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of subplot No. 6 in the Prospect Road Subdivision and being part of original Strongsville Township Lot No. 88, as shown by the recorded plat in Volume 152 of Maps, Page 5 of Cuyahoga County Records, 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 S 00°12'06" W, along said centerline of Prospect Road, a distance of 124.20 feet to a point;

Thence N 89°47'54" W to the westerly Right-of-Way line of said Prospect Road and the northeast corner of land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn by deed recorded in Volume 7158, Page 51 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet LEFT of Prospect Road Station 66+87.00 and being the **Principal Point of Beginning** of the parcel herein described;

Thence S 00°12'06" W, along said westerly Right-of-Way line of Prospect Road to the southeasterly corner of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn and the northeasterly corner of land conveyed to Kevin J. Ohmer by Instrument Number 200906260781 recorded in Cuyahoga County Deed Records, a distance of 86.00 feet to a point;

Thence S 88°45'11" W, along northerly line of said land conveyed to Kevin J. Ohmer and southerly line of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn, a distance of 5.00 feet to a point;

Thence N 00°12'06" E to the northerly line of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn, a distance of 86.00 feet to a point;

Thence N 88°45'11" E, along the northerly line and southerly line of said lands conveyed to Sang Ki Hahn and Junga Ja Kim Hahn, a distance of 5.00 feet to the **Principal Point of Beginning** enclosing 430.00 square feet, (0.010 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 aforementioned. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Prior Deed Record: Volume 823, Page 51 recorded in Cuyahoga County Deed Records.

**PROSPECT ROAD (S.R. 237) / ALBION ROAD**  
**Intersection Improvement**  
**Auditor's Parcel Nos. 392-10-022 & 392-10-023**  
**PARCEL No. 4-WD**

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

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of subplot Nos. 5 and 6 in the Prospect Road Subdivision and being part of original Strongsville Township Lot No. 88, as shown by the recorded plat in Volume 152 of Maps, Page 5 of Cuyahoga County Records, 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 S 00°12'06" W, along said centerline of Prospect Road, a distance of 76.76 feet to a point;

Thence N 89°47'54" W to the westerly Right-of-Way line of said Prospect Road and in the easterly line of land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn by deed recorded in Volume 7158, Page 51 of Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet LEFT of Prospect Road Station 67+34.44 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence N 03°37'11" W, a distance of 1.50 feet where set a capped iron pin (A.E. Marks S-8616);

Thence northwesterly along a curve deflecting to the left, radius of 43.50 feet, a delta angle of 88°35'17", an arc distance of 67.26 feet, and a chord bearing N 47°54'49" W and a distance of 60.76 feet where set a capped iron pin (A.E. Marks S-8616);

Thence N 73°37'50" W to the southerly Right-of-Way line of said Albion Road, a distance of 4.71 feet where set a capped iron pin (A.E. Marks S-8616);

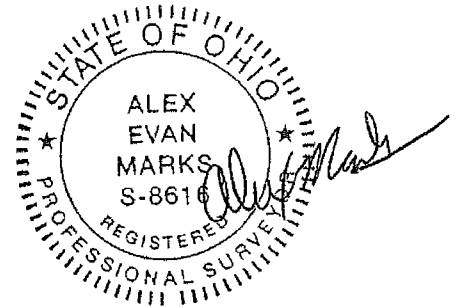
Thence N 87°47'26" E, along the southerly Right-of-Way line of said Albion Road, a distance of 49.90 feet to a point;

Thence S 00°12'06" W along westerly Right-of-Way line of said Prospect Road, a distance of 45.47 feet to the **Principal Point of Beginning** enclosing 519.18 square feet (0.012 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 823, Page 51 recorded in Cuyahoga County Deed Records.



**PROSPECT ROAD (S.R. 237) / ALBION ROAD**  
**Intersection Improvement**  
**Auditor's Parcel No. 392-10-023**  
**PARCEL No. 4-T1**

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

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of sublot No. 5 in the Prospect Road Subdivision and being part of original Strongsville Township Lot No. 88, as shown by the recorded plat in Volume 152 of Maps, Page 5 of Cuyahoga County Records, 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 S 00°12'06" W, along said centerline of Prospect Road, a distance of 76.76 feet to a point;

Thence N 89°47'54" W to the westerly Right-of-Way line of said Prospect Road and in the easterly line of land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn by deed recorded in Volume 7158, Page 51 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet LEFT of Prospect Road Station 67+34.44 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence S 00°12'06" W, along said westerly Right-of-Way line of Prospect Road to the southeast corner of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn, a distance of 47.44 feet to a point;

Thence S 88°45'11" W, along the northerly line and southerly line of said lands conveyed to Sang Ki Hahn and Junga Ja Kim Hahn, a distance of 5.00 feet to a point;

Thence N 00°12'06" E, a distance of 42.85 feet to a point;

Thence N 19°03'28" E, a distance of 41.31 feet to a point;

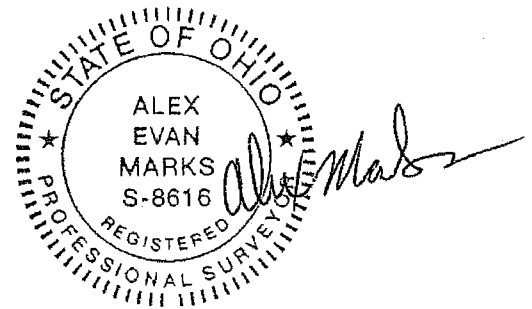
Thence southeasterly along a curve deflecting to the right, radius of 43.50 feet, a delta angle of 51°17'51", an arc distance of 38.95 feet, and a chord bearing S 29°16'06" W and a distance of 37.66 feet where set a capped iron pin (A.E. Marks S-8616);

Thence S 03°37'11" E, a distance of 1.50 feet to the **Principal Point of Beginning** enclosing 476.31 square feet, (0.011 acres) of land, more or less, but subject to all legal highways and easements of record.

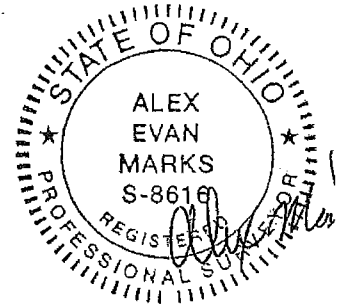
The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Capped iron pins set are 5/8" in diameter rebar with a yellow R.E. Warner PS 8243 plastic cap.

Prior Deed Record: Volume 823, Page 51 recorded in Cuyahoga County Deed Records.



**PROSPECT ROAD (S.R. 237) / ALBION ROAD**  
**Intersection Improvement**  
**Auditor's Parcel No. 392-10-023**  
**PARCEL No. 4-T2**



Description of land over which temporary easement is required for grading and construction of storm sewers, a headwall and walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of subplot No. 5 in the Prospect Road Subdivision and being part of original Strongsville Township Lot No. 88, as shown by the recorded plat in Volume 152 of Maps, Page 5 of Cuyahoga County Records, 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 S 87°47'26" W, along said centerline of Albion Road, a distance of 195.00 feet to a point;

Thence S 02°12'34" E to the southerly Right-of-Way line of said Albion Road and the northerly line of land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn by deed recorded in Volume 7158, Page 51 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet RIGHT of Albion Road Station 98+05.00 and being the **Principal Point of Beginning** of the parcel herein described;

Thence S 02°12'34" W, a distance of 10.00 feet to a point;

Thence S 87°47'26" W to the westerly line of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn and easterly line of land conveyed to Linda M. Athens by deed recorded in Volume 12795, Page 47 recorded in Cuyahoga County Deed Record, a distance of 26.82 feet to a point;

Thence N 00°11'51" E, along the westerly line of said land conveyed to Sang Ki Hahn and Junga Ja Kim Hahn and easterly line of said land conveyed to Linda M. Athens and in the southerly Right-of-Way line of said Albion Road, a distance of 10.01 feet to a point;

Thence N 88°47'26" E, along said southerly Right-of-Way line of Albion Road, a distance of 26.40 feet to the **Principal Point of Beginning** enclosing 266.08 square feet, (0.006 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.

Prior Deed Record: Volume 823, Page 51 recorded in Cuyahoga County Deed Records.