

ORDINANCE NO. 146-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT EASEMENT AGREEMENTS FOR THE WEST SMITH ROAD RECONSTRUCTION PROJECT (PARCEL #9), AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 111-14, passed June 23, 2014 authorized the Fair Market Value Estimates for the West Smith Road Reconstruction Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized to accept the Easement Agreements for the West Smith Road Reconstruction Project (Parcel #9).

SEC. 2: That a copy of the Easement Agreement is marked Exhibit A, attached hereto, and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage 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 the law.

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to finalize and submit payment to the property owners; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: November 23, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 24, 2015

SIGNED: Dennis Hanwell
Mayor

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): 9 WDV, TV, TV1, TV2
MED-West Smith Road (PID 81334)

This Agreement is by and between the City of Medina ["Purchaser"] and Gowe Leasing Limited, an Ohio Limited Liability Company ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$1,550.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and

conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If

the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Medina and Gowe Leasing Limited, an Ohio Limited Liability Company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Gowe Leasing Limited, an Ohio Limited Liability Company

By: James Gow
Its: JAMES GOWE
Date: 11.4.15

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 4th day of November, 20 15, before me the subscriber, a Notary Public in and for said state and county, personally came the above named James Gowe, who acknowledged being the Member, and duly authorized agent of Gowe Leasing Limited, an Ohio Limited Liability Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Joseph E. Almay
NOTARY PUBLIC
My Commission expires: 8/22/18



JOSEPH E. ALMAY
Notary Public
In and for the State of Ohio
My Commission Expires
August 22, 2018

City of Medina

Dennis Hanwell

Dennis Hanwell

Mayor

Date:

11-24-2015

STATE OF OHIO, COUNTY OF MEDINA ss:

BE IT REMEMBERED, that on the 24th day of November, 2015, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Dennis Hanwell, the Mayor and duly authorized representative of City of Medina, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of City of Medina.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Kimberly A. Walter

NOTARY PUBLIC

My Commission Expires: Kimberly A. Walter

Notary Public

State of Ohio

My Comm Expires Aug. 3, 2018

EXHIBIT A

RX 251 WDV

Page 1 of 2

Rev. 05/09

Ver. Date 12/17/2012

PID 81334

PARCEL 9-WDV ^{Att}
WEST SMITH ROAD
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 1796 and being a parcel conveyed September 12, 2012 to Gowe Leasing Limited by Document No. 2012OR022446 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 63.12 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the intersection of the existing northerly right of way line and the proposed northerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

1. thence along a curve to the right, said curve having a radius of 45 feet and arc length of 38.09 feet, said arc subtending a central angle of 48 degrees 29 minutes 36 seconds and having a chord bearing and distance of North 64 degrees 56 minutes 48 seconds East, 36.96 feet to an Iron Pin Set on the existing westerly right of way line of State Road;
2. thence South 00 degrees 03 minutes 58 seconds East a distance of 15.18 feet along existing westerly right of way line of State Road;
3. thence South 89 degrees 11 minutes 47 seconds West a distance of 33.51 feet to an Iron Pin Set and along the existing northerly right of way line of West Smith Road to the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-20-011 and contains a gross take of 0.0036 acres more or less.

EXHIBIT A

RX 251 WDV

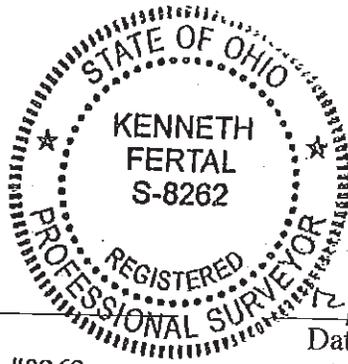
Page 2 of 2

Rev. 05/09

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



[Handwritten Signature]

Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

12/17/2012
Date

Legal Approved
Date 1-8-2013
By *[Handwritten Signature]*

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

PARCEL 9-TV #11
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 3491 and being parcel conveyed September 12, 2012 to Gowe Leasing Limited by Document No. 2012OR022446 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 492.43 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the existing northerly right of way line of West Smith Road and being the TRUE POINT OF BEGINNING.

1. thence North 48 degrees 09 minutes 51 seconds East a distance of 27.42 feet to a point;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 24.76 feet to a point;
3. thence South 34 degrees 33 minutes 44 seconds East a distance of 21.65 feet to a point and the existing northerly right of way line of West Smith Road;
4. thence South 89 minutes 11 minutes 47 seconds West along said right of way line a distance of 57.47 feet to a point and the TRUE POINT OF BEGINNING.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-20-013 and contains a gross take of 0.017 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

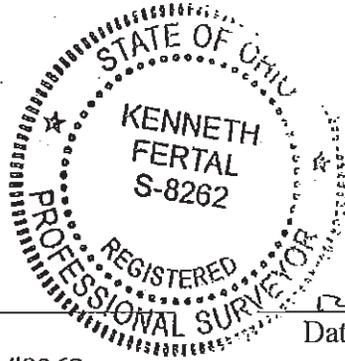
EXHIBIT A

Page 2 of 2

RX 287 TV

Rev. 06/09

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



Kenneth Fertal
Professional Surveyor #8262

12/17/2012
Date

HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 9-TV1 AM
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING DRIVE AND GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 3487 and being a parcel conveyed September 12, 2012 to Gowe Leasing Limited by Document No. 2012OR022446 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 268.07 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the existing northerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 19 degrees 52 minutes 15 seconds East a distance of 11.33 feet to a point;
2. thence North 89 degrees 11 minutes 47 seconds East a distance of 20.00 feet to a point;
3. thence South 21 degrees 28 minutes 41 seconds East a distance of 11.33 feet to a point and the existing northerly right of way line of West Smith Road;
4. thence South 89 minutes 11 minutes 47 seconds West along said existing right of way line a distance of 28.00 feet to a point and the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-20-012 and contains a gross take of 0.0058 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

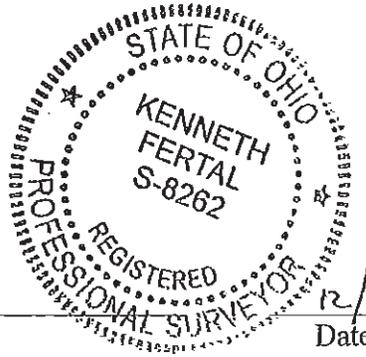
EXHIBIT A

Page 2 of 2

RX 287 TV

Rev. 06/09

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



A handwritten signature in black ink, appearing to read "K. Fertal", written over a horizontal line.

Kenneth Fertal
Professional Surveyor #8262

12/17/2012
Date

HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

EXHIBIT A

Page 1 of 2

RX 287 TV

Rev. 06/09

Ver. Date 12/17/2012

PID 81334

**PARCEL 9-TV2 AM
WEST SMITH ROAD
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
RECONSTRUCT THE EXISTING GRADING
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF MEDINA, MEDINA COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Medina, City of Medina, and known as being part of Medina City Lot No. 1796 and being a parcel conveyed September 12, 2012 to Gowe Leasing Limited by Document No. 2012OR022446 of the Medina County Recorders Records and being a parcel of land lying on the left side of the centerline of right of way of West Smith Road, width 60.00 feet, and bounded and described as follows:

BEGINNING from the intersection of the centerline of right of way of West Smith Road, at Station 64+97.29, and the centerline of right of way of State Road, at Station 00+00.00; thence South 89 degrees 11 minutes 47 seconds West along the centerline of right of way of West Smith Road a distance of 229.35 feet; thence North 00 degrees 48 minutes 13 seconds West a distance of 30.00 feet to the existing northerly right of way line of West Smith Road and being the **TRUE POINT OF BEGINNING**.

1. thence North 00 degrees 14 minutes 05 seconds West a distance of 18.61 feet to a point;
2. thence North 89 degrees 38 minutes 38 seconds East a distance of 199.77 feet to a point and the existing westerly right of way line of State Road;
3. thence South 00 degrees 03 minutes 58 seconds East along said right of way line a distance of 1.87 feet to a point and the proposed westerly right of way line of State Road;
4. thence along a curve to the right, said curve having a radius of 45 feet and an arc length of 38.09 feet, said arc subtending a central angle of 48 degrees 29 minutes 36 seconds and having a chord bearing and distance of South 64 degrees 56 minutes 48 seconds West, 36.96 feet to a point on the existing northerly right of way line of West Smith Road;
5. thence South 89 degrees 11 minutes 47 seconds West along the said existing right of way line a distance of 166.22 feet to a point and the **TRUE POINT OF BEGINNING**.

The above described area is contained within Medina County Auditor's Permanent Parcel Number 029-19A-20-011 and contains a gross take of 0.0782 acres more or less.

All Bearings are relative to Grid North based on the Ohio State Plane Coordinate System, North Zone on NAD 83, (CORS96).

EXHIBIT A

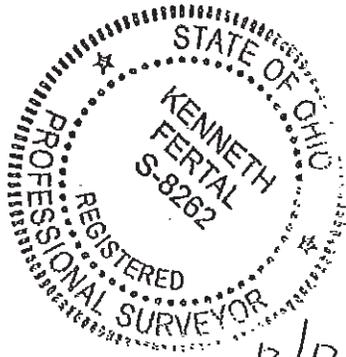
Page 2 of 2

RX 287 TV

Rev. 06/09

This description was prepared by Kenneth Fertal, Professional Surveyor Number 8262 of HNTB Ohio, Inc., on December 17, 2012.

This description is based on a survey made in 2011 by Campbell and Associates, Inc. under the direction and supervision of James P. Yurkschatt, Professional Land Surveyor Number 7809.



12/17/2012
Date

Kenneth Fertal
Professional Surveyor #8262
HNTB Ohio, Inc.
1100 Superior Avenue, Suite 1310
Cleveland, OH 44114

RESOLUTION

I, JIM GOWE, A MEMBER OF GOWE LEASING LIMITED, AN OHIO LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF OHIO (THE "COMPANY"), HERBY CERTIFY THAT: (I) GOWE LEASING LIMITED, LLC IS RUN BY MEMBERS; (II) I AM CURRENTLY THE MEMBER OF GOWE LEASING LIMITED, LLC; AND (III) AS SUCH, I AM NOT PROHIBITED OR LIMITED BY THE ARTICLES OF ORGANIZATION FROM BINDING THE LLC.

PARCEL(S): 9 WDV, TV, TV1, TV2
MED-West Smith Road (PID 81334)

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE E MADE A PART HEREOF

WHEREAS, THE CITY OF MEDINA, OHIO HAS OFFERED THE SUM OF \$1,550.00 FOR THE PURCHASE OF SAID CERTAIN PARCEL OR PARCELS OF LAND.

NOW THEREFORE BE IT RESOLVED, THAT Jim Gowe, THE MEMBER SHALL BE, AND HEREBY IS, THE DULY AUTHORIZED, EMPOWERED AND ACTING AGENT OF GOWE LEASING LIMITED, AN OHIO LIMITED LIABILITY COMPANY FOR THE PURPOSE OF EXECUTING AND DELIVERING TO THE CITY OF MEDINA, OHIO ALL NECESSARY INSTRUMENTS TO EFFECT A GOOD AND SUFFICIENT CONVEYANCE OF SAID CERTAIN PARCEL OR PARCELS OF LAND FROM GOWE LEASING LIMITED, AN OHIO LIMITED LIABILITY COMPANY TO THE CITY OF MEDINA, OHIO, FOR THE HEREINABOVE MENTIONED CONSIDERATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS AFFIXED HIS SIGNATURE THIS _____ DAY OF Nov. 4, 2015. THE LLC HAS NO SEAL.

Jim Gowe
By: JAMES GOWE, MEMBER

(LS)

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gowe Leasing Limited, an Ohio Limited Liability Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
506 N. Broadway St.

6 City, state, and ZIP code
Medina, OH 44256

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3 | 4 | - | 1 | 9 | 0 | 9 | 3 | 0 | 6 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *11-4-15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

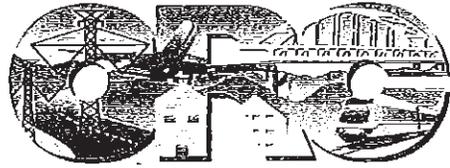
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ORD 146-15
Ech. A



O. R. Colan ASSOCIATES

REAL ESTATE SOLUTIONS FOR INFRASTRUCTURE

November 4, 2015

Patrick Patton, P.E.
City Engineer
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Re: **MED-West Smith Road**
PID No.: 81334
Parcel No. 9-WDV,TV,TV1,TV2 (Gowe Leasing Limited)

Dear Mr. Patton:

Enclosed so that the City may start the process for payment in regard to the above referenced parcel is the following:

- Signed Contract for Sale and Purchase of Real Property (*Original – needs countersigned*)
- Signed Resolution - Signing Authority - (Original)
- W-9 (Original)

Please review the enclosed documentation and process a check in the amount of **\$1,550.00** payable to "**Gowe Leasing Limited**". Once the check has been processed, please call me to pick it up along with a completely executed contract in order for us to complete the closing on the parcel.

If you have any questions or need additional information, please do not hesitate to contact me at 440.827.6116 ext. 204.

Respectfully,

Matthew Starling
Project Manager

Enclosures