

1st reading 6-11-25
2nd reading 7-9-25
3rd reading 8-6-25
Voted On
Ayes. 5 Nays 0
PASSED DEFEATED

06/15/2025

ORDINANCE NO. 2025-18

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CVG LLC (WRLC) TO PURCHASE PROPERTY LOCATED IN ORANGE VILLAGE FOR THE PURPOSE OF CONSTRUCTING A NEW FIRE STATION.

WHEREAS, CVG LLC (“Seller”), whose sole member is the Western Reserve Land Conservancy (“WRLC”) has the right to purchase a parcel of land that is approximately thirty-seven and seven-tenths (37.7) acres, located within Orange Village, and identified on the Lot Split and Consolidation Plat recorded as AFN# 202507190345 of Cuyahoga County, Ohio records (the “Land”); and

WHEREAS, Orange Village has identified an opportunity to improve the fire safety and Emergency Medical Services response times for the Village by acquiring approximately two (2) acres of the Land, which comprises the southwest corner of Harvard and Brainard Roads (the “Property”) for the purpose of constructing a new fire station; and

WHEREAS, upon its acquisition of the Property, Seller desires to sell, and Orange Village wishes to acquire the approximately two (2) acres of Property (the “Transaction”), as detailed in the Agreement of Purchase and Sale (“Agreement”), a copy of which is attached hereto and marked as “Exhibit 1”, with the Village’s obligation to acquire the Property being subject to receipt by the Village of satisfactory public and/or private financial support on terms satisfactory to the Village and obtained with the assistance of WRLC (as defined in the Agreement, “Grant Funds”); and

WHEREAS, Mayor Kline signed the Agreement which had in it the conditions that the Orange Village Council must authorize the Agreement and that Orange Village receive the Grant Funds to pay for the purchase; and

WHEREAS, this Council desires to authorize the Agreement and, upon the receipt of sufficient Grant Funds, to purchase the Property on the terms set forth in the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. That the Agreement, a copy of which is appended to this Ordinance as “Exhibit 1”, is hereby approved. The Mayor and other members of the Administration are authorized to take such actions as are necessary to acquire the Property, once sufficient Grant Funds have been secured.

SECTION 2. That the actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were held in compliance with all legal requirements of the law.

SECTION 3. That this Ordinance shall take effect and be in force from and after the earliest time permitted by law.

PASSED: August 6, 2025

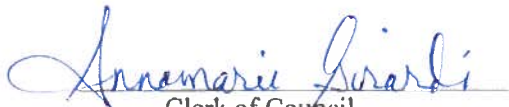


Council President


Submitted to the Mayor for approval on this 6th day of August, 2025

Approved by the Mayor this 6th day of August, 2025

ATTEST:



Clerk of Council



Mayor

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this “**Agreement**”) is entered into by CVG LLC (“**Seller**”), an Ohio limited liability company of which Western Reserve Land Conservancy (“**WRLC**”), an Ohio non-profit corporation, is the sole member, and Orange Village (“**Buyer**”), a chartered municipal corporation, effective as of the date when the later of Seller and Buyer sign this Agreement (the “**Execution Date**”).

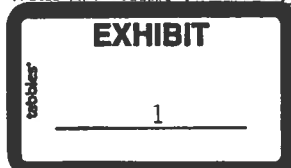
RECITALS

1. On April 9, 2024, Seller secured from LW Collection, LLC (“**Current Owner**”) the right to purchase approximately 37.7 acres located in Orange Village, Cuyahoga County, Ohio, and being Parcel D as shown on the Lot Split and Consolidation Plat recorded on July 19, 2024 as AFN# 202407190345 of Cuyahoga County, Ohio Records as described in Exhibit A and depicted in Exhibit B, both attached hereto (the “**Land**”).
2. The Land is improved with two single family residences, as well as infrastructure, utilities and appurtenances associated with such improvements (collectively, the “**Improvements**”).
3. Seller desires to sell and Buyer desires to buy a portion of the Land, consisting of approximately 2 acres as depicted in Exhibit C, (the “**Property**”).

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, Seller and Buyer agree as follows:

1. Purchase and Sale of Property. Upon and subject to the terms and conditions of this Agreement, on and as of the Closing Date (as defined in paragraph 6 below), Seller shall sell to Buyer and Buyer shall purchase from Seller the Property. The Property shall include any associated rights, privileges and appurtenant easements associated with the Property.
2. Purchase Price.
 - (a) Amount. Subject to such adjustments as are set forth herein, Buyer shall pay to Seller as the purchase price (the “**Purchase Price**”) for the Property the sum of One Hundred Seventy-Five Thousand and No/Dollars (\$175,000.00).
 - (b) Payment. The Purchase Price shall be deposited in escrow with the Escrow Agent (as defined in paragraph 6 below) on or before the Closing Date (as hereinafter defined) by wire transfer or other acceptable means of immediately available funds, and paid to Seller on the Closing Date in accordance with the terms of this Agreement.



3. Survey Contingency. Buyer shall obtain from an Ohio registered and licensed surveyor (the “**Surveyor**”) a current boundary survey of the Property. Such survey (the “**Survey**”) shall, among other things, meet the Minimum Standards for Boundary Surveys in the State of Ohio, as established by OAC Chapter 4733-37, and depict all easements and other items, if any, disclosed by the Title Commitment described in paragraph 6, below. The Surveyor shall prepare a legal description of the Property, and such description shall be used in the Deed and the Title Policy, as hereinafter described. On or before ten days after the Execution Date, Seller shall deliver to Buyer copies of any surveys and title policies or title commitments pertaining to the Property.

4. Pre-Closing Investigation of the Property. During the period commencing on the Execution Date and ending June 30, 2026 (the “**Inspection Period**”), Buyer and Buyer’s inspectors and contractors shall be permitted access to the Property at reasonable times for purposes of inspecting the physical and environmental condition of the Property. There shall be no invasive testing or sampling (whether by drilling, boring or otherwise) of the Property without Seller’s prior consent, which consent shall not be unreasonably withheld. If the inspections disclose any defects in the title to or the physical and/or environmental condition of the Property or other matters unacceptable to Buyer, including, without limitation, matters disclosed by the Commitment or Survey, Buyer shall have the option, in its sole discretion, by written notice delivered to Seller before the end of the Inspection Period, to terminate this Agreement, after which Seller and Buyer shall have no further obligations to each other hereunder. Seller represents and warrants to Buyer that Seller has obtained from the Current Owner the right to provide Buyer with access to the Property for the purposes of obtaining the Survey and performing the inspections set forth in Section 4.

5. Title Policy/Deed. During the Inspection Period, Buyer shall obtain a commitment for an owner’s policy of title insurance in the amount of the purchase price (the “**Commitment**”) from the Escrow Agent (as hereinafter defined), as agent for First American Title Insurance Company or another nationally recognized title insurer acceptable to Buyer (in such capacity, the “**Title Company**”), which Commitment shall be accompanied by all documents and instruments affecting title. At Closing, the Title Company shall furnish to Buyer an Owner’s Policy of Title Insurance in the face amount of the Purchase Price insuring fee simple title to the Property in Buyer (the “**Title Policy**”), subject only to the Permitted Exceptions (defined below). Buyer hereby agrees to accept title to the Property subject to the Permitted Exceptions. On or before the Closing Date, Seller shall deposit with the Escrow Agent for recording on the Closing Date Seller’s limited warranty deed (the “**Deed**”), conveying title to the Property to Buyer in fee simple, free and clear of all liens and encumbrances created by or through Seller, except for the following “**Permitted Exceptions**”: (a) zoning ordinances, (b) taxes and assessments, both general and special, which are a lien but not then due and payable, and (c) those additional items set forth in Owner’s Title Policy issued to Buyer as of the Closing Date.

6. Closing Date. All documents and funds necessary to the completion of this transaction shall be placed in escrow with Ohio Real Title Agency, LLC, as escrow agent (in such capacity, the “Escrow Agent”), in sufficient time to permit the transfer of title to the Property to Buyer on the Closing Date, which shall occur on July 19, 2026, or such earlier or later date as is agreed upon by the parties hereto in writing (the “Closing Date”).

7. Possession; Property Taken “AS IS”. Seller shall deliver possession of the Property to Buyer on the Closing Date. Buyer acknowledges and agrees that (a) Buyer has had or will have had a reasonable opportunity to inspect the Property prior to the date hereof or prior to the end of the Inspection Period, (b) the terms of this Agreement provide Buyer with an adequate opportunity to perform Buyer’s inspection of the Property, (c) upon Closing Buyer shall be deemed to have accepted and approved the Property in all respects, (d) Seller has not made and is not making any representations or warranties of any kind or nature, either oral or written, directly or indirectly, express, implied, statutory or otherwise, with respect to or in any way concerning the condition of the Property or any aspect thereof, including, without limitation, with respect to the applicability of, or any compliance or non-compliance with, any laws, statutes, ordinances, codes, rules, regulations or permits concerning zoning, building, environmental, health or safety matters, or any income or expenses of the Property, (e) Buyer is purchasing the Property from Seller in its “AS IS,” “WHERE IS” condition and “WITH ALL FAULTS,” and (f) without limiting the generality of any of the foregoing, Seller has not made and is not making any representations or warranties of any kind whatsoever as to the presence or absence of any hazardous or toxic waste, substance or material or pollutants or contaminants, including petroleum, petroleum-containing products and asbestos (as such terms are defined in any federal, state or municipal law, rule or regulations). Buyer further acknowledges and agrees that (x) in electing to enter into this Agreement and to purchase the Property, Buyer is relying solely and exclusively on Buyer’s own knowledge, skill and experience and Buyer’s own investigation, due diligence and assessment of the Property, (y) Buyer is not relying, and has not relied, on any statement, information, representation or warranty of any kind or nature whatsoever made or provided by or from Seller or Seller’s employees, agents or representatives, other than as expressly set forth in this Agreement; and (z) Buyer hereby releases and discharges Seller from any and all liability or obligations with respect to the Property or its condition, including, without limitation, any environmental matters pertaining to or affecting the Property.

8. Escrow. An executed copy of this Agreement shall be deposited with the Escrow Agent within 10 days after the Execution Date, and this Agreement shall serve as the escrow instructions. The Escrow Agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions of acceptance are inconsistent with or in conflict with the terms and provisions hereof or with any written instructions of either party hereto not inconsistent with this Agreement, then the terms and provision of this Agreement and such written instructions shall control.

9. Adjustments. The Escrow Agent shall prorate and adjust, as of the Closing Date, real estate taxes and assessments, both general and special, if any, attributable to the Property and calculated at Closing based upon the current lot configuration and information available from the county taxing authority.
10. Costs and Expenses. Buyer shall pay at Closing (or when otherwise due), separate and apart from the Purchase Price, all costs of closing this transaction (the "Closing Costs"), including but not by way of limitation, (a) the fees of the Escrow Agent for acting as such, (b) the premium for the Title Policy, title examination and Commitment costs, (c) any conveyance or transfer fees and taxes, (d) recording fees, (e) all costs associated with Buyer obtaining Buyer's financing and (f) the Survey costs. Each party shall be responsible for its own attorneys' fees and expense.
11. Filing. On the Closing Date, the Escrow Agent shall file for record the Deed and/or such other instruments, if any, as are required and shall thereupon deliver to each of the parties the funds and documents to which they shall be respectively entitled, together with its escrow statement, provided that it shall then have on hand all funds and documents necessary to complete the within transaction and shall be in a position to and will issue and deliver the Title Policy upon the filing of the Deed for record.
12. Broker's Commissions. Seller and Buyer each represent and warrant to the other that such party has had no dealing with any real estate agent or broker so as to entitle such agent or broker to any commission in connection with the sale of the Property to Buyer. If any commission is claimed to be due, the party alleged to have dealt with the agent or broker making such claim shall contest or pay such claimed commission and shall indemnify and save the other party harmless from such claim and from any attorneys' fees and litigation or other expenses relating to such claim. The provisions of this paragraph 12 shall survive the Closing Date.
13. Contingencies.
 - (a) The obligation of Seller to sell the Property to Buyer and to otherwise comply with the terms and conditions of this Agreement is contingent upon (i) the consummation of the transaction through which Seller will obtain title to the Property, as referenced in the first Recital of this Agreement, and (ii) Seller obtaining approval of the transaction contemplated by this Agreement by the WRLC governing board on or before six (6) months after the Execution Date. In the event Seller is unable for any reason to obtain such approval, it may elect, by verbal notice to Buyer, given at any time prior to the end of the seventh (7th) month after the Execution Date, to terminate this Agreement. Upon such termination, neither party shall have any further obligations to the other hereunder, except for provisions which expressly survive termination of

this Agreement.

- (b) The obligation of Buyer to purchase the Property from Seller and to otherwise comply with the terms and conditions of this Agreement is contingent upon approval of Buyer's Council. In the event that Buyer's Council has not approved this Agreement within sixty (60) days after the Execution Date, Buyer shall have the right by written notice to Seller to terminate this Agreement. Upon such termination, neither party shall have any further obligations to the other hereunder, except for provisions which expressly survive termination of this Agreement.

14. Intentionally Deleted.

15. Defaults and Remedies.

- (a) Default by Seller. If Seller shall fail to proceed to Closing for any reason except Buyer's default or the right of Seller to terminate as provided in this Agreement, Buyer may pursue such legal and equitable remedies as to which Buyer may be entitled, including specific performance.

- (b) Default by Buyer. If Buyer fails to proceed to Closing for any reason except Seller's default or the right of Buyer to terminate as provided in this Agreement, Seller may terminate this Agreement upon written notice to Buyer, after which Buyer and Seller shall have no further obligations to each other hereunder.

16. Notices. Any notice, demand, request, consent, approval, instruction or communication that either party desires or is required to give to the other hereunder shall be in writing and either delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by prepaid overnight express courier, and addressed as follows:

If to Seller: CVG LLC
P.O. Box 252
Chesterland, Ohio 44026
Attention: Manager or General Counsel

If to Buyer: Orange Village
4600 Lander Road
Orange Village, Ohio 44022
Attention: Mayor

With a copy to: Paul J. Singerman, Esq.
Singerman, Mills, Desberg & Kauntz Co.,
L.P.A. 3333 Richmond Road, Suite 370
Beachwood, Ohio 44122

or to such other address as either of the above parties from time to time shall designate by written notice to the other, and the same shall be effective upon receipt if delivered personally or by overnight courier or three business days after deposit in the mail, if mailed. If any deadline under this Agreement falls on a Saturday, Sunday or legal holiday (which for purposes of this Agreement shall not be considered a "business day"), the deadline shall be extended to the next business day.

17. Attorneys' Fees. In the event either party hereto brings against any other party an action at law or other proceeding permitted under the terms of this Agreement in order to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs, including reasonable attorneys' fees.
18. Captions. The captions in this Agreement are for convenience only and are not intended by the parties to affect the meaning or interpretation of the terms of this Agreement.
19. Binding Effect; Assignment. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns. This Agreement and the rights and obligations of either party hereunder may not be assigned without the consent of the other party.
20. Counterparts. This Agreement may be executed in multiple counterparts by Seller and Buyer, each acting at different times and at separate locations, whether or not in the presence of each other, and any copy of this Agreement to which the signatures of both Buyer and Seller have been appended shall constitute an original hereof for all purposes, all such copies constituting one and the same original, any one of which shall constitute proof of the terms of this Agreement without the necessity of producing any other original copy.
21. Applicable Law; Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the State of Ohio. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby but rather shall be enforced to the fullest extent permitted by law.
22. Number/Gender. Where appropriate in this Agreement, words used in the singular shall include the plural and words used in the masculine shall include the feminine.

23. No Waiver. The failure of either party hereto to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions, or conditions of this Agreement or to exercise any election or option herein contained shall not be construed as a waiver or relinquishment for the future of such covenants, agreements, terms, provisions, conditions, election or option, but the same shall continue and remain in full force and effect. No waiver by either party hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of either party hereto.
24. Time of Essence; Calendar Days. Time is strictly of the essence in this Agreement. Except as provided in paragraph 16, all reference in this Agreement to days means calendar, not business, days.
25. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and any amendment or exhibit hereto.
26. Amendments. This Agreement is the complete agreement between the parties with respect to the purchase and sale of the Property. It may not be modified except by a written instrument signed by Seller and Buyer.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SELLER:

CVG LLC


Date Signed: 6-11, 2025

By: 
Alex M. Czayka
Its: Manager

BUYER:

ORANGE VILLAGE

Date Signed: 6-11, 2025

By: 
Judson
Kline Its:
Mayor

APPROVED AS TO LEGAL FORM:


Stephen L. Byron, Law Director

EXHIBIT A

Description of the Land

Situated in the Village of Orange, County of Cuyahoga, State of Ohio, being a part of Original Orange Township Lot 2, Tract 4, and being known the whole of Parcel "D", as shown by plat as recorded in AFN: 202407190345 of the Cuyahoga County Recorder's Records, containing 37.6894 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S, # S-8007 by Cunningham & Associates, Inc, in June 2024. ,

EXHIBIT B

Depiction of the Property

(See Plat attached)

LOT SPLIT & CONSOLIDATION PLAY

SITUATED IN THE VILLAGE OF ORANGE, COUNTY OF CUYAHOGA, AND THE STATE OF OHIO AND BEING KNOWN AS BEING A PART OF ORIGINAL ORANGE TOWNSHIP LOT 2 & LOT 3, TRACT 4 CONSOLIDATING 901-03-019, 901-03-020, 901-03-022, 901-03-023, 901-08-027, 901-03-032, & 901-05-002 AND SPLITTING SAME TO CREATE PARCELS A, B, C, & D AS SHOWN HEREON FOR JAY C. WEINTRAUB, TRUSTEE; SHARON ELLEN BRIONES, TRUSTEE; AND ELLIOT WEINTRAUB, TRUSTEE

7/17/2024
 In witness whereof I have hereunto set my hand and official seal at Cuyahoga Falls, Ohio, this 17th day of July, 2024.
 Notary Public
 My Commission Expires 08/24/2024

ACCEPTANCE:

KNOW ALL MEN BY THESE PRESENTS, THAT JAY C. WEINTRAUB, TRUSTEE OF THE JACK WEINTRAUB IRREVOCABLE TRUST DATED DECEMBER 30, 1992, OWNER OF THE LANDS ENHANCED WITHIN THIS PLAY TO BE MY FREE ACT AND DEED AS SHOWN AND GRANT EASEMENTS AS SHOWN ACCORDINGLY TO THE LEGEND. I CERTIFY THAT THERE ARE NO DELINQUENT TAXES OR ASSESSMENTS AGAINST THE LANDS WITHIN THIS SUBDIVISION.

JAY C. WEINTRAUB, TRUSTEE OF THE JACK WEINTRAUB IRREVOCABLE TRUST DATED DECEMBER 30, 1992

Jay Weintraub
 DATE

JAY C. WEINTRAUB, TRUSTEE OF THE JACK WEINTRAUB IRREVOCABLE TRUST DATED DECEMBER 30, 1992

COUNTY OF Cuyahoga) S.S.
 STATE OF Ohio)

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED SHARON ELLEN BRIONES, TRUSTEE OF THE JACK WEINTRAUB IRREVOCABLE TRUST DATED DECEMBER 30, 1992, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT AND THE SIGNING OF THIS PLAY TO BE HIS OWN FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Cuyahoga Falls, Ohio THIS 16 DAY OF July, 2024.

Sharon Ellen Briones
 INTERVIEWED BY ME AT COMMISSION EXPIRES 9-21-2024
 Anthony J. Negro

KNOW ALL MEN BY THESE PRESENTS, THAT SHARON ELLEN BRIONES, TRUSTEE OF THE JACK WEINTRAUB IRREVOCABLE TRUST DATED DECEMBER 30, 1992, OWNER OF THE LANDS ENHANCED WITHIN THIS PLAY TO BE MY FREE ACT AND DEED AS SHOWN AND GRANT EASEMENTS AS SHOWN ACCORDINGLY TO THE LEGEND. I CERTIFY THAT THERE ARE NO DELINQUENT TAXES OR ASSESSMENTS AGAINST THE LANDS WITHIN THIS SUBDIVISION.

SHARON ELLEN BRIONES, TRUSTEE OF THE JACK WEINTRAUB IRREVOCABLE TRUST DATED DECEMBER 30, 1992

Sharon Ellen Briones
 DATE 27 June 2024

COUNTY OF Cuyahoga) S.S.
 STATE OF OHIO)

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED SHARON ELLEN BRIONES, TRUSTEE OF THE JACK WEINTRAUB IRREVOCABLE TRUST DATED DECEMBER 30, 1992, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT AND THE SIGNING OF THIS PLAY TO BE HIS OWN FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Cuyahoga Falls, Ohio THIS 17 DAY OF July, 2024.

Sharon Ellen Briones
 INTERVIEWED BY ME AT COMMISSION EXPIRES
 Notary Public in and for the State of Ohio



PLANS PREPARED BY:
CUNNINGHAM & ASSOCIATES, INC.
 CIVIL ENGINEERING AND SURVEYING
 203 W. LIBERTY ST. MEDINA, OHIO 42356 (330) 725-5980



LOCATION MAP

ACCEPTANCE OF ORANGE VILLAGE:

THIS PLAY IS APPROVED BY THE VILLAGE ENGINEER OF ORANGE VILLAGE FOR RECORDING PURPOSES ON THIS 12 DAY OF July, 2024.

John P. ...
 VILLAGE ENGINEER DATE 7/12/24

THIS PLAY IS APPROVED BY THE PLANNING COMMISSION OF ORANGE VILLAGE FOR RECORDING PURPOSES ONLY THIS 10 DAY OF July, 2024.

John P. ...
 PLANNING COMMISSION CHAIRMAN DATE 7/12/24

THIS PLAY IS APPROVED BY THE ORANGE VILLAGE COUNCIL BY RESOLUTION ADOPTED THIS 10 DAY OF July, 2024.

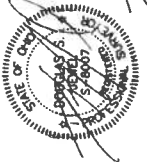
John P. ...
 VILLAGE COUNCIL CHAIRMAN DATE 7/12/24

CERTIFICATION:

I HEREBY CERTIFY THIS DRAWING TO BE OF A SURVEY MADE BY ME AND/OR UNDER MY DIRECT SUPERVISION AND TO BE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.

John P. ...
 SURVEYOR, B.S. IN CIVIL ENGINEERING, SURVEYING 5-0007 DATE 10 June 2024



ACCEPTANCE:

KNOW ALL MEN BY THESE PRESENTS, THAT ELLIOT WEINTRAUB, SUCCESSOR TRUSTEE UNDER THE RESTATMENT OF DECLARATION OF TRUST OF MARGARET WEINTRAUB DATED JULY 18, 2014, OWNER OF THE LANDS ENHANCED WITHIN THIS PLAY TO BE MY FREE ACT AND DEED AS SHOWN AND GRANT EASEMENTS AS SHOWN ACCORDINGLY TO THE LEGEND. I CERTIFY THAT THERE ARE NO DELINQUENT TAXES OR ASSESSMENTS AGAINST THE LANDS WITHIN THIS SUBDIVISION.

ELLIOT WEINTRAUB, SUCCESSOR TRUSTEE UNDER THE RESTATMENT OF DECLARATION OF TRUST OF MARGARET WEINTRAUB DATED JULY 18, 2014

Elliot Weintraub
 DATE 7/17/24

ELLIOT WEINTRAUB, SUCCESSOR TRUSTEE UNDER THE RESTATMENT OF DECLARATION OF TRUST OF MARGARET WEINTRAUB DATED JULY 18, 2014

COUNTY OF Cuyahoga) S.S.
 STATE OF OHIO)

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED ELLIOT WEINTRAUB, SUCCESSOR TRUSTEE OF THE RESTATMENT OF DECLARATION OF TRUST OF MARGARET WEINTRAUB DATED JULY 18, 2014, WHO ACKNOWLEDGED THE SIGNING OF THIS PLAY TO BE HIS OWN FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Cuyahoga Falls, Ohio THIS 17 DAY OF July, 2024.

Elliot Weintraub
 INTERVIEWED BY ME AT COMMISSION EXPIRES 08/25/2027
 Notary Public

KNOW ALL MEN BY THESE PRESENTS, THAT ELLIOT WEINTRAUB, SUCCESSOR TRUSTEE OF THE RESTATMENT OF DECLARATION OF TRUST OF MARGARET WEINTRAUB DATED SEPTEMBER 11, 2003, OWNER OF THE LANDS ENHANCED WITHIN THIS PLAY TO BE MY FREE ACT AND DEED AS SHOWN AND GRANT EASEMENTS AS SHOWN ACCORDINGLY TO THE LEGEND. I CERTIFY THAT THERE ARE NO DELINQUENT TAXES OR ASSESSMENTS AGAINST THE LANDS WITHIN THIS SUBDIVISION.

ELLIOT WEINTRAUB, SUCCESSOR TRUSTEE OF THE RESTATMENT OF TRUST OF SOL WEINTRAUB DATED SEPTEMBER 11, 2003

Elliot Weintraub
 DATE 7/17/24

ELLIOT WEINTRAUB, SUCCESSOR TRUSTEE OF THE RESTATMENT OF TRUST OF SOL WEINTRAUB DATED SEPTEMBER 11, 2003

COUNTY OF Cuyahoga) S.S.
 STATE OF OHIO)

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED ELLIOT WEINTRAUB, SUCCESSOR TRUSTEE OF THE RESTATMENT OF TRUST OF SOL WEINTRAUB DATED SEPTEMBER 11, 2003, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT AND THE SIGNING OF THIS PLAY TO BE HIS OWN FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT Cuyahoga Falls, Ohio THIS 17 DAY OF July, 2024.

Elliot Weintraub
 INTERVIEWED BY ME AT COMMISSION EXPIRES 08/25/2027
 Notary Public

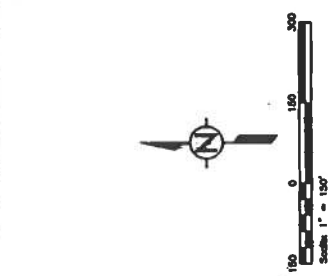
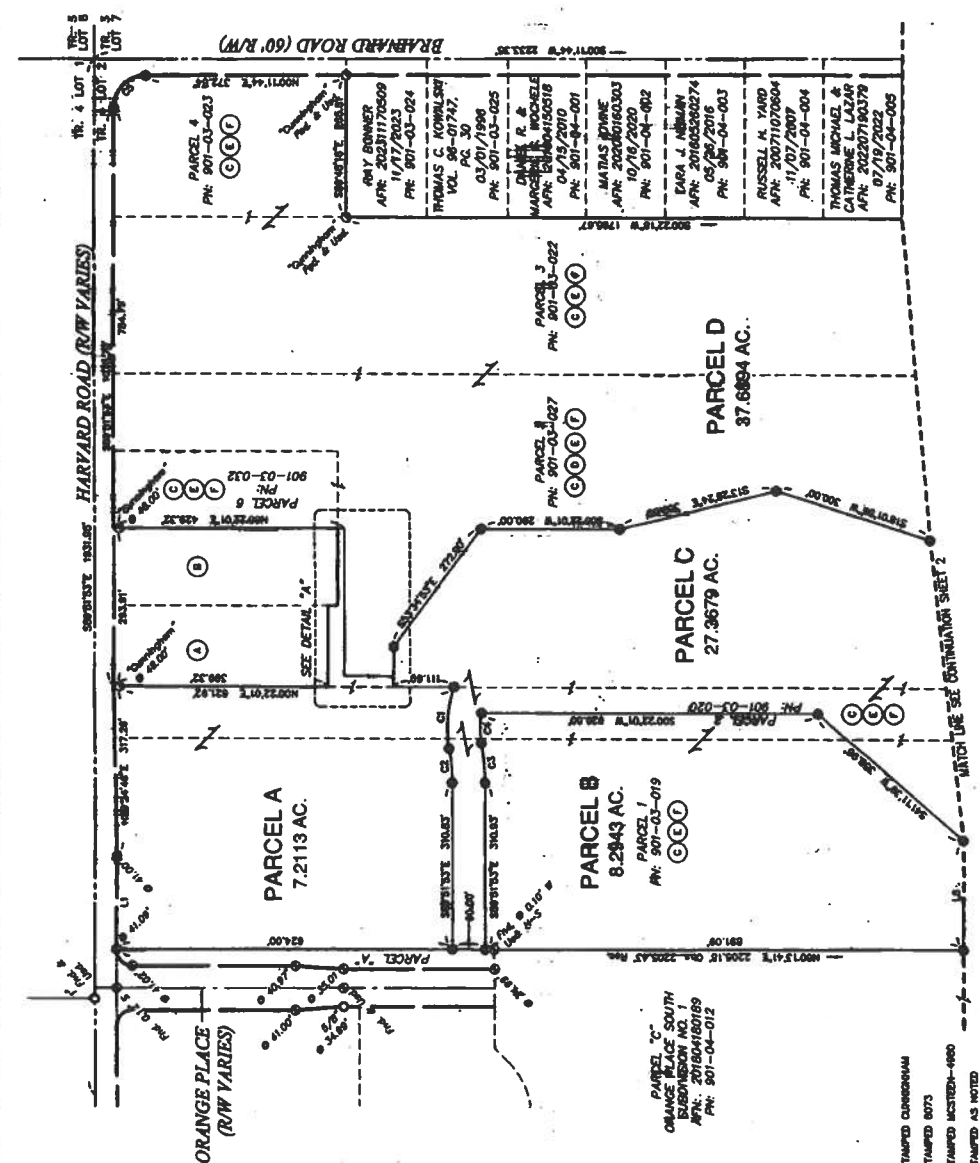
LOT SPLIT & CONSOLIDATION PLAN

COUNTY OF CUYAHOGA
STATE OF OHIO

CUNNINGHAM & ASSOCIATES, INC.
CIVIL ENGINEERING AND SURVEYING
203 W. LIBERTY ST., MEDINA, OHIO 44130 TEL: 725-1980

CTTY: VILLAGE OF ORANGE
TOWNSHIP: ORANGE TWP.
LOT NUMBER: 1A1
PROP OWNER: J.C. MENTRAUB & S.F. BRONKES TRUSTEE
PROP OWNER: ELLIOT MENTRAUB TRUSTEE

DATE: 11/17/2023
DRAWN BY: JAY C. MENTRAUB
CHECKED BY: JAY C. MENTRAUB
SCALE: 1" = 150'
SHEET NO. 2 OF 3



Line Table

Line #	Bearing	Length
L1	S89°15'37"E	174.00
L2	S87°15'37"E	150.00
L3	S87°15'37"E	150.00
L4	S89°15'37"E	143.00
L5	S87°15'37"E	12.29
L6	S87°15'37"E	82.89
L7	S87°15'37"E	74.60
L8	S87°15'37"E	84.67

Curve Table

Curve #	Radius	Delta	Chord Bearing	Chord Length	Arc Length
C1	577.00	272°28'00"	S64°14'29"W	116.82	116.81
C2	380.00	97°37'34"	N85°19'20"E	84.10	84.10
C3	446.00	87°37'34"	N85°19'20"E	74.17	74.18
C4	197.00	173°25'59"	N87°42'57"W	82.71	82.89
C5	80.00	80°37'32"	N44°30'19"W	44.90	44.21

- LEGEND**
- - 5/8" ROD-PIV. PTD. W/CAP STAMPED DIMENSIONS
 - ⊙ - 5/8" ROD-PIV. PTD. W/CAP STAMPED DIMENSIONS
 - ⊘ - 1/2" ROD-PIV. PTD. W/CAP STAMPED DIMENSIONS-490
 - ⊚ - 1/2" ROD-PIV. PTD. W/CAP STAMPED AS NOTED
 - ⊛ - 5/8" ROD-PIV. PTD. SET W/CAP STAMPED DIMENSIONS
 - - 100M PIV. PTD. (NO CAP)
 - - MAG. NAIL INCL.
 - ⊙ - PTD. - PENDING
 - ⊘ - MEASURED
 - ⊚ - OBSERVED
 - ⊛ - RECORDED
 - ⊜ - USED
 - ⊝ - CALCULATED
- ① KENNETH W. GUMBERT, TRUSTEE
APR: 20191210654
11/17/2023
PK: 901-03-028
 - ② 2750 HARVARD ROAD, LLC
11/21/2019
APR: 20191210809
PK: 901-03-021
 - ③ JAY C. MENTRAUB & SHARON ELLEN BRONKES TRUSTEES
VOL. 92-19208, PG. 43
12/20/1992 &
 - ④ JAY C. MENTRAUB & SHARON ELLEN BRONKES CO-TRUSTEES
APR: 20231117066
11/17/2023
 - ⑤ ELLIOT MENTRAUB SUCCESSOR TRUSTEE
APR: 20231160124
11/15/2023
 - ⑥ ELLIOT MENTRAUB SUCCESSOR TRUSTEE
APR: 20231210064
11/27/2023

REFERENCE:
COUNTY HEALTH DEPARTMENT RECORDS
COUNTY PLAC. SOUTH SUBDIVISION NO.
APR: 20191210809
GENTRUBS BRNKS PLAY
ORANGE TRS. ESTATED
VOL. 92A, PG. 4-7
VOL. 92B, PG. 1-11
VOL. 92C, PG. 1-11
ORDS. AS LISTED HEREON



Aerial

Property Boundary - 2 ac.

Parcels

Parks and Managed Areas

Land Conservancy Protected Properties

Municipal Boundaries

County Boundaries

Township Boundaries

Municipal Roads

EXHIBIT C

County: CUYAHOGA
Municipality: ORANGE



Western Reserve
Land Conservancy
land • people • community

