

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 151

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE STRONGSVILLE SOCCER ASSOCIATION, INC. FOR PREMISES LOCATED ON FOLTZ PARKWAY IN THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2003-265, the City of Strongsville had authorized under Strongsville Codified Ordinance Section 264.02 a new Lease of premises located on Foltz Parkway to the Strongsville Soccer Association, Inc., a non-profit corporation; and

WHEREAS, in addition, by and through Ordinance Nos. 2009-008, 2014-037 and 2019-166, subsequent renewals of the Lease of premises agreement were authorized by this Council; and

WHEREAS, the current Lease agreement, effective January 1, 2020, is due to end on December 31, 2024, and the parties now mutually desire to enter into a new Lease agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, TWO-THIRDS OF THE MEMBERS CONCURRING:

Section 1. That this Council finds and determines that the premises located on Foltz Parkway, Strongsville, Ohio, and described in Exhibits "1A", "1B" and "1C", attached hereto, are not needed entirely for municipal public use, and authorizes and directs the Mayor to enter into a new Lease agreement with the Strongsville Soccer Association, Inc., for a term of five (5) years and upon the other terms and conditions set forth in the Lease agreement, attached hereto and designated Exhibit "1".

Section 2. That any funds required for the implementation of this Ordinance will be paid from the Multi-Purpose Complex Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and in order to provide continuity in the use of City lands by a non-profit organization, for recreational purposes, and to conserve City 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.

CITY OF STRONGSVILLE, OHIO
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ARBORE

President of Council

Date Passed: 10.07.2024

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Clark	<input checked="" type="checkbox"/>	_____
Kaminski	<input checked="" type="checkbox"/>	_____
Kosek	<input checked="" type="checkbox"/>	_____
Roff	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____
Spring	<input checked="" type="checkbox"/>	_____

Approved: James B. Durier
Mayor

Date Approved: Oct. 9, 2024

Attest: Aimee Pieretka
Clerk of Council

Ord. No. 2024-151 Amended: _____
1st Rdg. 10-07-24 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
Adopted: 10-07-24 Defeated: _____

CERTIFICATE OF POSTING

I, Clerk of Council of the City of Strongsville, Ohio, do hereby certify that Ordinance/Resolution No. 2024-151 was duly posted on 10/11/24, and remained posted for a period of fifteen days thereafter, in not less than five of the most public places in the City as determined by the Council of said City.

Clerk of Council
Dated: October 11, 2024

LEASE

THIS LEASE is made this 7 day of October, 2024, by and between THE CITY OF STRONGSVILLE, OHIO, a municipal corporation organized and existing pursuant to law (hereinafter "City") and STRONGSVILLE SOCCER ASSOCIATION, INC., an Ohio nonprofit corporation, (hereinafter called "Tenant").

WITNESSETH:

1. DESCRIPTION AND LEASE OF PREMISES

The City hereby leases to Tenant, and Tenant hereby leases from City, certain premises situated on Foltz Parkway in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "Foltz Soccer Fields." A legal description of the property containing such premises is attached hereto, labeled Exhibits "1A" and "1B" collectively, and as depicted in Exhibit "1C", and made a part hereof (hereinafter the "Premises").

2. TERM

2.1 Original Term

The term of this Lease shall be five (5) years, commencing January 1, 2025 and ending at midnight December 31, 2029. Each successive lease term, if any, shall commence on the first day of January and end the last day of December.

2.2 Additional Term

If at the time provided herein for exercise of the option conferred herein, this Lease has not been terminated and Tenant is not in default of any provision of this Lease, and the City has not terminated this Lease as set forth in Section 2.3 below, Tenant shall have the option to extend this Lease for an additional term of five (5) years, under the same terms and conditions as are provided in this Lease, except that the rent for such additional term shall be negotiated between the City and Tenant at the time of exercise of such option. Tenant may exercise such option by giving notice to the City as provided herein no later than September 1, 2029.

2.3 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause or advance notice, terminate this Lease. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Lease in its sole discretion.

2.4 Holding Over

If Tenant holds over in possession of the Premises after the expiration date of the original term or any additional term of this Lease, and no new lease is executed, the City shall have the option of (i) renewing this Lease for an additional term of one (1) year, or (ii) considering Tenant a month-to-month tenant, in either event under the same conditions, other than term, as are provided in this Lease and then in effect, including rent. The City may exercise its option to renew this Lease as provided above by giving Tenant notice thereof as provided in this Lease within thirty (30) days after commencement of Tenant's holding over in possession. If the City fails to give such notice within the time provided therefore, a month-to-month tenancy shall be deemed to have been created.

3. RENT

3.1 Basic Rent

Tenant agrees to pay to the City as rental for the original term of this Lease the sum of Thirty-Six and No/100 Dollars (\$36.00), payable at the rate of Three and No/100 Dollars (\$3.00) per month in advance on the first day of each calendar month.

3.2 Effect of Increase in the City's Insurance Premiums

(a) If the City's expense for insurance premiums relating to the Premises is increased over that for the period immediately prior to the commencement of the original term of this Lease by reason of Tenant's use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Lease by the amount of such increase in premiums over the premium paid by the City immediately prior to the entry of Tenant into possession of the Premises.

(b) Upon receipt of each premium notice, the City shall prepare and render to Tenant a statement for the amount of additional rent to be paid to the City hereunder. Such amount shall be payable within fifteen (15) days after such statement shall have been rendered.

3.3 Method of Payment

All rent payments shall be made payable to the City and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Finance Department, unless the City shall direct otherwise by notice to Tenant.

4. POSSESSION

Tenant may enter into possession of the Premises on the commencement date of the Original Term.

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Lease, and has promised no repairs or alterations thereto.

5.2 Required Repairs and Maintenance

(a) Tenant shall have sole responsibility, at its expense, to repair and maintain all driveways, sidewalks, parking areas or other paved areas servicing the Premises. Tenant shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

(b) Tenant shall perform such repairs and maintenance thereon as may be necessary to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

5.3 Condition of Premises at Termination of Lease

(a) Upon the expiration or other termination of this Lease, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Lease, reasonable wear and tear excepted.

(b) All improvements installed on the Premises by Tenant shall become the property of the City. Tenant may be required to remove any or all improvements installed on the Premises upon the termination of this Lease and shall repair to the City's satisfaction or reimburse the City for any damage resulting from such removal. All improvements affixed to the Premises with the intention to make them permanent installations, whether installed by Tenant or by the City, shall be the sole property of the City, and Tenant shall have no right to remove same.

6. UTILITIES

Tenant shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any. Wherever possible, Tenant shall make all payments directly to the provider of the services; otherwise, Tenant shall promptly reimburse the City for all payments made directly by the City to the providers of such services.

7. INSURANCE

7.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or lease any part of the Premises, complete comprehensive liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Three Million Dollars (\$3,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

7.2 Fire, Extended Coverage and Similar Coverages

If insurance coverage of all or any part of the Premises against loss or damage by fire, lightning, such perils as are at this time comprehended within the term "Extended Coverage," vandalism, malicious mischief, boiler and risk form, such perils as are included in the "Superior Form" of policy as issued by the Factory Insurance Association, Improved Risk Mutual, or similar organization, war risk, floods, earthquakes, rent insurance, etc., should be desired by the City, such insurance shall be obtained and maintained at the sole responsibility and expense of Tenant. If such additional insurance coverage is required by the City, Tenant will be notified consistent with Section 15 of this Lease.

8. USE

8.1 General

(a) Tenant shall occupy and use the Premises for recreational purposes and for no other purpose, and in a careful, safe and proper manner and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

(b) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10)

days following such notice to correct such violations. Failure by Tenant so to act within such ten (10) day period shall constitute a default for the purpose of this Lease.

(c) All excise taxes, license fees and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

8.2 Alterations and Improvements

(a) Only upon obtaining the City's explicit prior written consent, which may be withheld, the Tenant, at its sole expense, may make such alterations and improvements to the Premises as shall be necessary for its use of the Premises consistent with the Lease, provided that no such alterations will materially decrease the value or marketability of the Premises. The City may withhold such consent for any reason, and without cause, including but not limited to the following, if (i) the proposed alterations or additions materially decrease the value or marketability of the Premises, (ii) the proposed alterations or additions, in the view of the City, interfere with its future plans for the Premises, (iii) Tenant fails to provide the City with reasonably sufficient drawings and specifications of work to be done and materials to be used, (iv) Tenant fails to provide the City with sufficient security to assure that proper insurance and workers' compensation coverage are in effect during the performance of any work and that the work will be completed free of liens against the Premises, and (v) the proposed alterations and additions are not approved by the City Planning Commission. Such alterations and improvements shall be done in a good, workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations.

(b) The City may make such alterations and additions affecting the Premises as it might desire, provided that the same shall not materially impair Tenant's use of the Premises consistent with this Lease.

9. DEFAULT

9.1 Events Constituting Default

For the purpose of this Lease, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Lease, which failure shall continue uncured for a period of thirty (30) days after delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

9.2 Effect of Default

In the event of default, the City may at its option (a) terminate this lease, or, without terminating this Lease, terminate Tenant's right to possession of the Premises under this Lease, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Lease, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the

City shall for the purpose of this Lease be equivalent to the City's exercise of its right to re-enter the Premises.

9.3 Waiver or Default

No waiver of any condition or covenant of this Lease by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Lease; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Lease be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Lease on account of such default or as an estoppel against the City, or be construed as an amendment to this Lease or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

10. MECHANICS' LIENS

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Lease. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

11. QUIET ENJOYMENT

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Lease without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

12. RIGHT OF ENTRY

The City, its agents and employees shall have the right, at all reasonable times during the term of this Lease, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises.

13. INDEMNITY

Tenant will indemnify, hold harmless and defend the City, its agents, employees and individual board and Council members from any and all claims, liabilities, demands, costs, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from any work or thing done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City.

14. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

14.1 Assignment and Sublease

Tenant shall not assign this Lease or any of its benefits or burdens under this Lease, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent. The City may, in its discretion, withhold such consent.

14.2 Change of Organization of Tenant

Tenant shall not terminate its existence, change its form of organization or permit the change of identity of its principal officers or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant.

15. NOTICES

All notices to the City shall be sent to:

The City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor
(With a copy to the Law Director)

All notices to the Tenant shall be sent to:

Strongsville Soccer Association, Inc.
P.O. Box 360953
Strongsville, Ohio 44136

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

16. PARTIES BOUND AND BENEFITED

This Lease shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Lease shall be construed to include the corporations named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Lease.

17. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Tenant.

18. ONLY AGREEMENT

This instrument contains the entire and only agreement between the parties, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties and approved in accordance with law.

19. CAPTIONS

The captions utilized as headings for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease nor to be used in determining the intent of the parties to this Lease.

20. GOVERNING LAW

The validity and construction of this Lease shall be governed by the law of the State of Ohio, where the Premises are located.

21. COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the City and Tenant have caused this Lease to be executed by their duly authorized officers on the dates written below.

Witnesses:

Gina Pietka

CITY OF STRONGSVILLE

By: *Thomas B. Berris*

Its: Mayor

Date: *Oct 9, 2024*

Approved for form:

By: *Arthur J.*
Law Director

STRONGSVILLE SOCCER ASSOCIATION, INC.

By: Chris S. Hey

Its: President

Date: 09/26/24

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 26th day of October, 2024.



NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 03-14-29

Nancy M. Sikorski
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **STRONGSVILLE SOCCER ASSOCIATION, INC.**, by Nicholas ^{Howrigan}, its _____, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 26 day of Sept, 2024.



STEPHEN LANGE
Notary Public, State of Ohio
My Comm. Expires March 5, 2025

Stephen Lange
Notary Public

Exhibit 1A

Legal Description: Soccer Fields

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot No. 97, and bounded and described as follows:

Beginning at an iron pin marking the intersection of the centerline of Foltz Industrial Parkway (80 feet) and the North line of Original Strongsville Township Lot No. 97;

Thence proceeding North 89 degrees 26 minutes 50 seconds East along the Northerly line of said Original Strongsville Township Lot No. 97 a distance of 40.04 feet to an iron pin and the point and place of beginning of the parcel herein described;

Thence continuing North 89 degrees 26 minutes 50 seconds East along the Northerly line of said Original Lot No. 97 a distance of 846.02 feet to an iron pin and the Northeast corner of said Original Lot No. 97;

Thence proceeding South 03 degrees 18 minutes 40 seconds East along the Easterly line of said Original Strongsville Township Lot No. 97 a distance of 1272.34 feet to a point;

Thence proceeding South 89 degrees 26 minutes 50 seconds West a distance of 853.59 feet to a point on the Easterly line of Foltz Industrial Parkway;

Thence proceeding North 02 degrees 58 minutes 15 seconds West along the Easterly line of Foltz Industrial Parkway a distance of 1272.00 feet to the point and place of beginning. Said parcel contains 24.79 acres of land but is subject to all legal highways and easements of record. Said legal description is based on the assumption that the centerline of Foltz Industrial Parkway bears North 02 degrees 58 minutes 15 seconds West.

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351



George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

City Of Strongsville

DESCRIPTION
9.631 Acres
EXHIBIT'

9-04-09

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 84, and further bounded and described as follows:

Beginning at an Iron pin in a monument box at the intersection of the centerline of Lunn Road (60 feet wide), with the Southerly line of Original Lot No. 84, said point being the Southeasterly corner of said lot;

Thence North 03 degrees 18 minutes 40 seconds West, along the Southerly line of said Original Lot No. 84, a distance of 1,612.09 feet to its intersection with the Northwesterly right of way line of the B & O Railroad (66 feet wide), said point being the principal place of beginning;

Thence continuing North 03 degrees 18 minutes 40 seconds West, along the Southerly line of said Original Lot No. 84, a distance of 1,362.46 feet to the Northwesterly corner of said Original Lot No. 84;

Thence South 89 degrees 32 minutes 40 seconds East, along the Northerly line of said Original Lot No. 84, a distance of 607.72 feet to its intersection with the Northwesterly right of way line of the B&O Railroad (96 feet wide);

Thence South 22 degrees 30 minutes 10 seconds West along said Northwesterly right of way line, a distance of 513.76 feet to an angle point in said line;


Thence South 67 degrees 29 minutes 50 seconds East along said right of way line, a distance of 30.00 feet to an angle point in said line;

Thence South 22 degrees 30 minutes 10 seconds West along said Northwesterly right of way line, a distance of 940.86 feet to the principal place of beginning and containing 9.631 Acres of land based on a boundary survey made by Warren J. Root and Associates dated April 1967.

The basis of bearings is the centerline of Lunn Road in Original Lot No. 84, bearing North 88 degrees 35 minutes 10 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
George A. Hofmann
Registered Surveyor Number 6752

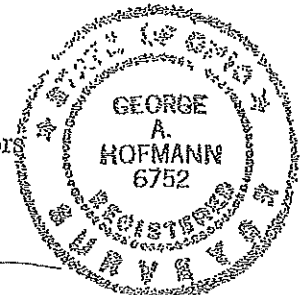
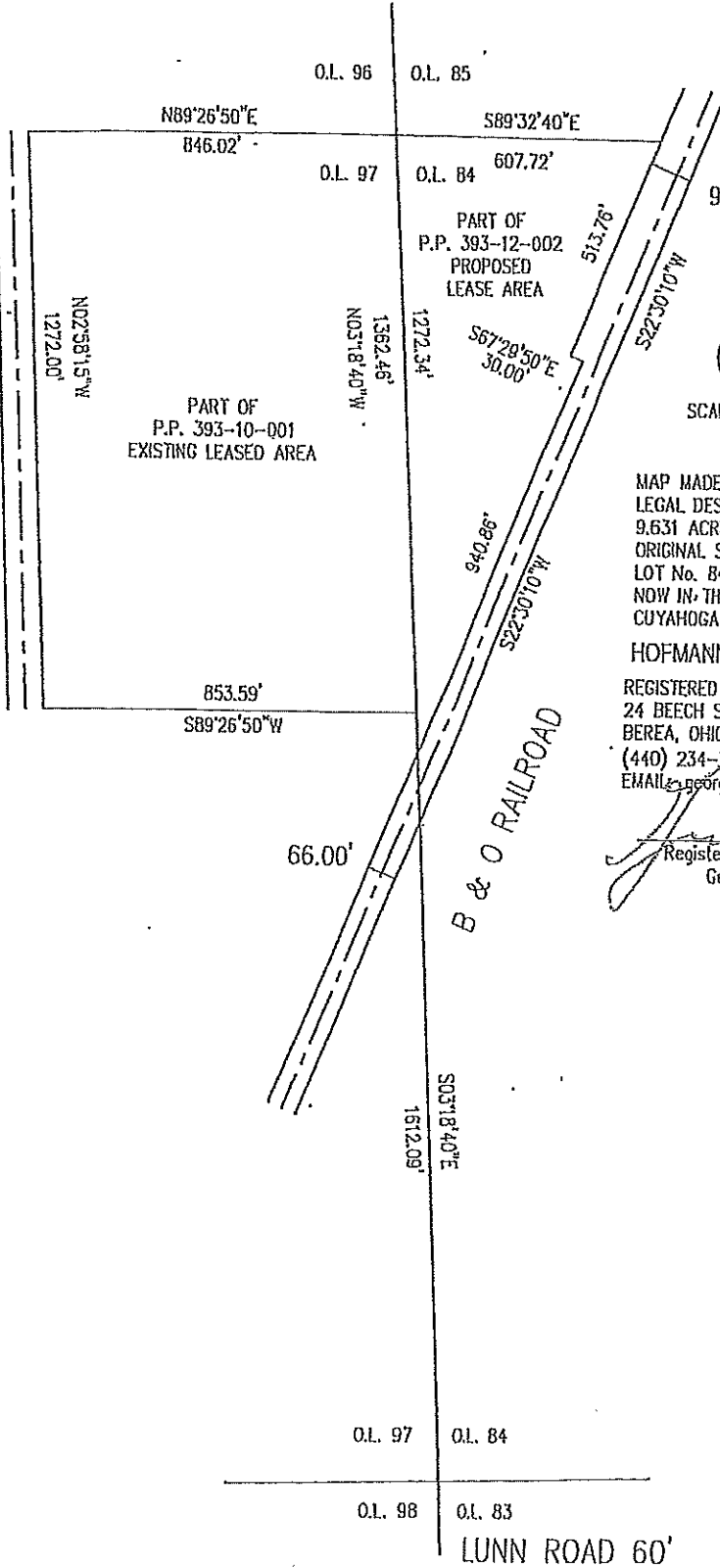


EXHIBIT "1C"

FOLTZ INDUSTRIAL PARKWAY 80'



SCALE 1"=400'

MAP MADE TO ACCOMPANY
LEGAL DESCRIPTION OF
9.631 ACRES
ORIGINAL STRONGSVILLE TOWNSHIP
LOT No. 84
NOW IN THE CITY OF STRONGSVILLE
CUYAHOGA COUNTY OHIO
HOFMANN-METZKER, INC.
REGISTERED PROFESSIONAL SURVEYORS
24 BEECH ST. - P.O. BOX 343
BEREA, OHIO 44017
(440) 234-7350 FAX (440) 234-7351
EMAIL: george_hm@ameritelsnet

George A. Hofmann
Registered Surveyor No. 6752
George A. Hofmann

