

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT TO PURCHASE PROPERTY ON WEST SHORE ROAD FROM DAVID J. HENGST AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake, as buyer, and David J. Hengst, as seller, desire to enter into a Purchase Agreement of West Shore Road, Lorain County Permanent Parcel Nos. 04-00-006-103-001 and 04-00-006-103-002.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized and directed to execute an agreement (Exhibit 1) for the purchase of West Shore Road, Lorain County Permanent Parcel Nos. 04-00-006-103-001 and 04-00-006-103-002 for the sum of Eighty-Six Thousand Dollars (\$86,000).

Section No. 2: That the Mayor and Finance Director are authorized and directed to execute all instruments and take such actions as may be required to complete such transfer.

Section No. 3: That all actions taken by the Mayor and his Administration to effectuate the transaction on behalf of the City are duly ratified and confirmed.

Section No. 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 5: That this Ordinance is hereby declared to be an emergency measure to ensure the timely and efficient operations of the City, thus for the public welfare. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: 5/22/2023

/s/ Martin E. O'Donnell
President of Council

POSTED: 5/26/2023

APPROVED: 5/23/2023

ATTEST: /s/ Valerie E. Rosmarin
Clerk of Council

/s/ Gregory J. Zilka
Mayor

REAL ESTATE PURCHASE AGREEMENT

1. OFFER: ACCEPTANCE. AVON LAKE REGIONAL WATER through THE CITY OF AVON LAKE, OHIO, an Ohio municipal corporation, ("Buyer"), hereby offers and agrees to buy and DAVID J. HENGST, ("Seller"), hereby agrees to sell the property described below. As used herein the "date of this Agreement" shall mean the date the last party to sign its acceptance.

2. THE PROPERTY.

A vacant tract of commercially zoned land located at the southeast corner of West Shore Road and Avalon Road, Avon Lake, Ohio aka Lorain County Parcel ID Nos. 04-00-006-103-001 and 04-00-006-103-002 totaling approximately (+/-) 0.10 acres, more fully depicted and described in Exhibit "A" which is attached hereto and incorporated herein by reference.

a. The "Property" shall include:

- i. The land described above, all easements, hereditaments, appurtenances, all buildings and fixtures in the present condition, including, without limitation, all of Seller's right, title and interest in and to the land underlying, the air space overlying and any public or private ways or streets crossing or abutting said real estate (collectively, the "Land");
- ii. All goods, equipment, machinery, apparatus, fittings, furniture, furnishings, supplies, spare parts, appliances, tools, historical records regarding the operation and/or leasing of the Land and Improvements and other personal property of every kind located on the Land or within the Improvements and used in connection with the operation, management or maintenance of the Land or the Improvements, excluding any such items owned by tenants of the Land or by a public utility, but specifically including, without limitation, the property described on Exhibit B. attached hereto and incorporated herein by this reference (collectively, the "Personalty"); and
- iii. All of the right, title and interest of the Seller as "lessor" or "landlord" in, to and under all leases and other agreements for the use, occupancy or possession of all or any part of the Land or the Improvements, including, without limitation, (A) all the tenant leases, including without limitation security deposits held in connection therewith, all as scheduled and identified on Exhibit C, attached hereto and incorporated herein by this reference (as amended and/or assigned, collectively, the "Existing Leases"), and if any security deposits consist of letters of credit, Seller shall execute an assignment of letter of credit substantially in the form of Exhibit D, and (B) all new tenant leases, amendments to Existing Leases, renewals of Existing Leases or other agreements for use, occupancy or possession of all or any part of the Land or the Improvements entered into between the Effective Date (as defined in herein) and the Closing Date (as defined in herein) in accordance with the terms and conditions of this Agreement (as amended, collectively, the "New

Leases") (the Existing Leases and the New Leases shall be referred to herein collectively as the "Leases")

3. PURCHASE PRICE. The price shall be \$86,000.00 (the "Purchase Price"), to be paid as follows:

a. \$1,000.00 Earnest money deposit (the "Deposit") in the form of a check payable to the Title Company (as hereinafter defined) to be delivered to Seller and deposited in escrow within seven (7) days following the date of this Agreement.

b. The balance of the Purchase Price plus any prorations stated herein shall be paid to the Title Company on the Closing Date (as hereinafter defined).

c. Notwithstanding the foregoing, in the event (i) Seller is a "Foreign Person" (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (the "Code")), (ii) Seller fails or refuses to deliver the certificate and affidavit of non-foreign status described in Section 11.(a)(iv) hereof, or (iii) Buyer receives notice from any Seller-transferor's agent or Buyer-transferee's agent (as each of such terms are defined in the Code) that, or Buyer has actual knowledge that, such certificate and affidavit is false, Buyer shall deduct and withhold from the Purchase Price a tax equal to fifteen (15%) percent of the Purchase Price, as required by Section 1445 of the Code. Buyer shall remit such amount to, and file the required form with, the Internal Revenue Service, and Buyer shall receive a credit against the Purchase Price for the amount so withheld.

4. SURVEY. Prior to the expiration of the Contingency Period specified below, Buyer, at its sole cost and expense, may obtain a survey and a legal description of the Property prepared by an Ohio registered surveyor selected by Buyer. The survey shall be prepared in accordance with the minimum standard detail requirements for land surveys most recently adopted by ALTA/ACSM, shall be certified to Buyer and, if requested, to Buyer's title insurer and lender, and shall be sufficient for purposes of deleting the printed "survey exception" from the title insurance policy.

5. CONTINGENCIES.

a. Buyer shall have a period of ninety (90) days following the date of Seller's acceptance of this Agreement or as the parties may mutually agree in writing (the "Contingency Period"), to: (1) determine that the condition, soils, environmental and wetland status, utilities, drainage, access and all other matters for which Buyer deems inspections to be necessary are satisfactory for Buyer's proposed use and development of the Property ("Buyer's Use"); (2) obtain a marketing study satisfactory to Buyer as to the feasibility of Buyer's Use; (3) obtain appropriate zoning to permit the Buyer's Use; (4) obtain the approval of a master/final development plan regarding the Property; (5) obtain a building permit for Buyer's proposed development; and, (6) obtain commitments for real estate tax abatement, road and infrastructure improvements (sewer, water, electric and storm drainage) and other inducements (which may include tax increment financing) from the governmental authorities having jurisdiction over the Property. Buyer may provide Seller with a copy of all reports and other documentation obtained or generated about the

Property as a result of its due diligence investigations. Seller acknowledges that these reports are being provided as a courtesy and that Buyer is not warranting the accuracy of the reports.

b. During the Contingency Period, Buyer may enter the Property during reasonable business hours to conduct tests and inspections. Buyer shall promptly repair any damage to the Property resulting from its inspections and Buyer shall hold Seller harmless from any personal injury or property damage arising out of Purchaser's activities on the Property. This obligation shall survive the closing.

c. If as a result of Buyer's inspections and investigations, Buyer in its sole discretion determines that the results of any inspection are unsatisfactory, or if any other contingencies described above are not determined to Buyer's satisfaction, Buyer shall have the right to terminate this Agreement by giving Seller written notice prior to the expiration of the Contingency Period. In the event of termination, the Deposit shall be refunded and Buyer and Seller shall be released from all further obligations under this Agreement. If Buyer does not notify Seller of any deficiencies prior to the conclusion of the Contingency Period, then Buyer shall be deemed to accept the Property in its present condition. If Buyer fails to so terminate this Agreement prior to the expiration of the Contingency Period, Purchaser's rights under this Section 5 shall be deemed waived.

6. DAMAGE. Seller shall bear the risk of loss and shall maintain adequate insurance until title transfer. If any portion of the Property is damaged or destroyed prior to Closing, Seller shall promptly notify Buyer of such damages and of the amount of insurance proceeds payable (exclusive of proceeds specifically for damage to personal property of Seller not to be conveyed to Buyer). If the amount of damage (determined by the insurance adjuster) exceeds the lessor of 10% of the Purchase Price or \$5,000.00, the Buyer shall have the option, to be exercised by notice to Seller not later than five (5) days after notice from Seller, to: (a) complete the transaction and receive the proceeds of any insurance payable for damage to the Property plus a credit at Closing equal to the amount of the "deductible", or (b) terminate this Agreement. The failure of Buyer timely to exercise its option shall be deemed an election to complete this transaction. If the amount of the damage is less than the amount specified above, then Buyer shall be required to accept the insurance proceeds plus a credit at Closing equal to the amount of the damage not paid by insurance.

7. TITLE.

a. Seller shall convey marketable title to the Property to Buyer, or Buyer's nominee, by general warranty deed (the "Deed"), with release of dower, if any, free and clear of all liens and encumbrances except the "Permitted Exceptions", defined as follows: (1) any mortgage which Buyer has agreed to assume; (2) real estate taxes and assessments which are not yet due and payable; (3) zoning ordinances, if any; (4) restrictions, conditions, reservations, and easements of record, if any, which do not materially and adversely effect the use or value of the Property; and (5) any liens or encumbrances created by the acts of Buyer or waived by Buyer as provided in Section 7(d).

b. Seller shall furnish Buyer, or its nominee, with an ALTA Owner's Policy of Title Insurance (the "Title Policy") issued by Erie Title (the "Title Company") insuring title to the Property to be good in Buyer, or its nominee, as of the filing of the deed for record, subject only to the Permitted Exceptions.

c. Seller shall furnish a copy of the commitment for such title policy (the "Title Commitment") to Buyer and Buyer's lender, if any, or their respective attorneys, not less than fifteen (15) days prior to the Closing Date. Any restrictions, condition, reservation or easement of record shown in the Title Commitment shall be deemed not to materially and adversely affect the use or value of the Property unless objected to by Buyer in writing within seven (7) days after Buyer received the Title Commitment.

d. If the Title Commitment shall disclose any defect in Seller's title or any lien, or encumbrance other than the Permitted Exceptions (the "Title Objections"), then, unless Buyer shall have waived the Title Objections in writing, Seller shall have thirty (30) days after receipt of the Title Commitment to provide Buyer with evidence to Buyer's satisfaction that the Title Objections have been removed or will be removed at Closing, failing which, Buyer may elect to (1) accept title subject to the Title Objections without reductions in the Purchase Price, or (2) terminate this Agreement by giving written notice to Seller and the Escrow Agent within ten (10) days after such thirty (30) day period has expired. If Buyer shall fail to timely elect to terminate, then Buyer shall be deemed to have waived the Title Objections.

d. Buyer, at Buyer's cost, may cause a registered surveyor to make a boundary or location survey for the Property. If a survey shall disclose any matter which materially and adversely affects the use or value of the Property, then Buyer may so notify Seller and the Escrow Agent in writing no later than thirty (30) days after receipt of the Title Commitment, in which event such matter shall be deemed to be a Title Objection.

e. Notwithstanding the foregoing provisions, if Seller causes or permits any additional title matters to become of record or otherwise come into existence against the Property between the effective date of this Agreement and the closing date, Seller shall have the affirmative obligation to remove such title matters and if it fails to do so, Buyer shall have the right, at Buyer's sole option, to take all steps necessary to remove those matters and deduct all resulting costs and expenses (including attorneys' fees) from the purchase price or to exercise any other remedies available to Buyer in the case of Seller's default.

8. ESCROW. The Escrow Agent for this transaction shall be the Title Company. Buyer shall deliver to the Escrow Agent a copy of this Agreement which shall serve as its escrow instructions for this transaction. The Escrow Agent may accept this escrow subject to its standard conditions of acceptance of escrow, to the extent they are not inconsistent with this Agreement.

9. CLOSING AND DELIVERY OF POSSESSION. All documents and funds and/or financial institution commitments for funds necessary to complete this transaction shall be placed in escrow in sufficient time to permit transfer of title on the Closing Date (as defined below). The Escrow Agent shall file the Deed for record (the "Closing") and complete this transaction in accordance with the provision of this Agreement on or before thirty days (30) days after expiration of the Contingency Period, subject to extension for curing Title Objections, as provided in Section 7(d), or on such other date as Buyer and Seller may mutually agree in writing (the "Closing Date"), provided that the Escrow Agent has reviewed all funds and documents required to be deposited with it for the closing and the Title Company is in a position to issue the Title Policy. Seller shall

deliver possession of the Property to Buyer, free of any tenants' possessory rights, at 6:00 p.m. on the Closing Date.

10. SELLER'S COVENANTS

- a. Seller is an individual and resident of the State of Ohio.
- b. Seller has the power and authority to own and operate the Property. Seller has all necessary power and authority to enter into this Agreement and to enter into and deliver the Closing Documents required to be executed by Seller pursuant to the terms hereof and to perform Seller's obligations hereunder and thereunder. Seller, if Seller is not an individual, is not in default under its organizational documents and no consents, approvals, waivers, notifications, acknowledgments or permissions by any third party are required, or if required have been obtained, in order for Seller to execute and perform under this Agreement.
- c. The execution and delivery of this Agreement and the other Closing Documents required to be executed by Seller, and the performance of Seller's obligations under this Agreement and the other Closing Documents required to be executed by Seller, have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by Seller. This Agreement and the Closing Documents when executed and delivered by Seller constitute the valid and binding obligation of Seller, subject, however, to bankruptcy and similar laws affecting the rights and remedies of creditors generally.
- d. The Property is in full compliance with applicable building codes, environmental, zoning and land use laws and other local, state and federal laws and regulations. Seller is not in receipt of any notice of alleged noncompliance with any of the foregoing.
- e. Seller will pay, or cause to be paid promptly when due, all Taxes, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the Effective Date and the Closing Date, and will pay or cause to be paid all expenses incurred in the use, occupancy and operation of the Property between the Effective Date and the Closing Date.
- f. Except for this Agreement, Seller shall not enter into or amend any agreement that would bind Buyer or any other agreement of any kind whatsoever with respect to all or any portion of the Property, including without limitation, any agreement to purchase, sell, option, lease or otherwise dispose of or alienate all or any portion of the Property.
- g. There are no leases, tenancy rights or other contracts or arrangements with respect to the Property.
- h. Between the Effective Date and the Closing, Seller shall not, without Buyer's prior written consent: (i) amend, renew or extend any Lease in any respect, unless required by law; (ii) grant a written lease to any tenant occupying space without a written lease; (iii) terminate any Lease or evict any tenant except by reason of a default by the tenant thereunder; (iv) consent to the assignment of a Lease or subletting by any tenant except as required by the terms of the applicable

Lease or by law; or (v) permit anyone to use or occupy any space pursuant to an oral agreement.

i. Seller shall not, without Buyer's prior written consent, permit occupancy of, or enter into any new lease for use or enjoyment of the Property which is presently vacant or which may hereafter become vacant.

j. Between the Effective Date and the Closing Date, Seller will make all payments of principal and interest and all other payments required under the existing financing of the Property. On or before the Closing, Seller shall satisfy all debts secured by the Property or other liens or judgments filed against the Property.

k. Seller shall not seek to amend or change the Property's Permits and zoning classification or to enter into any zoning lot declaration or zoning lot development agreement.

l. Seller shall not actively market the Property or enter into or negotiate any agreement, letter of intent, or term sheet, binding or not, with anyone else for the Property and shall not allow anyone else to perform any due diligence for the Property.

m. Seller warrants that Seller has received no written notice of any proposed assessment from any governmental authority.

n. To Seller's knowledge and except as may be disclosed in any environmental reports delivered to Buyer: (i) no Hazardous Materials (all substances or materials defined as "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "contaminants," "toxic substances" or other similar terms in any of the Environmental Laws, including, but not limited to, petroleum, including any fraction thereof or petroleum products, asbestos or asbestos-containing materials, polychlorinated biphenyls ("PCBs") or any other regulated substances) have been stored at, disposed of or are located in, on, under or about the Real Property; (ii) no Hazardous Materials have been released, buried or accumulated in, on under or about the Real Property; (iii) neither the Real Property nor any part thereof is contaminated by or contains any Hazardous Materials; (iv) no underground storage tanks are present at the Real Property; and (v) no permit is required from the Ohio or United States Environmental Protection Agency for the use or maintenance of any improvement or facility on or about the Real Property. To Seller's knowledge, there is no liability, whether asserted or unasserted, fixed or contingent, relating to the Real Property or any part or parts thereof resulting from any environmental matters, including, without limitation, the release, discharge, disposal, storage, accumulation, transport, leakage, spillage or other actions or omissions with respect to Hazardous Materials or any breach or violation of any Environmental Laws.

o. To the best of Seller's knowledge, there are no outstanding violations of any statutes, ordinances, rules or regulations affecting the Property as set forth in any notice from any governmental authority. If any governmental notices of violations are received prior to the Closing Date, Seller will immediately advise Buyer. Seller shall be responsible for complying with the requirements of any point-of-sale ordinance or similar governmental requirements applicable to the Property, unless the parties otherwise agree in writing.

11. BUYER'S REPRESENTATIONS AND WARRANTIES.

a. Buyer is an Ohio municipal corporation, validly existing and in good standing under the laws of the State of Ohio and has all requisite power and authority to own and sell the Property.

b. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized in the manner required by its Charter, Ordinances and laws of the State of Ohio, and this Agreement is a valid and binding obligation of Buyer, enforceable according to its terms.

12. PRORATIONS, CHARGES AND CREDITS.

a. Real estate taxes, assessments (general and special), annual maintenance fees and subdivision charges shall be prorated as of the Closing Date (charging/crediting items applicable to the Closing Date to Seller), using as the basis for the proration of taxes and assessments the rate and valuation shown for the Property on the last available tax duplicate. The proration of taxes and assessments shall be final.

b. Seller shall pay all liens against the Property prior to the Closing Date or Buyer, at Buyer's sole discretion, may abate the Purchase Price in an amount sufficient to extinguish all liens and pay the anticipated costs to remove all existing liens at the Closing Date.

c. The Escrow Agent shall charge to Seller: (1) the cost of Title Commitment, the cost for the title search, and the premium for the Title Policy; (2) the conveyance fee and transfer taxes; (3) the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Property as required by this Agreement; (4) the amount due to Buyer for any proration or credit under this Agreement; and, (5) ½ the escrow fee.

d. The Escrow Agent shall charge to Buyer: (1) the cost of recording the Deed; (2) ½ the escrow fee; and (3) the cost of the Survey, if any.

13. NOTICE. All notices given pursuant to this Agreement shall be communicated in writing (including by facsimile or electronic mail) and shall be deemed given upon actual receipt.

14. TERMINATION. If a party has performed its obligations under this Agreement and, being entitled to do so, that party has elected to terminate this Agreement, then the party shall give the other party and the Escrow Agent written notice of the termination within three (3) days following the date on which the right to terminate arose (or such other date as specified herein). Except as otherwise specified in this Agreement, upon any such permitted termination, the Escrow Agent shall promptly return the Deposit to Buyer and return all funds and documents to the party which deposited them, whereupon Seller, Buyer and the Escrow Agent shall be relieved of any liability hereunder, except that Seller shall be liable for any title and escrow charges incurred to prior to termination.

15. DEFAULT; REMEDIES. Time is of the essence of this Agreement. If Buyer fails to make payment of the Purchase Price promptly when the same shall become due, or defaults in the performance of any covenant or agreement herein contained, and such failure or default continues

for ten (10) days following written notice from Seller, then Seller may terminate this Agreement. Upon such termination, the Escrow Agent shall deliver the Deposit (after deducting any title and escrow charges incurred prior to such termination) to Seller as liquidated damages as Seller's sole remedy for such default, unless Seller notifies the Escrow Agent and Buyer upon such termination of Seller's election to pursue other legal or equitable remedies. If Seller fails to perform any obligation imposed by this Agreement, and such failure continues for five (5) days following written notice from Buyer, Buyer may elect to terminate this Agreement or to pursue any legal or equitable remedy. In the event of any dispute between the parties arising out of this Agreement, the prevailing party in such dispute shall be entitled to recover from and be paid by the other party all costs and expenses incurred in connection with such dispute, including reasonable counsel fees and court costs and expenses.

16. ASSIGNMENT. This Agreement may be assigned freely by Buyer, in whole or in part, without the prior written consent of Seller. This Agreement may not be assigned by Seller, in whole or in part, without the prior written consent of Buyer.

17. ENTIRE AGREEMENT. This Agreement, including any Addendum Clauses and Exhibits, constitutes the entire agreement between the parties. No other conditions, representations, warranties or agreements, expressed or implied, have been made or relied upon by Buyer or Seller. The representations, warranties and agreements contained in this Agreement shall survive the transfer of title.

18. PARTIES BOUND AND BENEFITTED. This Agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.

19. REAL ESTATE BROKER. No real estate broker is owed a commission in connection with the sale of the Property.

20. COUNTERPARTS. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.

[Signatures on following page.]

BUYER:

SELLER:

AVON LAKE REGIONAL WATER

DAVID J. HENGST

Date: _____

Date: _____

CITY OF AVON LAKE, OHIO
an Ohio municipal corporation

Date: _____

APPROVED AS TO LEGAL FORM:

Director of Law
City of Avon Lake, Ohio

CERTIFICATE OF THE DIRECTOR OF FINANCE

I hereby certify that the amount required to meet the City's obligations under this Contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Director of Finance

Date: _____

ACCEPTANCE BY ESCROW AGENT

The Escrow Agent hereby accepts this Agreement in accordance with Paragraph 7 of this Agreement.

Name: _____

Signed by: _____

Title: _____

Date: _____

EXHIBIT "A"
Legal Description

PERMANENT PARCEL NO. 04-00-006-103-001

Situated in the City of Avon Lake, County of Lorain, and State of Ohio:

And known as being part of Original Avon Township Section No. 6 and bounded and described as follows:

Beginning on the center line of the Moore Road, so-called, as it's point of intersection with the center line of Lake Road, so-called; thence South $71^{\circ}04'30''$ West along the center line of said Lake Road a distance of 321.81 feet to it's point of intersection with the center line of Avalon Road, proposed (41 feet wide) thence North $0^{\circ}05'10''$ West along the center line of said Avalon Road, a distance of 235.00 feet to a stone monument thence Northerly along a curved line deflecting to the left said curve having a radius of 359.46 feet and a chord which bears North $10^{\circ}20'30''$ West 127.93 feet, an arc distance of 128.61 feet to a stone, thence East at right angles to the last described line, 20 to the easterly line of Avalon Road, proposed, and the principal place of beginning of lands herein described, thence North $18^{\circ}41'30''$ West, along the easterly line of Avalon Road, proposed, 25.16 feet to a turnout between the easterly line of Avalon Road, proposed, and the southerly line of West Shore Road, proposed (40 feet wide); thence along said turnout a distance of 23.25 feet, said turnout having a radius of 14.80 feet and a chord which bears North $24^{\circ}24'50''$ East, 20.93 feet; thence North $71^{\circ}26'00''$ East, along the southerly line of West Shore Road, proposed, 21.46 feet; thence south $11^{\circ}29'00''$ East, 72.28 feet; thence south $84^{\circ}21'00''$ West, 26.60 feet to the easterly line of said Avalon Road, proposed, thence North $18^{\circ}41'30''$ West along the easterly line of said Avalon Road, 25.12 feet to the principal place of beginning according to a survey by Holland Engineering Company of Cleveland, Ohio, dated December 1919, and being further known as being Sublot No. 23 in Sandy Beach Subdivision Proposed be the same more or less but subject to all legal highways.

Property Address: West Shore Rd., Avon Lake OH 44012

PERMANENT PARCEL NO. 04-00-006-103-002

Situated in the City of Avon Lake, County of Lorain and State of Ohio and known as being part of Original Avon Township Section No. 6 and bounded and described as follows: Beginning on the center line of the Moore Road, so-called at its point of intersection with the center line of the Lake Road, so- called thence Northerly along said center line of Moore Road, a distance of 378 feet to its point of intersection with the centerline of West Shore Road so-called; thence westerly along the center line of said West Shore Road (40 feet wide), 107.52 feet to a stone set at the point of curve; thence Southerly 20 feet to the southerly line of West Shore Road; thence westerly along the southerly line of West Shore Road on a curved line deflecting to the left, 27.96 feet, said curved line having radius of 305.44 feet and a chord which bears South $87^{\circ}22'10''$ West thence continuing along the southerly line of West Shore Road on a curved line deflecting to the left, 30 feet to the principal place of beginning of land herein described, said curved line having a radius

of 304.55 feet and a chord which bears South $81^{\circ}55'10''$ West, 29.99 feet; thence South $11^{\circ}22'30''$ East, 76.77 feet; thence South $84^{\circ}51'00''$ West, 30 feet thence North $11^{\circ}29'00''$ West, 72.28 feet to the southerly line of West Shore Road; thence easterly along the southerly line of West Shore Road, being a curved line deflecting to the right, 30 feet to the place of beginning said curved line having a radius of 304.55 feet and a chord which bears $76^{\circ}16'30''$ West be the same more or less, but subject to all legal highways.

Property Address: West Shore Rd., Avon Lake OH 44012