

130106

OFFICIAL DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, on the 5th day of September, 1984, the Council of the City of Cleveland passed Ordinance No. 1595-84 authorizing the Commissioner of Purchases and Supplies to sell certain City-owned real estate located in the area of 601 Canal Road, Cleveland, Ohio, consisting of approximately 1.4795 acres; and

WHEREAS, the Board of Control of the City of Cleveland adopted Resolution No. 807-84 on December 19, 1984, directing the Commissioner of Purchases and Supplies to proceed with said sale to Sherwin-Williams Company, an Ohio corporation, upon payment of the consideration received to the full satisfaction of the City of Cleveland.

NOW, THEREFORE, pursuant to the premises, the said City of Cleveland, a municipal corporation of the State of Ohio, the Grantor, claiming title by and through instrument recorded in Cuyahoga County Records, for the consideration of Twenty One Thousand Six Hundred and 80/100 Dollars (\$21,600.80) to it paid, receipt of which is hereby acknowledged, does hereby convey, remise, release and forever quit-claim unto the Sherwin-Williams Company, whose tax mailing address will be 101 Prospect Avenue, N.W., Cleveland, Ohio 44115, its successors and assigns, the following described real estate:

1800
DEED
9/2

98:8-71930 00

427837

THE SHERWIN-WILLIAMS COMPANY - CITY OF CLEVELAND PARCEL

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and known as being parts of Original 2 Acre Lots Nos. 73, 74, 75, 76, 77 and 206 and more particularly bounded and described as follows:

Beginning in the center line of Canal Road N. W., 48 feet wide, at its intersection with the center line of Lime Street N. W., 20 feet wide, said point of beginning bears South $89^{\circ} 25' 42''$ West, measured along said center line of Canal Road N. W., 6.58 feet from an iron monument marking an angle point in said center line.

Thence South $34^{\circ} 57' 08''$ East along said center line of Lime Street N. W., (passing through a stone monument at 29.69 feet) a distance of 30.49 feet to the southerly line of Canal Road N. W.

Thence North $84^{\circ} 55' 26''$ West along said southerly line of Canal Road N. W., a distance of 11.88 feet to an angle therein.

Thence South $89^{\circ} 25' 42''$ West continuing along said southerly line of Canal Road N. W., a distance of 1.09 feet to its intersection with the southwesterly line of Lime Street N. W.

Thence South $34^{\circ} 57' 08''$ East along said southwesterly line of Lime Street N. W., 51.08 feet to a northerly line of land conveyed to The Baltimore and Ohio Railroad Company by deed recorded in Volume 15264 of Deeds Page 107 of Cuyahoga County Records.

Thence South $87^{\circ} 16' 41''$ West along said northerly line, being also a northerly line of the Ohio Canal Lands as delineated by the Ohio Boundary Canal Commission in Volume 7, Pages 5-6 of Cuyahoga County Surveyors Records, a distance of 13.75 feet to the northeast corner of land conveyed to The Sherwin Williams Company by deed recorded in Volume 6468 of Deeds Page 421 of Cuyahoga County Records.

Thence South $11^{\circ} 27' 32''$ West along a southeasterly line of land so conveyed to The Sherwin Williams Company, a distance of 5.91 feet to a southeasterly corner thereof.

Thence southwesterly along a southeasterly line of land so conveyed to The Sherwin Williams Company, being along the arc of a circle deflecting to the left, having a radius of 3200.00 feet, an arc distance of 272.69 feet to an angle therein, the chord of which arc bears South $84^{\circ} 53' 44''$ West 272.60 feet.

Thence South $89^{\circ} 25' 42''$ West along a southerly line of land so conveyed to The Sherwin Williams Company, said southerly line being parallel with and 70.00 feet southerly by rectangular measurement from the southerly line of Canal Road, N. W., 48 feet wide, a distance of 34.22 feet to an angle therein.

Thence South $76^{\circ} 37' 44''$ West along a southeasterly line of land so conveyed to The Sherwin-Williams Company, said southeasterly line being parallel with and 70.00 feet southeasterly by rectangular measurement from the southeasterly line of Canal Road, N. W., 48 feet wide, a distance of 290.80 feet to a corner of land conveyed to The Baltimore and Ohio Railroad Company by deed recorded in Volume 15264 of Deeds Page 107 of Cuyahoga County Records and the principal place of beginning of the premises herein described.

Sherwin Williams approved 12-1-61

- Course No. 1 : Thence South 17° 50' 52" East along a westerly line of land so conveyed to The Baltimore and Ohio Railroad Company, a distance of 40.47 feet to a corner therein.
- Course No. 2: Thence South 72° 09' 08" West along a northerly line of land so conveyed to The Baltimore and Ohio Railroad Company, a distance of 480.19 feet to a point 30.00 feet northeasterly by rectangular measurement from the center line of the Carter Road Bridge.
- Course No. 3: Thence North 37° 09' 41" West parallel with and 30.00 feet northeasterly by rectangular measurement from said center line of the Carter Road Bridge, a distance of 55.46 feet to a northerly line of the Ohio Canal Lands, as aforesaid.
- Course No. 4: Thence North 71° 08' 36" East along a northerly line of said Ohio Canal Lands, a distance of 248.24 feet to an angle therein.
- Course No. 5: Thence North 72° 35' 01" East continuing along a northerly line of said Ohio Canal Lands, a distance of 50.96 feet to the northwesterly corner of land conveyed to The Sherwin Williams Company, as aforesaid.
- Course No. 6: Thence South 13° 22' 16" East along a southwesterly line of land so conveyed to The Sherwin Williams Company, a distance of 0.25 feet to a southwesterly corner thereof.
- Course No. 7: Thence North 76° 37' 44" East along a southeasterly line of land so conveyed to The Sherwin Williams Company, a distance of 200.00 feet to the principal place of beginning and containing 0.5867 Acres of land according to a survey made by Bauer Surveys Company dated March 19, 1984.

PARCEL NO. 101-20-3

CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.

PAID

DEC 12 1985

Conveyance Fee 97 Receipt No. 53520

TYPE _____ ARMS LENGTH YES () NO ()

J. TIMOTHY MCCORMACK, County Auditor By [Signature] Deputy

THOMAS L. [Signature] P.S.
TAX MAP DIVISION

And the Grantee, for itself, its successors, heirs and assigns, as a further consideration for the execution and delivery of this deed, hereby covenants with and for the benefit of the Grantor, that no billboards or outdoor advertising signs other than permitted identification signs shall ever be erected on said premises.

As further consideration for the conveyance, Grantee agrees that, upon reasonable notice the Grantor shall have the right to cross the premises to maintain, rebuild or otherwise perform Grantor's governmental obligations with respect to all existing roadways, bridges, piers, slopes, supports, water, sewer and other utility lines and the like presently existing on the real estate described herein. Grantor agrees to restore the real estate to substantially the same condition as existed prior to the commencement of any work on the real estate and to hold the Grantee harmless from any and all liability arising out of work performed on the real estate.

As an express condition and as part of the consideration for this conveyance, it is expressly agreed and this conveyance is made, notwithstanding the fact that valuable consideration has been paid, upon the express condition that the Grantee or its successors and assigns shall complete the construction of the improvements in accordance with the terms and conditions set forth in the Real Estate Option Agreement between the City and Sherwin-Williams

dated June 28, 1985, attached hereto. Promptly after the lawful completion of the Improvements, the City will furnish to Sherwin-Williams its customary Certificate of Occupancy so certifying. Such certification by the City shall be a conclusive determination of satisfaction of the agreements regarding the construction of the Improvements.

It is also expressly agreed that completion of construction of the Improvements shall be on or before May 31, 1987. In the event that Sherwin-Williams shall fail to complete the construction of the Improvements on or before said date, the City shall have the right to re-enter and take possession of the subject property and to terminate and revert in the City the estate conveyed to Sherwin-Williams. In the event of reversion of the premises, the consideration paid by Sherwin-Williams shall not be repaid by the City of Cleveland to Sherwin-Williams or any successor in interest. The reversionary interest of the City shall be extinguished in the event of recording of a quitclaim deed from the City to the Grantee so providing.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever as fully and completely as said Grantor by virtue of these presents set forth, may, can, or should convey the same so that neither the said Grantor, nor its successors or assigns, nor any others claiming title through or under it, can, or will hereafter claim or demand any right to title to said premises or any part thereof. but

they and every one of them, by these presents shall be excluded and forever barred.

IN WITNESS WHEREOF, the City of Cleveland by George V. Voinovich, Mayor, has caused its name and corporate seal to be affixed hereto this 1 day of July, 1985.

Signed and acknowledged in the presence of:

CITY OF CLEVELAND

Leah W. Whidden
Notary Public

By: George V. Voinovich
GEORGE V. VOINOVICH, MAYOR

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 1 day of July, 1985, before me a Notary Public in and for said County and State, came the City of Cleveland by George V. Voinovich, Mayor, who acknowledged the execution of the foregoing deed to be his voluntary act on behalf of the City of Cleveland, and the free act and deed of the City of Cleveland.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Cleveland, Ohio, the day and year last aforesaid.

Leah W. Whidden
NOTARY PUBLIC
LEAH W. WHIDDEN
Notary Public, State of Ohio, Cuyahoga County
My Commission Expires Jan 11, 1986

This instrument prepared by:
CRAIG S. MILLER
Chief Assistant Director of Law
For the City of Cleveland
Room 106
601 Lakeside Avenue
Cleveland, Ohio 44114
(216) 664-2800

426J