

**RESOLUTION APPROVING THE REAL ESTATE SALE AGREEMENT, TRANSFERRING REAL PROPERTY AND APPROVING LIMITED WARRANTY DEED FROM THE DONAHOE CENTER CORPORATION TO THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, ASHTABULA COUNTY OHIO FOR PROPERTY LOCATED IN THE TOWNSHIP OF ASHTABULA (CHILDREN SERVICES)**

WHEREAS, the Ashtabula County Board of Commissioners desire to purchase land, parking lots, and a communal drive/roadway, including all easements and rights of ingress and egress thereto surrounding Parcel Number 03-008-00-088-03 located at Donahoe Drive and C Court and Lot 3, Ashtabula Township, for use by the Ashtabula County Children Services; and

WHEREAS, a Real Estate Sale Agreement has been presented for the approval of the Board, to-wit:

**Property Location:** 3.862 acres, being Lot 3 and lands of Ashtabula County (PPN 03-008-00-088-03) East of Donahoe Drive and on the south side of C Court, Ashtabula, Ohio 44004. The survey allows the creation of a new parcel from Lands of Donahoe Center, Inc. (PPN 03-008-00-088-01) to be combined with Lands of Ashtabula County Ohio (PPN 03-008-00-088-03) of 1.533 acres, which will result in a combined total of 5.395 acres

**Buyer:** Ashtabula County Board of Commissioners, 25 W. Jefferson St., Jefferson, OH 44047

**Sellers:** Donahoe Corporation, 2924 Donahoe Dr., Ashtabula, OH 44004

**Purchase Price:** \$46,120.00 (Forty-Six Thousand One Hundred Twenty Dollars)

WHEREAS, per the legal description of land to be transferred from the Donahoe Center Corporation, an Ohio non-profit corporation, whose mailing address is: PO Box 890, Ashtabula, OH 44004 to the Ashtabula County Board of Commissioners, whose mailing address is: 25 West Jefferson Street, Jefferson, OH 44047 the property situated in the Township of Ashtabula, County of Ashtabula and State of Ohio as more particularly described in Exhibit A, as attached to this resolution; and

WHEREAS, the Limited Warranty Deed, for the sum of \$10.00 and other good and valuable consideration, from the Donahoe Center Corporation the 5.395 total combined acres through the legal description of Parcel Number 03-008-00-088-03 and Lot 3, described further in Exhibit A; now

NOW, THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Real Estate Sale Agreement and Limited Warranty Deed are approved as outlined above with copy of said Agreement and Limited Warranty Deed now on file in this office.

BE IT FURTHER RESOLVED, the 5.395 total combined acres of land will be transferred to the Ashtabula County Board of Commissioners.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2025-511

November 20, 2025

**RESOLUTION APPROVING THE REAL ESTATE SALE AGREEMENT,  
TRANSFERRING REAL PROPERTY AND APPROVING LIMITED WARRANTY DEED  
FROM THE DONAHOE CENTER CORPORATION TO THE ASHTABULA COUNTY  
BOARD OF COMMISSIONERS, ASHTABULA COUNTY OHIO FOR PROPERTY  
LOCATED IN THE TOWNSHIP OF ASHTABULA (CHILDREN SERVICES)**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

**VOTE:**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**Aye**

**Kathryn L. Whittington**

**Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Crystal Sturgill, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

## REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this “**Agreement**”) is dated as of November 24, 2025 (the “**Effective Date**”), by and between Donahoe Center Corporation (the “**Seller**”) and the Board of Commissioners of Ashtabula County, Ohio (the “**Purchaser**”).

### BACKGROUND

Purchaser is the owner of certain real property situated at 3914 C Court, Ashtabula, OH 44004, Ashtabula, OH 44004, where Ashtabula County Children Services is presently located and does business.

Seller is the owner of the land and parking spaces located at C Court and Donahoe Drive, Ashtabula, OH 44004, which consists of land, parking lots, and a communal drive/roadway, surrounding Parcel Numbers 030080008803 (hereinafter the “**Property**”), which real property is further described in the legal descriptions attached hereto as **Exhibit A** and incorporated herein by reference.

The Property is part of the Donahoe Center Complex and was originally donated for the purpose of developing a human services complex to allow private non-profit or public agencies engaged in health, public welfare, public education and information, and similar human resource activities.

Both parties wish to continue the Donahoe Center legacy by ensuring that the Property is used for health, public welfare, public education and information, and similar human services activities.

Seller wishes to sell, and Purchaser wishes to purchase, all of Seller’s right, title and interest in and to the Property, on the terms, conditions and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, Seller and Purchaser agree as follows:

1. Purchase and Sale; Conveyance. Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, all of Seller’s right, title and interest in and to the Property upon the terms, conditions and provisions set forth in this Agreement. Seller shall convey the Property to Purchaser by limited warranty deed (the “**Deed**”).
2. Purchase Price. The purchase price for the Property shall be Forty-Six Thousand One Hundred Twenty Dollars (\$46,120.00) (the “**Purchase Price**”). Purchaser shall pay the entire Purchase Price within ten (10) business days of signing this Agreement, or upon approval of the Ashtabula Board of County Commissioners, whichever is later in time.

3. Closing Date. The closing date (“**Closing**”) shall be no later than be December 31, 2025. The parties shall exercise reasonable diligence regarding their respective responsibilities so that the closing can be achieved by or **before** the contemplated date
  
4. Purchaser’s Right of Entry. Seller shall permit Purchaser and its authorized employees, agents, and other representatives to enter upon the Property to inspect and conduct non-invasive tests on the property. Seller hereby agrees to indemnify Purchaser to the extent that as Purchaser is inspecting, Seller will manage, operate, maintain and repair the Property in the ordinary course of business in accordance with sound property management practice and in good repair, working order and condition up to Closing. The Purchaser’s total liability under this Agreement shall be limited to the Purchase Price plus the amount set forth in the fiscal officer’s certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Ashtabula County Children Services Board be personally liable for any obligations or claims arising out of or related to this Agreement. This indemnification shall survive the termination of or Closing under this agreement.
  
5. Representations and Warranties.
  - a. Seller’s Representations. Seller hereby makes the following representations, each of which is true and shall be true on the Closing in all material respects:
    - i. Seller has full power and authority to enter into this Agreement and to perform all the obligations of Seller hereunder and no further consent or approval is required in order to constitute this Agreement a legal, valid and binding obligation of Seller.
    - ii. To Seller’s knowledge, Seller has not received written notice of any continuing violation, either by Seller or by any other person for which Seller is or may likely be liable, of any Environmental Law, emanating from or occurring on the Property. “**Environmental Law**” means any federal, state, or local law, statute, ordinance, regulation, rule, or code (“**Law**”), relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production, or disposal of any substance, material, or waste, which is designated, classified, or regulated as being “toxic” or “hazardous” under any Law in effect as of the date of execution of this Agreement.
  - b. Purchaser’s Representation. Purchaser hereby makes the following representation, which is true and shall be true on the Closing in all material respects: Purchaser has full power and authority to enter into this Agreement and to perform all the obligations of Purchaser hereunder and no further consent or approval is required in order to constitute this Agreement a legal, valid and binding obligation of Purchaser.

- c. Survivability of the Representations. The representations and warranties of Seller and Purchaser set forth in this Paragraph 7 shall survive the Closing for a period of six (6) months.
6. “AS IS” Condition. The transaction contemplated by this agreement has been negotiated between Seller and Purchaser, and this Agreement reflects the mutual agreement of Seller and Purchaser. Purchaser has conducted its own independent examination of the property. Except for the representations set forth in paragraph 6 above. Purchaser has not relied upon and will not rely upon any representations or warrant of Seller or any of Seller’s agents or representatives, and Purchaser hereby acknowledges that no such representations have been made.
7. Purchaser’s Release of Seller.
  - a. Seller Released From Liability. Seller is hereby released from all responsibility and liability to Purchaser regarding the condition (including its physical condition and its compliance with applicable laws, and the presence in the soil, air, structures and surface and subsurface waters, of hazardous or toxic materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever except to the extent that such responsibility or liability is the result of the material inaccuracy (if any) of Seller’s representations under Paragraph 8(a) hereof.
  - b. Purchaser’s Waiver of Objections. Purchaser acknowledges that Prior to the Closing, it will have been provided with an opportunity to inspect the Property, observe its physical characteristics and existing conditions and had, or will have, the opportunity to conduct such investigation and study on and of said Property and adjacent areas as it deemed necessary, and subject to Seller’s responsibility for any breach of the warranties and representations contained in Paragraph 8(a) of this Agreement, hereby waives any and all objections to or complaints (including but not limited to actions based on federal, state or common law and any private right of action under CERCLA, RCRA or any other state and federal law to which the Property is or may be subject) regarding physical characteristics and existing conditions, including without limitation structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous or toxic materials on, under, adjacent to or otherwise affecting the Property. Purchaser further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property, and the risk that adverse physical characteristics and conditions, including without limitation the presence of toxic or hazardous materials or other contaminants, may not be revealed by its investigation.

- c. Survival. The foregoing waivers and releases by Purchaser shall survive either (a) the Closing and the recordation of the Deed and shall not be deemed merged into the Deed upon its recordation, or (b) any termination of this Agreement.
  - d. Seller's Release of Purchaser. Purchaser is hereby released from all responsibility and liability to Seller regarding any liability or obligation to Seller regarding the use of the Property prior to the Closing.
8. Possession. Seller shall deliver possession of the Property to Purchaser at Closing.
9. Title Policy. At Closing, the Title Insurer shall issue to Purchaser or be irrevocably committed to issue to Purchaser an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price and dated as of the Closing, insuring title to the Property in Purchaser, subject only to the Permitted Exceptions and the Title Insurer's so-called "standard exceptions" (the "**Title Policy**").
10. Closing Adjustments.
- a. Real property taxes and assessments, if any, and other similar charges attributable to the Property (collectively, the "**Taxes**") will be prorated as of the Closing. If the amount of any Tax is not ascertainable at Closing, the adjustment thereof shall be on the basis of the most recently ascertainable bill therefor. Such prorations shall be final.
  - b. Closing Costs. Seller and Buyer shall evenly divide all closing costs, including the cost of the survey, title search and title insurance.
11. Damage and Destruction. If, after the date of this Agreement and prior to the Closing, any improvement on the Property shall be destroyed or materially damaged by fire or other casualty not caused by Purchaser's negligence or acts, Seller shall promptly give Purchaser notice of such occurrence, and if Purchaser reasonably determines that any such damage or destruction would hinder or result in the Property being unsuitable for Purchaser's intended use thereof, Purchaser may, within fourteen (14) days after such notice, elect (by providing written notice of such election to Seller) to either (a) terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and neither party shall have any rights, obligations, or liabilities to the other hereunder except as explicitly set forth herein, or (b) close the transaction contemplated hereby as scheduled (except that if the Closing is less than fourteen (14) days following Purchaser's receipt of such notice, the Closing shall be delayed until Purchaser makes such election), in which event Seller shall assign and/or pay to Purchaser at Closing all insurance awards collected with respect to such damage or destruction.
12. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and served either personally or sent by United States registered or certified mail, return receipt requested, postage prepaid or by pre-paid nationally recognized overnight

courier service, and addressed to the parties at their respective addresses set forth below. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Seller: Donahoe Center Corporation  
2801 C Court  
Ashtabula, OH 44004

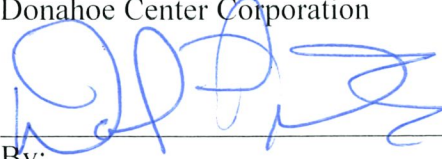
If to Purchaser: Ashtabula County Commissioners  
25 West Jefferson Street  
Jefferson, Ohio 44047

Notices given hereunder shall be deemed to have been given on the date of personal delivery (or the first business day thereafter if delivered on a non-business day), three (3) days after the date of certified mailing or the next business day after being sent by overnight courier.

13. Entire Agreement, Amendments and Waivers. This Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.
14. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.
15. Miscellaneous.
  - a. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise, all references herein to "days" shall mean calendar days.
  - b. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
  - c. Time is of the essence of this Agreement.
  - d. In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.
  - e. All actions required pursuant to this Agreement necessary to effectuate the transaction contemplated herein has been or will be taken promptly and in good faith by Purchaser and Seller and their representatives, employees and agents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written above.

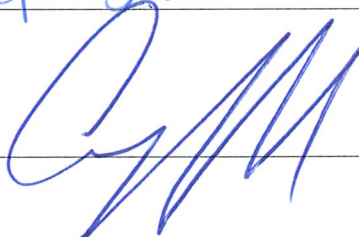
Seller  
Donahoe Center Corporation


  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

Purchaser  
The Board of Commissioners of Ashtabula  
County, Ohio

  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

Approved as to legal form only.

\_\_\_\_\_  
Ashtabula County Prosecutor

## LEGAL DESCRIPTION

Lot 3  
3.862 Acres

All that parcel of land situated east of Donahoe Drive (60' R/W) and on the south side of "C" Court (60' R/W), being part of Lot 8, Township 13 North, in Range 3 West of the Connecticut Western Reserve, Ashtabula Township, Ashtabula County, State of Ohio, bounded and described as follows:

Beginning on the northern line of lands herein described at a 1/2 inch iron spike (set) on the south right-of-way line of "C" Court, said point being the following courses from the centerline intersection of "C" Court and Donahoe Drive:

- 1) S 89°10'00" E, along the centerline of "C" Court, a distance of 211.08 feet to a point; thence,
- 2) S 00°50'00" W, a distance of 30.00 feet to the true point of beginning:

thence, the following courses:

- 1) Along the south right-of-way line of "C" Court, being a curve to the left having a radius of 348.31 feet, an arc length of 113.20 feet, a chord bearing of N 81°31'19" E, and a chord distance of 112.71 feet to point; thence,
- 2) S 17°22'32" E, a distance 20.24 feet to a point; thence,
- 3) S 43°02'59" W, a distance of 134.00 feet to a point; thence,
- 4) S 46°57'01" E, a distance of 294.00 feet to a point; thence,
- 5) N 43°02'59" E, a distance of 255.50 feet to a point; thence,
- 6) N 46°57'01" W, a distance of 84.25 feet to point; thence,
- 7) N 69°04'13" W, a distance of 203.01 feet to a point; thence,
- 8) N 17°22'32" W, a distance of 20.81 feet to a point; thence,

- 9) Along the south right-of-way line of "C" Court, being a curve to the left having a radius of 348.31 feet, an arc length of 158.12 feet, a chord bearing of N 50°58'00" E, and a chord distance of 156.77 feet to a 5/8 inch iron rebar (set); thence,
- 10) S 52°02'39" E, a distance of 308.43 feet to a 5/8 inch iron rebar (set); thence,
- 11) S 02°47'57" W, along the west line of lands now or formerly of Diana J. & Wayne M. Carter as described in Ashtabula County Volume 556, page 1081, a distance 212.59 feet to an 1 inch iron pin (found); thence,
- 12) N 87°12'01" W, along the north line of lands now or formerly of Civic Development Corporation as described in Ashtabula County Volume 6, page 457, passing over a 3/4 inch iron pin (found) at a distance of 124.51 feet, a total distance of 130.51 feet to a point; thence,
- 13) S 02°47'59" W, along the west line of said lands of Civic Development Corporation, a distance of 67.77 feet to a 3/4 inch iron pin (found); thence,
- 14) N 87°54'52" W, along the north line of lands now or formerly of Richard & Beverly Newbold as described in Ashtabula County Volume 61, page 7808 and lands now or formerly Donahoe Center Corporation as described in Ashtabula County Volume 26, page 9901, a distance of 524.94 feet to a 5/8 inch iron rebar (set); thence,
- 15) Along the east right-of-way line of Donahoe Drive, being a curve to the left having a radius 75.00 feet, an arc length of 23.28 feet, a chord bearing of N 62°05'44" W, and a chord a distance of 23.18 feet to a 5/8 inch iron rebar (set); thence,
- 16) N 04°33'52" W, continuing along the same, a distance of 191.26 feet to a 5/8 inch iron rebar (set); thence,
- 17) Continuing along the same, being a curve to the right having a radius of 271.56 feet, an arc length of 25.58 feet, a chord bearing of N 01°51'56" W, and a chord distance of 25.57 feet to a 5/8 inch iron rebar (set); thence,
- 18) N 00°50'00" E, continuing along the same, a distance of 55.80 feet to a 5/8 inch iron rebar (set); thence,
- 19) Continuing along the same, being a curve to the right, having a radius 30.00 feet, an arc length of 47.12 feet, a chord bearing N 45°50'00" E, and a chord distance of 42.43 feet to 5/8 inch iron rebar (set); thence,
- 20) S 89°10'00" E, continuing along the south right-of-way line of "C" Court, a distance of 151.08 feet to the point of beginning.

Said parcel containing 3.862 acres, being Lot 3, as shown on a Survey Plan for Ashtabula County Job & Family Services, dated May 24, 2023 (Revised January 31, 2024) as prepared by Robert L. Rabell, P.S. Ohio #S-7306 of Rabell Surveying & Engineering, a Division of LSSE.

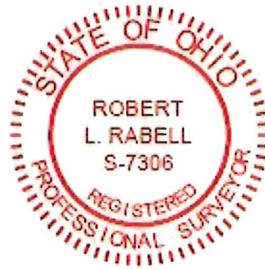
Bearings described herein are rotated to agree with the centerline bearing of "C" Court (S 89°10'00" E) as shown on a 1.447 Acre Split From Lands Deeded to Donahoe Center, Inc. prepared by Eric B. Westfall, P.S., dated July, 2017 and approved by the Ashtabula County Engineer's office on July 6, 2017.

All iron rebars set are 5/8 inch epoxy coated, 30 inch in length, with identification cap stating "Rabell LSSE ENG. S-7306".

The purpose of this survey is to create a new parcel from Lands of Donahoe Center, Inc. (PPN 03-008-00-088-01) to be combined with Lands of Ashtabula County Ohio (PPN 03-008-00-088-03).

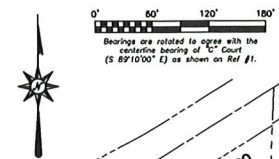


*MOS 11/14/2025*

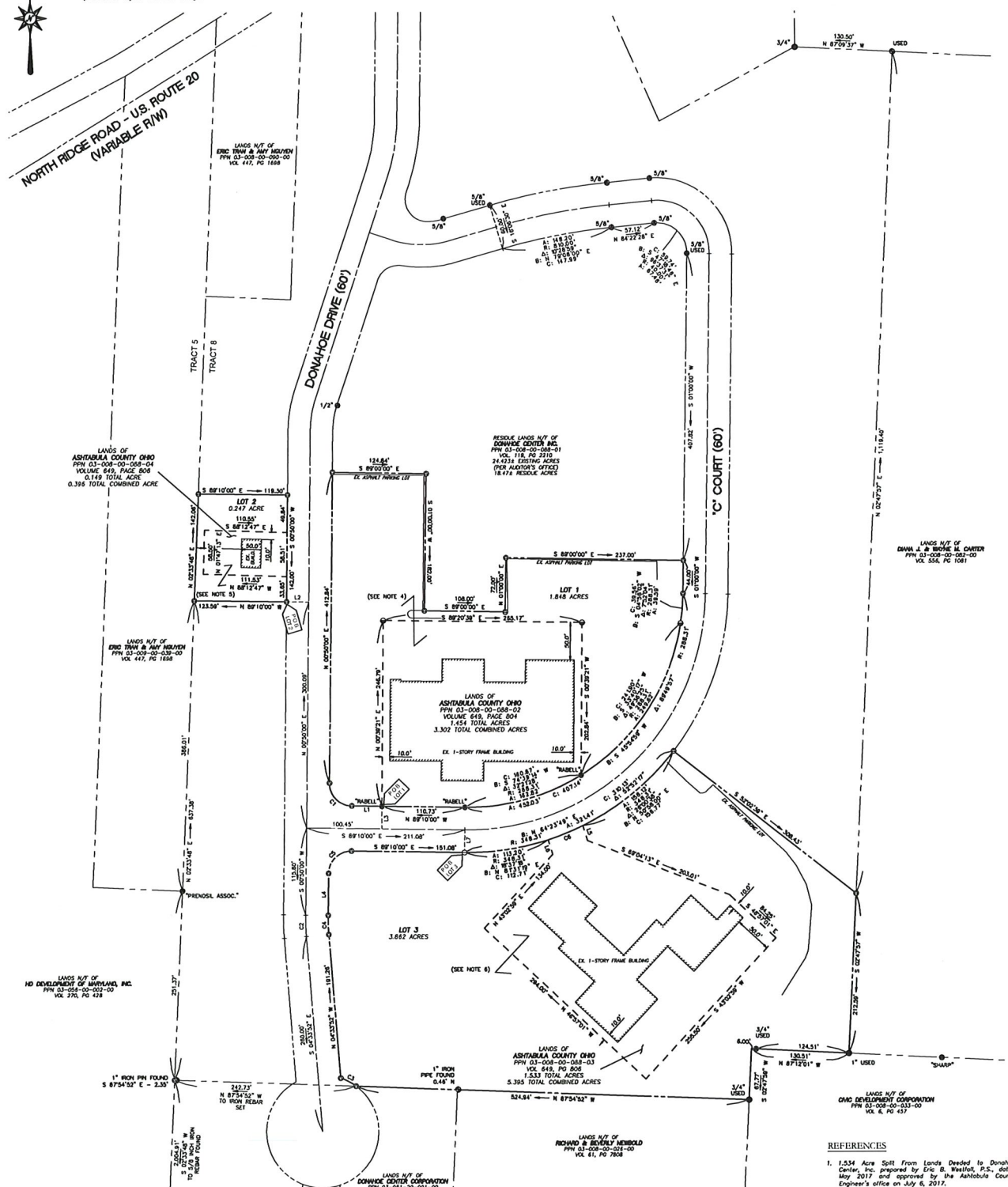


*Robert L Rabell*

1/31/2024



PART OF LOT 8, TOWNSHIP 13 NORTH, IN RANGE 3 WEST OF THE CONNECTICUT WESTERN RESERVE, ASHTABULA TOWNSHIP, COUNTY OF ASHTABULA, STATE OF OHIO



LINE #	BEARING	DISTANCE (FT)
L1	N 89°10'00" W	40.35'
L2	N 89°10'00" W	30.00'
L3	N 07°38'31" E	30.00'
L4	N 07°50'00" E	35.80'
L5	N 17°22'32" E	20.81'
L6	N 17°22'32" E	20.24'
L7	S 07°50'00" W	30.00'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C1	47.11'	30.00'	90°00'00"	N 44°10'00" W	42.43'
C2	28.41'	301.58'	93°53'52"	S 01°51'56" W	28.40'
C3	23.28'	75.00'	17°45'53"	N 82°05'44" W	23.16'
C4	25.58'	271.58'	93°53'52"	N 07°51'56" W	25.57'
C5	47.11'	30.00'	90°00'00"	N 49°50'00" E	42.43'
C6	50.08'	348.31'	81°43'11"	N 68°05'29" E	50.04'

NOTES

- Permanent Parcel Numbers (PPN) 03-008-00-088-02 (1.447 acres); PPN 03-008-00-088-03 (1.534 acres); and PPN 03-008-00-088-04 were originally surveyed by Eric B. Westfall, P.S. (References #1, #2, & #3). The property lines for that survey were not found. Per a conversation with Eric B. Westfall, P.S. (the original intent of the lot splits hereon), the lot lines retraced for PPN 03-008-00-088-02, PPN 03-008-00-088-03, and PPN 03-008-00-088-04 are established using existing monumentation found along 'C' Court (see notes), the existing buildings, and the original intent.
- All Iron Rebar Set are 1/2" epoxy coated, 30" in length with identification caps stating "RABELL LSSE CDS-5".
- The purpose of this survey is to create three new parcels (Lot 1: 1.848 acres; Lot 2: 0.247 acre; and Lot 3: 3.852 acres) from Lands of Donahoe Center, Inc. (PPN 03-008-00-088-01).
- Lot 1 (1.848 acres) is to be combined with Lands of AshTabula County Ohio (PPN 03-008-00-088-02; 1.454 acres), for a combined parcel having a total area of 3.302 acres.
- Lot 2 (0.247 acre) is to be combined with Lands of AshTabula County Ohio (PPN 03-008-00-088-03; 0.149 acres), for a combined parcel having a total area of 0.396 acre.
- Lot 3 (3.852 acres) is to be combined with Lands of AshTabula County Ohio (PPN 03-008-00-088-04; 1.533 acres), for a combined parcel having a total area of 5.385 acres.

REFERENCES

- 1.344 Acre Split From Lands Deeded to Donahoe Center, Inc. prepared by Eric B. Westfall, P.S., dated May 2017 and approved by the AshTabula County Engineer's office on July 6, 2017.
- 0.149 Acre Split From Lands Deeded to Donahoe Center, Inc. prepared by Eric B. Westfall, P.S., dated May 2017 and approved by the AshTabula County Engineer's office on July 6, 2017.
- 1.447 Acre Split From Lands Deeded to Donahoe Center, Inc. prepared by Eric B. Westfall, P.S., dated July 2017 and approved by the AshTabula County Engineer's office on July 6, 2017.
- Part of Dedication Donahoe Drive & C Court Extension prepared by Charles A. Hill, P.S., approved by AshTabula Co. Engineering on August 11, 1989 and recorded in AshTabula Co. Volume 14, page 36.

**SURVEYOR'S CERTIFICATION**  
 I, Robert L. Rabeil, a Registered Surveyor in the State of Ohio, do hereby certify that this plan correctly represents site and lands as surveyed and plotted by me for the purpose(s) in accordance with the provisions of Chapter 4733-17 of the Ohio Administrative Code.

Robert L. Rabeil 1-31-24  
 Robert L. Rabeil, P.S. Reg.#17-7356  
 Surveyor  
 L. Rabeil S-7306



- LEGEND**
- Iron Pin Found (Size Noted)
  - Iron Rebar Found (Size or Surveyor Noted)
  - 1" Iron Pipe Found
  - 1/2" Iron Spike Found
  - 3/8" Iron Rebar Set
  - 1/2" Iron Spike Set

**SUBDIVISION PLAN**

LANDS OF ASHTABULA COUNTY JOB & FAMILY SERVICES  
 Shute in AshTabula Township, AshTabula County, Ohio

Scale: 1" = 60'

Drawn by: BUZ  
 Checked by: BUZ  
 Date: May 24, 2023  
 Project No: M1553-1  
 Drawing No: M1479sub.dwg

**LSSE**  
 15660 Miami Street  
 Akron, OH 44320  
 Phone: 313-726-1364  
 Fax: 313-726-1368  
 Email: lsse@lsse.com

LSSE • Rabeil • Senate



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
  - the Commitment to Issue Policy;
  - the Commitment Conditions;
  - Schedule A;
  - Schedule B, Part I – Requirements;
  - Schedule B, Part II – Exceptions; and
  - a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - comply with the Schedule B, Part I – Requirements;
    - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
    - acquire the Title or create the Mortgage covered by this Commitment.
  - The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - The Company is not liable for the content of the Transaction Identification Data, if any.
  - The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
  - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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---

OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY  
1408 North Westshore Blvd, Suite 900, Tampa, FL  
33607

*C. Monroe*

By: \_\_\_\_\_  
President

*Keith Lewis*

By: \_\_\_\_\_  
Secretary

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Venture Land Title Agency LLC  
Issuing Office: 34 South Chestnut Street  
Jefferson, OH 44047  
Issuing Office's ALTA® Registry ID: 1066895  
Loan ID Number:  
Commitment Number: V-2511196  
Issuing Office File Number: V-2511196  
Property Address: 3914 "C" Court, Ashtabula, OH 44004  
Revision Number:

**SCHEDULE A**

1. Commitment Date: November 7, 2025 at 7:59 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy
 

Proposed Insured:	<b>Board of Commissioners of Ashtabula County, Ohio</b>
Proposed Amount of Insurance:	<b>\$46,120.00</b>
The estate or interest to be insured:	<b>fee simple</b>
3. The estate or interest in the Land at the Commitment Date is:  
fee simple
4. The Title is, at the Commitment Date, vested in:  
Donahoe Center, Inc. as vested in the Quit Claim Deed filed for record January 27, 2000 in Book 119, Page 2210 of Ashtabula County Records.
5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**VENTURE LAND TITLE AGENCY LLC**  
34 South Chestnut Street, Jefferson, OH 44047  
Telephone: (440) 576-0002

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
1408 North Westshore Blvd, Suite 900, Tampa, FL 33607

Countersigned by:

\_\_\_\_\_

Venture Land Title Agency LLC, License #35316

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

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**SCHEDULE B, PART I – Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from Donahoe Center, Inc., an Ohio Corporation, to Board of Commissioners of Ashtabula County, Ohio, to be executed and recorded at closing.

5. Release of Mortgages and/or Liens in Schedule B, Section II, if any.
6. All legal descriptions shown on transfer documents will require preapproval from the County Engineer prior to closing.
7. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
8. Documents satisfactory to us showing who is authorized to sign on behalf of Board of Commissioners of Ashtabula County, Ohio.

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**SCHEDULE B, PART II – Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date, but prior to the date that the proposed insured acquires record title, for value, of the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of the Policy.
7. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. This Commitment or Policy does not insure the accuracy or amount of acreage contained in the description at Schedule "A" or "C".
10. As recited at Schedule B-1 hereof, all deeds require County Engineer approval before transfer and recording. If the premises at Exhibit "A" herein is not a newly approved survey and the deed(s) from the vesting owner(s) to the proposed insured buyer(s) at Schedule A hereof, are affixed with a "survey update required next transfer" stamp by the County Engineer; as such, a new legal description will be required for future transfers. The Company shall not be responsible for any loss, cost or damage resulting from any present or future requirements imposed or expenses incurred in relation thereto including, but not limited to, the cost of surveying and drafting a new legal description.
11. Taxes are EXEMPT and assessments for the first half year 2024 which are due March 5, 2025 for Parcel No. 03-

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008-00-088-01 are paid in the amount of \$4.75. Taxes are EXEMPT and assessments for the second half year 2024 which are due July 16, 2025 for Parcel No. 03-008-00-088-01 are paid in the amount of \$4.75.

The half year tax amount includes the following assessments:

- 1) 911 Emergency Telephone in the amount of \$2.25 per half year.
- 2) Countywide Recycling Assessment in the amount of \$2.50 per half year.

Subject to Special Taxes and Assessments of all kinds, if any. Taxes for the Year 2025 are a lien, but not yet due or payable.

NOTE: Parent parcel. Caption and more land.

12. Declaration of Restrictions and Easements of Human Resources Complex, filed for record April 14, 1980 in General Index in Volume 10, Page 1593 of Ashtabula County Records.
  - a) Amendment #1, filed for record August 5, 1983 in General Index in Volume 20, Page 9135 of Ashtabula County Records.
13. Rights, Conditions and Easements in the Warranty Deed from the Donahoe Center, Inc. to the Board of County Commissioners of Ashtabula County, their successors and assigns, filed for record August 29, 1983 in General Records Volume 21, Page 2162 of Ashtabula County Records.
14. NOTE: The above Leases, Easements, and Right of Ways are subject to various assignments and conditions of record. We have made no examination as to the above leases, easements, or right of ways.
15. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Ashtabula, State of Ohio and is described as follows:

All that parcel of land situated east of Donahoe Drive (60" R/W) and on the south side of "C" Court (60' R/W), being part of Lot 8, Township 13 North, in Range 3 West of the Connecticut Western Reserve, Ashtabula Township, Ashtabula County, State of Ohio, bounded and described as follows:

Beginning on the northern line of lands herein described at a 1/2 inch iron spike (set) on the south right-of-way line of "C" Court, said point being the following courses from the centerline intersection of "C" Court and Donahoe Drive:

1) S 89° 10' 00" E, along the centerline of "C" Court, a distance of 211.08 feet to a point; thence,

2) S 00° 50' 00" W, a distance of 30.00 feet to the true point of beginning:

thence, the following courses:

1) Along the south right-of-way line of "C" Court, being a curve to the left having a radius of 348.31 feet, an arc length of 113.20 feet, a chord bearing of N 81°31'19" E, and a chord distance of 112.71 feet to point; thence,

2) S 17° 22' 32" E, a distance 20.24 feet to a point; thence,

3) S 43° 02' 59" W, a distance of 134.00 feet to a point; thence,

4) S 46° 57' 01" E, a distance of 294.00 feet to a point; thence,

5) N 43° 02' 59" E, a distance of 255.50 feet to a point; thence,

6) N 46° 57' 01" W, a distance of 84.25 feet to point; thence,

7) N 69° 04' 13" W, a distance of 203.01 feet to a point; thence,

8) N 17° 22' 32" W, a distance of 20.81 feet to a point; thence,

9) Along the south right-of-way line of "C" Court, being a curve to the left having a radius of 348.31 feet, an arc length of 158.12 feet, a chord bearing of N 50° 58' 00" E, and a chord distance of 156.77 feet to a 5/8 inch iron rebar (set); thence,

10) S 52° 02' 39" E, a distance of 308.43 feet to a 5/8 inch iron rebar (set); thence,

11) S 02° 47' 57" W, along the west line of lands now or formerly of Diana J. & Wayne M. Carter as described in Ashtabula County Volume 556, page 1081, a distance 212.59 feet to an 1 inch iron pin (found); thence,

12) N 87° 12' 01" W, along the north line of lands now or formerly of Civic Development Corporation as described in Ashtabula County Volume 6, page 457, passing over a 3/4 inch iron pin (found) at a distance of 124.51 feet, a total distance of 130.51 feet to a point; thence,

13) S 02° 47' 59" W, along the west line of said lands of Civic Development Corporation, a distance of 67.77 feet to a 3/4 inch iron pin (found); thence,

14) N 87° 54' 52" W, along the north line of lands now or formerly of Richard & Beverly Newbold as described in Ashtabula County Volume 61, page 7808 and lands now or formerly Donahoe Center Corporation as described in

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Ashtabula County Volume 26, page 9901, a distance of 524.94 feet to a 5/8 inch iron rebar (set); thence,

15) Along the east right-of-way line of Donahoe Drive, being a curve to the left having a radius 75.00 feet, an arc length of 23.28 feet, a chord bearing of N 62° 05' 44" W, and a chord a distance of 23.18 feet to a 5/8 inch iron rebar (set); thence,

16) N 04° 33' 52" W, continuing along the same, a distance of 191.26 feet to a 5/8 inch iron rebar (set), thence,

17) Continuing along the same, being a curve to the right having a radius of 271.56 feet, an arc length of 25.58 feet, a chord bearing of N 01° 51' 56" W, and a chord distance of 25.57 feet to a 5/8 inch iron rebar (set); thence,

18) N 00° 50' 00" E, continuing along the same, a distance of 55.80 feet to a 5/8 inch iron rebar (set); thence,

19) Continuing along the same, being a curve to the right, having a radius 30.00 feet, an arc length of 47.12 feet, a chord bearing N 45° 50' 00" E, and a chord distance of 42.43 feet to 5/8 inch iron rebar (set); thence,

20) S 89° 10' 00" E, continuing along the south right-of-way line of "C" Court, a distance of 151.08 feet to the point of beginning.

Said parcel containing 3.862 acres, being Lot 3, as shown on a Survey Plan for Ashtabula County Job & Family Services, dated May 24, 2023 (Revised January 31, 2024) as prepared by Robert L. Rabell, P.S. Ohio #8-7306 of Rabell Surveying & Engineering, a Division of LSSE.

Bearings described herein are rotated to agree with the centerline bearing of "C" Court (S 89° 10' 00" E) as shown on a 1.447 Acre Split From Lands Deeded to Donahoe Center, Inc. prepared by Eric B. Westfall, P.S, dated July, 2017 and approved by the Ashtabula County Engineer's office on July 6, 2017.

All iron rebars set are 5/8 inch epoxy coated, 30 inch in length, with identification cap stating "Rabell LSSE Eng. S-7306".

The purpose of this survey is to create a new parcel from lands of Donahoe Center, Inc. (PPN 03-008-00-0088-01) to be combined with lands of Ashtabula County Ohio (PPN 03-008-00-088-03).

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Doc ID: 007271430005 Type: G/I  
Kind: WARRANTY DEED  
Recorded: 12/03/2025 at 08:58:49 AM  
Receipt#: 2025-00008822  
Fee Amt: \$0.00 Page 1 of 5  
Ashtabula County, Ohio  
Barbara Schaab Recorder  
File# 2025-00011748

BK **859** PG **864-868**

## LIMITED WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS THAT**, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

**Donahoe Center Corporation,**  
an Ohio non-profit corporation,  
whose office and mailing address is,  
PO Box 890, Ashtabula, OH 44004  
(hereinafter called "Grantor")

### HEREBY GRANTS WITH LIMITED WARRANTY COVENANTS TO:

**The Board of Commissioners of Ashtabula County, Ohio,**  
whose office and mailing address is,  
Ashtabula County Courthouse, Jefferson, OH 44047  
(hereinafter called "Grantee")

those certain parcels of land located in the Township of Ashtabula, County of Ashtabula and State of Ohio, described in Exhibits A attached hereto and made a part hereof ("the property"), together with any and all improvements thereon, and together with all easements, rights, and privileges pertaining thereto, together with the right of surface support of the buildings and improvements now or hereafter constructed in, on or above said land, and

**TOGETHER WITH ALL RIGHTS BUT SUBJECT TO ALL BURDENS** as are contained in the Declaration of Restrictions and Easements, adopted on February 25, 1980, and recorded in Volume 10 at page 1593 of the Ashtabula County General Index Records, and amended on July 6, 1983, and recorded in Volume 20 at page 9135 of Ashtabula County General Index Records, and as may be amended in the future.

**TO HAVE AN TO HOLD** the property, and all appurtenant rights and privileges, unto



## LEGAL DESCRIPTION

Lot 3  
3.862 Acres

All that parcel of land situated east of Donahoe Drive (60' R/W) and on the south side of "C" Court (60' R/W), being part of Lot 8, Township 13 North, in Range 3 West of the Connecticut Western Reserve, Ashtabula Township, Ashtabula County, State of Ohio, bounded and described as follows:

Beginning on the northern line of lands herein described at a 1/2 inch iron spike (set) on the south right-of-way line of "C" Court, said point being the following courses from the centerline intersection of "C" Court and Donahoe Drive:

- 1) S 89°10'00" E, along the centerline of "C" Court, a distance of 211.08 feet to a point; thence,
- 2) S 00°50'00" W, a distance of 30.00 feet to the true point of beginning:

thence, the following courses:

- 1) Along the south right-of-way line of "C" Court, being a curve to the left having a radius of 348.31 feet, an arc length of 113.20 feet, a chord bearing of N 81°31'19" E, and a chord distance of 112.71 feet to point; thence,
- 2) S 17°22'32" E, a distance 20.24 feet to a point; thence,
- 3) S 43°02'59" W, a distance of 134.00 feet to a point; thence,
- 4) S 46°57'01" E, a distance of 294.00 feet to a point; thence,
- 5) N 43°02'59" E, a distance of 255.50 feet to a point; thence,
- 6) N 46°57'01" W, a distance of 84.25 feet to point; thence,
- 7) N 69°04'13" W, a distance of 203.01 feet to a point; thence,
- 8) N 17°22'32" W, a distance of 20.81 feet to a point; thence,

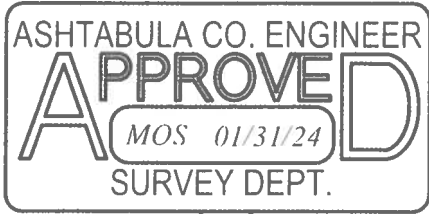
- 9) Along the south right-of-way line of "C" Court, being a curve to the left having a radius of 348.31 feet, an arc length of 158.12 feet, a chord bearing of N 50°58'00" E, and a chord distance of 156.77 feet to a 5/8 inch iron rebar (set); thence,
- 10) S 52°02'39" E, a distance of 308.43 feet to a 5/8 inch iron rebar (set); thence,
- 11) S 02°47'57" W, along the west line of lands now or formerly of Diana J. & Wayne M. Carter as described in Ashtabula County Volume 556, page 1081, a distance 212.59 feet to an 1 inch iron pin (found); thence,
- 12) N 87°12'01" W, along the north line of lands now or formerly of Civic Development Corporation as described in Ashtabula County Volume 6, page 457, passing over a 3/4 inch iron pin (found) at a distance of 124.51 feet, a total distance of 130.51 feet to a point; thence,
- 13) S 02°47'59" W, along the west line of said lands of Civic Development Corporation, a distance of 67.77 feet to a 3/4 inch iron pin (found); thence,
- 14) N 87°54'52" W, along the north line of lands now or formerly of Richard & Beverly Newbold as described in Ashtabula County Volume 61, page 7808 and lands now or formerly Donahoe Center Corporation as described in Ashtabula County Volume 26, page 9901, a distance of 524.94 feet to a 5/8 inch iron rebar (set); thence,
- 15) Along the east right-of-way line of Donahoe Drive, being a curve to the left having a radius 75.00 feet, an arc length of 23.28 feet, a chord bearing of N 62°05'44" W, and a chord a distance of 23.18 feet to a 5/8 inch iron rebar (set); thence,
- 16) N 04°33'52" W, continuing along the same, a distance of 191.26 feet to a 5/8 inch iron rebar (set); thence,
- 17) Continuing along the same, being a curve to the right having a radius of 271.56 feet, an arc length of 25.58 feet, a chord bearing of N 01°51'56" W, and a chord distance of 25.57 feet to a 5/8 inch iron rebar (set); thence,
- 18) N 00°50'00" E, continuing along the same, a distance of 55.80 feet to a 5/8 inch iron rebar (set); thence,
- 19) Continuing along the same, being a curve to the right, having a radius 30.00 feet, an arc length of 47.12 feet, a chord bearing N 45°50'00" E, and a chord distance of 42.43 feet to 5/8 inch iron rebar (set); thence,
- 20) S 89°10'00" E, continuing along the south right-of-way line of "C" Court, a distance of 151.08 feet to the point of beginning.

Said parcel containing 3.862 acres, being Lot 3, as shown on a Survey Plan for Ashtabula County Job & Family Services, dated May 24, 2023 (Revised January 31, 2024) as prepared by Robert L. Rabell, P.S. Ohio #S-7306 of Rabell Surveying & Engineering, a Division of LSSE.

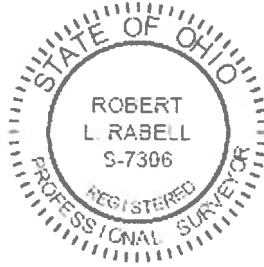
Bearings described herein are rotated to agree with the centerline bearing of "C" Court (S 89°10'00" E) as shown on a 1.447 Acre Split From Lands Deeded to Donahoe Center, Inc. prepared by Eric B. Westfall, P.S. dated July, 2017 and approved by the Ashtabula County Engineer's office on July 6, 2017.

All iron rebars set are 5/8 inch epoxy coated, 30 inch in length, with identification cap stating "Rabell LSSE ENG. S-7306".

The purpose of this survey is to create a new parcel from Lands of Donahoe Center, Inc. (PPN 03-008-00-088-01) to be combined with Lands of Ashtabula County Ohio (PPN 03-008-00-088-03).



*MOS 11/14/2025*



*Robert L Rabell*

1/31/2024

