

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – \_\_\_\_\_ 158

By: Mr. Maloney

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF VARIOUS REAL PROPERTY INTERESTS LOCATED AT 11025 PROSPECT ROAD, IN CONNECTION WITH THE ALBION AND PROSPECT ROADS INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY. [Landspan Corp.]**

WHEREAS, the City deems it to be in the best interest to purchase a portion of a parcel of property located at 11025 Prospect Road, being part of Permanent Parcel No. 392-17-001, 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 compensation requested by the property owner for replacement of sidewalks within the last year per the City's request; and

WHEREAS, after negotiations, the City has agreed to pay and the property owner has agreed to accept the total amount of \$7,882.30 for the subject property in fee simple and various related interests, including utility easements and temporary right-of-way easement, all of which are \$1,972.30 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 \$7,882.30 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 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 11025 Prospect Road and further identified as part of Permanent Parcel No. 392-17-001, and as more fully set forth in Exhibit 1, attached hereto and incorporated herein by reference, with utility easements and temporary right-of-entry agreement for the grading and construction of a driveway and walk, 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 3.** That, upon receipt of a duly executed Warranty Deed from Landspan Corporation aka Landspan Corp., an Ohio corporation, 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 Landspan Corporation aka Landspan Corp., an Ohio corporation, the amount of \$7,882.30, 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, to ensure safe flow of vehicle traffic, 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.

Michael Daymut  
President of Council

Approved: Thomas B. Bauer  
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"/>
Schönhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Alina Pilon+KA  
Clerk of Council

ORD. No. <u>2014-158</u>	Amended: _____
1st Rdg. <u>09-02-14</u>	Ref: _____
2nd Rdg. <u>Suspended</u>	Ref: _____
3rd Rdg. <u>Suspended</u>	Ref: _____

Pub Hrg. _____	Ref: _____
Adopted: <u>09-02-14</u>	Defeated: _____

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

**WITHOUT BUILDING(S)**

**11025 Prospect Road, Strongsville, Ohio 44136**

**Permanent Parcel Nos.**

**392-17-001**

**PARCEL: 6 WD, T, U-1, U-2**

**Albion Road/Prospect Road Intersection**

This Agreement is by and between the City of Strongsville [hereinafter "Purchaser"] and Landspan Corporation, aka Landspan Corp., an Ohio corporation [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 \$7,882.30, 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)**

Seller attests that all current leases are space leases only and, by way of executed lease documents, no tenant has a right, title or interest to the property or property interests being acquired by Purchaser which is more particularly described in Exhibits A and B.

**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 Landspan Corporation, aka Landspan Corp., an Ohio corporation have executed this Agreement on the date(s) indicated immediately below their respective signatures.

**"Purchaser"**  
City of Strongsville

By:   
Mayor Thomas P. Perciak

**"Seller"**  
Landspan Corporation, aka  
Landspan Corp., an Ohio  
corporation

By:  President  
Print: Tori K. Thomas, President

Date: Sept. 3, 2014

Date: 7-15-14

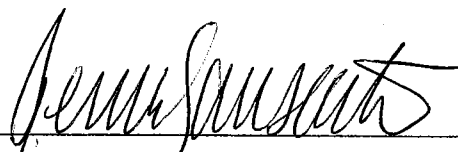
State Of Ohio, County Of Madina ss:

Be It Remembered, that on the 15 day of JULY, 20 14,  
before me the subscriber, a Notary Public in and for said state and county, personally came the  
above named TORI K. THOMAS, who acknowledged being the President  
and duly authorized agent of Landspan Corporation, aka Landspan Corp., an Ohio corporation,  
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.



Jenna Sansonette  
Notary Public, State of Ohio  
My Commission Expires  
04-01-2017



Notary Public  
My Commission expires: 04-01-17

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, 20 14.



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.

Kenneth A. Kraus  
Kenneth A. Kraus, Law Director

**ACTION BY UNANIMOUS WRITTEN CONSENT OF**  
**THE SHAREHOLDERS OF**  
**LANDSPAN CORP.**

July 15, 2014

Pursuant to Section 1701.54 of the Ohio Revised Code, the undersigned, being all of the shareholders (the "Shareholders") of **LANDSPAN CORP.**, an Ohio corporation (the "Corporation"), do hereby take and adopt the following actions by this unanimous written consent:

**WHEREAS**, the Corporation is the owner of a property located in the City of Strongsville and known as being Permanent Parcel Number 392-17-001 and referenced by the City of Strongsville as 6WD, 6-T, 6-U2 and 6U1 (the "Property") herein attached.

**WHEREAS**, the Corporation and City of Strongsville ("Buyer") have entered into a(n) [Agreement of Purchase and Sale] dated as of July 15, 2014 (the "Purchase Agreement"), for the sale of a Property and easement rights set forth in a Purchase Agreement dated July 15, 2014 to Buyer for the property referenced in the attached legal descriptions titled 6WD, 6-T, 6-U2 and 6U1.

**WHEREAS**, the Shareholders believe it is in the best interest of the Corporation to sell the Property to Buyer pursuant to the Purchase Agreement.

**NOW, THEREFORE, BE IT:**

**RESOLVED:** That the terms and conditions of the Purchase Agreement are hereby approved in all respects.

**RESOLVED  
FURTHER:** That either of Donald Thomas or Tori Thomas (the "Authorized Representatives") is hereby authorized to execute any and all documents, and to take any and all action, as such Authorized Representative deems necessary or appropriate to consummate the transactions contemplated by the Purchase Agreement and to transfer the Property to the Buyer, including but not limited to the execution and delivery of a deed and other closing documents, each of which have been reviewed and approved by the Shareholders.



**RESOLVED  
FURTHER:**

That either of the Authorized Representatives, acting on behalf of the Corporation, is hereby authorized, empowered and directed to negotiate, enter into, execute and deliver, on behalf of the Corporation, any and all modifications and amendments to the Purchaser Agreement and such other documents as may, in his or her judgment, be necessary or desirable in connection with the Purchase Agreement, and such modifications and amendments are hereby approved, ratified and confirmed.

**RESOLVED  
FURTHER:**

That the authority given hereunder shall be deemed retroactive, and any acts referred to herein performed prior to the adoption of this Action are hereby adopted, ratified and affirmed.

**RESOLVED  
FURTHER:**

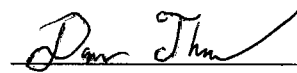
That the authority granted to the Authorized Representatives on behalf of the Corporation pursuant to this Action shall be deemed to include authority to perform such further acts and deeds as may be necessary, convenient or appropriate in his or her judgment, to carry out the transactions contemplated thereby, and all such acts and deeds performed by either Authorized Representative are hereby approved, adopted and ratified.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, this Action by Unanimous Written Consent of the Shareholders has been executed as of the date first above written.

**Shareholders:**

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Donald Thomas



Tori Thomas

*Signature page to Action by Unanimous Written Consent of  
the Shareholders of Landspan Corp.*

**PROSPECT ROAD (S.R. 237) / ALBION ROAD**

**Intersection Improvement**

**Auditor's Parcel No. 392-17-001**

**PARCEL No. 6-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 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 86°40'21" E, along said centerline of Albion Road, a distance of 78.04 feet to a point;

Thence S 03°19'39" E to the southerly Right-of-Way line of said Albion Road and northerly line of land conveyed to Landspan Corporation, aka Landspan Corp., an Ohio corporation by deed recorded in Volume 13182, Page 433 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 100+78.04 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence S 55°24'48" W, to the easterly Right-of-Way line of said Prospect Road, a distance of 36.22 feet where set a capped iron pin (A.E. Marks S-8616);

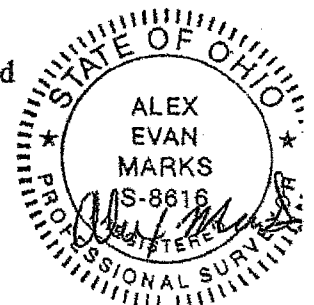
Thence N 00°12'06" E, along the easterly Right-of-Way line of said Prospect Road to the southerly Right-of-Way line of said Albion Road, a distance of 18.83 feet to a point;

Thence N 86°40'21" E, along the southerly Right-of-Way line of said Albion Road, a distance of 29.80 feet to the **Principal Point of Beginning** enclosing 279.94 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.

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

Prior Deed Record: Volume 13127, Page 815 recorded in Cuyahoga County Deed Records.



**PROSPECT ROAD (S.R. 237) / ALBION ROAD**  
**Intersection Improvement**  
**Auditor's Parcel No. 392-17-001**  
**PARCEL No. 6-T**

Description of land over which temporary easement is required for grading and construction of a 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 86°40'21" E, along said centerline of Albion Road, a distance of 78.04 feet to a point;

Thence S 03°19'39" E to the southerly Right-of-Way line of said Albion Road and the northerly line of land conveyed to Landspan Corporation, aka Landspan Corp., an Ohio corporation by deed recorded in Volume 13182, Page 433 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 100+78.04 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence N 86°40'21" E, along the southerly Right-of-Way line of said Albion Road and to the northeasterly corner of said land conveyed to Landspan Corporation, aka Landspan Corp., an Ohio corporation and the northwest corner of land conveyed to Henry F. Bolton by deed recorded in Volume 51245, Page 1 recorded in Cuyahoga County Deed Records, a distance of 225.36 feet to a point;

Thence S 00°02'53" W, along the easterly line of said land conveyed to Landspan Corporation, aka Landspan Corp., an Ohio corporation and the westerly line of said land conveyed to Henry F. Bolton, a distance of 4.57 feet to a point;

Thence S 78°46'24" W, a distance of 3.17 feet to a point;

Thence S 86°40'21" W, a distance of 119.28 feet to a point;

Thence S 03°19'39" E, a distance of 16.48 feet to a point;

Thence S 87°24'22" W, a distance of 48.15 feet to a point;

Thence N 03°19'39" W, a distance of 15.86 feet to a point;

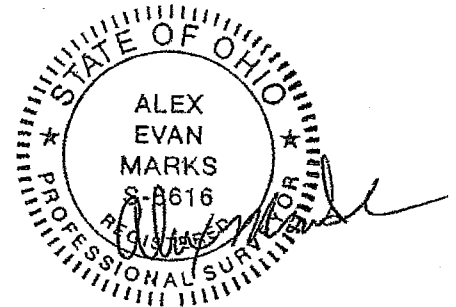
Thence S 86°40'21" W, a distance of 62.77 feet to a point;

Thence N 55°24'48" E, to the southerly Right-of-Way line of said Albion Road, a distance of 9.64 feet to the **Principal Point of Beginning** enclosing 1924.48 square feet, (0.044 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 13127, Page 815 recorded in Cuyahoga County Deed Records.



**PROSPECT ROAD (S.R. 237) / ALBION ROAD**  
**Intersection Improvement**  
**Auditor's Parcel No. 392-17-001**  
**PARCEL No. 6-U1**

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 S 00°12'06" W, along said centerline of Prospect Road, a distance of 124.43 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 Landspan Corporation, aka Landspan Corp., an Ohio corporation by deed recorded in Volume 13182, Page 433 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 66+86.77 and the **Principal Point of Beginning** of the parcel herein described;

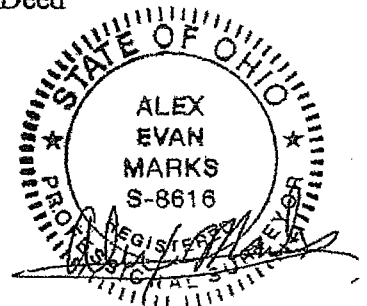
Thence S 46°18'52" E, a distance of 13.33 feet to a point;

Thence S 43°41'08" W, to the easterly Right-of-Way line of said Prospect Road, a distance of 14.06 feet to a point;

Thence N 00°12'06" E along said easterly line of Prospect Road a distance of 19.38 feet to the **Principal Point of Beginning** enclosing 93.74 square feet, (0.002 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 13127, Page 815 recorded in Cuyahoga County Deed Records.



**PROSPECT ROAD (S.R. 237) / ALBION ROAD**

**Intersection Improvement**

**Auditor's Parcel No. 392-17-001**

**PARCEL No. 6-U2**

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 86°40'21" E, along said centerline of Albion Road, a distance of 78.04 feet to a point;

Thence S 03°19'39" E to the southerly Right-of-Way line of said Albion Road and the northerly line of land conveyed to Landspan Corporation, aka Landspan Corp., an Ohio corporation by deed recorded in Volume 13182, Page 433 of the 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 100+78.04 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence N 86°40'21" E, along the southerly Right-of-Way line of said Albion Road, a distance of 18.96 feet to a point;

Thence S 03°19'39" E, a distance of 11.70 feet to a point;

Thence S 86°38'45" W, a distance of 14.08 feet to a point;

Thence N 78°04'21" W, a distance of 17.28 feet to a point;

Thence N 55°24'48" E, to the southerly Right-of-Way line of said Albion Road, a distance of 13.80 feet to the **Principal Point of Beginning** enclosing 279.84 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.

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

Prior Deed Record: Volume 13127, Page 815 recorded in Cuyahoga County Deed Records.

