

May 12, 2025



**Mr. Nick Sugar**  
**City Planner**  
**City of Hudson**  
**1140 Terex Road**  
**Hudson, Ohio 44236**

## Hudson High School – Orchestra Addition Construction Schedule

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Dear Mr. Sugar,

The proposed Orchestra Addition Hudson High School is scheduled to start construction late summer 2025 and be Substantially Complete by late summer/early fall 2026. Once the necessary approvals and permits have been obtained by Authorities Having Jurisdiction and a Construction Manager has been selected, a more detailed schedule and timeline will be developed.

As with past Hudson City School projects, this project will be a collaborative effort and to be a good neighbor, providing a safe construction site and completing the project for enhancing the Fine Arts programs for the students and staff at Hudson High School.

Please contact me at (330) 572-2113 or via email at [jpeterson@gpdgroup.com](mailto:jpeterson@gpdgroup.com) with any questions or concerns.

Respectfully,

A handwritten signature in blue ink, appearing to read "John P. Peterson", with a long horizontal flourish extending to the right.

John P. Peterson, AIA  
Project Manager

C; Thomas Barone/HCSO

# HUDSON CITY SCHOOL DISTRICT



*Dedicated to Excellence in Education*  
www.hudson.k12.oh.us

May 30, 2025

Greg Hannan  
Community Development Director  
City of Hudson, 1140 Terex Road, Hudson Ohio 44236  
P:330-342-3881

Dear Mr. Hannan

In lieu of a performance bond, please allow this letter to serve as acknowledgment that Hudson City Schools has the necessary funds on hand to completely fund the construction of the Harmony Project Orchestra Room, a building addition to Hudson High School. District funds that have been dedicated to the project total \$1,932,295. In addition, donor funds specifically dedicated to this project total \$1,184,250. The Total of available funds to date are \$3,116,545. Currently, the engineer's estimate for the project is estimated to be at \$2,430,454. With adjustments for inflation, scope adjustments, soft costs, permits, fees, and contingency dollars, the final project cost is estimated to come in closer to \$3 million. We feel confident the district has the funds necessary currently on hand to complete this project. (See attached the cost estimate detail)

If you have any questions regarding, the district's ability to meet this obligation, please let me know. You can reach me at 330-653-1270.

*Phillip D. Butto*

Thank you  
Phillip Butto

**PHILLIP D. BUTTO IV, TREASURER/CFO**



76 N. HAYDEN PARKWAY  
HUDSON, OH 44236



BUTTOP@HUDSON.K12.OH.US



330-653-1270



Estimate Date: 12/04/24  
 Drawing Date:  
 Revision: 0

**HS Orchestra Addition**  
**Conceptual Estimate**

**Addition**

ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	ITEM TOTAL	SUB TOTAL	TOTAL
	Building Area in SF	5,100	GSF				
<b>01 GENERAL CONDITIONS</b>				<b>0.00</b>		<b>\$</b>	<b>-</b>
<b>02 EXISTING CONDITIONS</b>				<b>1.76</b>		<b>\$</b>	<b>9,000</b>
	<b>Site Demolition</b>					<b>4,000</b>	
	Trees	5	EA	800.00	4,000		
	<b>Selective Demolition</b>					<b>5,000</b>	
	Aluminum Storefront Windows	10	EA	500.00	5,000		
<b>03 CONCRETE</b>				<b>29.18</b>		<b>\$</b>	<b>148,830</b>
	<b>Structural Concrete</b>					<b>63,300</b>	
	Continuous Footings	80	CY	700.00	56,000		
	Doweling	110	LF	60.00	6,600		
	Exterior Frost Walls	1	CY	700.00	700		
	<b>Building Excavation</b>					<b>12,930</b>	
	Continuous Footing Excavation & Backfill	350	LF	25.00	8,750		
	Frost Footing Excavation & Backfill	9	LF	20.00	180		
	Survey & Layout Foundations	1	LS	2,000.00	2,000		
	Conventional Dewatering	1	LS	2,000.00	2,000		
	<b>Flatwork</b>					<b>72,600</b>	
	4" S.O.G.w/porous fill & vapor barrier	4,500	SF	11.00	49,500		
	4" S.O.D/Precast	500	SF	30.00	15,000		
	Isolation Slab	500	SF	15.00	7,500		
	Frost Slabs	20	SF	30.00	600		
<b>04 MASONRY</b>				<b>102.51</b>		<b>\$</b>	<b>522,805</b>
	<b>Foundation Block</b>					<b>14,520</b>	
	Block Foundations	660	SF	22.00	14,520		
	<b>Masonry Block Walls</b>					<b>238,800</b>	
	8" CMU Partitions	300	SF	20.00	6,000		
	8" CMU Bearing	1,250	SF	24.00	30,000		
	12" CMU Bearing	7,800	SF	26.00	202,800		
	<b>Veneer</b>					<b>208,985</b>	
	4" Utility Brick Veneer	4,900	SF	32.00	156,800		
	3" Dow Cavity Mate Ultra	4,900	SF	10.00	49,000		
	Clean Brick	4,900	SF	0.65	3,185		
	<b>Miscellaneous</b>					<b>60,500</b>	
	Layout	1	LS	2,000.00	2,000		
	Masonry Demo For New Door w/Lintel	1	EA	7,500.00	7,500		
	Masonry In-fills	9	EA	4,000.00	36,000		
	Masonry Tie-in	1	LS	5,000.00	5,000		
	Shoring	1	LS	5,000.00	5,000		
	Firestopping	1	LS	2,000.00	2,000		
	Mock-up	1	LS	3,000.00	3,000		
<b>05 METALS</b>				<b>35.88</b>		<b>\$</b>	<b>183,000</b>
	<b>Structural Steel</b>					<b>173,000</b>	
	Steel Bar Joist Roof Construction	15	Ton	6,500.00	97,500		
	Roof Deck Angle	1	Ton	4,500.00	4,500		



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ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	ITEM TOTAL	SUB TOTAL	TOTAL
	Mezzanine Framing	5	Ton	4,500.00	22,500		
	Misc. Structural & Lintels	3	Ton	4,500.00	13,500		
	1.5" Metal Floor Deck	5	SQ	700.00	3,500		
	1.5" Metal Roof Deck	45	SQ	700.00	31,500		
	<b>Misc. Metal</b>					<b>10,000</b>	
	Mezz Stair	1	EA	10,000.00	10,000		
<b>06 WOOD &amp; PLASTIC</b>				<b>6.76</b>		<b>\$</b>	<b>34,500</b>
	<b>Rough Carpentry</b>					<b>34,500</b>	
	Expansion Joint Blocking	130	LF	50.00	6,500		
	Top Of Masonry Blocking	340	LF	50.00	17,000		
	2x6 Window Jamb/Head Blocking	300	LF	20.00	6,000		
	Temp Enclosures	1	ALLOW	5,000.00	5,000		
	<b>Finish Carpentry</b>					<b>0</b>	
<b>07 THERM. &amp; MOIST. PROTECTION</b>				<b>28.22</b>		<b>\$</b>	<b>143,900</b>
	<b>Building Insulation</b>					<b>4,800</b>	
	2" Foundation Insulation	1,200	SF	4.00	4,800		
	<b>Fire Stopping</b>					<b>See Div. 4 &amp; 9</b>	
	<b>Roofing</b>					<b>120,500</b>	
	EPDM, Protection Bd, 4.5" insulation	4,600	SF	25.00	115,000		
	Roof-to-Wall Expansion Joints	110	LF	50.00	5,500		
	<b>Sheetmetal</b>					<b>13,600</b>	
	Parapet Cap	340	LF	40.00	13,600		
	<b>Caulking &amp; Sealants</b>					<b>5,000</b>	
		5,000	SF Bldg	1.00	5,000		
<b>08 DOORS &amp; WINDOWS</b>				<b>17.90</b>		<b>\$</b>	<b>91,300</b>
	<b>Doors, Frames &amp; Hardware</b>					<b>23,200</b>	
	Doors and Frames	4	EA	3,000.00	12,000		
	Aluminum Door Hardware	2	EA	4,000.00	8,000		
	HM Windows/Frames	64	SF	50.00	3,200		
	<b>Glass &amp; Aluminum</b>					<b>68,100</b>	
	Aluminum/FRP Entrance Doors	4	EA	4,500.00	18,000		
	Storefront Windows	496	SF	100.00	49,600		
	Miscellaneous Door Glazing	20	SF	25.00	500		
<b>09 FINISHES</b>				<b>30.76</b>		<b>\$</b>	<b>156,880</b>
	<b>Metal Stud &amp; Drywall</b>					<b>0</b>	
	<b>Flooring</b>					<b>41,820</b>	
	LVT Flooring	4,500	SF	9.00	40,500		
	Rubber Base	330	LF	4.00	1,320		
	<b>Acoustic Ceilings</b>					<b>43,250</b>	
	Armstrong Optima (Clouds)	2,400	SF	10.00	24,000		
	Axiom Trims	650	LF	25.00	16,250		
	Armstrong School Zone 2x4	500	SF	6.00	3,000		
	<b>Acoustic Treatments</b>					<b>45,740</b>	
	4'x8' VersaTune Wall Panels	1,100	SF	30.00	33,000		



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ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	ITEM TOTAL	SUB TOTAL	TOTAL
	Geometric Diffusors - Lay-in 2'x4'	49	EA	260.00	12,740		
	<b>Painting</b>					26,070	
	Paint Masonry Walls	9,700	SF	1.35	13,095		
	Paint HM Frames New & Existing	6	EA	200.00	1,200		
	Paint Stair	1	LS	1,500.00	1,500		
	Paint Exposed Ceiling	4,500	SF	1.75	7,875		
	Paint Existing Walls @ Infills	1,200	SF	2.00	2,400		
<b>10</b>	<b>SPECIALTIES</b>			<b>0.91</b>			<b>\$ 4,665</b>
	<b>Visual Display Boards</b>					2,125	
	Markerboards	85	SF	25.00	2,125		
	<b>Signage</b>					2,040	
	Building & Room Signage	5,100	SF bldg	0.40	2,040		
	<b>Misc. Specialties</b>					500	
	Fire Ext./Cabinet	1	EA	500.00	500		
<b>11</b>	<b>EQUIPMENT</b>			<b>0.00</b>			<b>\$ -</b>
<b>12</b>	<b>FURNISHINGS</b>			<b>24.31</b>			<b>\$ 124,000</b>
	<b>Loose Furnishings</b>					51,000	
	Loose Furnishings	5,100	SFBldg	10.00	51,000		
	<b>Casework</b>					73,000	
	Plastic Laminate Casework	1	LS	18,000.00	18,000		
	Orchestra Instrument Storage	1	LS	45,000.00	45,000		
	Corridor Storage	1	LS	10,000.00	10,000		
<b>13</b>	<b>SPECIAL CONSTRUCTION</b>			<b>0.00</b>			<b>\$ -</b>
<b>14</b>	<b>CONVEYING SYSTEMS</b>			<b>0.00</b>			<b>\$ -</b>
<b>21</b>	<b>FIRE SUPPRESSION</b>						<b>\$ 45,900</b>
	<b>Sprinkler System</b>					45,900	
	Automatic sprinkler system - Addition	5,100	SF Bldg	9.00	45,900		
	Fire Pump				Not Included		
<b>22</b>	<b>PLUMBING</b>						<b>\$ 48,000</b>
	<b>Plumbing</b>					48,000	
	Roof Drains	2	EA	6,000.00	12,000		
	Cabinet Sink	1	EA	6,000.00	6,000		
	Water, Sanitary & Storm Tie-ins	1	LS	30,000.00	30,000		
<b>23</b>	<b>HVAC</b>						<b>\$ 295,000</b>
	<b>HVAC</b>					295,000	
	Air Handler, Ductwork, VAV,s, Piping, Controls etc.	5,100	SF Bldg	50.00	255,000		
	Heating & Cooling Water Tie-ins	1	LS	40,000.00	40,000		
<b>26</b>	<b>ELECTRICAL</b>						<b>\$ 163,200</b>
	<b>Electrical Systems</b>					163,200	
26A	Lighting, Power & Fire Alarm	5,100	SF Bldg	32.00	163,200		
26A	Electric Service Relocations	1	LS				
<b>27</b>	<b>COMMUNICATIONS</b>						<b>\$ 61,200</b>
	<b>Cabling/Network/Phone/AV Technology</b>					61,200	
	Cabling/Network/Phone/AV Technology	5,100	SF Bldg	12.00	61,200		



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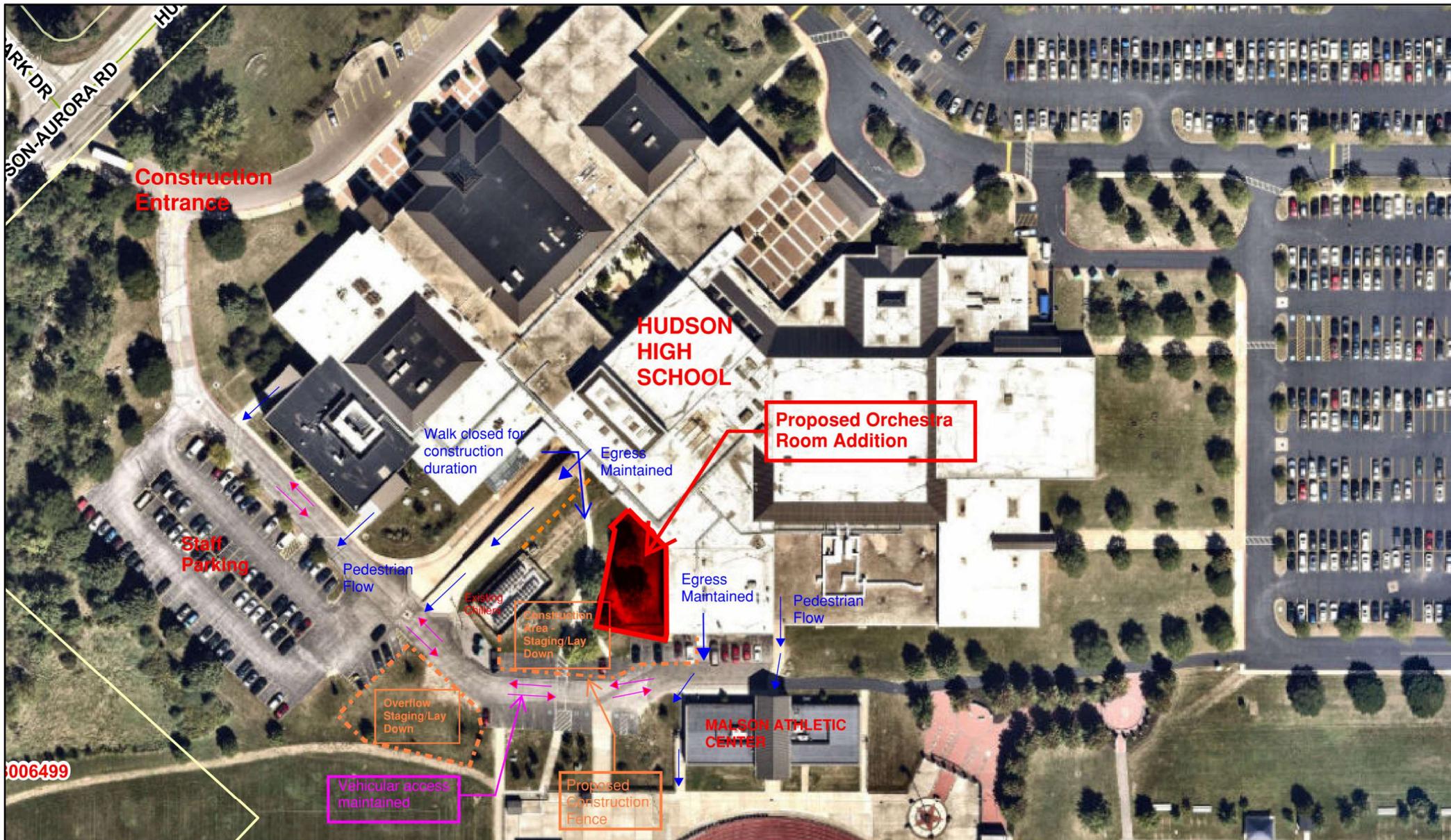
**HS Orchestra Addition  
 Conceptual Estimate**

**Addition**

ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	ITEM TOTAL	SUB TOTAL	TOTAL
<b>28 SECURITY</b>							\$ 15,300
	<b>Security</b>					15,300	
	CCTV & Intrusion Control	5,100	SF Bldg	3.00	15,300		
<b>31 EARTHWORK</b>							\$ 45,200
	<b>Site Excavation</b>					41,300	
	Sawcut & Remove Pavements	2,400	SF	1.50	3,600		
	Strip & Stockpile Topsoil (4")	40	CY	10.00	400		
	Strip & Haul Topsoil (4")	140	CY	25.00	3,500		
	Respread Topsoil	40	CY	20.00	800		
	Import Fill (Building Pad)	400	CY	40.00	16,000		
	Subgrade/Compact Building	500	SY	8.00	4,000		
	Survey & Layout (Grading & Utilities)	1	LS	2,000.00	2,000		
	6" Stone Access	300	SY	18.00	5,400		
	Temp Fence	400	LF	14.00	5,600		
	<b>Erosion Control</b>					3,900	
	Concrete Wash-Out Area	1	EA	1,500.00	1,500		
	Filter Sock	400	LF	5.00	2,000		
	Inlet Protection	2	EA	200.00	400		
<b>32 EXTERIOR IMPROVEMENTS</b>							\$ 36,000
	<b>Pavements</b>					24,000	
	Concrete Walks	2,000	SF	12.00	24,000		
	<b>Landscaping</b>					12,000	
	Seeding	8,000	SF	0.25	2,000		
	Plantings	1	LS	10,000.00	10,000		
<b>33 UTILITIES</b>							\$ 37,500
	<b>Storm Sewer</b>					17,500	
	12" Storm	150	LF	60.00	9,000		
	Catch Basins	1	EA	3,500.00	3,500		
	Patching	1	LS	5,000.00	5,000		
	<b>Water Service</b>					20,000	
	Fire & Water Lines to Building	100	LF	200.00	20,000		
					2,166,180.00	2,166,180.00	
	Sub-total of Subcontracted & Self-perform Estimates					\$ 2,166,180	
	Estimate Contingency %				10.0%	\$ 216,618	
	Escalation				2.0%	\$ 47,656	
	<b>CONSTRUCTION COST</b>					\$ 2,430,454	
	Cost/SF			\$ 476.56			

\*No Escalation beyond 2025  
 \*No CM or GC Costs Included

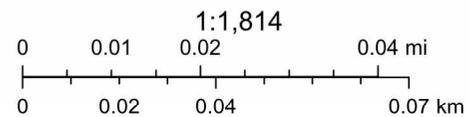
# Parcel Viewer Web Map by County of Summit



3/25/2025, 11:04:51 AM

- Parcels
- Jurisdictions

**Hudson High School  
Orchestra Addition  
Preliminary Construction Logistics Plan  
5/12/25**



**AFFIDAVIT**

**STATE OF OHIO  
COUNTY OF SUMMIT**

I, Thomas R. Barone of the Hudson City School District, state as follows:

1. I am the Director of Operations of the Hudson City School District, a public school district organized and existing under the laws of the State of Ohio. In this capacity, I am authorized to make this affidavit on behalf of the school district.
2. This affidavit is provided in connection with a conditional use application (the "Application") submitted to the City of Hudson Planning Commission for the classroom addition at Hudson High School located at 2500 Hudson-Aurora Road (the "Property").
3. The Application has been prepared and submitted by GPD Group, a duly licensed architectural firm acting as the authorized representative of Hudson City School District for the purposes of this Application.
4. I have reviewed the Application, including all plans, specifications, documents, and information submitted by GPD Group in connection with the conditional use request. To the best of my knowledge, information, and belief, the Application is true, accurate, and complete in all material respects and complies with the requirements of the City of Hudson.
5. I affirm that GPD Group has been duly authorized by Hudson City School District to prepare and submit the Application on its behalf, and the school district supports the conditional use as described in the Application.
6. This affidavit is made to induce the City of Hudson Planning Commission to accept and process the Application, and I understand that the statements herein are made under penalty of perjury.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and subscribed before me this 13th day of May, 2025.



Thomas R. Barone, Director of Operations, Hudson City School District

**NOTARY PUBLIC**

State of Ohio  
County of Summit

On this 13th day of May, 2025, before me, a Notary Public, personally appeared Thomas R. Barone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public



LISA GAJETTO  
Notary Public, State of Ohio  
My Commission Expires  
June 19, 2027

OR 236-754

MAIL TO:

VOL 236 PG 254-258

489730

COUNTY OF SUMMIT  
RECEIVED & RECORDED

89 APR 17 AM 10:47

RALPH JAMES - RECORDER

FEE \$ 14 <sup>00</sup>

CHICAGO TITLE  
INSURANCE COMPANY

DOCUMENT NUMBER

OFFICIAL RECORD  
(DO NOT REMOVE FROM RECORD)

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**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that HUDSON PARK ESTATES, INC., an Ohio corporation, WOODALE ESTATES COMPANY, an Ohio Corporation, and T BUILDING COMPANY, an Ohio Corporation, individually and collectively herein called the "Grantors", who claim title by or through instruments recorded in Volume 3824, Page 431 and Volume 4669, Page 55, Summit County Recorder's Office, for the consideration of Ten Dollars (\$10.00) and other valuable consideration received to their full satisfaction of the BOARD OF EDUCATION, HUDSON LOCAL SCHOOL DISTRICT, a Municipal Corporation, Grantee, whose TAX MAILING ADDRESS will be 77 North Oviatt Street, Hudson, Ohio 44236, hereby GRANT, unto the said Grantee, its successors and assigns, the following described premises, situated in the Township of Hudson, County of Summit, and State of Ohio, consisting of 55.6153 acres of land, including all mineral rights, as more particularly described on the attached Exhibit A which is incorporated by reference as though copied herein.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever.

And HUDSON PARK ESTATES, INC., WOODALE ESTATES COMPANY and T BUILDING COMPANY, individually and collectively the said Grantors, do for their respective successors and assigns, covenant with the said Grantee, its heirs and assigns, that at and until the ensealing of these presents, they are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are FREE FROM ALL INCUMBRANCES WHATSOEVER, except restrictions of record and any reservations and easements created in conjunction with such restrictions; zoning ordinances, taxes and assessments, both general and special for the last half of 1988, and thereafter, and that it will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee,

HTV  
19  
4-17-89  
RE  
MAY 1989

0559  
08-236-759

TRANSFERRED

APR 17 1989

JAMES B. McCARTHY  
COUNTY AUDITOR

Page 1 of 3

TRANSFERRED IN COMPLIANCE WITH  
SEC. 319.202 REV. CODE  
\$ EXEMPT Consideration FEE  
JAMES B. McCARTHY BY W. Allen  
County Auditor Deputy Auditor

its successors and assigns, against all lawful claims and demands whatsoever, except as above stated.

IN WITNESS WHEREOF, We, ROBERT K. ASHTON, President, and BEN E. STROBEL, Secretary, of HUDSON PARK ESTATES, INC., and ARTHUR W. TREUHAF, President, and BEN E. STROBEL, Secretary, of WOODALE ESTATE COMPANY and T BUILDING COMPANY have hereunto set our hands to convey the premises as above stated, this 28<sup>th</sup> day of March, 1989.

Signed and acknowledged in the presence of:

Maddlyn M. Poterik

Judith S. Neustade

HUDSON PARK ESTATES, INC.

By: Robert K. Ashton  
ROBERT K. ASHTON, President

Attest: Ben E. Strobel  
BEN E. STROBEL,  
Secretary

Maddlyn M. Poterik

Judith S. Neustade

WOODALE ESTATES COMPANY

By: Art Treuhaf  
ARTHUR W. TREUHAF,  
President

Attest: Ben E. Strobel  
BEN E. STROBEL,  
Secretary

Maddlyn M. Poterik

Judith S. Neustade

T BUILDING COMPANY

By: Art Treuhaf  
ARTHUR W. TREUHAF,  
President

Attest: Ben E. Strobel  
BEN E. STROBEL,  
Secretary

DR 200  
007 HO

State of Ohio )  
 ) SS  
County of ~~Summit~~  
Cuyahoga )

Before me, a notary public, in and for said county, personally appeared the above named **ROBERT K. ASHTON** and **BEN E. STROBEL**, who being duly sworn acknowledge that they are the President and Secretary respectively of **HUDSON PARK ESTATES, INC.**, and being duly authorized by said corporation they did sign the foregoing instrument and the same is their free act and deed personally and as President and Secretary of **HUDSON PARK ESTATES, INC.**

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Pepper Pike, Ohio this 28<sup>th</sup> day of March, 1989.

Vincent M. Arnold  
Notary Public

Vincent M. Arnold, Attorney at Law  
Notary Public - State of Ohio  
My Commission has no expiration  
date. Sec. 147.03 R. C.

State of Ohio )  
 ) SS  
County of ~~Summit~~  
Cuyahoga )

Before me, a notary public, in and for said County, personally appeared the above named **ARTHUR W. TREUHAFT**, and **BEN E. STROBEL**, who being duly sworn acknowledge that they are the President and Secretary respectively of **WOODALE ESTATES COMPANY** and **T BUILDING COMPANY** respectively, and being duly authorized by each said corporation they did sign the foregoing instrument, and that the same is their free act and deed personally and as President and Secretary of **WOODALE ESTATES COMPANY** and **T BUILDING COMPANY**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Pepper Pike, Ohio this 28<sup>th</sup> day March, 1989.

Vincent M. Arnold  
Notary Public

Vincent M. Arnold, Attorney at Law  
Notary Public - State of Ohio  
My Commission has no expiration  
date. Sec. 147.03 R. C.

This Instrument Prepared By:  
**CHARLES D. MILLER**  
Attorney at Law  
34 North Main Street (Box 501)  
Hudson, Ohio 44236-0501  
(216) 650-4144/656-4156

1502B.R3/WP50

OR 236 - 757

EXHIBIT A

OR 236 - 758

Legal Description  
Hudson Park Estates, Inc., Woodale & T. Building Co.

Situated in the Township of Hudson, County of Summit and State of Ohio and being a part of Original Lots #78 & #68 of Hudson Township;

Beginning at the intersection of the centerline of Stow Road (C.H. 106, 60 ft. r/w) and Hudson-Aurora Road (C.H. 39, 66 ft. r/w) at which place there is an iron pin found;

thence South  $44^{\circ} 36' 40''$  West 1182.30 ft. along the centerline of Hudson-Aurora Road to the true place of beginning for the following described parcel of land;

thence South  $46^{\circ} 00' 20''$  East 500.00 ft. to an iron pin found and passing over an iron pin set on the easterly right of way line of Hudson-Aurora Road;

thence North  $89^{\circ} 19' 15''$  East 479.60 ft. to the centerline of Stow Road and passing over an iron pin set on the west right of way line of Stow Road;

thence South  $00^{\circ} 26' 00''$  East 1657.76 ft. along the centerline of Stow Road to an iron pin found at the northerly line of the Ohio Turnpike, 160 ft. left of center (Interstate 80, r/w varies);

thence along the arc of a curve to the left 659.82 ft. to an iron pin set, said curve has a radius of 11,299.16 ft., a central angle of  $03^{\circ} 02' 45''$ , a chord of 659.75 ft. and a chord bearing of South  $88^{\circ} 49' 18''$  West;

thence South  $00^{\circ} 26' 00''$  East 25.01 ft. to an iron pin set on the northerly right of way line (135 ft. left of center);

thence along the arc of a curve to the left 607.54 ft., which is the northerly line of the Ohio Turnpike, to a point, said curve has a radius of 11,324.16 ft., a central angle of  $03^{\circ} 04' 26''$ , a chord of 607.46 ft. and a chord bearing of North  $87^{\circ} 58' 14''$  West;

thence North  $00^{\circ} 40' 50''$  West 506.15 ft. to an angle point;

thence North  $46^{\circ} 00' 20''$  West 761.19 ft. to the centerline of Hudson-Aurora Road and passing over an iron pin found 30 ft. from the centerline;

thence North  $44^{\circ} 36' 40''$  East 175.00 ft. along the centerline of Hudson-Aurora Road to a point;

thence South  $46^{\circ} 00' 20''$  East 550.00 ft. to an iron pin found, and passing over an iron pin found 30.00 ft. from the centerline;

thence North  $44^{\circ} 36' 00''$  East 200.00 ft. to an iron pin found;

thence North  $46^{\circ} 00' 20''$  West 550.00 ft. to the centerline of Hudson-Aurora Road and passing over an iron pin set 30.00 ft. from the centerline;

thence North  $44^{\circ} 36' 40''$  East 1003.80 ft. along the centerline of Hudson-Aurora Road to the true place of beginning, containing 55.6153 acres of land more or less, but subject to all legal highways or easements of record.

As surveyed by James N. Connor, Registered Surveyor #4570 Dec. 1988.

This description is a composite description of 2 parcels of land purchased by Hudson Park Estates, Inc., Woodale Estates Company and T. Building Company. (Vol. 4669 pg. 55 and Vol. 3824 pg. 432, parcel 2).

PPN No. HU-0019-03-005

PM No. 30-05388

Chicago Title Insurance Company

The Land Title Company

Order No. AK-225,366

Escrow No. 30,729

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT, made this 23<sup>rd</sup> day of March, 1989, by and between HUDSON PARK ESTATES, INC., an Ohio Corporation, WOODALE ESTATES COMPANY, an Ohio Corporation, and T BUILDING COMPANY, an Ohio Corporation, with said corporations hereinafter individually and collectively called "Seller", and the BOARD OF EDUCATION OF THE HUDSON LOCAL SCHOOL DISTRICT, hereinafter called "Buyer".

WHEREAS, Buyer filed a Complaint in the Court of Common Pleas, Summit County, Ohio, against Seller, in Case No. CJ-88-09-08 for appropriation of 55.6153 acres of land in Hudson Township owned by Seller.

WHEREAS, by mutual agreement between the parties as to the price of the property, which was the sole issue in the proceeding, the case was dismissed on January 25, 1989, and the parties hereto set forth the terms and conditions of their agreement of purchase and sale.

WITNESSETH, that Seller agrees to sell and convey, and Buyer agrees to purchase and pay for, upon the terms and conditions herein set forth, the following described real property with all of the hereditaments and appurtenances thereunto belonging, but subject to all legal highways, zoning ordinances and restrictions, reservations and utility easements of record:

Situating in the Township of Hudson, County of Summit, and State of Ohio, consisting of 55.6153 acres of land, including in the sale all mineral rights, and the land more particularly described on the attached Exhibit A which is incorporated herein by reference.

The foregoing property as set forth above shall hereinafter be called the "Premises" which Buyer acknowledges have been examined and agrees that they are being purchased in their present physical condition and that no one has relied on any representations, warranties or statements concerning the condition of the Premises except as set forth below in this Purchase Agreement.

Buyer agrees to purchase and pay to Seller for said Premises the sum of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) hereinafter called the "purchase price", as follows:

Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) to be paid into Escrow by a certified or cashier's check in that amount payable to the Seller to be delivered to Chicago Title Insurance Company, Akron, Ohio, as Escrow Agent, on or before five (5) days prior to the closing of this Purchase and Sale.

TITLE AND TITLE INSURANCE

Seller shall convey marketable title to the HUDSON LOCAL SCHOOL DISTRICT by Warranty Deed subject only to those restrictions, reservations, easements, liens and encumbrances acceptable to Buyer. An ALTA Commitment for a Fee Policy in the amount of the purchase price shall be provided by Chicago Title Insurance Company within ten (10) days of the complete execution of this Agreement. Approval or disapproval of the title matters shown therein will be made by Charles D. Miller, legal counsel for Buyer, and will be provided to Seller no later than five (5) days after his receipt of such commitment. Buyer shall obtain and pay for an Owner's Policy of Title Insurance to be issued by Chicago Title Insurance Company in the amount of the purchase price. In the event any title matters other than monetary liens, which shall be satisfied by the Escrow Agent as is hereinafter provided, are disapproved by legal counsel for Buyer and not waived, Buyer's sole remedy shall be to terminate this Agreement, in which event Buyer shall pay all costs of the title examination, the commitment and all escrow fees and neither party hereto shall thereafter have any further liability to the other party hereto.

POSSESSION

Closing shall occur no later than March \_\_\_\_, 1989, with possession to be delivered no later than the date the title to

the premises is transferred to Buyer.

The term "closing" as used in this paragraph and in this Agreement shall mean that the Deed called for shall be filed for record and the funds called for herein shall be in the hands of the Escrow Agent for distribution between the parties, with distribution to be the responsibility of the Escrow Agent and to occur promptly following the filing of the Deed.

PRORATION OF TAXES AND ASSESSMENTS

All real estate taxes and assessments, both general and special, shall be prorated between the Seller and Buyer as of the date of title transfer, using the rate and value shown on the last available tax duplicate. The Buyer shall be credited with any tax that cannot be paid, and the Buyer assumes the payment of such taxes and assessments.

ALLOCATION OF COSTS IN SALE

Escrow Agent shall charge the:

Seller:

- (a) Amounts due Buyer by reason of proration of real estate taxes and assessments;

Escrow Agent shall charge the:

Buyer:

- (a) Cost of the Preliminary Title Report and Title Insurance;
- (b) Cost of survey;
- (c) The cost to prepare and file the Warranty Deed;
- (d) One-half of the Escrow Fee; and
- (e) All legal fees involved in the preparation of this Purchase and Sale Agreement.

Seller hereby authorizes the Escrow Agent to satisfy the balance outstanding on any monetary liens filed against the Premises. Costs necessary to prepare and record cancellations of these liens shall be borne by the Buyer.

CLOSING

Seller agrees to place all documents and Buyer agrees to deposit all funds with Chicago Title Insurance Company as Escrow Agent on

or before five (5) days prior to closing.

REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Buyer:

- A. Seller consists of corporations duly incorporated, validly existing and in good standing under the laws of the State of Ohio, and the officers signing this Agreement have the corporate power and authority to enter into and perform the terms and provisions of this Agreement.
- B. Seller will not cause any action to be taken which would cause any of the foregoing representations or warranties to be untrue as of the Closing. Seller agrees to notify Buyer in writing of any event or condition which occurs between the date hereof and Closing which causes a change in the facts in the accuracy of the above representations at the time of Closing.
- C. There will be no mechanics' liens on the Premises and Seller will pay all charges for work, labor and materials furnished to the Premises upon Seller's authorization prior to Closing.
- D. Buyer acknowledges that Seller makes no representation or warranty whatsoever as to the use, fitness for a particular purpose, merchantability or condition of the Premises or any improvement or building on the Premises, all of which is sold in as-is condition, except as otherwise stated in this Agreement.

The aforesaid representations, warranties and covenants shall survive the filing of the Warranty Deed provided for in this Agreement and the Closing transaction.

ENTIRE AGREEMENT AND ACCEPTANCE OF PREMISES "AS-IS"

All parties hereby acknowledge receipt of a full and complete copy of this Agreement and declare that this instrument contains the entire agreement between the Seller and the Buyer. 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 the Buyer or Seller. The Buyer herein states that he has inspected the Premises and is fully aware of the condition of same and that he agrees to accept the Premises "as-is" without

exception, other than may be stated herein, if this transaction is completed.

ESCROW INSTRUCTIONS

This Agreement shall serve as Escrow Instructions to Chicago Title Insurance Company, Escrow Agent, subject to the Standard Conditions of Acceptance by the Escrow Agent designated by mutual consent of the parties.

BREACH OF CONTRACT

In the event either party should default in its obligation hereunder, then the other party may pursue its usual remedies in law or in equity.

BROKER'S COMMISSION

No broker is involved in this sale and no commission is payable as a result of this Purchase and Sale.

PARTIES

Seller

Hudson Park Estates, Inc.  
Woodale Estates Co.  
T. Building Company

Address: c/o Mr. Arthur Treuhaft  
Keyes-Treuhaft Co.  
30559 Pinetree Road  
Pepper Pike, Ohio 44124

Attorney for Seller

Michael T. Gavin, Esq.  
Mansour, Gavin, Gerlack & Manos Co., L.P.A.  
2150 Illuminating Building  
55 Public Square  
Cleveland, Ohio 44113-1994

(216) 523-1500

Buyer

Board of Education of The Hudson Local School District  
Attention: Gerald M. Reeves, Superintendent  
77 North Oviatt Street  
Hudson, Ohio 44236

Attorney for Buyer

Charles D. Miller, Esq.  
34 North Main Street  
P.O. Box 501  
Hudson, Ohio 44236-0501

(216) 650-4144 (Akron)  
(216) 656-4156 (Cleveland)

BINDING OBLIGATIONS

This Agreement shall be binding upon the parties hereto, and their respective successors and assigns.

WITNESSETH, the parties, hereto acting through their duly elected officers pursuant to authorization of their respective Board of Directors or Board of Education, have set their hands the date first above set forth.

HUDSON PARK ESTATES, INC.

By Robert K. Ashton  
President

By Sam E. Stahl  
Secretary

WOODALE ESTATES COMPANY

By Art Wilbury  
President

By Sam E. Stahl  
Secretary

T BUILDING COMPANY

By Art Wilbury  
President

By Sam E. Stahl  
Secretary

Seller

BOARD OF EDUCATION OF  
THE HUDSON LOCAL SCHOOL  
DISTRICT

By Richard S. Peshere  
President

Buyer

919A.R3.WP50

EXHIBIT A

Legal Description  
Hudson Park Estates, Inc., Woodale & T. Building Co.

Situated in the Township of Hudson, County of Summit and State of Ohio and being a part of Original Lots #78 & #68 of Hudson Township;

Beginning at the intersection of the centerline of Stow Road (C.H. 106, 60 ft. r/w) and Hudson-Aurora Road (C.H. 39, 66 ft. r/w) at which place there is an iron pin found;

thence South  $44^{\circ} 36' 40''$  West 1182.30 ft. along the centerline of Hudson-Aurora Road to the true place of beginning for the following described parcel of land;

thence South  $46^{\circ} 00' 20''$  East 500.00 ft. to an iron pin found and passing over an iron pin set on the easterly right of way line of Hudson-Aurora Road;

thence North  $89^{\circ} 19' 15''$  East 479.60 ft. to the centerline of Stow Road and passing over an iron pin set on the west right of way line of Stow Road;

thence South  $00^{\circ} 26' 00''$  East 1657.76 ft. along the centerline of Stow Road to an iron pin found at the northerly line of the Ohio Turnpike, 160 ft. left of center (Interstate 80, r/w varies);

thence along the arc of a curve to the left 659.82 ft. to an iron pin set, said curve has a radius of 11,299.16 ft., a central angle of  $03^{\circ} 02' 45''$ , a chord of 659.75 ft. and a chord bearing of South  $88^{\circ} 49' 18''$  West;

thence South  $00^{\circ} 26' 00''$  East 25.01 ft. to an iron pin set on the northerly right of way line (135 ft. left of center);

thence along the arc of a curve to the left 607.54 ft., which is the northerly line of the Ohio Turnpike, to a point, said curve has a radius of 11,324.16 ft., a central angle of  $03^{\circ} 04' 26''$ , a chord of 607.46 ft. and a chord bearing of North  $87^{\circ} 58' 14''$  West;

thence North  $00^{\circ} 40' 50''$  West 506.15 ft. to an angle point;

thence North  $46^{\circ} 00' 20''$  West 761.19 ft. to the centerline of Hudson-Aurora Road and passing over an iron pin found 30 ft. from the centerline;

thence North  $44^{\circ} 36' 40''$  East 175.00 ft. along the centerline of Hudson-Aurora Road to a point;

thence South  $46^{\circ} 00' 20''$  East 550.00 ft. to an iron pin found, and passing over an iron pin found 30.00 ft. from the centerline;

thence North  $44^{\circ} 36' 00''$  East 200.00 ft. to an iron pin found;

thence North  $46^{\circ} 00' 20''$  West 550.00 ft. to the centerline of Hudson-Aurora Road and passing over an iron pin set 30.00 ft. from the centerline;

thence North  $44^{\circ} 36' 40''$  East 1003.80 ft. along the centerline of Hudson-Aurora Road to the true place of beginning, containing 55.6153 acres of land more or less, but subject to all legal highways or easements of record.

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